

Jennifer Tabakin
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTMEN'S MEETING

MONDAY, JUNE 10, 2013, 7:00 PM

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

- 1. CALL TO ORDER:**
- 2. APPROVAL OF MINUTES:**
May 28, 2013 Regular Meeting.
- 3. SELECTMEN'S ANNOUNCEMENTS/STATEMENTS:**
 - A. GENERAL COMMENTS BY THE BOARD.
 - B. PAUL GIBBONS/TOWN CHARTER REVIEW COMMITTEE – REPORT.
 - C. PETER DILLON, SUPERINTENDENT/BHRSD – UPDATE ON GRANT PROPOSAL FOR FEDERAL FUNDS FOR SCHOOL RESOURCE OFFICER.
- 4. TOWN MANAGER'S REPORT:**
- 5. CITIZEN SPEAK TIME:**
- 6. PUBLIC HEARING:**
 - A. BOS TO CONVENE AS SEWER COMMISSIONERS – TO SET SEWER RATES FOR FY 14.
 - 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
 - g. Reconvening as Select Board
- 7. LICENSES OR PERMITS:**
 - A. BETH B. SACKLER FOR A DRIVEWAY PERMIT AT 47 HURLBURT ROAD.
(DISCUSSION/VOTE)
 - B. BETH B. SACKLER TRUST, SUSAN FRUNZI AND RUTH EDELSON TRUSTEES FOR A DRIVEWAY PERMIT AT 55 HURLBURT ROAD. (DISCUSSION/VOTE)

- C. STEPHEN PEARLMAN/ASTON MAGNA FOR ONE DAY BEER AND WINE LICENSE FOR JUNE 15, 2013 FROM 6:00 PM – 10:00 PM AT DANIEL ARTS CENTER, BARD COLLEGE AT SIMON’S ROCK, 84 ALFORD ROAD. (DISCUSSION/VOTE)
- D. STEPHEN PEARLMAN/ASTON MAGNA FOR ONE DAY BEER AND WINE LICENSE FOR JUNE 22, 2013 FROM 6:00 PM – 10:00 PM AT DANIEL ARTS CENTER, BARD COLLEGE AT SIMON’S ROCK, 84 ALFORD ROAD. (DISCUSSION/VOTE)
- E. STEPHEN PEARLMAN/ASTON MAGNA FOR ONE DAY BEER AND WINE LICENSE FOR JULY 6, 2013 FROM 6:00 PM – 10:00 PM AT DANIEL ARTS CENTER, BARD COLLEGE AT SIMON’S ROCK, 84 ALFORD ROAD. (DISCUSSION/VOTE)
- F. SUSAN B. OBEL AND STEPHEN PEARLMAN/ASTON MAGNA FOUNDATION FOR MUSIC AND THE HUMANITIES FOR ONE DAY BEER AND WINE LICENSE FOR JULY 13, 2013 FROM 6:00 PM – 10:00 PM AT DANIEL ARTS CENTER, BARD COLLEGE AT SIMON’S ROCK, 84 ALFORD ROAD. (DISCUSSION/VOTE)
- G. KIRA SMITH/BERKSHIRE COOP MARKET FOR ONE DAY ALL ALCOHOLIC LIQUOR LICENSE FOR JUNE 22, 2013 FROM 12:00 PM – 4:00 PM AT MEMORIAL FIELD. (DISCUSSION/VOTE)
- H. GEORGE LAYE/THE GUTHRIE CENTER FOR TWENTY-THREE (23) ONE DAY BEER AND WINE LICENSES (AS PER ATTACHED) FROM 6:00 PM – 11:30 PM AT THE GUTHRIE CENTER, 2 VAN DEUSENVILLE ROAD. (DISCUSSION/VOTE)
- I. KIRA SMITH/BERKSHIRE COOP MARKET FOR TEMPORARY WEEKDAY OUTDOOR ENTERTAINMENT LICENSE FOR JUNE 22, 2013 FROM 12:00 PM – 4:00 PM AT MEMORIAL FIELD. (DISCUSSION/VOTE)
- J. SASA ARMOR/WALKER INTERNATIONAL EVENTS, INC. FOR TEMPORARY WEEKDAY OUTDOOR ENTERTAINMENT LICENSE FOR JULY 27, 2013 FROM 3:00 PM – 7:00 PM AT BOGIE’S RESTAURANT & PUB, 935 SOUTH MAIN STREET. (DISCUSSION/VOTE)
- K. SASA ARMOR/WALKER INTERNATIONAL EVENTS, INC. FOR TEMPORARY SUNDAY OUTDOOR ENTERTAINMENT LICENSE FOR JULY 28, 2013 FROM 2:00 PM – 6:00 PM AT BOGIE’S RESTAURANT & PUB, 935 SOUTH MAIN STREET. (DISCUSSION/VOTE)
- 8. NEW BUSINESS:**
 - A. DESIGNATION OF TOWN REPRESENTATIVE TO THE BERKSHIRE REGIONAL TRANSIT AUTHORITY (BRTA). (VOTE)
- 9. OLD BUSINESS:**
 - A. RENEWAL OF CABLE TELEVISION LICENSE WITH TIME WARNER CABLE NORTHEAST LLC. (VOTE)
 - B. SALE OF CASTLE STREET FIRE STATION - CLOSING DOCUMENTS. (DISCUSSION/VOTE)
- 10. SELECTMEN’S TIME:**
- 11. MEDIA TIME:**
- 12. ADJOURNMENT:**

NEXT SELECTMEN'S REGULAR MEETING: MONDAY, JUNE 24, 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.

SECTION 1. SCOPE OF CHARTER. The Town of Great Barrington shall be governed by the provisions of this act. To the extent that the provisions of this act modify or repeal existing bylaws or the charter of the Town of Great Barrington, this act shall govern.

SECTION 2. ELECTION AND TERMS OF THE BOARD OF SELECTMEN. The board of selectmen (“selectboard”) shall consist of five members elected by the voters of the Town. At each annual election, one or two members shall be elected, each for a three-year term. Two members’ terms shall begin at the annual election in 2013, one member’s term shall begin at the annual election in 2014, and two members’ terms shall begin at the annual election in 2015. Members who are in office on the effective date of this act shall serve until the terms to which they were elected shall have expired.

SECTION 3. RESPONSIBILITIES AND POWERS OF THE SELECTBOARD.

A. FUNCTIONS. The selectboard shall set goals, develop long-range plans, and adopt policy for the Town. The selectboard’s policy directives shall be implemented by the town manager and other employees, officers, and appointed boards, committees, and commissions of the Town. The selectboard shall recommend courses of action to the Town Meeting as required by Massachusetts General Law.

B. SUPERVISORY RESPONSIBILITY. The selectboard shall, through the town manager, exercise general supervision over all matters affecting the Town’s interests or welfare.

C. CREATION OF SPECIAL-PURPOSE BODIES. The selectboard shall have the authority to create committees to perform duties specified by a resolution. .

D. LICENSING AND ADJUDICATION. The selectboard shall have the responsibility and authority to issue licenses and to perform other quasi-judicial functions as provided by the General Laws and the Town of Great Barrington bylaws.

E. OVERSIGHT OF BODIES. The selectboard shall have responsibility for and general oversight over committees it appoints. .

F. APPOINTING AUTHORITY. The selectboard shall have the power to appoint the town manager, town counsel, assistant and associate town counsel, agricultural commission, board of registrars, cable television advisory committee, energy committee, fence viewer, historical commission, historic district commission, cultural council, conservation commission, historical commission, tree committee, veterans grave officer, and committees created by resolution of the selectboard under Section 3.C or by action of Town meeting.

G. INVESTIGATION AND REPORTING. The selectboard shall have the power to make investigations. The selectboard may authorize the town manager or other agents to investigate the affairs of the Town and the conduct of any town department, office or agency, including any claims against the town. For the purpose of such investigations, the board may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. The report of any such investigation shall be placed on file in the office of the town clerk, and a report summarizing said investigations shall be printed in the annual town report.

H. BUDGET. The selectboard shall review the annual proposed budget submitted by the town manager. The selectboard may make recommendations with respect to the proposed budget.

SECTION 4. QUALIFICATIONS AND APPOINTMENT OF TOWN MANAGER

A. APPOINTMENT BY SELECTBOARD. The selectboard, by a majority vote of its full membership, shall appoint a town manager.

B. QUALIFICATIONS AND RESIDENCE. The town manager shall have a degree at the bachelor level in public administration or a similar discipline and shall have had five years of full-time paid experience in a supervisory administrative position in municipal government. A master's degree may be substituted for not more than two years of such paid experience. The town manager shall be appointed without regard to political designation. The town manager shall be a citizen of the United States. If not already a resident of the town or Commonwealth at the time of appointment, the town manager shall become a resident of the town within one year after the appointment, unless excused by the selectboard.

C. EVALUATION. The selectboard shall conduct an annual evaluation of the town manager's job performance. Such evaluation shall be reviewed at a public session.

D. TERM. The town manager may be appointed for successive terms of office. No term shall exceed three years.

E. OATH OF OFFICE. Before entering upon the duties of the office, the town manager shall be sworn into the faithful and impartial performance thereof by the town clerk or notary public.

F. BOND. The town manager shall execute a bond in favor of the Town of Great Barrington for faithful performance of the duties of the office in such sums and with such sureties as may be fixed or approved by the selectboard. The cost of the bond shall be borne by the town.

SECTION 5. RECRUITMENT, APPOINTMENT AND REMOVAL OF THE TOWN MANAGER

A. SCREENING COMMITTEE. To fill a vacancy in the office of town manager, the selectboard shall recruit and appoint town residents to serve on a town manager screening committee. Where the vacancy is the result of resignation or removal, the selectboard shall appoint the screening committee within 30 days.

The town manager screening committee shall consist of seven Great Barrington residents. Its duty shall be to screen all applicants for the town manager post. It shall submit at least three but no more than five applicants to the select board for their consideration. The selectboard shall either (1) appoint the town manager from the applicants submitted by the committee, or (2) recommence the search process. The committee's duties shall terminate when it submits applicants to the selectboard.

B. COMPENSATION. The town manager shall receive compensation for services as the selectboard shall determine, but it shall not exceed the amount appropriated therefor by the town meeting.

C. REMOVAL OF TOWN MANAGER. The selectboard, by a vote of three or more members, may initiate the process for removal of the town manager. The selectboard shall adopt at a public meeting a written preliminary resolution for removal, setting forth in detail the specific reasons for the proposed removal, and it shall file this resolution with the town clerk. The town manager must reply in writing to the resolution within seven days and may request a public hearing. If the town manager so requests, the selectboard shall hold a public hearing, not earlier than 20 days nor later than 30 days after the filing of such request. After such public hearing, if any, otherwise after 30 days following the preliminary resolution, and after full consideration, the selectboard by a vote of four or more members may adopt a final resolution of removal.

D. SUSPENSION PENDING FINAL RESOLUTION. In the preliminary resolution, the selectboard may suspend the town manager from duty, but in any case the town manager's salary shall continue during the period of consideration of the preliminary resolution and the final resolution.

E. ACTING TOWN MANAGER. During any period of vacancy or absence exceeding 30 days, caused by the town manager's absence, illness, suspension, removal or resignation, the selectboard shall designate a qualified person to serve as acting town manager and to perform the duties of the office. The appointment shall not exceed 270 days.

SECTION 6. POWERS AND DUTIES OF THE TOWN MANAGER

A. GENERAL RESPONSIBILITY. The town manager shall be the chief administrative officer of the Town and shall be responsible to the selectboard for the effective management of

all town affairs under the town manager's supervision.

The town manager shall administer, either directly or through a person or persons appointed by the town manager in accordance with this act, all provisions of general and special laws applicable to the Town, all bylaws, and all regulations established by the selectboard.

B. FINANCIAL RESPONSIBILITIES. The town manager shall be the chief financial officer of the Town. The town manager shall be responsible for preparing the town budget, filing grant applications, and controlling budget expenditures, including approval of the warrant for the payment of town funds prepared by the town treasurer in accordance with the provisions of section fifty-six of chapter forty-one of the General Laws for approval by the selectboard.

C. BUDGET RESPONSIBILITY AND PROCESS. Without limiting the generality of the foregoing, the town manager shall have the following specific budgetary powers:

1. BUDGET. The town manager shall submit to the selectboard a written proposed budget for town government for the ensuing fiscal year, including the budget as proposed by the school committee. The proposed budget shall detail all estimated revenue from all sources and all proposed expenditures, including debt service for the previous, current and ensuing years. It shall include proposed expenditures for both current operations and capital projects during the ensuing year, detailed by agency, department, committee, purpose, and position, together with proposed financing methods. The proposed budget shall include estimated surplus revenue and free cash available at the close of the fiscal year, including estimated balances in special accounts. The Town, by bylaw, or the selectboard may establish additional financial information and reports to be provided by the town manager.

2. TAX RATE ESTIMATE. The town manager shall report on the probable amount required to be levied and raised by taxation to defray all expenses and liabilities of the Town, together with an estimate of the tax rate necessary to raise such amount.

3. BUDGET PROCESS DEADLINES. The selectboard and the finance committee shall specify the calendar dates on or before which the proposed budget, revenue statement, and tax rate estimate are to be submitted to them.

4. INPUT FROM DEPARTMENTS, BOARDS, AND COMMITTEES. All town boards, officers, department heads, and committees shall furnish the town manager with relevant information, in writing, of the appropriations required and available funds.

D. POWERS AND DUTIES OF TOWN MANAGER. In addition to specific powers and duties that may be provided elsewhere in this act, the town manager shall have the following powers and duties:

1. PLANNING AND OPERATION. The town manager shall be responsible for coordinating the strategic planning and operations of the Town.

2. SUPERVISION AND CONSULTATION. The town manager shall supervise all town departments, except the school department, and direct town operations. The town manager may seek advice from town boards and committees and may appoint ad hoc committees.

3. PERSONNEL APPOINTMENT AND REMOVAL. The town manager shall have the power to appoint and establish compensation on the basis of merit and qualifications, and may remove with just cause, all employees of the town of Great Barrington, except for positions that are appointed by the selectboard, including but not limited to the following positions and staff:

administrative assistant
animal control officer
board of assessors
buildings and grounds
building inspector
cemetery commissioners
cemetery superintendent
civil defense director
communications committee
council on aging and director
crossing guards
department of public works superintendent - town engineer
fire chief and assistant
gas inspector
highway superintendent
Housatonic War Memorial Building Committee
keeper of the lockup
library director and staff
parking clerk
parking enforcement officers
parks and recreation
parks commissioners
police chief and officers according to civil service
recycling committee
right to know
sanitation superintendent
sealer of weights and measures
special police officers
town accountant
town clerk
town collector
town planner

town treasurer
tree warden
veterans service
wire inspector and deputy wire inspector

4. OVERRIDE BY THE SELECTBOARD. The selectboard, by a majority vote of the entire board, after thorough investigation and for just cause, may reverse a decision made by the town manager about hiring, appointing, compensating, or removing town employees and committee members.

5. TEMPORARY ASSUMPTION OF OTHER DUTIES. The town manager, with the consent of the selectboard, may assume, temporarily and for no additional compensation, the duties of any office that the town manager is authorized to fill by appointment. The foregoing is subject to any applicable provisions of the General Laws relating thereto.

6. PERSONNEL MANAGEMENT. The personnel management powers, duties, and responsibilities of the town manager shall include, but are not limited to, the following:

A. to administer and to adopt personnel policies, practices, or rules and regulations, any compensation plan, and any related matters for all town employees, and to administer all collective bargaining agreements entered into by the Town;

B. to set the compensation of all town employees and officers within the limits established by appropriation and any applicable compensation plan or collective bargaining agreement;

C. to be responsible for the negotiations of all contracts with town employees over wages and other terms and conditions of employment. Such contracts shall be subject to the approval of the selectboard. The town manager may, subject to the approval of the selectboard, employ special counsel to help perform these duties.

7. RECORDS. The town manager shall keep complete records of the office.

8. REPORTS. The town manager shall provide reports to boards, committees, and town meetings as needed.

9. NOTICE TO SELECTBOARD. The town manager shall advise the selectboard of all matters requiring action by it or the Town.

10. MEETINGS. The town manager shall attend all meetings of the selectboard and all town meetings. The town manager shall be permitted to speak when recognized by the chair or moderator.

11. PURCHASING AGENT. The town manager shall be the purchasing agent for all town departments and activities, pursuant to Massachusetts General Laws.

12. PROPERTY. The town manager shall be responsible for all town buildings, property, and facilities.

13. CONTRACTS. The town manager shall be responsible for the negotiation of all contracts.

14. COUNSEL. The town manager shall be the selectboard's liaison to town counsel and shall inform the board of all communications with town counsel.

15. COMPLAINTS. The town manager shall receive and address all citizens' complaints and concerns and maintain a record of actions or responses.

16. INSURANCE. The town manager shall be responsible for managing all town insurance programs.

17. PUBLIC REPRESENTATION. The town manager shall represent the Town at local, state, and regional meetings and undertake public relations activities as directed by the selectboard.

18. RATES AND FEES. The town manager shall recommend to the selectboard sewer rates, landfill fees, and other fees in accordance with provisions of the General Laws. After a public hearing, the selectboard shall set such rates and fees.

19. OTHER DUTIES. The town manager shall perform such other duties consistent with the office as may be required by bylaw, vote of the selectboard, or town meeting.

SECTION 7. ELECTED OFFICIALS

MAINTENANCE OF POWERS. The powers, duties, and responsibilities of elected officials shall be as now or hereafter provided by applicable provisions of any general or special law or bylaw or vote of the Town, except as otherwise expressly provided herein.

SECTION 8. SAVING CLAUSE.

SAVING CLAUSE. All bylaws, rules, regulations, and votes of town meeting in force on the effective date of this act, or any portion or portions thereof, that are not inconsistent with the provisions of this act shall continue in full force and effect until amended or repealed.

SECTION 9 PROCESS OF ADOPTION

This charter shall be adopted pursuant to Massachusetts General Laws.

SECTION 10. This act shall take effect upon its passage.

EXECUTIVE SUMMARY

TITLE: Hearing and setting of the 2014 sewer rates by the Selectmen acting as the Sewer Commissioners.

BACKGROUND: The Board of Selectmen, Finance Committee and Town Meeting have approved the 2014 sewer enterprise fund budget. Massachusetts General Law requires that the Selectmen advertise and hold a hearing to determine the sewer rates for fiscal 2014. Massachusetts Department of Revenue also requires that the Board set the allocation of the indirect costs for personnel appropriated as part of the general fund operating budget to be transferred to the enterprise fund and included in the sewer rate. This transfer of \$68,000 was approved at the final public hearing in the budget process by the Board of Selectmen and Finance Committee.

FISCAL IMPACT: The sewer enterprise fund budget is \$1,747,921 for direct costs as approved by Town Meeting. The indirect costs for the following personnel: Joe Sokul 25%, Joan Johnson 10%, Jennifer Tabakin 8%, Lauren Sartori 6%, Sandra Larkin 10% and Deb Ball 20% for both salary and related benefits is \$68,000. The total budget is \$1,815,921. Sewer rates fund approximately 90% of the budget with the remaining funds coming from septic charges and other fees. The enterprise fund is fully self-supporting with only users paying for the costs. The current sewer rate is \$460 per equivalent dwelling unit (EDU). No rate increase is necessary to fund the 2014 operations.

RECOMMENDATION: That the Board acting as the Sewer Commissioners vote to set the sewer rate at \$460 per EDU and approve the allocation of the indirect costs in the amount of \$68,000 for 2014 to fund the enterprise fund costs.

PREPARED BY: Lauren Sartori
Lauren Sartori, Financial Coordinator

DATE: 6-05-13

Approved: Jennifer Tabakin
Jennifer Tabakin, Town Manager

TOWN OF GREAT BARRINGTON

NOTICE OF PUBLIC HEARING

The Board of Selectmen sitting as Sewer Commissioners, will hold a public hearing on June 10, 2013 at 7:15 P.M. at the Town Hall, 334 Main Street, Great Barrington, MA for the purpose of setting Sewer Rates for Fiscal Year 2014.

Sean Stanton
Chairman

Please publish May 3, 2013

Berkshire Record

Board of Selectmen

Fee \$50.00

Pa.

Application for Access to a Public Way / Driveway Permit

Number _____

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$10.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date May 8, 2013
Name of Applicant / Property Owner Beth B. Gaskler
Mailing address 115 Central Park West, # 5D, New York, NY 10023
Phone number (651) 492-5766
Location of proposed driveway / highway entrance 47 Hurlburt Road
Contractor who will perform the work Mike Germain or equal
Address & phone number of contractor Alford, MA
Proposed construction date Summer 2013
Type of driveway (gravel, asphalt, etc.) Gravel

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

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

Craig Overstrom - Lang Representative Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

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

Staff Reviews Received: Table with columns: Received, Conditions Recommended, Other Permits Required. Rows: Conservation, Fire Chief, Planning.

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

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

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



Design Master Planning Construction Management

Okerstrom Lang

Landscape Architects

17 Bridge Street, Suite 1
Great Barrington, MA 01230
413 . 528 . 6523
okerstromlang.com

To: Great Barrington Board of Selectmen

From: Craig Okerstrom-Lang, RLA, ASLA

COL

Date: May 8, 2013

Ref: 47 Hurlbert Road, Great Barrington
Curb Cut Permit Narrative

Dear Board of Selectmen,

Attached are the following for the curb cut application for the referenced property:

- Application form from Town DPW
- Curb Cuts Permit Plan by Okerstrom Lang Ltd
- \$50 fee via check

The owner owns two adjacent properties on Hurlbert Road and would like to shift the curb cuts on both properties. The design of these and other property improvements are per the Master Plan by OL Ltd, Landscape Architects.

47 Hurlbert Road is owned by Beth B. Sackler. It has a curb cut at its most northerly corner with a gate. The curb cut leads to a mowed grass field lane running to the "north lot". Once the new driveway is built for 55 Hurlbert Road this curb cut will be abandoned and the field lane allowed to turn back into a seasonally mowed field.

An easement will be granted for this access across 47 Hurlbert Road. See separate Curb Cut Permit and Narrative for 55 Hurlbert Road.

Once the above work is completed there will be one (1) curb cut for 47 Hurlbert Road.

General Notes

1. This work does not fall within the jurisdiction of the Great Barrington Conservation Commission.
2. The new cut will have the Town specified drainage and paved apron meeting the road edge flush. See details on Plan.
3. The existing white wood fence will be shifted back to the Town ROW line of Hurlbert Road which is the property line.

Cc: Beth B. Sackler; Jeffery Cohen

Pete Soules
Highway-Facilities Superintendent

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



20 East Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works
Highway Division

Conditions on Application for Access to Public Way

Applicant: Beth B. Sackler
Location: 47 Hurlburt Road
From: Pete Soules Highway Superintendent
Date: May 28, 2013

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

- I. Driveway width shall not be less than 8-feet or more than 16-feet within the town right-of-way. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
 - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
 - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
 - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
 - A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway.
 - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
 - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

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

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

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



47 Hurlburt Road
Looking north



47 Hurlburt Road
Looking South

Amanda Sewall
Conservation Commission Agent

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

CONSERVATION COMMISSION

MEMORANDUM

Date: May 22, 2013

To: Joseph Sokul, DPW Superintendent

From: Amanda Sewall, Conservation Commission Agent

Re: Driveway Permit Application

Name: Beth B. Sackler, Craig Okerstrom-Lang Representative

Location: 47 Hurlburt Rd, Great Barrington

The proposed driveway at 47 Hurlburt Road is out of Wetland Protection Act and Scenic Mountain Act jurisdiction. The Commission has no further recommendations at this time.

Thank you.

Joan Johnsen

From: Joseph Sokul
Sent: Thursday, June 06, 2013 9:06 AM
To: Joan Johnsen
Subject: FW: Driveway, 47 Hurlburt Road

From: Chris Rembold
Sent: Thursday, May 23, 2013 8:59 AM
To: Joseph Sokul; Joan Johnsen
Subject: Driveway, 47 Hurlburt Road

I have reviewed this driveway application and have no issues with it.

Thank you.

Christopher T. Rembold, AICP
Town Planner
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
Ph: (413) 528-1619, x. 7
www.townofgb.org
Follow our blog: www.gbplanning.wordpress.com

Joan Johnsen

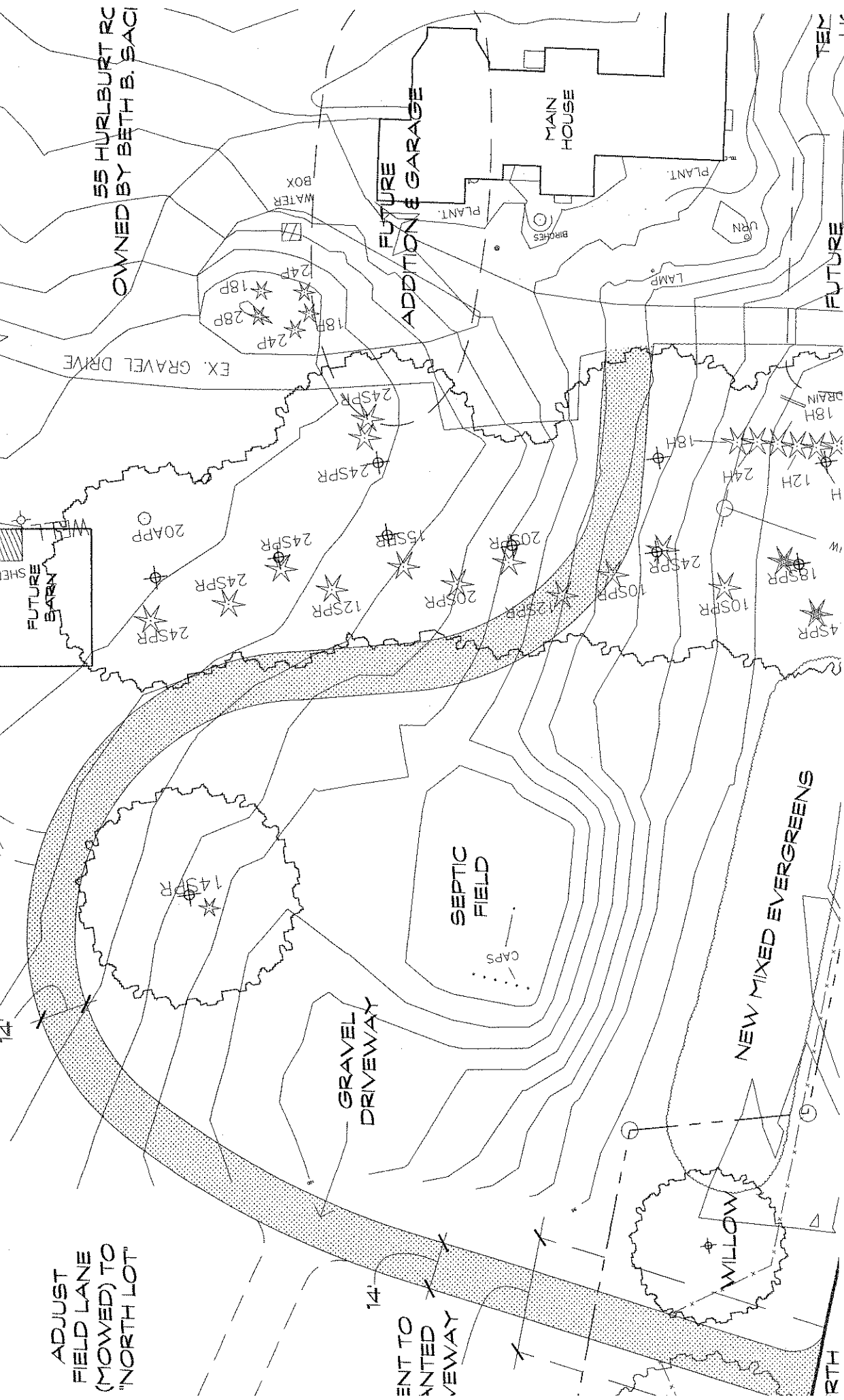
From: Joseph Sokul
Sent: Thursday, June 06, 2013 9:07 AM
To: Joan Johnsen
Subject: FW:

From: Charles Burger
Sent: Friday, May 17, 2013 10:23 AM
To: Joseph Sokul
Subject:

Joe,

I reviewed the applications for the changes in driveways and curb cuts at 47 and 55 Hurlburt Road. The proposed driveways are accessible for our apparatus. However, it appears that access to the pond will be eliminated which will decrease the level of fire protection which we can provide to the residence.

Charles Burger
Chief, Great Barrington Fire Department
37 State Rd
Great Barrington, MA 01230
Phone: 413-528-0788
Fax: 413-528-8315



55 HURLBURT RC
OWNED BY BETH B. SAGI

FUTURE
ADDITION & GARAGE

MAIN
HOUSE

EX. GRAVEL DRIVE

FUTURE
BARN

SEPTIC
FIELD

GRAVEL
DRIVEWAY

NEW MIXED EVERGREENS

WILLOW

ADJUST
FIELD LANE
(MOWED) TO
"NORTH LOT"

ENT TO
ANTED
VEWAY

RTH

FUTURE
TEN

NORTH CURB CUT DETAIL

SCALE: 1" = 10'

NEW FENCE LINE



EX. WILLOW

LAWN

DRAINAGE

EX. SWALE R=3'

90 DEGREES TO ROAD

DRAINAGE/EX. SWALI

CUFF NEW SWALE

GRAVEL

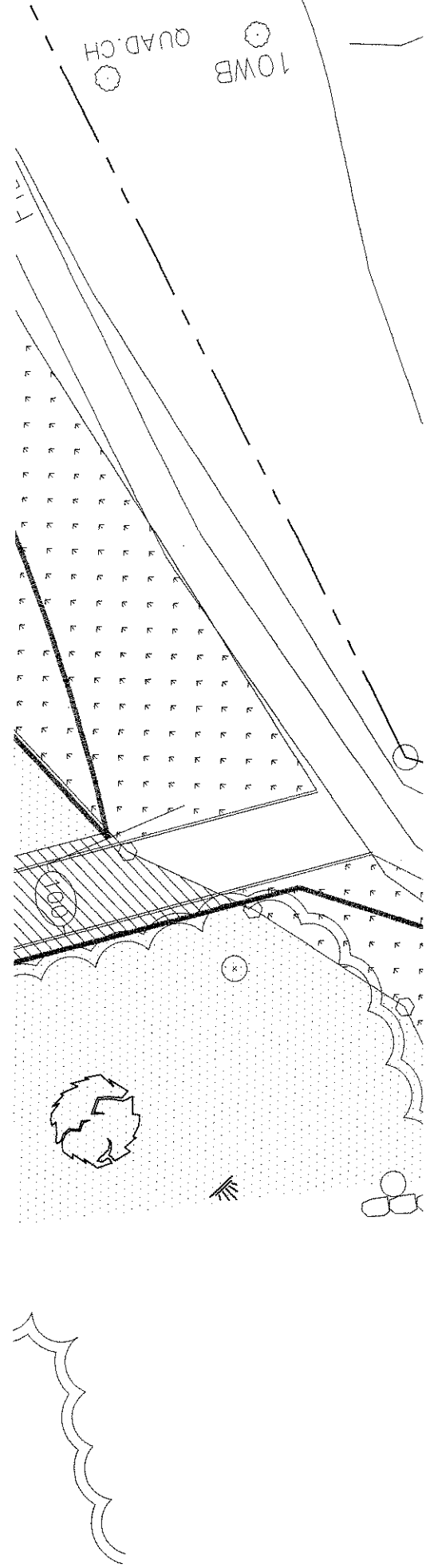
15' CULVERT

ASPHALT EDGE

+/- 20'

14'

HURLBURT ROAD ASPHALT



QUAD. CH

10WB

Board of Selectmen

Fee \$50.00

Pd.

Application for Access to a Public Way / Driveway Permit

Number _____

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$10.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date May 8, 2013 Beth B. Sackler Trust,
 Name of Applicant / Property Owner Susan Franzoi and Ruth Edelson Trustee
 Mailing address 115 Central Park West, #5D, New York, NY 10027
 Phone number (651) 492-5766
 Location of proposed driveway / highway entrance 55 Hurlbut Road
 Contractor who will perform the work Mike Germain or equal
 Address & phone number of contractor Alford, MA
 Proposed construction date Summer 2013
 Type of driveway (gravel, asphalt, etc.) Gravel

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

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

Craig Overstrom - Land representative

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:

- approved as submitted
- approved with conditions attached
- disapproved for reasons attached
- resubmitted with changes suggested per attached

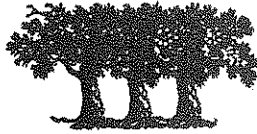
Staff Reviews Received:

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

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

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

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



To: Great Barrington Board of Selectmen

From: Craig Okerstrom-Lang, RLA, ASLA

Date: May 8, 2013

Ref: 55 Hurlbert Road, Great Barrington
Curb Cut Permit Narrative

Dear Board of Selectmen,

Attached are the following for the curb cut application for the referenced property:

- Application form from Town DPW
- Curb Cuts Permit Plan by Okerstrom Lang Ltd
- \$50 fee via check

The owner owns two adjacent properties on Hurlbert Road and would like to shift the curb cuts on both properties. The design of these and other property improvements are per the Master Plan by OL Ltd, Landscape Architects.

55 Hurlbert Road is owned by Beth B. Sackler Trust, Susan Frunzi and Ruth Edelson Trustees. It has a driveway that enters in the middle of the road frontage to the main house. This entrance will be temporarily used as construction access while an addition is built on the house. It will be gated during construction.

After construction this entrance will be abandoned, fenced off and landscaped with the main entrance located to the north ("North Curb Cut" on Plan). A small section will remain as a pull off for propane deliveries.

This new north driveway crosses the "north lot", 47 Hurlbert Road, which is owned by Beth B. Sackler. An easement will be granted for this access. See separate Curb Cut Permit and Narrative for this.

A new curb cut for 55 Hurlbert Road will be built at an existing field lane entrance at the most southern end of the property. This is for access to the existing Guest House and it will be a "two-track lane style" drive with a grassy medium. A small bridge crosses the intermittent stream.

Once the above work is completed there will be one (1) curb cut for 55 Hurlbert Road.

General Notes

1. An Order of Conditions has been received from the Great Barrington Conservation Commission for the work described above that falls within their jurisdiction.
2. The new cut will have the Town specified drainage and paved apron meeting the road edge flush. See details on Plan.
3. The existing white wood fence will be shifted back to the Town ROW line of Hurlbert Road which is the property line.

Cc: Beth B. Sackler; Jeffery Cohen

Pete Soules
Highway-Facilities Superintendent

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



20 East Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works
Highway Division

Conditions on Application for Access to Public Way

Applicant: Beth B. Sackler Trust. Susan Frunzi and Ruth Edelson Trustee.
Location: 55 Hurlburt Road
From: Pete Soules Highway Superintendent
Date: May 28, 2013

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

- I. Driveway width shall not be less than 8-feet or more than 16-feet within the town right-of-way. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
 - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
 - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
 - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
 - A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway.
 - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
 - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

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

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

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



55 Hurlburt Road
Looking North



55 Hurlburt Road
Looking South

Joan Johnsen

From: Joseph Sokul
Sent: Thursday, June 06, 2013 9:06 AM
To: Joan Johnsen
Subject: FW: Driveway, 55 Hurlburt Road

From: Chris Rembold
Sent: Thursday, May 23, 2013 8:59 AM
To: Joan Johnsen; Joseph Sokul
Subject: Driveway, 55 Hurlburt Road

I have reviewed this driveway application and have no issues with it.

Thank you.

Christopher T. Rembold, AICP
Town Planner
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
Ph: (413) 528-1619, x. 7
www.townofgb.org
Follow our blog: www.gbplanning.wordpress.com

Joan Johnsen

From: Joseph Sokul
Sent: Thursday, June 06, 2013 9:07 AM
To: Joan Johnsen
Subject: FW:

From: Charles Burger
Sent: Friday, May 17, 2013 10:23 AM
To: Joseph Sokul
Subject:

Joe,

I reviewed the applications for the changes in driveways and curb cuts at 47 and 55 Hurlburt Road. The proposed driveways are accessible for our apparatus. However, it appears that access to the pond will be eliminated which will decrease the level of fire protection which we can provide to the residence.

Charles Burger
Chief, Great Barrington Fire Department
37 State Rd
Great Barrington, MA 01230
Phone: 413-528-0788
Fax: 413-528-8315

Amanda Sewall
Conservation Commission Agent

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

CONSERVATION COMMISSION

MEMORANDUM

Date: May 22, 2013

To: Joseph Sokul, DPW Superintendent

From: Amanda Sewall, Conservation Commission Agent

Re: Driveway Permit Application

Name: Beth B. Sackler, Craig Okerstrom-Lang Representative

Location: 55 Hurlburt Rd, Great Barrington

The proposed driveway at 55 Hurlburt Road went through the Commission's Notice of Intent process and an Order of Conditions was issued on April 24th, 2013. A copy of the Order has been included for your review. The Commission has no further recommendations at this time.

Thank you.

COPY

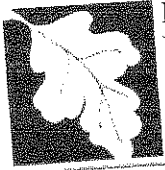


Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:167-0372
eDEP Transaction #:552213
City/Town:GREAT
BARRINGTON

A. General Information

- 1. Conservation Commission **GREAT BARRINGTON**
- 2. Issuance a. OOC b. Amended OOC
- 3. Applicant Details
 - a. First Name **JEFFREY N.** b. Last Name **COHEN**
 - c. Organization **BETH B. SACKLER TRUST**
 - d. Mailing Address **115 CENTRAL PARK WEST, APT 5D** g. Zip Code **10023**
 - e. City/Town **NEW YORK** f. State **NY**
- 4. Property Owner
 - a. First Name **JEFFREY N.** b. Last Name **COHEN**
 - c. Organization **BETH B. SACKLER TRUST** g. Zip Code **10023**
 - d. Mailing Address **115 CENTRAL PARK WEST, APT 5D**
 - e. City/Town **NEW YORK** f. State **NY**
- 5. Project Location
 - a. Street Address **55 HURLBURT ROAD** c. Zip Code **01230**
 - b. City/Town **GREAT BARRINGTON** e. Parcel/Lot# **29A**
 - d. Assessors Map/Plat# **31** g. Longitude **73.38977W**
 - f. Latitude **42.19916N**
- 6. Property recorded at the Registry of Deed for:
 - a. County **SOUTHERN BERKSHIRE** b. Certificate **2154** c. Book **102** d. Page **102**
- 7. Dates
 - a. Date NOI Filed : **2/7/2013** b. Date Public Hearing Closed: **3/26/2013** c. Date Of Issuance: **4/24/2013**
- 8. Final Approved Plans and Other Documents
 - a. Plan Title: **ADDITIONAL INFORMATION NOTICE OF INTENT APPLICATION** b. Plan Prepared by: **SK DESIGN SARAH M. SHULTZ** c. Plan Signed/Stamped by: **3/27/2013** d. Revised Final Date: e. Scale:



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CONSTRUCTION AREA PLAN SK DESIGN SARAH M. SHULTZ 3/22/2013
 SITE PLAN 1 OF 2 SECTION AND DETAILS 2 OF 2 SK DESIGN SARAH M. SHULTZ 3/27/2013

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

- a. Public Water Supply
- d. Private Water Supply
- g. Ground Water Supply
- b. Land Containing Shellfish
- e. Fisheries
- h. Storm Damage Prevention
- c. Prevention of Pollution
- f. Protection of Wildlife Habitat
- i. Flood Control

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

- a. The following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.

Denied because:

- b. The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. Buffer Zone Impacts; Shortest distance between limit of project disturbance and the wetland resource _____ a. linear feet
 area specified in 310CMR10.02(1)(a).

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>14</u> a. linear feet	<u>14</u> b. linear feet	<u>0</u> c. linear feet	<u>0</u> d. linear feet



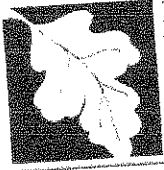
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5. **Bordering Vegetated Wetland**
 a. square feet b. square feet c. 200 square feet d. 200 square feet
6. **Land under Waterbodies and Waterways**
 a. square feet b. square feet c. square feet d. square feet
7. **Bordering Land Subject to Flooding**
 Cubic Feet Flood Storage
 e. c/y dredged f. c/y dredged
8. **Isolated Land Subject to Flooding**
 Cubic Feet Flood Storage
 a. square feet b. square feet c. square feet d. square feet
 e. cubic feet f. cubic feet g. cubic feet h. cubic feet
9. **Riverfront Area**
 Sq ft within 100 ft a. total sq. feet b. total sq. feet
 Sq ft between 100-200 ft c. square feet d. square feet e. square feet f. square feet
 g. square feet h. square feet i. square feet j. square feet

Coastal Resource Area Impacts:

- | Resource Area | Proposed Alteration | Permitted Alteration | Proposed Replacement | Permitted Replacement |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 10. <input type="checkbox"/> Designated Port Areas | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 11. <input type="checkbox"/> Land Under the Ocean | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 12. <input type="checkbox"/> Barrier Beaches | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 13. <input type="checkbox"/> Coastal Beaches | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 14. <input type="checkbox"/> Coastal Dunes | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 15. <input type="checkbox"/> Coastal Banks | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 16. <input type="checkbox"/> Rocky Intertidal Shores | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| 17. <input type="checkbox"/> Salt Marshes | <u> </u> | <u> </u> | <u> </u> | <u> </u> |



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18. Land Under Salt Ponds
 a. square feet b. square feet c. square feet d. square feet

 a. square feet b. square feet

19. Land Containing Shellfish
 20. Fish Runs
 a. square feet b. square feet c. square feet d. square feet

 c. c/y dredged d. c/y dredged
 Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above

21. Land Subject to Coastal Storm Flowage

 a. square feet b. square feet

22. Restoration/Enhancement (For Approvals Only)
 If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please entered the additional amount here.

 a. square feet of BVW b. square feet of Salt Marsh

23. Streams Crossing(s)
 If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

 a. number of new stream crossings b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act
 The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.



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6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
 7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
 8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
 9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
 10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,
"Massachusetts Department of Environmental Protection"
[or "MassDEP"]
File Number : "167-0372"
 11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
 12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
 13. The work shall conform to the plans and special conditions referenced in this order.
 14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
 15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
 16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
 17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
 18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
- NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**
19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General

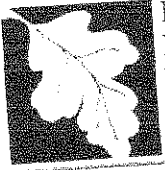


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Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.* the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.* the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:167-0372
eDEP Transaction #:552213
City/Town:GREAT
BARRINGTON

- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:
SEE ATTACHED



D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The Conservation Commission hereby (check one that applies):

a. DENIES the proposed work which cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw _____

2. Citation _____

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows:

Special Conditions
Attachment A - DEP File #167- 0359
Great Barrington, MA
May 23, 2012

I. GENERAL:

- 1.) In case of emergencies, problems, or the need to discuss site conditions with the Conservation Commission, please contact the Commission during business hours at **(413) 528-1619 ext. 122.**

- 2.) The term “**Plans**” as used in the Order shall refer to the Plans entitled Revised Wetland Restoration & Bank Restoration Report dated May 11, 2012. The Order permits only the work as shown on the approved Plans.
Approved Site Plans are as follows:
 - a. Wetlands and Stream Bank Restoration Plans, Prepared for Paul & Maureen Hickey, Hurlburt Road Great Barrington, Massachusetts, Revision Date May 8, 2012, Stamped by Matthew Puntin of SK Design, Sheets 1-4
 - b. Notice of Intent Application, Prepared for Paul & Maureen Hickey, Hurlburt Road Great Barrington, Massachusetts, Revision Date May 10, 2012, Stamped by Matthew Puntin of SK Design, Sheets 1-6

- 3.) Restoration Construction Sequence shall be as follows, all referenced activities are described in full in the Plan entitled Revised Wetland Restoration & Bank Restoration Report dated May 11, 2012, and hereby known as “The Plan”:
 2. Install MassDEP sign
 3. Install erosion Controls along resource areas shown on approved project plans
 4. Contact Conservation Commission for site inspection and notify commencement of work
 5. Identify and removal invasive species in accordance with the Invasive Species Management Plan, Appendix D
 6. Upper Culvert Removal and Restoration Area, see Section 3.1-3.6 and May 8, 2012 site plan Sheet No. 4 of 4:
 - a. Work to be completed by July 15th, 2012
 7. Stream Bank Restoration, see Section 4 of and May 8, 2012 site plan Sheet No. 2 of 4, 3 of 4, and 4 of 4:
 - a. Work to be completed by August 15th, 2012
 8. 54,970 S.F. BVW Restoration, see Section 3.1-3.6 of and May 8, 2012 site plan Sheet No. 3 of 4:
 - a. Work to be completed by October 15th, 2012
 9. Contact Conservation Commission for site visit upon completion of intermittent stream restoration and upper culvert restoration. Remove silt fence as directed.

10. Continue Invasive Species Management in accordance with Appendix D of the Plan and Section 3.1 of the Plan. The Invasive Management Plan shall be implemented for two years from October 15th, 2012.
 11. For the purposes of restoration, erosion control measures to the east of the intermittent stream shall only be installed up to the south western boarder of the proposed Fruit Orchard as seen on site Map 4 of 6 revision date May 10, 2012.
- 4.) No work on the construction of the single family home and associated appurtenances, except the installation of the driveway through the BWV and the western buffer zone, shall begin until restoration is complete and approved by the Conservation Commission.
 - 5.) All stockpiles of soil, rock and debris associated with the construction of the single family home shall be located outside the BVW and buffer zone.
 - 6.) The Commission reserves the right to impose additional conditions on any portion of this project that causes impact to any area of jurisdiction under the Act or the Ordinance.
 - 7.) Erosion control devices shall not block passage between uplands and vernal pools between the dates of March 1 and July 30. Where erosion controls have been placed in areas between uplands and vernal pools, a minimum of three over lapping breaks in the silt fence shall be implemented upon installation.
 - 8.) All plantings and seeding shall be watered as necessary to ensure growth.
 - 9.) It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of the Order, and to procure all required permits or approvals. These reviews, permits and approvals may include but are not limited to the following:
 - Review by the U.S. Army Corps of Engineers for any Category 2 or Individual Permit Activity, and procurement of any permits or approvals identified by the Corps.
 - Review by the Department of Environmental Protection (the "DEP") and procurement of any permits or approvals identified by the DEP.
 - 10.) Unless another limit of work line has been noted on the Plans and approved by the Commission, the geotextile/sedimentation/siltation/straw wattle/barriers shall constitute a limit-of-work. **Under no circumstances is any work allowed to take place on the down-gradient side (the wetland/resource side) of the limit of work. This includes stockpiling of any and all materials, vegetation waste and extra erosion controls.**
 - 11.) At no time shall sediments be allowed to flow into or accumulate in any wetland or resource area on or off the property.
 - 12.) Any material placed in any resource area without specific authorization under the Order shall be removed immediately upon demand of the Conservation Commission or its Coordinator. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.*** Activities prohibited within any resource area and their buffer zones:

- operation of equipment, storage of materials, stockpiling of soil, or other site disturbance;
- stockpiling of debris, aggregate, fill, excavated material, construction material and building material; it shall also be stockpiled far enough away to prevent sediment from entering any wetland resource area;
- burying or disposal of debris or any other materials, other than that fill which may be allowed by the Order and as shown on the approved Plans herein;
- dumping of leaves, grass clippings, brush, stumps, construction and yard debris or materials of any kind, unless expressly permitted by the Order or the Plans approved herein;
- refueling, servicing, and repair of motorized construction vehicles. Equipment operators shall be prepared to immediately respond to accidental releases of fuel, motor oil, and other liquids through containment. If any release of fuel, motor oil, lubricating oils, etc. occurs, the applicant and other responsible parties, in addition to all obligations under GL c. 21E (Massachusetts Oil and Hazardous Material Release Prevention and Response Act) and the Massachusetts Contingency Plan (MCP), shall immediately notify the Department of Environmental Protection's Western Regional Office at 1-413-784-1100. Any response action or cleanup shall be conducted pursuant to GL c. 21E and the MCP.
- use of pesticides, herbicides, fungicides, fertilizers or any other chemicals. Organic pesticides, herbicides, fungicides and fertilizers may be used.
- use of de-icing chemicals (e.g. sodium, potassium, and calcium chloride) on driveways located in wetland resource areas and buffer zones. Optional: an environmentally friendly material as approved by the Commission may be used.

13.) The Order shall be included with all construction-related documents. All contractors working at the site shall be made aware of the provisions contained within the Order and adhere to all Special Conditions herein. At all times, the site foreman, supervision engineer or construction manager shall have a copy of the Order at the site and direct compliance with the requirements of the Order.

14.) The Order authorizes only the activity described on the approved Plans and approved documents referenced in the Order. No future work of any kind, including but not limited to site grading, clearing, or cutting of vegetation, installation of fences, storage shed, yard or garden sheds, above-ground or in-ground swimming pools and related buildings, or any other structure not specifically addressed by this filing shall be allowed beyond the limit of work line as shown on the approved Plans.

15.) The applicant and any person involved in the activity that is the subject of the Order shall notify the Commission or its Coordinator immediately upon discovery of any matter related to the Order that may affect any area within the jurisdiction of the Commission.

16.) Whether from on-site or off-site, any fill used in connection with this project shall be clean granular material essentially free of masonry, stumps, frozen clumps of earth, wood, trees branches, trash and waste material. All material coming in from off site is subject to the approval of the Environmental Monitor.

- 17.) In the event that this property/project is sold or conveyed, the new owner(s) shall meet with the Conservation Commission or its Coordinator prior to commencing or continuing any work permitted by this order.

II. PRIOR TO CONSTRUCTION:

- 18.) (excavator copy of OOC) **Prior to the commencement of any earth moving activities**, whoever shall be employed to execute earth-moving activities must be provided a copy of the Order. Thereafter, they may be held responsible with the applicant and property owner for violations, and may be subject to penalties authorized by law and/or regulation for those violations.
- 19.) (EC's) **Prior to the initiation of any work**, unless otherwise agreed upon by the applicant and Commission or its Coordinator, all erosion control measures shall be constructed and installed as shown on the approved Plans. The erosion control specifications provided in the Notice of Intent and the erosion control provision in the Order will be the minimum standards for this project; additional measures may be required. **No work shall begin until the Commission has inspected and approved of all erosion controls.**
- 20.) (pre-construction meeting) **Prior to the initiation of any work**, a pre-construction meeting shall be held (other than of an emergency nature) between the Commission and/or its Coordinator and the applicant and his/her environmental consultant, contractor, site foreman or construction manager. The applicant shall notify the Commission in writing the week before the desired meeting in order to arrange for a mutually agreed upon time and date. Prior to the agreed meeting date and time, all erosion control measures shall be installed as shown on the approved Plans unless otherwise agreed upon by the applicant and Commission.
- 21.) (emergency contact information) **Prior to initiation of any work**, emergency contact phone numbers, including cell phone numbers of the applicant, their environmental consultant, contractor, site foreman and construction manager shall be furnished to the Commission.
- 22.) (48 hours notice) **Prior to initiation of any work**, if a pre-construction meeting is deemed unnecessary, the applicant shall give the Commission at least forty-eight (48) hours weekday notice after the erosion control measures are in place to allow the Commission to inspect and approve of such measures. **No work shall begin until the Commission has inspected and approved of all erosion controls.**
- 23.) (permanent markers) **Upon completion of restoration work**, applicant shall mark the line of no disturbance by the installation of permanent markers. Pick from the following:
- a. Cement permanent markers, not less than 4" X 4", shall be submerged below the frost line and at be at least 24" above ground level, painted orange or other bright color. Such markers shall be located as referenced on the Plans and shall be placed no less than every 20' or at every change in direction.

- b. Large (500 lb. or greater in size) boulders shall be placed as referenced on the Plans and shall be placed no less than every 20' or at every change in direction.
- c. Other Conservation Commission approved demarcation plan

III. DURING CONSTRUCTION:

- 24.) (tagged trees) Only 11 trees are approved for removal. All limbs, branches, slash and deadwood shall be removed from the area of statutory interest. Trees shall be replaced at a 1:1 ration with trees native to the region and with the minimum size of a five gallon pot.
- 25.) (protection of stockpiled materials) No disturbed areas or stockpiled materials shall be left unprotected or without sufficient erosion controls to ensure such materials will not cause any impacts to any wetland. Stockpiles left exposed for longer then 14 days, shall be covered with a tarp if to be used within one month from piling, or seeded with a fast growing native grass if remaining longer.
- 26.) (over-winter stabilization) If construction continues into Autumn and Winter months, all disturbed areas shall be graded, loamed and seeded prior to October 30, of each year.
- 27.) (snow removal) Unless expressly allowed elsewhere in the Order, during snow removal operations, snow shall not be piled or placed beyond the limit of work. Road salt shall not be used on any surfaces where surface drainage discharges into any wetland or buffer zone. *This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.*
- 28.) (liquid fertilizer) No salts or salt compounds, liquid or solid chemical lawn fertilizers, pesticides, herbicides or chemical or petroleum dust control agents shall be applied within the area of statutory interest or anywhere that the surface drainage is discharged into and area of statutory interest. Also no petroleum or liquid or solid chemical storage is permitted in any area of statutory interest.

IV. EROSION AND SEDIMENT CONTROL REQUIREMENTS:

- 29.) (straw bales only) **Hay bales are not permitted** – because of the propensity for hay bales to spread invasive species, only straw bales (“bales”) and wattles shall be used.
- 30.) Erosion control measures shall not be removed and shall remain intact until removal is approved by the Commission and/or the Coordinator. The sediment collected by these devices shall be removed and placed at an upland location and in a manner that will prevent its later erosion to any resource area.
- 31.) (installation of ECs) Sedimentation and erosion control measures shall be placed as shown on the approved Plans. Sedimentation and erosion control materials shall consist of:

- a. A row of entrenched and staked siltation filter fabric fencing
 - b. Straw wattles
- 32.) (exposed soils) To prevent erosion, soils exposed for periods greater than two months shall be stabilized with erosion control blanket or netting, or a covering of mulch, or a temporary cover of fast growing native grass. Any stabilization materials such as jute netting shall be firmly anchored to prevent them from being washed from slopes by rain or flooding. Preference should be given to biodegradable materials. ***This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.***
- 33.) (ECs maintenance) All sedimentation and erosion controls shall be maintained in proper functioning condition until all disturbed areas have been stabilized with final vegetative cover or until the Commission or its Coordinator has determined that the control measures are no longer necessary. Structural failure of erosion and sedimentation controls required by the Order can constitute a violation of the Order, and can result in enforcement actions and fines from the Commission and possibly other regulatory agencies.
- 34.) (stockpile of ECs) An adequate stockpile of erosion control materials shall be on site at all times for routine and emergency replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, riprap, filter berms or other devices planned for use during construction.
- 35.) (avoid heavy rain) Site grading and construction shall be scheduled to avoid periods of heavy rainfall and periods of high surface water.
- 36.) (EC inspection) It is the responsibility of the applicant to ensure that erosion controls are inspected after every rainfall to assure that maximum control has been provided and to repair and replace them as necessary. The applicant shall also remove any sediments that accumulate at the erosion control line and shall properly dispose of those sediments outside all jurisdictional areas.
- 37.) (fix erosion) The applicant shall immediately control or correct any erosion problems that occur at the site and shall also immediately notify the Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary.
- 38.) (site in stable condition) The areas of construction shall remain in a stable condition at the close of each construction day. Erosion control measures shall be inspected at this time, and maintained or reinforced as necessary. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent. These devices shall also be inspected to assure that the maximum control has been provided. Any entrapped silt shall be removed to an area outside the buffer zone and resource areas, and maintained or reinforced as necessary. **EROSION AND SEDIMENTATION CONTROLS SHALL BE CONTINUALLY MONITORED TO ENSURE PROPER OPERATION.**

V. ENVIRONMENTAL MONITOR REQUIREMENT:

- 39.) (monitor approval) Approved Environmental Compliance Monitor throughout the life of the project is Brett W. Kamienski from SK Design. If necessary, a replacement Environmental Monitor of equal experience may be hired upon approval by the Commission.
- 40.) (monitor responsibilities) Such environmental consultant shall directly and visually supervise on-site operations as necessary and oversee any emergency placement of controls and/or regulate inspection or replacement of erosion and sedimentation control devices, and any wetland replication if applicable. Said environmental consultant shall keep a weekly/monthly written log of compliance with the Order, and shall make weekly/monthly written reports to the Commission. Reports shall also be furnished to the Commission upon request of the Commission. The monitor shall be given full access and authority to:
- a. inspect all erosion control measures and current construction activities and oversee the cleaning and the proper disposal of waste products;
 - b. submit weekly/monthly reports (or when otherwise requested by the Commission) during construction (via e-mail, facsimile or regular mail) to the Commission regarding site conditions, ongoing and future work, and any erosion or sedimentation problems and their resolution; and
 - c. is fully authorized to stop construction for erosion control correction purposes.
- 41.) (monitor authority) The applicant and all other parties subject to the Order shall comply with all orders and instructions of the environmental monitor, including orders to cease all activity within the Commission's jurisdiction when non-compliance with the Order is observed. The applicant and all other parties subject to the Order shall not resume activity until such time as the Commission has authorized the resumption of activity, which authorization may be written or verbal, direct or through the environmental monitor.

VI. WETLAND REPLICATION:

- 42.) (growing seasons) Unless otherwise specified in the Order, the wetland replication shall be performed in accordance with the Notice of Intent, the Plans, the Enforcement Order and any supplemental documents. The Commission reserves the right to require additional plantings to ensure achievement of 75% cover of wetland plant species within two full growing seasons, as specified in 310 CMR 10.55(4)(b). As listed in the Department of Environmental Protection's Massachusetts Inland Wetland Replication Guidelines March 2002, the growing season for Berkshire County is from May 6th to October 8th. Thus, two growing seasons will always include at least two calendar years.

VII. UPON COMPLETION OF CONSTRUCTION:

- 43.) (permanent stabilization) Within 30 days of final grading, (or within 30 calendar days after the commencement of the following growing season if the project is completed after October 31st), all disturbed areas shall be permanently stabilized with rapidly growing cover and a minimum of 4 to 6 inches of organic topsoil, if necessary and a USDA, Natural Resources Conservation Service-approved native seed mixture should be used in accordance with the measures outlined in "Vegetative Practices in Site Development: Massachusetts Conservation Guide, Volume II," or other acceptable stabilization method to assure long-term stabilization of disturbed areas. Maintenance of these areas shall be in a manner that assures permanent stabilization and precludes any soil erosion and shall be the responsibility of the owner of record of the property or the responsibility of the applicant. *This condition is ongoing and does not expire upon completion of this project or the issuance of a Certificate of Compliance.*
- 44.) Only upon completion of the project, when all soils are permanently stabilized and with approval by the Commission or its Coordinator shall all erosion controls be removed.
- 45.) (COC requirements) Upon completion of construction and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):
- A Completed Request for a Certificate of Compliance form (WPA Form 8A).
 - As-Built plans signed and stamped by a registered professional engineer, architect, landscape architect or land surveyor and a written statement from such professional certifying substantial compliance with the Plans and describing what deviation, if any, exists from the Plans approved in the Order. This plan shall include at a minimum:
 - All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in the Order;
 - Distances from any structures constructed under the Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
 - A line delineating the limit of work - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under the Order;
 - Wetland resource replication areas constructed under the Order.

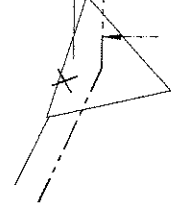


SOUTH CURB CUT DETAIL

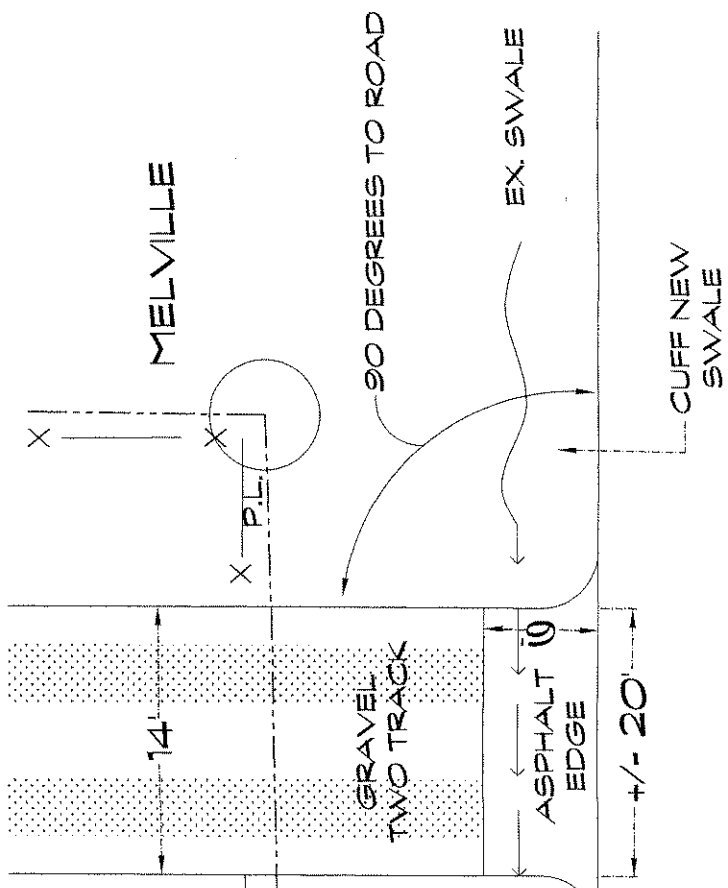
SCALE: 1" = 10'

WOODLANDS

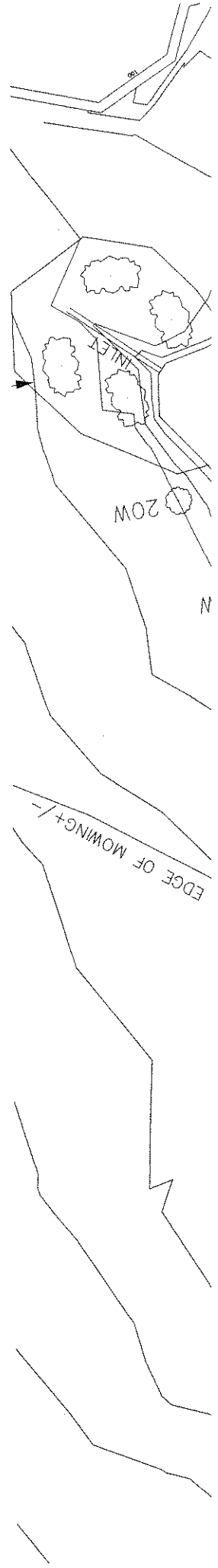
NEW FENCE LINE X X P.L. X X

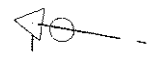
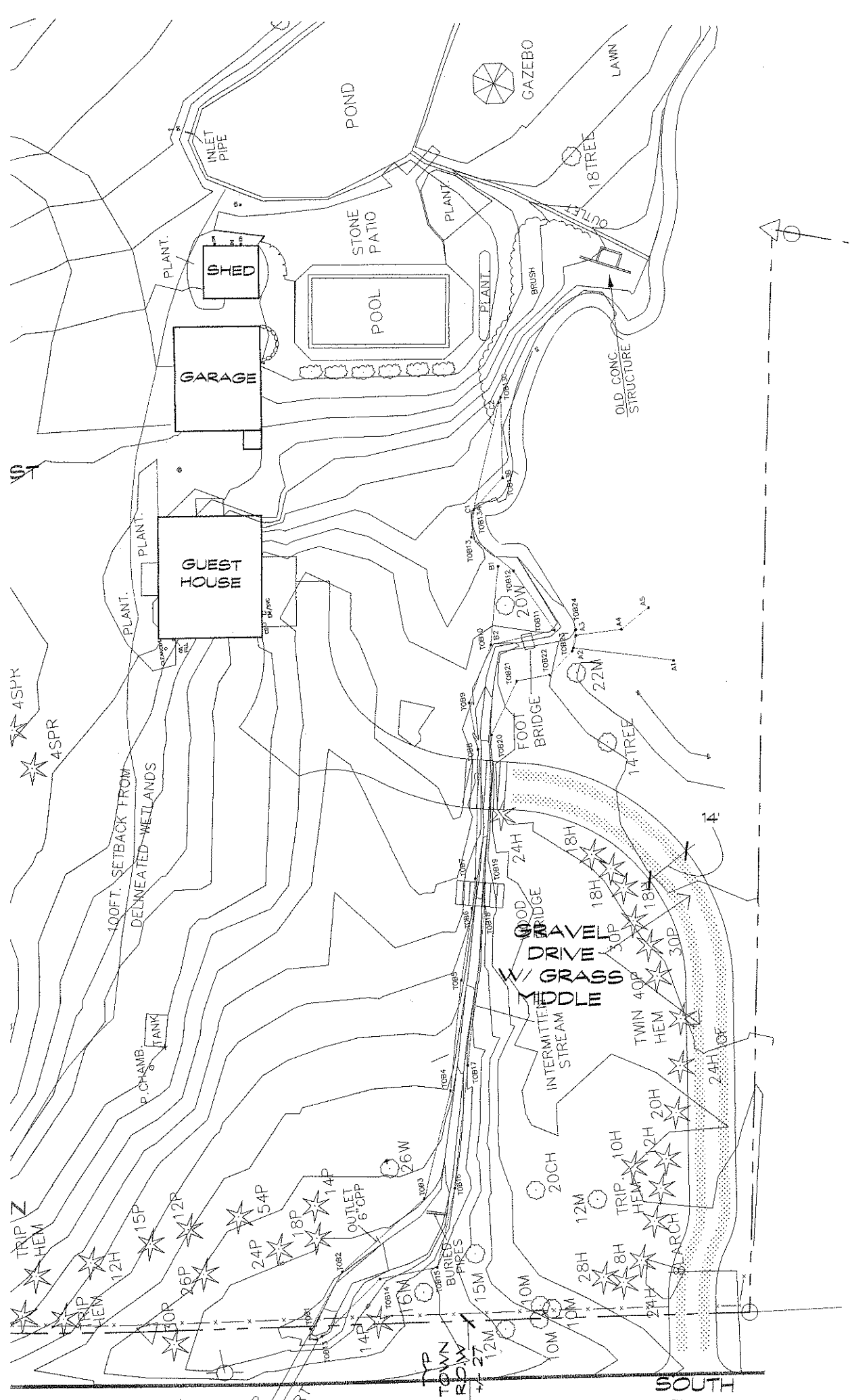


TOWN R.O.W. +/- 50'



HURLBURT ROAD ASPHALT





4SPK
4SPR

100FT. SETBACK FROM
DELNEATED WETLANDS

TRIP Z
HEM
12H
15P
12P
26P
24P
18P
14P
26W
16M
15M
12M
10M
10M
10M

P. CHAMB
TANK

OUTLET
6\"/>

TRIP HEM
10H
20H
24H
28H
30P
14T
18T
18TR

BURIED
PIPES

WOOD
BRIDGE

INTERMITTENT
STREAM

W GRASSY
HOLE
DRIVE

FOOT
BRIDGE

14T
18T
18TR

22M
24H
30P
40P

TWIN
HEM

ARCH

OLD CONC.
STRUCTURE

BRUSH

18TR
18T

PLANT.
PLANT.
PLANT.
PLANT.

POOL

STONE
PATIO

GUEST
HOUSE

GARAGE

SHED

POND

GAZEBO

LAWN

SOUTH

TOWN
ROW

27

FEE: \$25.00

DATE: 5/13/13



RECEIVED
TOWN MANAGER

MAY 13 2013

TOWN OF GREAT BARRINGTON

APPLICATION FOR ONE DAY LIQUOR LICENSE

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

TO THE LICENSING AUTHORITY:

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

APPLICANT'S NAME: STEPHEN PEARLMAN

ORGANIZATION NAME: ASTON MAGNA

APPLICANT'S ADDRESS: PO Box 28, Great Barrington 01230

Type of license being
Applied for:

ONE DAY BEER & WINE

ONE DAY ALL ALCOHOLIC

EVENT: THE ART OF THE CHALUMEAU (EARLY CLARINET)

DATE: 6/15/13 START TIME: 6 PM END TIME: 10 PM

LOCATION: DANIEL ARTS CENTER, BARD College of Simon's Rock,
Great Barrington, MA 01230 84 Alford Road

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

Stephen Pearlman

Signature of Applicant

41 Great Spruce Drive, Hillsdale, NY 12529

Mailing Address

518-325-7382

Telephone Number

Decision:
Approved _____
Denied _____
Postponed _____

2 0 1 3 F E S T I V A L S C H E D U L E

THE ART OF THE CHALUMEAU (EARLY CLARINET)

June 13, 8:00pm | Slosberg Auditorium,
Brandeis University

June 14, 8:00pm | Olin Hall, Bard College

June 15, 6:00pm | Daniel Arts Center,
Bard College at Simon's Rock

Works of Vivaldi, Conti, Telemann
and Ziani.

Eric Hoeprich, chalumeau; Stephen Hammer,
baroque oboe; Kristen Watson, soprano; and string
ensemble.

J. S. BACH: THE SIX SONATAS FOR VIOLIN AND HARPSICHORD

June 20, 8:00pm | Slosberg Auditorium,
Brandeis University

June 21, 8:00pm | Olin Hall, Bard College

June 22, 6:00pm | Daniel Arts Center,
Bard College at Simon's Rock

The Six Sonatas for Violin and
Harpsichord.

Daniel Stepner, baroque violin, and
Peter Sykes, harpsichord.

MASTERWORKS BY J.S. BACH AND MARIN MARAIS

June 27, 8:00pm | Slosberg Auditorium,
Brandeis University

June 28, 8:00pm | Olin Hall, Bard College

June 29, 8:00pm | Mahaiwe Performing
Arts Center,* Great Barrington

Bach's Brandenburg Concerto No. 2 and
cantata "Jauchzet Gott in allen Landen;" Marais arias
and solo music for the viola da gamba.

Dominique Labelle, soprano; Laura Jeppesen,
viola da gamba; Catherine Liddell, theorbo; Josh
Cohen, Baroque trumpet; and chamber orchestra led by
Daniel Stepner.

*note time and venue

SHADES OF LOVE LOST

Madrigals of de Wert and Monteverdi

July 4, 8:00pm | Slosberg Auditorium,
Brandeis University

July 5, 8:00pm | Olin Hall, Bard College

July 6, 6:00pm | Daniel Arts Center,
Bard College at Simon's Rock

Aston Magna Madrigal Singers.

MUSIC FROM THE LIBRARY OF THOMAS JEFFERSON

July 11, 8:00pm | Slosberg Auditorium,
Brandeis University

July 12, 8:00pm | Olin Hall, Bard College

July 13, 6:00pm | Daniel Arts Center,
Bard College at Simon's Rock

Music of Corelli, Mozart, J.C. Bach,
Maria Cosway, and American composer, Francis
Hopkinson.

Sharon Baker, soprano;
Daniel Stepner, violin; Michael Sponseller, harpsichord.

FEE: \$25.00

DATE: 5/13/13



RECEIVED
TOWN MANAGER

MAY 13 2013

TOWN OF GREAT BARRINGTON

APPLICATION FOR ONE DAY LIQUOR LICENSE

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

TO THE LICENSING AUTHORITY:

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

APPLICANT'S NAME: STEPHEN PEARLMAN

ORGANIZATION NAME: ASTON MAGNA

APPLICANT'S ADDRESS: PO Box 28, Great Barrington, 01230

Type of license being
Applied for:

ONE DAY BEER & WINE

ONE DAY ALL ALCOHOLIC

EVENT: J.S. BACH & THE SIX SONATAS FOR VIOLIN AND HARPSICORD

DATE: 6/22/13 START TIME: 6 PM END TIME: 10 PM

LOCATION: Daniel Arts Center, Brand College of Simon's Rock
84 Alford Road, Great Barrington, MA 01230

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

[Signature]
Signature of Applicant

41 Great Spruce Drive, Hillsdale, NJ 07529
Mailing Address

518-325-7382
Telephone Number

Decision:
Approved _____
Denied _____
Postponed _____

FEE: \$25.00

DATE: 5/13/13



RECEIVED
TOWN MANAGER

MAY 13 2013

TOWN OF GREAT BARRINGTON

APPLICATION FOR ONE DAY LIQUOR LICENSE

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

TO THE LICENSING AUTHORITY:

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

APPLICANT'S NAME: STEPHEN PEARLMAN

ORGANIZATION NAME: ASTON MAGNA

APPLICANT'S ADDRESS: PO BOX 28, GREAT BARRINGTON, 01230

Type of license being
Applied for:

ONE DAY BEER & WINE

ONE DAY ALL ALCOHOLIC

EVENT: SHADES OF LOVE LOST: MADRIGALS OF DE WART AND MONTVERDI

DATE: 7/6/13 START TIME: 6 PM END TIME: 10 PM

LOCATION: DANIEL BASS CENTER, BARD COLLEGE OF SIMON'S ROCK
84 Alford Road, Great Barrington, MA 01230

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

[Signature]

Signature of Applicant

41 Great Spruce Drive, Hillsdale, NY 12528

Mailing Address

518-325-7382

Telephone Number

Decision:

Approved

Denied

Postponed

FEE: \$25.00

DATE: 6/3/13



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: Susan B. Obel and Stephen Pearlman

ORGANIZATION NAME: Aston Magna Foundation for Music and the Humanities

APPLICANT'S ADDRESS: P.O. Box 28, Great Barrington, MA 01230

Type of license being

Applied for: ONE DAY BEER & WINE

EVENT: Aston Magna Festival Concert - post concert reception

DATE: July 13, 2013 START TIME: 6:00 pm END TIME: 10:00 pm

LOCATION: Daniel Arts Center, Simon's Rock, 84 Alford Road, Great Barrington, MA 01230

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

Signature of Applicant

PO Box 28 Great Barrington, MA 01230

Mailing Address

(212) 496-4093 or (413) 528-0584

Telephone Number

Decision:

Approved

Denied

Postponed

RECEIVED
TOWN MANAGER

MAY 21 2013

FEE: \$25.00

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

DATE: 5.16.13

(pd)



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: Kira Smith

ORGANIZATION NAME: Berkshire Coop Market

APPLICANT'S ADDRESS: 42 Bridge St. GB MA 01230

Type of license being
Applied for:

ONE DAY BEER & WINE

ONE DAY ALL ALCOHOLIC

EVENT: SOLSTICE

DATE: Sat. June 22, 2013 START TIME: 12pm END TIME: 4pm

LOCATION: Memorial Field

Great Barrington, MA 01230

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

[Signature]

Signature of Applicant

42 Bridge Street GB MA 01230

Mailing Address

413.508.9097 ext 13

Telephone Number

Decision:

Approved

Denied

Postponed

Berkshire Coop
 Summer Solstice Bash
 Memorial Field
 Sat. June 22nd
 Noon - 4pm

RECEIVED
 TOWN MANAGER
 MAY 30 2013
 BOARD OF SELECTMEN
 GREAT BARRINGTON, MA



* Parks Approval for use of Memorial Field

PARKS COMMISSIONERS
MASON LIBRARY
231 MAIN STREET
GREAT BARRINGTON, MA 01230
MONDAY, APRIL 8, 2013
5:00 P.M.

PRESENT:

PAUL GIBBONS

CHARLES BOUTEILLER

THOMAS NORTON

STEVE BANNON

PATRICIA SALVI

KATHY PLUNGIS

The meeting was called to order at 5:00 p.m.

1. APPROVAL OF MINUTES:

MOTION: Ms. Plungis to approve the minutes of the March 11, 2013 meeting.

SECOND: Mr. Bouteiller

VOTE: 4-0-1 (Steve Abstained)

2. PARKS CARE AND MAINTENANCE:

A. Joe Sokul advised that the shed has been built at Olympian Meadows. The contract is being finalized with Wilkinson's to extend the water/sewer lines. The pump station will be ordered this week. Wilkinson's is also going to install the exercise equipment at South Street Park. A Purchase Order has also been issued for American Fence to do the fence work at Memorial Field. The water fountain at Housatonic Park is on the schedule for the spring. When the new equipment is ordered, wood chips will be ordered. Paul said he sent out the purchase order for the swing set at Lake Mansfield and it will be delivered to the cemetery.

B. Arbor Day Plantings – Dennis Gibbons – Chairman of the Great Barrington Tree Committee. Arbor Day is the last Friday of the month and there are tree plantings planned at Grove Street and Tracy Park. A Yellow Wood and an Oak will be planted at Tracy Park. The Oak tree will be planted to the North of Shiro and the Yellow Wood near the monument. Joe said he would check to see where the state right of way is before the tree is planted. The tree planned for Grove Street Park is an understory Shad to be planted around the perimeter. Dennis Gibbons also said they would like to assess the health and condition of the National Grid trees. The new trees are being donated. Tom Norton asked if a tree was planned for the Housatonic Playground. It was noted that maybe another tree could be donated for that area. Tom Ingersoll noted that he would be glad to donate some trees.

MOTION: Mr. Bouteiller to approve.

SECOND: Mr. Bannon

VOTE: 5-0

3. **OLD BUSINESS:**

Ms. Plungis noted that she discussed the Achiever from Big Toys with Laura from Berkshire South. The Achiever – recycled metal and plastic in woodland colors - \$29,200.00. The Inline swings, 8' high, are \$4,025. There is a contract discount of \$1,661.25. The freight is \$2,878.00. Total cost including the swings is \$34,441.75. The cabana for the tots is \$9,170.00. The spring toy is \$1,450.00. The Laberath panel \$1,690 and the Xylophone panel is \$2,075.00. The total with shipping is \$15,091.00. Ms. Plungis noted that right now she would like to have the Achiever and remove the swings from the cost. We need to obtain the price of the product, freight and instillation costs. Tom noted he would forward the specs for the project.

4. **PARKS USAGE REQUESTS:**

A. Southern Berkshire Youth Football to use Olympian Meadows 3 – 4 times a week from 5:00 p.m. to 8:30 p.m. Preston tinker was present to explain the request.

MOTION: Ms. Plungis

SECOND: Mr. Bouteiller

VOTE: 5-0

B. Southern Berkshire Babe Ruth to use Memorial Field – no one was present.

C. Great Barrington Millers to use Memorial Field Thursdays from 5:30 p.m. to 8:00 p.m. and Sundays 8:00 a.m. to 2:00 p.m. beginning April 4, 2013 to September 1, 2013. Tom Ingersoll was present to explain the request. He noted it is an adult wooden bat baseball team. He said the batting cage needs attention. Paul advised that we can invest in supplies but not the man power because the parks crew works for the cemetery department. It was noted that the Parks Commissioners already approved the purchase of infield mix. Tom advised that the apron of the field needs to be rolled out and the warning track is getting weedy and the outfield needs to be cut. Tom also advised that he would like to cut the branches that are hanging over the outfield from the John Dewey Property and also do some grading of the right field.

MOTION: Mr. Bouteiller.

SECOND: Mr. Bannon

VOTE: 5-0

D. CHP Family Network to use Lake Mansfield. No action was taken as no representative was present.

E. Great Barrington Co-op Market to use Memorial Field Saturday, June 22, 2013 (rain date June 29, 2013) from 8:00 a.m. to 6:00 p.m. for the annual Summer Solstice. It was noted that a tent would be set up on the 21st and removed on the 23rd. The liability insurance will be submitted when it renews in June.

MOTION: Mr. Bannon to approve.

SECOND: Mr. Bouteiller

VOTE: 5-0

FEE: \$25.00 x 23 = \$ 575.00

DATE: 6/4/13



RECEIVED
TOWN MANAGER

JUN 04 2013

TOWN OF GREAT BARRINGTON

APPLICATION FOR ONE DAY LIQUOR LICENSE
BOARD OF SELECTMEN
GREAT BARRINGTON, MA

TO THE LICENSING AUTHORITY:

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

APPLICANT'S NAME: George L Aye

ORGANIZATION NAME: The Guthrie Center

APPLICANT'S ADDRESS: 2 VAN DEUSENVILLE RD.

Type of license being Applied for: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC

EVENT: Concerts - Troubadour Series

DATE: ATTACHED START TIME: 6:00 PM END TIME: 11:30 PM

LOCATION: The Guthrie Center
Great Barrington, MA 01230

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

George L Aye
Signature of Applicant

2 VAN DEUSENVILLE RD, G.B.
Mailing Address

413 528-1955
Telephone Number

Decision:
Approved _____
Denied _____
Postponed _____



The Guthrie Center

The Guthrie Center is a not-for-profit Interfaith Church Foundation

2 Van Deusenville Road ○ Great Barrington, MA 01230
413.528.1955

Guthrie Center Beer & Wine 2013

June

21
22
28
29

July

5
6
12
13
19
20
21
26
27

August

2
3
9
10
14
16
23
24
30
31

ORIGINAL

RECEIVED
TOWN MANAGER

MAY 21 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: Kira Smith

Business/Organization: Berkshire Coop market

D/B/A (if applicable): _____

Address: 42 Bridge Street GB MA 01230

Mailing Address: same

Phone Number: 413.528.9697 ext. 13

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

Live band with up to 5 pieces, including singers Public Show

Other (please explain) _____

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): memorial field by
fence to the far left

Date(s) of Entertainment*: Sat June 22nd, 2013
*Does not include SUNDAY

Start & End Times of Entertainment: 12-4pm

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

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

[Signature]
Signature of Individual or
Corporate Officer

5.16.13
Date

[Redacted]
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: OK with DRT: Set up 6/21 with
take down 6/23. Food permits needed. (CR) 6/4/13

APPROVAL DATE: _____

LICENSE # _____

MUSIC

Vendor tables

Vendor tables

Vendor tables

Vendor tables

Vendor tables

Vendor tables

Vendor tables

(Fence)

- 17:00
- Ice cream
- 1st Dogs
- Burritos -
- Beer meat
- TOP
- WATER
- SOUR CREAM
- SALSA
- BEANS
- TORTILLAS
- CHEESE

RSVP

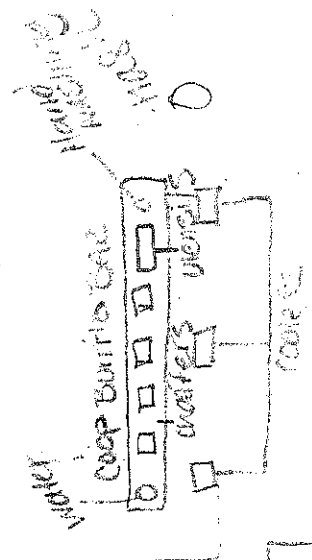
KIDS ACTIVITIES

Lunch tables

MUSIC

Hot Dog Cart

Solo Cart



ENTRANCE

Vendor tables

Parks Commissioners
Meeting 4/8/13

3. **OLD BUSINESS:**

Ms. Plungis noted that she discussed the Achiever from Big Toys with Laura from Berkshire South. The Achiever – recycled metal and plastic in woodland colors - \$29,200.00. The Inline swings, 8' high, are \$4,025. There is a contract discount of \$1,661.25. The freight is \$2,878.00. Total cost including the swings is \$34,441.75. The cabana for the tots is \$9,170.00. The spring toy is \$1,450.00. The Laberath panel \$1,690 and the Xylophone panel is \$2,075.00. The total with shipping is \$15,091.00. Ms. Plungis noted that right now she would like to have the Achiever and remove the swings from the cost. We need to obtain the price of the product, freight and instillation costs. Tom noted he would forward the specs for the project.

4. **PARKS USAGE REQUESTS:**

A. Southern Berkshire Youth Football to use Olympian Meadows 3 – 4 times a week from 5:00 p.m. to 8:30 p.m. Preston Tinker was present to explain the request.

MOTION: Ms. Plungis

SECOND: Mr. Bouteiller

VOTE: 5-0

B. Southern Berkshire Babe Ruth to use Memorial Field – no one was present.

C. Great Barrington Millers to use Memorial Field Thursdays from 5:30 p.m. to 8:00 p.m. and Sundays 8:00 a.m. to 2:00 p.m. beginning April 4, 2013 to September 1, 2013. Tom Ingersoll was present to explain the request. He noted it is an adult wooden bat baseball team. He said the batting cage needs attention. Paul advised that we can invest in supplies but not the man power because the parks crew works for the cemetery department. It was noted that the Parks Commissioners already approved the purchase of infield mix. Tom advised that the apron of the field needs to be rolled out and the warning track is getting weedy and the outfield needs to be cut. Tom also advised that he would like to cut the branches that are hanging over the outfield from the John Dewey Property and also do some grading of the right field.

MOTION: Mr. Bouteiller.

SECOND: Mr. Bannon

VOTE: 5-0

D. CHP Family Network to use Lake Mansfield. No action was taken as no representative was present.

E. Great Barrington Co-op Market to use Memorial Field Saturday, June 22, 2013 (rain date June 29, 2013) from 8:00 a.m. to 6:00 p.m. for the annual Summer Solstice. It was noted that a tent would be set up on the 21st and removed on the 23rd. The liability insurance will be submitted when it renews in June.

MOTION: Mr. Bannon to approve.

SECOND: Mr. Bouteiller

VOTE: 5-0

ORIGINAL

RECEIVED
TOWN MANAGER

JUN 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: SASA ARMOR

Business/Organization: WALKER INTERNATIONAL EVENTS, INC.

D/B/A (if applicable): N/A

Address: 36018 WEBBER ST. #112 SARASOTA, FL 34232

Mailing Address: AS ABOVE

Phone Number: 800.528.6577

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

Live band with up to ___ pieces, including singers Public Show

Other (please explain) CIRCUS

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) VARIETY SHOW / CIRCUS THEME
NO ALCOHOL PERMITTED, NO FOUL LANGUAGE, FAMILY STYLE ENTERTAINMENT ONLY

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

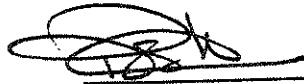
Exact Location of Entertainment (include sketch): BOGIE'S RESTAURANT + PUB
935 S. MAIN ST. GREAT BARRINGTON, MA (see attached)

Date(s) of Entertainment*: SATURDAY - JULY 27, 2013
*Does not include SUNDAY

Start & End Times of Entertainment: 3 PM - 7 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.



Signature of Individual or
Corporate Officer

5.23.13

Date



SS# or FID#

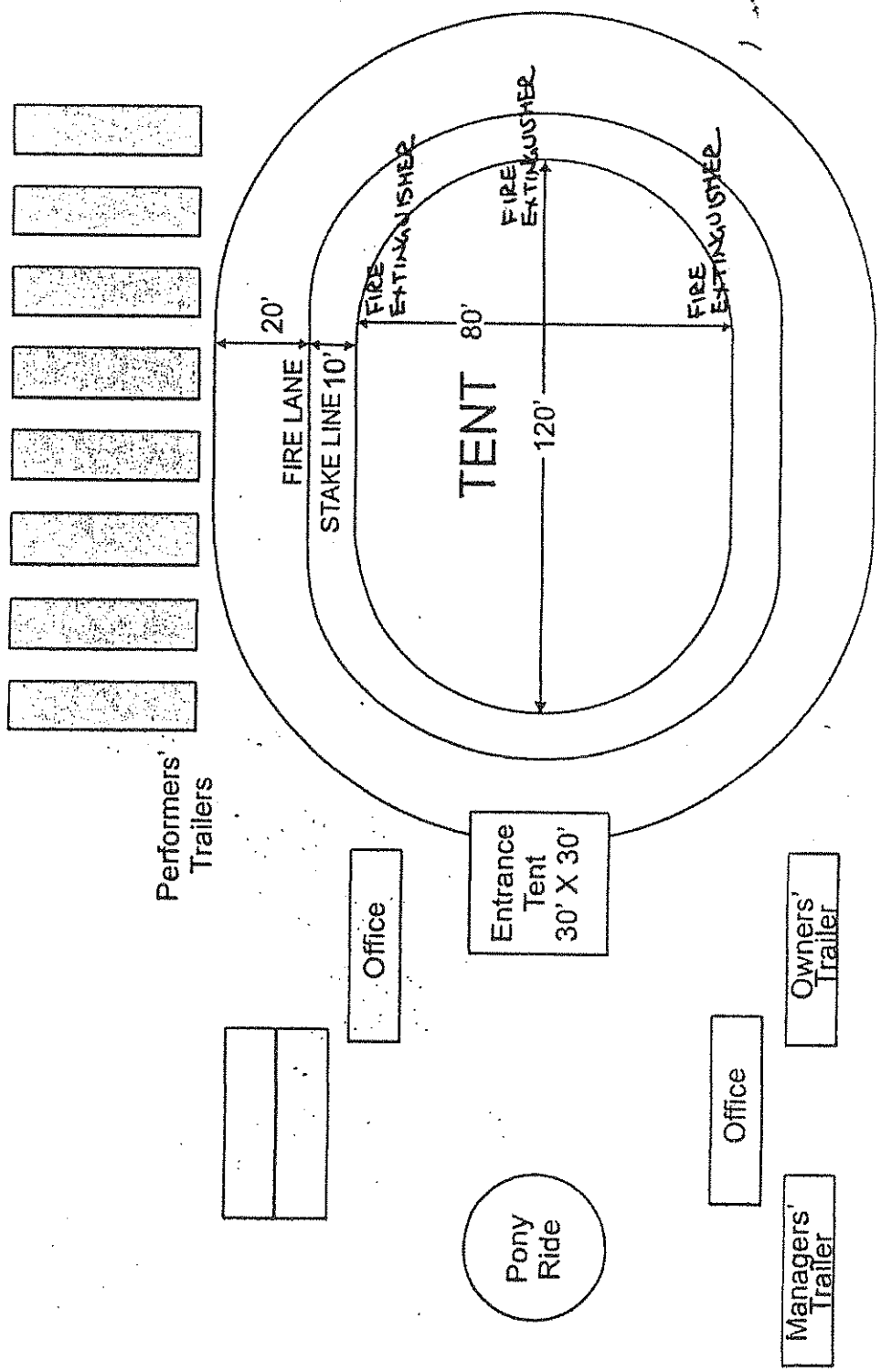
TOWN USE ONLY:

DRT Review with Conditions: OK with DRT pending payment of
outstanding taxes, if any @ 6/4/13

* all set
6/6/13

APPROVAL DATE: _____

LICENSE # _____



LOT REQUIREMENTS
 300' X 300'
 Access to potable water
 Trash Containers

Jennifer Bailly

From: Rick Abdalla <[REDACTED]>
Sent: Tuesday, June 04, 2013 9:38 AM
To: Jennifer Bailly
Subject: [Junk released by Allowed List] Bogies, Circus in july

To whom it may concern,

On July 27th and 28th Walker International Events will be using the front part of our property for their circus. If you have any questions please give me a call at 528-5959 ex 14.

Thank You
Rick Abdalla

ORIGINAL

RECEIVED
TOWN MANAGER

JUN 03 2013

BOARD OF SELECTMEN
GREAT BARRINGTON, MA



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

Hours between 1:00 pm-11:59 pm (\$2.00 per Sunday) *(pd)* Hours between 9:00 am- 11:59 pm (\$5.00 per Sunday)

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

Name: WALKER INTERNATIONAL EVENTS, INC.

Business/Organization: _____

D/B/A (if applicable): CIRCUS, CIRCUS ← MORE CIRCUS

Address: 3618 WEBBER ST. #112-SARASOTA, FL 34232

Mailing Address: AS ABOVE

Phone Number: 800 528 6577

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

Live band with up to ___ pieces, including singers Public Show

Other (please explain) CIRCUS

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) CIRCUS

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 sketch

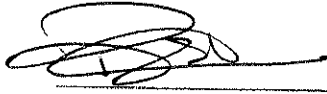
Bogie's, 935 Main Street, Great Barrington

Date(s) of Entertainment: Sunday, JULY 28, 2013

Start & End Times of Entertainment: 2pm - 6pm

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

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


Signature of Individual or Corporate Officer

5.31.13
Date


SS# or FID#

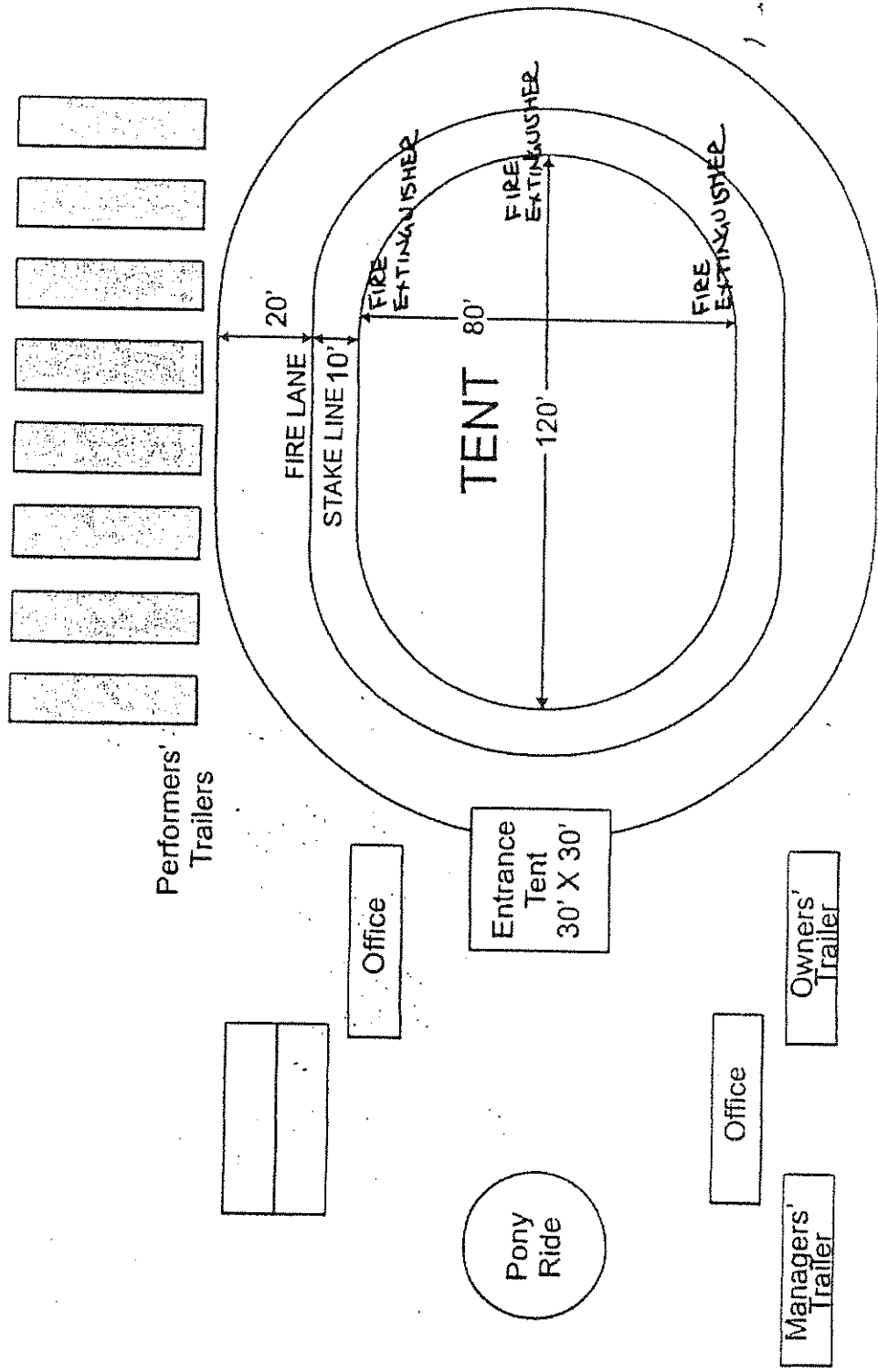
TOWN USE ONLY:

*all set
6/6/13

DRT Review with Conditions: OK with DRT pending payment of outstanding taxes if any. CR 6/4/13

APPROVAL DATE: _____

LICENSE # _____



LOT REQUIREMENTS

300' X 300'

Access to potable water

Trash Containers

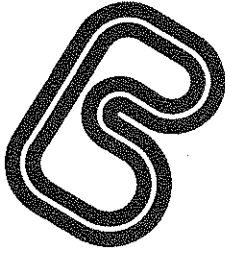
Jennifer Bailly

From: Rick Abdalla <[REDACTED]>
Sent: Tuesday, June 04, 2013 9:38 AM
To: Jennifer Bailly
Subject: [Junk released by Allowed List] Bogies, Circus in july

To whom it may concern,

On July 27th and 28th Walker International Events will be using the front part of our property for their circus. If you have any questions please give me a call at 528-5959 ex 14.

Thank You
Rick Abdalla



RECEIVED
TOWN MANAGER

MAY 23 2013

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

Berkshire Regional Transit Authority

One Columbus Avenue Suite 201
Pittsfield, MA 01201
(413) 499-2782
(413) 442-2536 FAX
(413) 448-2108 TDD

Sandra Lamb
Chairman
Peter H. Gallant, Sr.
Vice Chairman
Gary A. Shepard
Administrator

www.berkshirerta.com

May 22, 2013

Sean Stanton
Chairman, Board of Selectman
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Dear Mr. Stanton,

According to MGL Ch. 161B, a Regional Transit Authority's (RTA's) Advisory Board is comprised of the chief elected official of each member community, or your designee.

Please advise who will represent the Town of Great Barrington on the Berkshire Regional Transit Authority (BRTA) Advisory Board. You may do so by simply annotating the space provided at the bottom of this letter and returning either this original or a copy of the annotated letter to the BRTA. Your response by June 30, 2013 will be appreciated so that we may prepare for our annual audit of the BRTA.

Sincerely,

Gary A. Shepard
Administrator

.....
_____ will represent the Town of Great Barrington on the BRTA Advisory Board.

Mailing Address for BRTA reports: _____

Daytime/Cell Number _____ e-mail _____

_____ Date _____
Chair, Great Barrington Select Board

- | | | | | | | | | |
|----------|--------------|----------|-----------|-------------|------------------|--------------|---------|------------------|
| Adams | Alford | Becket | Cheshire | Clarksburg | Dalton | Egremont | Florida | Great Barrington |
| Hinsdale | Lanesborough | Lee | Lenox | Monterey | Mount Washington | North Adams | | |
| Otis | Pittsfield | Richmond | Sheffield | Stockbridge | Washington | Williamstown | Windsor | |

BOS Agenda June 10/13

Helen Kuziemko

From: Linda Miller <LZMiller-5TownCAC@roadrunner.com>
Sent: Tuesday, May 21, 2013 2:34 PM
To: Jennifer Tabakin; Helen Kuziemko
Subject: Renewal Cable Television License with TWC
Attachments: Great Barrington - Renewal Cable Television License TWC Northeast - 4-30-13.pdf

Welcome to GB, Jennifer –

Attached is the Renewal Cable Television License between GB, and Time Warner Cable. It has been in the works for 3+ years and is now ready for execution. Except for newly elected Selectman Baily the BOS is familiar with its content as it was presented to them in final draft form. This needs to be included on a BOS agenda soonest possible. Two hard copies need to be made, signed and sent back to John Mucha at TWC who will see to it that the appropriate TWC officer signs both and sends one back to GB.

I would be happy to sit down with you and go over and answer any questions you may have.

Linda Z. Miller
Cable Advisory Committee

TOWN OF GREAT BARRINGTON
Commonwealth of Massachusetts

Renewal Cable Television License
Issued To
Time Warner Cable Northeast LLC

May 2013

**TOWN OF GREAT BARRINGTON
COMMONWEALTH OF MASSACHUSETTS
RENEWAL CABLE TELEVISION LICENSE**

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ARTICLE 1 - DEFINITIONS

For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Access Corporation: The non-profit corporation known as Community Television for The Southern Berkshires Inc. ("CTSB"), or a successor agency, designated by the Issuing Authority to manage and operate public, educational and governmental access in the Town in accordance with this Agreement and 47 U.S.C. 531.

Amplifier: A device that boosts the strength of an electronic signal.

Basic Cable Service: Any service tier which includes the retransmission of local broadcast signals, and local PEG Access channels.

Cable Act: The federal Cable Communications and Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and subsequent amendments, 47 USC §521 et seq.

Cable Television System or Cable System: The Cable Television System owned, constructed, installed, operated and maintained in the Town for the provision of cable television services within said Town, in accordance with the terms and conditions in this License.

Channel: A frequency band which carries one television signal.

Complaint: Any customer inquiry regarding picture quality, service requests, other technical matters or billing.

Conduit: An enclosed channel of metal or nonmetallic materials designed expressly for holding wires and cables.

Coax or Coaxial Cable: A type of cable that has an inner conductor surrounded by a tubular insulating layer, surrounded by a tubular conducting shield.

Department: The Massachusetts Department of Telecommunications and Cable or “DTC”.

Distribution Plant or Plant: The hardware of a cable system—amplifiers, trunk cable and feeder lines, attached to utility poles or fed through underground conduits like telephone and electric wires.

Downstream Channel: A channel over which signals travel from the Cable System Headend to an authorized location within the System.

Drop: Cable that connects to a residence or service location from a feeder line.

Educational Access: Any channel or time thereon which has been allocated for non-commercial educational use in accordance with this Agreement and 47 U.S.C. 531.

Effective Date: As provided in Section 2.4.

FCC: The Federal Communications Commission, or any successor agency.

Feed line or Feeder line: Cable that connects trunk lines to drop cables.

Fiber: A transmission medium composed of glass or plastic fibers, rather than copper wire, used to transport data, video and voice signals.

Governmental Access: Any channel or time thereon which has been allocated for non-commercial, local governmental use by the Town, the Issuing Authority or municipal agencies in accordance with this Agreement and 47 U.S.C. 531.

Gross Annual Revenues: Any and all revenues as determined in accordance with generally accepted accounting principles (GAAP) received by the Licensee from the provision of cable service over the cable television system within the Town provided, however, that Gross Annual Revenues shall not include any taxes on services furnished by the Licensee imposed directly or indirectly on any subscriber by any state, Town or other governmental unit or third party and collected by the Licensee on behalf of such entity; and, provided further, that Gross Annual Revenues shall not include adjustments to cash receipts and non-operating cash receipts such as bad debts, refunds, credit adjustments, returned checks and sales of assets.

Issuing Authority: The Board of Selectmen of the Town of Great Barrington, Massachusetts.

Leased Access: Any channel available for lease for programming by persons other than Licensee in accordance with 47 U.S.C. 532.

License: The non-exclusive grant by the Issuing Authority to the Licensee of authority to build, own and operate a Cable System within the Town, represented by this instrument.

Licensee: Time Warner Cable Northeast LLC, a wholly owned indirect subsidiary of Time Warner Cable Inc., or any successor or transferee in accordance with the terms and conditions in this License and all governing laws and regulations.

Outlet: The receptacle through which cable service is provided to the customer.

PEG Access: Channel capacity designated for Public, Educational, and Governmental Access signals.

Person: Any natural person or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, private or public, whether for profit or not-for-profit.

Private Roads: Roads owned and maintained by private individuals or entities rather than by the Town or other government.

Programming: Programming generally considered comparable to programming provided by television broadcast stations which is carried over the Cable Television System.

Public Access: The availability for non-commercial use by any resident of the Town or any organization based in or serving the Town of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in this License and in accordance with 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, and public grounds and all other publicly owned real property or real property rights under the jurisdiction of the Town within or belonging to the Town, or over which the Town has an easement or right-of-way, or easements or rights of way within the Town which have been dedicated for compatible uses in accordance with 47 U.S.C. 541 (a)(2), or to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" is not to be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

Service Area: The area within the entire Town in which a residence can be served by a Standard Cable Installation from the cable plant as indicated on the map attached as Exhibit A, which Exhibit (i.e. map) shall be updated to reflect additional cable plant (except drops) installed during the term of this License.

Standard Cable Installation: An aerial connection consisting of fiber and/or coaxial cable between the Trunk, Feeder Line and Distribution System and a residential or municipal governmental Outlet located within Two hundred fifty Feet (250') of the existing System's Trunk, Feeder Line and Distribution System, and which does not require design changes or additional equipment (including but not limited to amplifiers or plant extensions) to provide acceptable Signal quality into the residence.

Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to, and is authorized to receive, for any purposes, Licensee's Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

Town: Any/all of the Town of Great Barrington, Massachusetts including all area geography within the boundaries of the Town.

Towns: The Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge, Massachusetts.

Trunk: The major distribution cable used in cable television systems.

ARTICLE 2 - GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A, §1 of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Great Barrington, (hereinafter “the Town”) acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System and provide cable service within the municipal boundaries of the Town.

Section 2.2 RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways and other Public Ways or places in the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, or which the Licensee may use pursuant to 47 U.S.C. 541(a)(2), for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town. In exercising rights pursuant to this License, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the Town, any public utility serving the Town, nor unnecessarily hinder or obstruct the free use of public ways and places.

Section 2.3 APPLICABLE LAW

This License is granted under and in compliance with Chapter 166A of the General Laws and all other general laws and acts of the Legislature, and in compliance with all applicable federal law, including, but not limited to the Cable Act, and all rules of the Federal Communications Commission (“FCC”), and all other state and federal rules and regulations. This License is subject to all rules and regulations of the Massachusetts Department of Telecommunications and Cable.

Section 2.4 TERM OF LICENSE

This License shall commence upon the Effective Date which shall be the date on which the Licensee and all Towns shall have approved a license substantially similar to this License and shall terminate upon February 28th, 2023.

Section 2.5 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. c. 166A, §7, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity (any such transaction to be referred to for purposes of this Section as a “Transfer”), without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefore as provided by the Department and on forms prescribed by the Department. Any such consent process shall be consistent with the transfer requirements of M.G.L. c.166A, §7; 207 CMR §4.00 *et seq.*; the Cable Act; and FCC regulations, all as they may from time to time be amended. The application for transfer consent shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives. To the extent it is consistent with any governing federal or state law, a mortgage or other grant of a security interest in this License to a banking or other financial institution, or a pledge or grant of other security interest in the stock of Licensee to a banking or other financial institution, shall not be a transfer requiring consent of the Issuing Authority. Should such mortgagee or other holder of a security interest or pledgee assume control of the cable system, such Issuing Authority consent shall be required in accordance with applicable law.

(b) To the extent it is consistent with any governing federal or state law, no consent under subsection (a) shall be required if such sale, assignment or transfer is to an entity under common control with Licensee. In the event that Licensee deems a transfer to be internal in nature, not subject to applicable transfer law, and not described within the preceding sentence it may seek an advisory opinion from the Department requesting such interpretation and shall give written notice to the Issuing Authority of any such request.

(c) In considering a request to transfer control of this License, the Issuing Authority may consider, subject to all applicable laws and regulations, such factors as the transferee’s financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other reasonable criteria allowable under applicable federal or state laws or regulations, and request such reasonable information as allowable under applicable law.

(d) For purposes of this section, the word “control” shall be consistent with the definition of such term found in 207 CMR 4.03.

(e) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or assumption of control by a mortgagee of the License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this License, and any such transfer shall, by its terms, be expressly subordinate to the other terms and conditions of this License.

(f) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section 2.5.

(g) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and Form 100 requesting such transfer or assignment consent.

(h) Any proposed controlling or owning person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this License. Any transferee shall agree to be bound by all of the terms and conditions of this License.

(i) Any transfer of the Cable System without complying with this Section 2.5 above or with any federal or state law or regulation, shall be deemed a material breach of this License.

(j) If the Issuing Authority lawfully denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this License subject to the procedures set forth in Section 7.

(k) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grants of any such consent constitute a waiver of any other rights of the Town.

Section 2.6 NON-EXCLUSIVITY OF GRANT

This License shall not affect the right of the Issuing Authority to grant to any other Person, a License or right to occupy or use the Public Ways, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town or the right of the Issuing Authority to permit the use of the Public Ways for any purpose whatsoever. The issuance of any additional licenses shall be on the same or comparable terms and conditions contained in this License agreement, and such terms shall be no more favorable or less burdensome to any such additional licensee than the terms of this License agreement.

In the event any change to state or federal law occurring during the term of this License materially alters the regime of cable licensing applicable to any Persons desiring to construct, operate or maintain a Cable System in the Town in a way that reduces the regulatory or economic burdens for such Person when compared to the terms of this License, then, at Licensee's request, Issuing Authority shall agree with Licensee to amend this License as provided at 207 CMR §3.07 et seq. to similarly reduce the regulatory or economic burdens on Licensee. It is the intent of this section that, at Licensee's election, Licensee shall be subject to no more burdensome regulation or provided lesser benefits under this License than any other Persons that might construct, operate or maintain a Cable System in the Town.

Section 2.7 POLICE AND REGULATORY POWERS

By executing this Renewal License, the Town does not waive its rights to exercise the police powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police power shall be resolved consistent with applicable law.

Section 2.8 REMOVAL OR ABANDONMENT

(a) Pursuant to M.G.L. ch. 166A, §. 5(f), upon termination of this License by passage of time or otherwise without right of renewal, and unless Licensee renews its License for another term or Licensee transfers its License to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other facilities, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the public ways and places and shall diligently restore all areas to the condition they were in immediately preceding removal, unless pursuant to Section 2.9 of this License, the Issuing Authority effects a transfer of the property. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee. If such disposition results in a loss to the Issuing Authority, Licensee shall be liable to the Issuing Authority for the amount of such loss.

(b) Licensee shall not abandon its Cable System, its cable service or any of its facilities in any portion of the Town without the consent of the Issuing Authority.

Section 2.9 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this License is revoked or that it expires without further renewal, the Issuing Authority and the Licensee may transfer the Cable System to the Town or a subsequent Licensee subject to §.627 of the Cable Act.

ARTICLE 3 - SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 RESIDENTIAL CABLE SYSTEM

Licensee will maintain its Cable System in the Town at a minimum bandwidth of 860 MHz.

Section 3.2 LINE EXTENSION

(a) Licensee shall install cable service within 14 days of a request at a standard installation charge to any residence in the Service Area currently served by the cable system as indicated on the map attached as Exhibit A, (as it may be supplemented upon additions to the plant) except that Licensee may charge for the costs of labor and materials necessary to provide service beyond 250 feet from the cable plant in the public way and/or to provide a customized installation, including any undergrounding, boring or trenching. For purposes of this Section, private roads (i.e. roads not serviced by the Town) and shared driveways are not in the public way.

(b) In order to fulfill a request for cable service to a residence, the Cable Television System shall be extended at Licensee's expense, from existing cable plant to any and all areas of the Town containing twenty (20) residences per aerial mile of cable plant or fractional proportion thereof necessary to provide service. Said service shall be made available and fully activated to requesting subscribers no later than sixty (60) days after the Licensee's receipt of permission to attach cable to poles. Density per aerial mile of cable plant shall be computed by dividing the number of residential dwelling units within 250 feet of the plant to be installed by the length, in miles or fractions thereof, of the total amount of new construction of aerial cable necessary to make service available to the residential dwelling units in such area in accordance with Licensee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that extension is technically feasible from that point of access, and located within the public rights-of-way. The total cable length shall exclude the drop cable necessary to serve individual subscriber premises.

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsections (a) or (b) above upon request of the prospective subscribers in such areas and based upon the following cost calculation: If a request for an extension requires the construction of the cable system plant into an area which does not contain the twenty (20) residences per aerial mile of cable plant or a fractional part thereof, the Licensee and the potential subscriber(s) will each be responsible for their proportionate share of construction costs. Licensee's proportion of the cost will be determined by multiplying the cost of extending the cable system plant by a fraction, the numerator of which is the number of residences per cable mile in the area and the denominator of which is 20. The balance of the costs will be paid by the person(s) requesting the extension.

By way of example, if in order to serve a person requesting cable service, the Licensee must extend its plant by one mile of aerial cable that passes 15 homes, then the Licensee shall be

responsible for 15/20 or 75% of the costs of the extension and the person or persons requesting service shall be responsible for the remaining 5/20 or 25% of the cost.

(d) When Licensee has forty-five (45) day prior notice concerning the opening of residential subdivision trenching, or of the standard installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame.

(e) The Licensee shall expeditiously seek all necessary permits.

Section 3.3 MAPS

Upon request, the Licensee shall make available to the Issuing Authority for inspection accurate strand maps of all existing and newly constructed Cable System plant. The Town agrees to maintain the confidential nature of such maps.

Section 3.4 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishment in the Town upon reaching a reasonable agreement with such commercial establishment regarding the terms and costs of initial installation and service in accordance with applicable law. It is herein acknowledged that certain programming service may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers.

Section 3.5 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall provide, free of charge, a Standard Installation (250 feet) and Basic Cable Service to all public libraries; police and fire stations; Town Hall; Senior Center; Non-Profit Municipally-owned Community Centers Town Highway Garages and public buildings as designated in writing by the Issuing Authority per MGL c. 166a, s.5(e). Such locations receiving free basic cable service as of the Effective Date will continue to receive it, regardless of the length of the drop.

Section 3.6 SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall provide a Standard Installation (250 feet) and Basic Cable Service at no cost to all public schools within the Town. Licensee shall install additional cable television outlets in the public schools on an as needed basis as mutually agreed upon with the Issuing Authority. The Licensee shall discuss the location of each connection with the proper officials of the public schools prior to the installation of said service. Such locations receiving free Basic Cable Service as of the Effective Date will continue to receive it, regardless of the length of the drop.

(b) Licensee shall provide its full cooperation and free technical advice should the School District undertake to accelerate, at its own cost, the wiring of additional public classrooms for cable service. The School District shall insure that such wiring conforms to Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards.

Section 3.7 EMERGENCY AUDIO ALERT

The Licensee shall provide an Emergency Alert System (“EAS”) in accordance with the regulations of the FCC. The Town shall indemnify and hold the Licensee harmless for any acts of the Town in connection with the Town’s use of said emergency audio override.

Section 3.8 STAND-BY POWER

The Licensee shall maintain twenty-four hour, standby power at the headend facilities and any sub-headends. Such stand-by power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

Section 3.9 TREE TRIMMING AND CUTTING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. Licensee shall comply with all applicable regulations regarding trimming and cutting of trees. Licensee shall make reasonable efforts to secure the permission of the property owner prior to reasonable tree trimming.

Section 3.10 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible if available on reasonable terms and that underground installation is preferable to the placement of additional poles, provided that said underground placement is required of other utilities. When possible, Licensee shall use the underground conduit maintained by the Town provided that such use (i) is found by the Selectmen to be reasonable and at the sole cost and expense of the Licensee; and (ii) does not interfere with the Town’s use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts “DIG-SAFE” program.

Section 3.11 PEDESTALS AND VAULTS

In any case in which vaults or control boxes housing passive or active devices are to be utilized in the Town Public Ways or within the Town public lay-out, such equipment shall be placed in a low-profile, above-ground electronic control box in accordance with applicable regulations, and at Town approved locations to be determined when Licensee applies for permits, which permits shall not be unreasonably denied. All such equipment shall be shown on the maps submitted to the Town in accordance with Section 3.3 herein.

Section 3.12 RESTORATION TO PRIOR CONDITION

(a) Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry but to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Town may notify the Licensee in writing of the required restoration and the reasonable time for completion of the restoration. Upon failure of the Licensee to comply with the time specified, the Town may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. Any damages to private property shall be determined in accordance with M.G.L. ch. 166A, Section 22 and applicable law.

(b) Underground crossings of paved roads will be by boring under the road, not by trenching or opening the surface of the road except to the extent that boring is not feasible or is otherwise unreasonable to do.

Section 3.13 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least seven (7) days advance notice of any such move, except in emergencies.

Section 3.14 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.15 TOWN USE OF LICENSEE'S POLES AND CONDUIT

The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes where space permits, excluding the commercial use of providing services competing with Licensee's services. All such placements by the Town shall conform with all applicable rules and regulations. The costs for such placements by the Town shall be borne by the Town and cause no additional expense to Licensee. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide fourteen (14) days prior notice to the Town. Licensee shall be held harmless from any resulting damages from its non-negligent removal of its own installations. The Town shall, after sixty (60) days written notice by Licensee, remove its facilities from any Licensee pole or conduit if Licensee has need of the space for its own facilities.

Section 3.16 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.17 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine repairing or testing the Cable System only during periods of minimum use.

Section 3.18 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right upon reasonable notice to inspect during normal business hours all construction performed in the rights-of-way subject to the provisions of this License, as it shall deem necessary to ensure compliance with the terms and conditions of this License and applicable law. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give reasonable prior notice of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

Section 3.19 UPGRADE, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall operate and extend a Cable Television System and render efficient service to subscribers as required by this License and applicable laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System for which this License is granted shall be in conformance with the applicable provisions of the National Electrical Code (Article 820), the Massachusetts Electrical Code, the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts DTC, Department of Public Utilities and the FCC and all Town building and zoning codes and all land use restrictions. All FCC regulations concerning technical standards are incorporated as independent standards of this License as well, including but not limited to 47 CFR 76.601 sub-part K, et seq. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority. The Licensee's Cable Television System shall incorporate a technically-advanced design configuration and operation consistent with cable industry practice. If as a result of technological developments, the Licensee's Cable Television System could be greatly enhanced, the Licensee shall investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding a financial burden to subscribers and (ii) is technically and economically feasible and viable for the Licensee as determined by Licensee at its sole discretion. In determining whether or not the

Licensee shall implement such new developments, the Licensee may consider, among other factors, the remaining term of this Renewal License; performance demonstrating the operational feasibility of the new developments; construction and other related costs; the adaptability of such developments to the Licensee's Cable Television System or any part thereof, the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments; and adoption of such new developments by neighboring communities.

(b) Licensee, when possible, shall take appropriate measures to minimize audio variations within its control between channels in the cable systems as required by FCC Technical Standards.

(c) All Licensee's structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.20 MAINTENANCE LOG

Licensee shall maintain an annual log or computerized listing, showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance. All entries in such log or computerized listing shall be retained by Licensee for two (2) additional years and shall be subject to inspection and copying in accordance with federal and state privacy laws, rules and regulations by the Issuing Authority or its designee during Licensee's regular business hours upon reasonable request, following reasonable notice.

Section 3.21 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole cost and expense of Licensee. In such case, the Town shall notify Licensee of the cables or other equipment which have been cut or removed.

Section 3.22 PRIVATE PROPERTY

Licensee shall be subject to all generally applicable laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, M.G.L. ch .166A, § 22, as it may from time to time be amended. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any disturbance of, or nuisance to, private property in the Town.

Section 3.23 QUALIFICATIONS OF CONSTRUCTION PERSONNEL

Licensee shall, if requested by the Issuing Authority provide the Issuing Authority with the names and addresses of any construction companies, or if operating as individuals, the names and addresses of such individuals, who will contract or sub-contract with the Licensee to perform construction obligations of the Licensee under this License. Furthermore, Licensee shall, upon request of the Issuing authority, furnish the names, addresses and telephone numbers of persons who can serve as references for such construction contractors and sub-contractors.

ARTICLE 4 - RATES AND PROGRAMMING

Section 4.1 BASIC SERVICE

The Licensee shall provide Basic Cable Service which shall include at least the Designated Market Area ("DMA") broadcast television signals which it carries as required by Federal law and the downstream channels, for public, educational and governmental access use.

Section 4.2 PROGRAMMING

(a) Licensee has offered and shall provide the following cable services: (i) All broadcast stations required to be carried by federal law; (ii) All public, educational and governmental access channels required by Article 5 of this Agreement;

(b) The Town has expressed to Licensee its interest in the carriage on the system of broadcast stations licensed in Massachusetts and Licensee has acknowledged that expression of interest by the Town.

Section 4.3 LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532(b)(iii)(B), Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.4 STEREO TV TRANSMISSIONS

All TV signals that are received by Licensee in stereo shall be transmitted to subscriber homes in stereo.

Section 4.5 CHANNEL LINE-UP

In accordance with applicable federal law, Licensee shall notify the Issuing Authority and the subscribers, in advance, each time its channel line-up changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes.

Section 4.6 REMOTE CONTROL DEVICES

To the extent required by applicable law, Licensee shall allow subscribers to purchase from parties other than the Licensee and to utilize remote control devices which are compatible with the converter installed by Licensee.

Section 4.7 REBATES

In accordance with 207 CMR 10.09, Licensee shall grant a pro rata credit or rebate to any subscriber whose entire cable service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or premium service interruption as provided in 207 CMR 10.09(1).

**ARTICLE 5 - LOCAL ACCESS PROGRAMMING,PUBLIC, EDUCATIONAL,
AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT**

Section 5.1 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS (PEG)

The Licensee will make available to the Town and other franchising authorities served by the system, three channels for PEG Access purposes. These channels will be included in the Licensee's basic service tier.

The Issuing Authority may authorize an Access Corporation to provide services to Public Educational and Governmental Access users as follows:

- (1) Schedule, operate and program the PEG channels;
- (2) Manage the annual funding;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes;
- (4) Conduct training programs in the skills necessary to produce quality PEG programming;
- (5) Establish rules, procedures and guidelines for use of the PEG channels;
- (6) Provide publicity, outreach, referral and other support services to PEG users; and
- (7) Accomplish such other tasks relating to the operation, scheduling and/or management of channels, facilities and equipment as appropriate and necessary.

Section 5.2 PUBLIC ACCESS TO THE CABLE SYSTEM

Any resident of the Town, or any organization based in or servicing the Town, shall have the right to place programming on the PEG Access channel(s) dedicated to public use. The parties recognize that any PEG Access channel facilities, equipment and training shall be available on a shared basis to each of the Towns pursuant to their respective Licenses.

Section 5.3 GOVERNMENT ACCESS TO THE CABLE SYSTEM

Any PEG Access channel(s) provided herein and dedicated to Government Access shall be available to the Issuing Authority, for the purposes of non-commercial municipal access television programming in accordance with 47 U.S.C. 531. Such channel may be used by government departments and agencies to inform subscribers about Town government and services. Government Access programming shall be coordinated and managed by the Access Corporation, unless the Town decides to operate Government Access under a government department.

Section 5.4 EDUCATIONAL ACCESS

Any PEG Access channel(s) provided herein and dedicated to Educational Access use shall be available to any School District serving the Town for the purposes of non-commercial Educational Access television programming in accordance with 47 U.S.C. 531. Educational Access programming shall be coordinated and managed by the Access Corporation in cooperation with any such School District.

Section 5.5 PEG ACCESS CHANNELS

The Licensee shall not move or otherwise relocate the channel location of a PEG Access channel, once established, without the advance, written notice to the Issuing Authority and the Access Corporation. Such notice shall be provided at least thirty (30) days in advance unless Licensee is legally required to move the PEG Access channel sooner.

Section 5.6 ANNUAL SUPPORT FOR PEG ACCESS

(a) Subject to subsection (d) hereof, the Licensee shall provide an annual payment to the Town or the Access Corporation, for PEG Access purposes, equal to five percent (5%) of the Licensee's Gross Annual Revenues less the amount paid by Licensee under Section 7.8. The Issuing Authority may, in its discretion, delegate the responsibility to the Access Corporation for receipt of said annual payment. The Issuing Authority may, in its discretion, delegate responsibility to the Access Corporation for the control and management of the access channels. The Issuing Authority shall notify Licensee of such delegation in writing no later than 30 days after the effective date of said delegation. Said annual payments shall be used for salary, operating and other related expenses connected with PEG Access programming and operations and for any other purpose allowed by law.

(b) Said annual five percent (5%) PEG Access payment shall be made to the Town or the Access Corporation on an annual basis, on or before March 15, of each year based on the Licensee's prior year Gross Annual Revenues.

(c) In no event shall the total PEG Access operating support, including but not limited to the obligations enumerated in the license fee in Section 7.8, exceed five percent (5%) of Licensee's Gross Annual Revenues.

(d) The Licensee may withhold from the payment under subsection (a) above an amount equal to five percent (5%) of Gross Annual Revenues derived from sources other than cable subscribers and apply such amount against the costs incurred by Licensee in installing the connection required in the Towns under Section 5.10(b) of this License until such time as the costs of the connections in the Towns under Section 3.5 have been recouped.

(e) Unless otherwise required by applicable law, if services included within the definition of Gross Annual Revenues are provided to subscribers in conjunction with services not within the definition for a single aggregate price, and the total cost of such bundle reflects a discount from the aggregate retail prices of the services contained therein when provided separately, the five percent (5%) shall be applied to the retail price (when sold separately) of the services within the definition of Gross Annual Revenues in the bundle, reduced by no more than a proportionate share of the overall discount.

Section 5.7 PEG ACCESS CAPITAL FUNDING

(a) Issuing Authority may, in its discretion, delegate the responsibility to the Access Corporation for receipt and usage of a capital facilities payment. The Issuing Authority shall notify Licensee of such delegation in writing no later than 30 days after the Effective Date of such delegation. The Licensee shall provide a combined total of \$212,000 to be used for PEG capital equipment to the five Towns (Lee, Lenox, Stockbridge, Great Barrington, Sheffield) or the Access Corporation, as designated by the Issuing Authority in writing to the Licensee no later than ninety (90) days prior to such payment date. The total capital/facilities payment will be made in one payment, 90 days after the Effective Date of this license. The equipment purchased with the capital funding provided under this Section will be generally comparable to the equipment listed on Exhibit F.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue at the Prime Rate and be paid to the Town or the Access Corporation from the date due.

(c) In no case shall said capital funding be counted against or included in the five percent (5%) PEG access funding pursuant to Section 5.7(a) above.

Section 5.8 RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority or the Access Corporation may have for additional sums including interest payable under this Article 5. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records necessary to verify Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged at the Prime Rate from the date that the Licensee is notified that such additional amount is owed.

Section 5.9 EQUIPMENT OWNERSHIP

The Issuing Authority may, in its discretion, delegate responsibility to the Access Corporation for the control and management of the PEG Access channels. The Issuing Authority shall notify Licensee of such delegation in writing no later than 30 days after the effective date of said delegation. The Town, or the Access Corporation, shall own all PEG access equipment purchased with funding pursuant to Section 5.7 supra. The Licensee shall have no obligation to maintain or insure any such PEG access equipment.

Section 5.10 REMOTE ORIGINATION POINTS

(a) Licensee shall continue to maintain such equipment at the origination sites listed in Exhibit B as necessary to transmit programming signals from these origination sites for carriage on PEG Access channels.

(b) Licensee shall install and maintain a fiber connection to its system from each of the origination points at the locations set forth in Exhibit C, in order that programming signals can be transmitted from said origination points for carriage on PEG Access channels. The costs of such

connections shall be paid initially by Licensee but reimbursed to Licensee by the Towns as described in Section 5.6(d).

Section 5.11 PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG access channels for signal technical quality as it does other channels and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Town or the Access Corporation shall be responsible for maintaining the picture quality of PEG Access programming delivered to Licensee. The Licensee shall be responsible for maintaining the return infrastructure up to the point of connection for the PEG Access channel modulators and demodulators.

Section 5.12 CENSORSHIP

Neither the Issuing Authority, the Licensee nor the Access Corporation shall engage in any program censorship or any other control of the content of PEG Access programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 5.13 PEG ACCESS PROGRAMMING COSTS

(a) There shall be no direct charges to the Town, the Access Corporation or PEG Access users by the Licensee for use of the PEG Access facilities required herein, provided, however, that the Licensee may line-item and/or otherwise pass-through such PEG access annual funding costs to subscribers strictly in compliance with applicable laws and/or regulations.

(b) If the Licensee is subject to rate regulation, upon request, the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through PEG access costs.

ARTICLE 6 - SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

Licensee shall maintain and operate a conveniently located local customer service center and bill payment location as required by FCC customer service standards. Currently, Licensee maintains such a location in the Town of Lee. In the event that Licensee moves or closes that facility it will give the Town at least 120 days notice and will, if requested, meet with representatives of the Towns to discuss and explain its decision to move or close the office.

Section 6.2 CUSTOMER SERVICE STANDARDS

Licensee shall comply with FCC Customer Service Standards, which standards are incorporated into this License. The current standards are attached as Exhibit D.

Section 6.3 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by subscribers. To the extent required by applicable law, the Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all subscribers, and the Issuing Authority.

(b) The Licensee shall in the 6-month period before the third anniversary and before the sixth anniversary of the Effective Date of this License send customer survey forms to all cable subscribers in the Service Area. Licensee, upon request will make survey results available (in aggregate form) to the Issuing Authority or its designee. Survey forms may solicit customer opinions regarding timeliness of installations and repairs, frequency of repeat repairs, billing issues, programming satisfaction and any other issues which may be of local interest at any-given time.

(c) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by subscribers to the Issuing Authority arising from the operations of the Licensee.

(d) In the event that the Issuing Authority finds a pattern of multiple unresolved subscriber Complaints, the Issuing Authority may request appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

Section 6.4 SUBSCRIBER INFORMATION

Licensee will provide subscribers with such information as required by FCC regulations which are attached as Exhibit E.

Section 6.5 PARENTAL CONTROL CAPABILITY

The Licensee shall provide subscribers, upon request, with the capability to control the reception of any channels on the Cable Television System, by means of a mechanical or electronic "Lock" in the set top converter or similar device.

Section 6.6 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the consumer protection regulations of the Department, 207 CMR 10.00 et seq., as in effect at the time.

Section 6.7 ADVANCE BILLING

Subscribers shall not be billed in advance by more than a one month period except with the subscriber's consent.

Section 6.8 PROTECTION OF SUBSCRIBER PRIVACY

Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984, 47 USC §551, and Title 18 United States Code, Section 2520.

Section 6.9 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo identification card issued by the Licensee.

Section 6.10 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of Federal and State regulations concerning non-discrimination.

Section 6.11 INSIDE WIRING

Licensee shall abide by applicable laws and regulations with respect to inside wiring.

Section 6.12 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of Cable Service shall not be responsible for charges for such service for the time period occurring after the requested date of disconnection, provided they have returned Licensee's equipment. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a subscriber. Any credit due to subscriber upon full termination of a service shall be paid to subscriber within thirty (30) full days.

Section 6.13 ELECTRONIC NOTICE

Any bill, notice or other communication provided or issued by Licensee to any subscriber may be provided or issued, if such subscriber so consents, solely by electronic means.

ARTICLE 7 - LICENSE ADMINISTRATION

Section 7.1 INDEMNIFICATION

The Licensee shall defend, indemnify and hold the Town and its officials, Boards, Commissions, employees or agents, harmless at all times during the term of this License from any and all claims arising out of the actions of Licensee, its agents, affiliates and contractors in the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable authorized to be installed pursuant to the License. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all reasonable out-of-pocket expenses, such as attorney's fees. Licensee shall not be required to indemnify the Town for negligence or willful misconduct on the part of the Town or its officials, Boards, Commissions, agencies or employees.

Section 7.2 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and if requested in writing, file with the Issuing Authority insurance company certificates of the following insurance:

(a) A general comprehensive and property liability policy naming the Town and all related parties as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System, with a minimum liability of two million dollars (\$2,000,000.00) for injury or death to any one person in any one occurrence and four million dollars (\$4,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) It is hereby understood and agreed that this policy shall not be cancelled or materially changed until forty-five (45) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or materially change the policy. In the event of any such cancellation or change, License remains subject to the obligations of subsection (a) above.

Section 7.3 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts in the amount of ten thousand (\$10,000.00). The condition of said bond shall be that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any material term or condition in this License, provide that first Licensee has been notified of such failure and given an opportunity to cure and be heard.

(b) The performance bond shall be effective throughout the Term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in

the event that Licensee shall fail to comply with any one or more material term or condition of this License, or to comply with any material order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts pursuant to this License, or to pay any claims, liens or taxes due the Town which arise pursuant to this License by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages up to the limit insured by such bond, suffered by the Town as a result thereof; in accordance with the procedures set forth below. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

(c) If the Licensee fails, after thirty (30) days notice, to pay to the Issuing Authority any material compensation or payments, or fails, after thirty (30) days notice to pay to the Issuing Authority any material fees, taxes or penalties, damages, costs or expenses required pursuant to this License; or fails, after thirty (30) days notice or such longer period as is reasonably necessary as determined by the Issuing Authority, to comply with any material provision of this License and to effect a cure of such non-compliance, the Issuing Authority may, in its discretion, recover from the Performance Bond provided the Issuing Authority gives Licensee thirty (30) days notice of its intention to recover from the Performance Bond.

(d) The rights reserved to the Issuing Authority with respect to the Performance Bond are in addition to all other rights of the Issuing Authority, whether reserved by this License or authorized by law, and no action, proceeding or exercise of a right with respect to such Performance Bond shall affect any other right the Issuing Authority may have. Notwithstanding the foregoing, the Issuing Authority shall not seek compensation from the Performance Bond or any other source of compensation resulting in duplicative coverage for any loss or injury.

Section 7.4 ADMINISTRATION OF THE CABLE SYSTEM, CABLE ADVISORY COMMITTEE, AND REGIONAL CABLE ADVISORY COMMITTEE

(a) At the discretion of the Issuing Authority, the Cable Advisory Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated, including participation in the regional advisory committee of Great Barrington, Lee, Lenox, Sheffield and Stockbridge ("Five Town Cable Advisory Committee"). However, only the Board of Selectmen may grant a License; agree to amend a License; grant or deny consent to a transfer of a License; find the Licensee in breach of the License; or revoke the License.

(b) The Licensee shall meet with the Issuing Authority or the Cable Advisory Committee or the Five Town Cable Advisory Committee to review the Licensee's compliance to the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Cable Advisory Committee, the Five Town Cable Advisory Committee, or the Licensee.

Section 7.5 PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may, at its discretion, hold performance evaluation sessions as it may from time to time deem necessary. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall have the right to question Licensee concerning the operation, maintenance and extension of the Cable Television System and any other matters regulated by this License. The Licensee shall be given twenty-one (21) days prior written notice of any and all topics to be discussed. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and reasonably related to compliance with the License. The Issuing Authority shall arrange for announcement of each evaluation session on a PEG access channel.

(b) At any time after March 1, 2016, upon request either party, the Issuing Authority and Licensee shall engage in good faith negotiations with respect to any matter covered by this License and/or any amendment to this License proposed by either party. This License may be amended only in writing executed by both parties.

Section 7.6 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS AND FACILITIES

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town information regarding the Licensee, its business and operations, or any affiliated Person with respect to the Cable System, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this License.

(b) If the Licensee believes that any documentation requested by the Issuing Authority pursuant to this Agreement involves proprietary or confidential information, then the Licensee need not disclose the information to the Town, however, the Licensee shall confer with the Town Counsel to explain the basis of the Licensee's claim of a proprietary interest and to attempt to implement a mutually acceptable method of confidential treatment of such records such that they shall not become public records.

(c) Upon reasonable notice, the Issuing Authority may visit the places of business and other premises and examine the records and facilities of the Licensee during normal business hours to determine Licensee's compliance with (1) all provisions of this License and (2) all other legal requirements relating to this License.

Section 7.7 NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any provision of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that provision.

Section 7.8 LICENSE FEE

Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority equal to fifty cents (\$.50) (“License Fee”) per subscriber per year as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this section, shall be calculated on the last day of each year.

Section 7.9 TAXES

Payment of the License Fee made by Licensee to the Town pursuant to the provisions of this License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes of general applicability which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts or the United States.

Section 7.10 ANNUAL PERFORMANCE TEST

Proof of performance tests shall be made as required by FCC regulations to ensure compliance with the F.C.C. Technical Specifications referenced in §3.19 herein. The costs of such test(s) shall be borne by Licensee.

Proof of performance tests shall be submitted to the Issuing Authority, upon request, on an annual basis within ten (10) calendar days after completion of testing.

Section 7.11 SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit annually a completed copy of the Department’s Form 500B to the Issuing Authority, or its designee, no later than two (2) weeks after the date required by the Department. The Licensee shall record written and verbal complaints from its subscribers on said Form 500B as required by the Department.

Section 7.12 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a written request therefore, send a written report to the Issuing Authority with respect to any written complaint made to the Issuing Authority concerning Licensee. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.13 QUALITY OF SERVICE

In the event that the Issuing Authority receives written complaints from at least eight subscribers within 21 days regarding signal quality, the Issuing Authority will notify Licensee in writing and Licensee will report in writing to the Town within 30 days of such notice about the nature of the problem and the corrective action to be taken, if any. Said notice to the Licensee shall include the details of each complaint. Subsequent to such report, if no corrective action is taken and the Issuing Authority has reliable, credible evidence to indicate that Licensee is not meeting FCC technical specifications, the Issuing Authority will have the right to require Licensee to test,

analyze and report on signal quality within 30 days. Prior to such test being conducted or contracted for by Licensee, Licensee shall provide an estimate of the cost of such test to the Issuing Authority. Should the tests show Licensee's non-compliance with FCC technical standards, Licensee shall bear the costs of such tests, otherwise the Town shall bear the costs.

Section 7.14 SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of DTC Form 500C to the Issuing Authority, or its designee as required by such DTC form.

Section 7.15 FINANCIAL REPORTS

(a) The Licensee shall furnish the Issuing Authority, or its designee(s) no later than one hundred twenty (120) days after the end of Licensee's Fiscal Year, DTC Forms 200 and 400, prepared in accordance with DTC Rules and Regulations.

(b) The Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred twenty (120) days after the end of the Licensee's Fiscal Year, a statement of its Gross Annual Revenues, upon which its PEG Access annual operations grant is based.

Section 7.16 NUMBER OF SUBSCRIBERS

Licensee shall file a report containing the number of subscribers in the Town with the Issuing Authority and the Cable Advisory Committee. Said report shall be filed annually with the Financial Reports required pursuant to Section 7.15 above.

Section 7.17 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of any other such remedy except that monetary remedies shall not be duplicative of each other with respect to a single occurrence.

Section 7.18 DUAL FILINGS

The Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any State or federal agency or commission pertaining to compliance with any material aspect of this License.

Section 7.19 ADDITIONAL INFORMATION

At any time during the term of this License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this License.

Section 7.20 REVOCATION OF RENEWAL LICENSE

(a) In addition to all other rights which the Issuing Authority has pursuant to law or equity, the Issuing Authority reserves the right to revoke, terminate or cancel this Agreement and the License and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Licensee substantially violates any material provision of this Agreement and fails to remedy such violation as required.

(b) Whenever the Issuing Authority has reason to believe that that Licensee has violated one or more material terms, conditions or provisions of this License, a written notice shall be given to Licensee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Licensee an opportunity to investigate and/or remedy the alleged violation. Licensee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Licensee may, within thirty (30) days of receipt of notice, notify the Issuing Authority that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Licensee shall specify with particularity the matters disputed by Licensee and stay the running of the above-described time.

(c) Issuing Authority shall hear Licensee's dispute at a regularly scheduled or specially scheduled Board of Selectmen meeting of which Licensee has been given at least two weeks notice. Licensee shall have the right to examine witnesses and cross-examine any other witnesses. The Board of Selectmen may subpoena witnesses who have knowledge or expertise relevant to the dispute on their own initiative or at the request of Licensee. The Issuing Authority shall determine if Licensee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Licensee. If a violation is found, Licensee may petition for reconsideration within 60 days of the finding.

(d) If after hearing the dispute, the claim of non-compliance is upheld by the Issuing Authority, then Licensee shall have sixty (60) days from the date of receipt of Issuing Authority's written decision within which to remedy the violation.

(e) The time for Licensee to correct any alleged violation shall be extended by the Issuing Authority if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Licensee commences corrective action and thereafter exercises due diligence to correct the violation.

(f) In the event that Licensee fails to remedy the violation within the time frame set herein, Issuing Authority may revoke the License by vote of its governing body after a public hearing of which Licensee has been given at least two weeks notice at which Licensee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Issuing Authority shall state in writing the basis for any decision to revoke the License. Any revocation hereunder is subject to appeal by Licensee in a court of competent jurisdiction.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.2 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.3 SEVERABILITY

If any section, sentence, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this License.

Section 8.4 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials such as fiber, or any other cause or event not reasonably within the control of the disabled party.

Section 8.5 LICENSE EXHIBITS

The Exhibits to this License, attached hereto, and all portions thereof, are incorporated herein by reference and expressly made a part of this License.

Section 8.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution date of this License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

(c) This License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against the Licensee which would interfere with the performance of this License.

Section 8.7 APPLICABILITY OF LICENSE

All of the provisions in this License shall apply to the Town, the Licensee, and their respective successors and assigns.

Section 8.8 JURISDICTION

Jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a federal or state court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.9 NOTICE

Every notice to be served under this agreement shall be delivered in hand and sent by certified mail (postage prepaid), or overnight delivery service, shall be deemed to have been given on the date of hand delivery or on the mailing date thereof and shall be addressed as follows:

(a) To the Issuing Authority:

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

Or such other address as the Issuing Authority may specify in writing to the Licensee:

(b) To the Licensee:

Time Warner Cable
1021 High Bridge Road
Schenectady, NY 12303

Attention: Government Relations

With a copy to:

Time Warner Cable
60 Columbus Circle
New York, NY 10023

Attn: Law Department, Regulatory

Or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.10 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License, or any provision in this License.

Section 8.11 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this License will not constitute, nor be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any constitutional or legal right which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The Town and Licensee acknowledge that each reserves all of their respective rights under applicable Federal and State Constitutions and laws.

Section 8.12 INCORPORATION of M.G.L. c. 166A, §5

The provisions of M.G.L. c. 166A, §5(a)-(o), as they presently exist and as they may from time to time in the future be amended, are incorporated into this license, and shall be governing on all parties.

Section 8.13 NO THIRD PARTY BENEFICIARIES

This License is not intended to, and does not create any rights or benefits on behalf of any person other than the parties to this License.

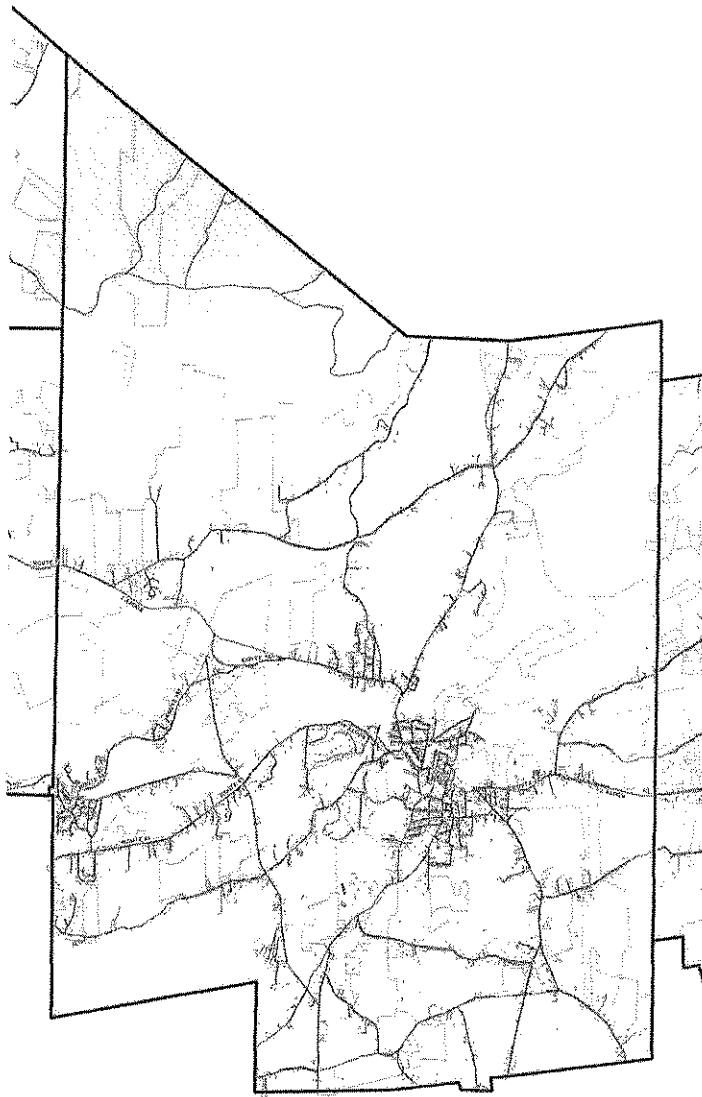
WITNESS OUR HANDS AND OFFICIAL SEALS, THIS _____

For the Town of Great Barrington:

For Time Warner Cable Northeast LLC:

Exhibit A
Map

GREAT BARRINGTON MA STRAND MAP



Legend

- Time Warner Strand
 - Non-TWC Strand
 - Roads
 - Buildings
 - Open Space
- Date of Origin: 1/22/2013

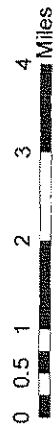


Exhibit B

(Existing Coax Local Origination Sites to be maintained)

Monument Mountain Regional HS
600 Stockbridge Rd, Great Barrington, MA 01230

Monument Valley Middle School
313 Monument Valley Rd, Great Barrington, MA 01230

Muddy Brook Elementary
318 Monument Valley Rd, Great Barrington, MA 01230

Claire Teague Senior Center
917 Main Street Great Barrington, MA 02130

Housatonic Community Center
1064 Main St, Housatonic, MA 01236

Exhibit C

(Coax Local Origination Sites to be Upgraded to Fiber Optic Sites)

Great Barrington Town Hall
344 Main St., Great Barrington, MA 01230

Exhibit D

FCC Regulations

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after in order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers-

(i) Refunds - Refund checks will be issued promptly, but no later than either-

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) *Normal business hours* —The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions*—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. These conditions which are *not* within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which *are* ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption* —The term “service interruption” means the loss of picture or sound on one or more cable channels. ‘

Note to §76309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.

[58 FR 21109; Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996; 65 FR 53615, Sept 5, 2000; 67 FR 1650, Jan. 14, 2002]

Exhibit E
FCC Regulations

§ 76.1602 Customer service—general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions of programming carried on the system; and
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
- (7) Effective May 1, 2011, any assessed fees for rental of navigation devices and single and additional CableCARDS; and,
- (8) Effective May 1, 2011, if such provider includes equipment in the price of a bundled offer of one or more services, the fees reasonably allocable to:
 - (i) The rental of single and additional CableCARDS; and
 - (ii) The rental of operator-supplied navigation devices.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

[65 FR 53617, Sept. 5, 2000, as amended at 76 FR 40279, July 8, 2011]

EXHIBIT F

PEG ACCESS CAPITAL FUNDING

- Master Control
 - Blackmagic hub and equipment \$15,000
 - Tektronix Waveform Monitor \$7,000
 - Tightrope SX4 Server \$23,000
- Studio
 - JVC Studio cameras, \$71,000
 - Camera cables \$2,500
 - Camera tripod heads \$10,000
 - Teleprompters \$3,000
 - Telex base station \$7,000
 - Telex transceivers \$16,000
 - Mackie Audio Mixing Console \$2,000
 - JK telephone hybrid \$1,500
- Control Room
 - Granite Video Switcher \$27,000
 - Aja Video recorder \$4,000
- Editing Facilities
 - iMac \$15,000
 - External HDD \$2,000
 - Network Storage \$6,000

ELEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT
BETWEEN 20 CASTLE STREET, LLC, as Buyer
And
THE TOWN OF GREAT BARRINGTON, as Seller

20 Castle Street, LLC and the Town of Great Barrington, the parties to that certain Purchase and Sale Agreement for Massachusetts Real Estate dated February 13, 2012, and covering the premises known as 20 Castle Street, Great Barrington (the "Agreement"), hereby agree that the Agreement shall be amended as follows:

1.7 Closing: The date is revised as follows: within 514 days of execution of Purchase & Sale Agreement, i.e., by July 11, 2013.

1.15 Buyer's Inspection Contingency Date: The period for inspection to occur is extended as follows: by within 506 days of execution of Purchase & Sale Agreement, i.e., by July 3, 2013.

Rider B: The phrase "60 day inspection contingency period," previously amended to "477 day inspection contingency period," is replaced by "506 day inspection contingency period."

Rider C: The phrase "60 day inspection contingency period" on page 14, in the second full paragraph, previously amended to "477 day inspection contingency period," is replaced by "506 day inspection contingency period."

The Parties agree that either may terminate the Agreement with 7 days written notice to the other party.

Dated: June __, 2013

20 CASTLE STREET, LLC
By

TOWN OF GREAT BARRINGTON
By its Board of Selectmen

Title:

Buyer

Seller