

Jennifer Tabakin
Town Manager

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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING

MONDAY, OCTOBER 26, 2015

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

4:30 PM - **SITE VISIT** on the Special Permit Application of 79 Bridge Street Realty, LLC
at 79 Bridge Street.

7:00 PM - **OPEN MEETING**

1. CALL TO ORDER

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. Discussion of upcoming meeting calendar.

3. TOWN MANAGER'S REPORT:

4. PUBLIC HEARINGS:

A. Implementation of the FY14 CDBG CDF I 00727 Great Barrington-Sheffield Community Development Block Grant, including the Housing Rehabilitation Program, the Front Street Drainage Design and the Sheffield Town Hall ABR Design.

(Discussion/Vote)

- a. Open Public Hearing
- b. Explanation of Project
- c. Speak in Favor/Opposition
- d. Motion to Close Public Hearing
- e. Motion re: Findings
- f. Motion re: Approval/Denial/Table

5. OLD BUSINESS:

A. Main Street Reconstruction – Update.

B. Renewal of Construction Zone Impact Area for Main Street. (Discussion/Vote)

6. NEW BUSINESS:

- A. Narain Schroeder/Berkshire Natural Resources Council (BNRC) for approval of Conservation Restriction from Rising Paper Land, LLC to Berkshire Natural Resources Council, Inc. (Discussion/Vote)

- B. SB – Recommendation to Berkshire Hills Regional School District Committee (BHRSDC) for one Selectboard member and one Finance Committee member to serve on the Regional Agreement Amendment Committee. (Discussion/Vote)

- C. Participation in the 2016 Solarize Mass Program. (Discussion/Vote)

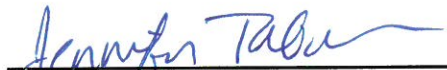
7. CITIZEN SPEAK TIME:

8. SELECTBOARD'S TIME:

9. MEDIA TIME:

10. ADJOURNMENT:

NEXT SELECTBOARD'S REGULAR MEETING: MONDAY, NOVEMBER 9, 2015, 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.

MEETINGS IN NOVEMBER
(Scheduled as of 10/23/15)

Tuesday, October 27th at 5:30 PM Community Preservation Committee- GB Fire Station

Tuesday, October 27th at 6:30 PM Finance Committee- Town Hall

Wednesday, October 28th at 1:15 PM Council on Aging- Claire Teague Senior Center

Wednesday, October 28th at 6:30 PM Conservation Commission- Town Hall

Thursday, October 29th at 5:30 PM Community Preservation Committee- GB Fire Station

Monday, November 2nd at 5 PM Cultural Council- Mason Library

Monday, November 2nd at 6 PM Selectboard & Finance Committee Joint Meeting (FY' 17 Budget Financial Policy)- Town Hall

Wednesday, November 4th at 5:15 PM Tree Committee- Mason Library

Wednesday, November 4th at 7 PM Lake Mansfield Improvement Task Force Community Forum- Crissey Farms

Thursday, November 5th at 7 PM Board of Health- Town Hall

Monday, November 9th at 5 PM Parks Commission- Mason Library

Monday, November 9th at 5 PM Cultural Council- Mason Library

Monday, November 9th at 7 PM Selectboard Regular Meeting- Town Hall

Tuesday, November 10th at 6:30 PM Selectboard Special Meeting (Community Conversation Meeting)- GB Fire Station

Thursday, November 12th at 5:30 PM Board of Library Trustees- Mason Library

Thursday, November 12th at 7 PM Planning Board- Town Hall

Thursday, November 19th at 2:15 PM GB Housing Authority- Bernard Gibbons Drive

Monday, November 23rd at 7 PM Selectboard Regular Meeting- Town Hall

Wednesday, November 25th at 1:15 PM Council on Aging- Claire Teague Senior Center

Wednesday, November 25th at 6:30 PM Conservation Commission- Town Hall

**NOTICE OF PUBLIC HEARING
TOWN OF GREAT BARRINGTON SELECTBOARD
OCTOBER 26, 2015**

The Great Barrington Selectboard will hold a Public Hearing on Monday, October 26, 2015 at 7:00 pm in the Selectboard's Meeting Room in Town Hall, 334 Main Street, Great Barrington, to review and receive comments on the implementation of the FY14 CDBG CDF I 00727 Great Barrington-Sheffield Community Development Block Grant, including the Housing Rehabilitation Program, the Front Street Drainage Design and the Sheffield Town Hall ABR Design. Residents and interested individuals from both Great Barrington and Sheffield are encouraged to attend and participate. For additional information please call Patricia Mullins, Community Berkshire Regional Planning Commission, 413-442-1521 x 17.

Great Barrington Sheffield Community Development Block Grant

5th Quarterly Report - Great Barrington FY14 CDBG CDF I 00727

October 08, 2015

Submitted on behalf of the Town of Great Barrington by BRPC Grant Administrator

Administrative Activities

This report covers grant activities conducted from April 1, 2015 through June 30, 2015, which is the 4th quarter of the above referenced grant. This is a regional grant for the Towns of Great Barrington and Sheffield. This report was approved by the Town for submittal on 07/13/15. During this quarter the following administrative activities took place:

- The 4th Quarterly Report was prepared by the Grant Administrator and was submitted to and approved DHCD
- During this quarter the claims #4, #5 and #6 were submitted: claims #4 and #5 were approved and paid, and claim #6 was approved; expenses and resulting drawdowns have been recorded in the GMS.
- Claim #4, for \$71,317.70 included BRPC Invoices #5 and #6, totaling \$29,517.70, for Administrative and Program Delivery Activities conducted between May 1st and June 30, 2015. The claim also included Tighe and Bond Invoice # 061593283, in the amount of \$41,800.00 for engineering design on the Front Street Drainage Project.
- Claim #5 on the grant was submitted and approved for BRPC Invoice #7, in the amount of \$18,857.93 for Administrative and Program Delivery Activities, and reimbursement of Housing Rehabilitation expenses totaling \$27,967.32. This claim also included a Tighe and Bond invoice # 071593127, in the amount of \$7,600.00. The total amount of claim #5 recorded in the GMS was \$54,425.25.
- Claim #6 included BRPC Invoices #8, in the amount of \$9,960.59, for Administrative and Program Delivery Activities, as well as \$149,258.58 in projected funds for Housing Rehabilitation expenses. Tighe & Bond Invoice #091591065, in the amount of \$7,600.00 for design engineering on the Great Barrington 6K Design only project was also included in this claim, and well as Clark and Green Invoice #1, in the amount of \$7,500.00, for architectural design work on the Sheffield Town hall ABR project. The total amount of claim #6 was \$164,358.58.

A Public Hearing on the implementation of the grant has been scheduled for October 26 in Great Barrington and advertised in a newspaper of local circulation, posted at town hall and the towns' websites. Residents from both Great Barrington and Sheffield have been invited to attend, and an additional Public Hearing is being planned to be held in Sheffield during the month of November.

A request to extend the grant beyond the December 30, 2015 end date has been discussed with both towns and the DHCD Program Representative, and is expected to be submitted during the next quarter in order to allow time to complete additional housing rehabilitation projects as discussed under 4A.

Grant Activities:

Housing Rehabilitation

4A – Program Delivery:

During this quarter 13 projects have been initiated. These projects are in various stages of completion. The following outlines the status of all housing rehabilitation projects to date:

- Total # of projects selected and bid documents issued: 13

- Projects currently out to bid and awaiting bid opening: 3
- Projects with bids in and awaiting contract execution: 3
- Projects under contract: 7
- Projects under construction: 3 (out of 7 under contract)
- Projects completed or awaiting final inspection: 4 (out of 7 under contract)

The Program goal for this grant is 15 units. Based on the costs of these 7 projects and estimated costs for 2 additional projects, it appears that between 2 and 4 additional projects may be completed with available funds, pending a planned request to extend the grant beyond the current December 30, 2015 end date. The Program has had over 70 applications submitted.

BRPC, as the Housing Rehabilitation Program Manager, continues to accept applications from both Homeowners and Contractors for the Program, and to work with the towns to advertise the Program. In some cases Homeowners have contacted the Program Manager after witnessing neighbors benefitting from Program activities. Individuals and firms have been added to our list of Pre-Qualified Contractors after seeing posters in the local Building Inspectors' offices, the Towns' websites, and through word of mouth referrals.

4C - Rehabilitation Loan/Grants

Rehabilitation loans/grants have been issued to 7 households for projects totaling \$188,582. Based on projects which are awaiting contract execution, BRPC anticipates issuing loans/grants amounting to \$90,524 within the 1st half of October. Total estimates for other projects which are currently awaiting bid openings approach \$90,000.

Public Facilities/Infrastructure

6A – Program Delivery

Great Barrington: Program delivery activities have continued through review and approval of designer work products and invoices.

Sheffield: BRPC assisted the Town of Sheffield through organizing the Designer Selection Committee, and drafting and advertising of an RFQ for designer services. Program delivery also included facilitating Designer interviews which were held in July by the Sheffield Designer Selection Committee. The Committee interviewed all 3 firms submitting qualifications, and selected the firm of Clark and Green Architecture to recommend to the Select Board for award.

6K – Design Only – Architectural and Engineering

Great Barrington Front Street Engineering Design: The engineering consultant (Tighe and Bond) began work in early February and has is close to completing the project, including survey, geotechnical drilling, and a full permitting package submitted to the Town's Conservation Commission for a hearing in July of the next quarter. Plans and specifications are complete and permitting is in place.

Sheffield Town Hall ABR Design During the last 2 months the Architect has met with the Design Review Committee and the Town Administrator numerous times and has produced 5 versions of schematic design, while also completing other aspects of the project tasks, including the original site inventory and coordinating a property survey.

9 - General Administration (please see narrative above)

EXECUTIVE SUMMARY

TITLE: Renewal of Construction Zone Impact Area for Main Street

BACKGROUND: Per Ch.146-21 of the Town Code (Temporary Signs in Construction Zones), the Selectboard may designate a Construction Zone, for not more than one year at a time, in which temporary signs may be exempt from the regulations of the sign bylaw.

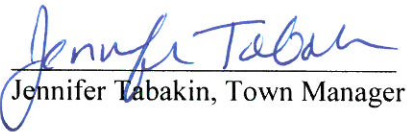
A Construction Zone related to the Main Street project was designated last year and will expire on October 27, 2015. That zone is depicted on the map attached to this summary.

Given that the Main Street project is still underway, the Selectboard should consider renewing the designation of this Construction Zone.

FISCAL IMPACT: Not applicable

RECOMMENDATION: The Selectboard renew the Main Street Construction Impact Zone, delineated on the attached map, for a one year period to expire October 28, 2016.

PREPARED AND REVIEWED BY:

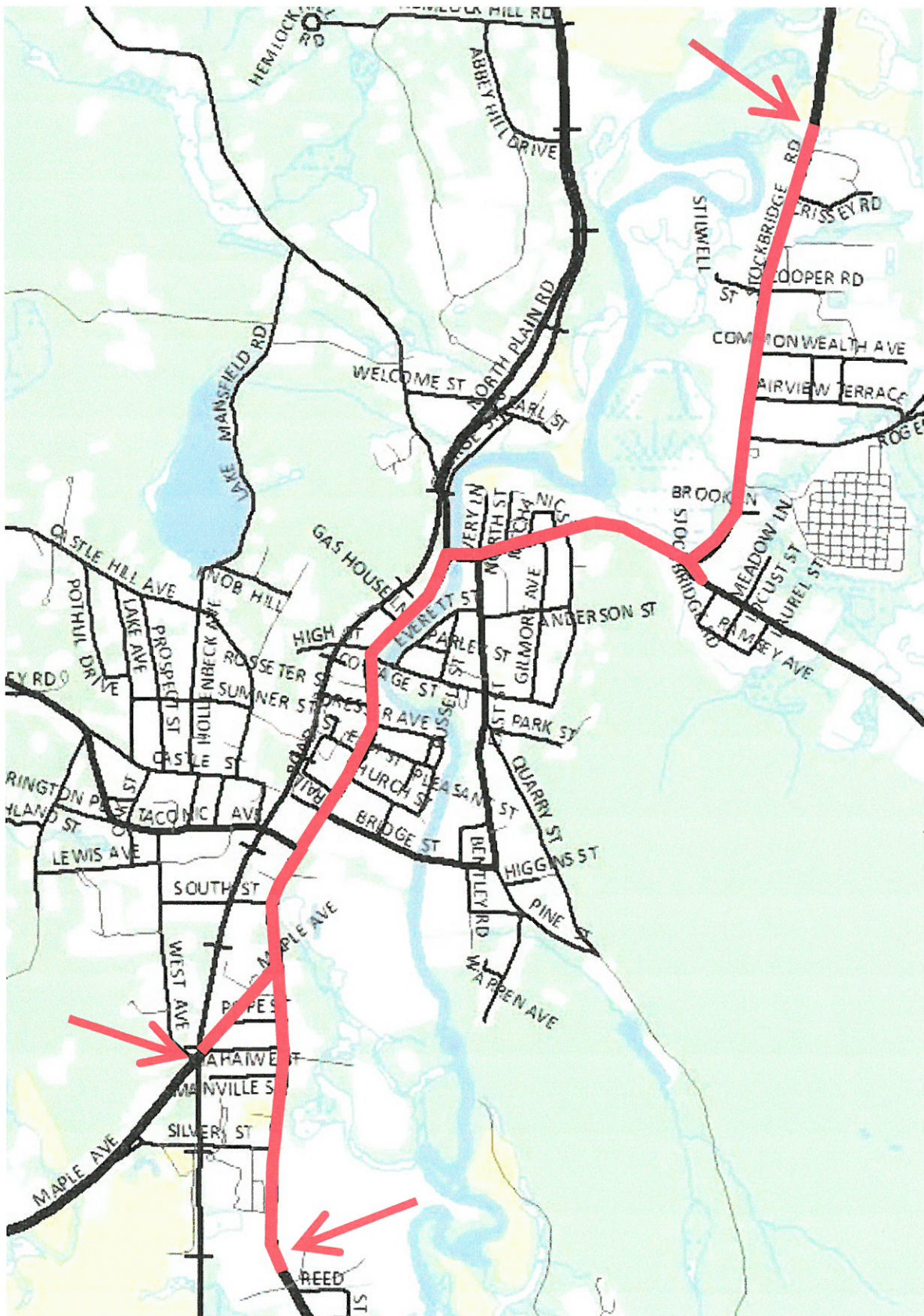

Jennifer Tabakin, Town Manager

DATE:

10/20/15

Main Street Construction Impact Zone: Route 7 between 425 Stockbridge Road (WSBS) and 760 Main Street (Guido's), and Maple Avenue from the railroad tracks to the Police Station

Designated by the Board of Selectmen July 23, 2012. Renewed 11/12/2013, 10/27/2014, and 10/26/2015.



From: Narain Schroeder [mailto:NSchroeder@bnrc.net]
Sent: Thursday, October 08, 2015 1:46 PM
To: Jennifer Tabakin
Cc: Kirt Mayland; Jennifer Bailly
Subject: Rising Mill Land LLC CR

October 8, 2015

TO: Ms. Jennifer Tabakin, Town Manager – Great Barrington
FROM: Narain Schroeder, Berkshire Natural Resources Council (BNRC)
RE: Selectmen's Agenda October 26
cc: Kirt Mayland, Jennifer Bailly

Dear Ms. Tabakin:

Rising Paper Land LLC is proposing to place a portion of their land under a conservation restriction. We would like the opportunity to review this matter with the board of selectmen at their October 26 meeting. I will mail you a paper copy of this cover letter along with a copy of the Conservation Restriction and maps attached hereto.

The conservation restriction would permanently prohibit development on approximately 46 acres.

A conservation restriction is a legally binding agreement between a landowner and a conservation organization such as the Berkshire Natural Resources Council (BNRC). The agreement "runs with the land," remaining in effect from one owner to the next. Under this restriction, the landowner cannot create new residential or commercial development on the acres subject to the conservation restriction. (A copy of the restriction is enclosed for your review.) It is the right and obligation of the organization holding the restriction to ensure that its terms and conditions are upheld.

Under the conservation restriction the land remains in private ownership. The land stays on the real estate tax rolls. Determination of the change in assessed value, if any, is left to the local board of assessors.

A sketch plan showing the land to be preserved is attached to the back of the conservation restriction as Exhibit A. I have also enclosed a map showing the surrounding part of town.

Requirements for conservation restrictions are addressed in MA General Laws Chapter 184, Sections 31-33. The statute calls for approval of the restriction by the Board of Selectmen and by the Commonwealth's Secretary of Environmental Affairs. I hope that these advance materials and our discussion at the meeting will provide the board with sufficient information to make a decision regarding approval of the CR.

Please advise if we can be placed on the agenda for the October 26th meeting and do not hesitate to call me if I can answer any questions or concerns before the meeting.

Sincerely,

Narain Schroeder
Director of Land Conservation
Berkshire Natural Resources Council
(413) 499-0596
www.bnrc.net

Grantor: Rising Paper Land, LLC
Grantee: Berkshire Natural Resources Council Inc.
Address: Park Road, Great Barrington

For Grantors' title see the following deeds:

Book 667, Page 10
Exclusion: Plat File _____

CONSERVATION RESTRICTION

From
RISING PAPER LAND, LLC

To

BERKSHIRE NATURAL RESOURCES COUNCIL, INC.

RISING PAPER LAND LLC, with an address at 43 Reservoir Road, Lakeville, CT 06039, being the sole owner of the granted premises and intending hereby to bind itself and its successors and assigns (collectively "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with quitclaim covenants to the BERKSHIRE NATURAL RESOURCES COUNCIL INC. (BNRC), BNRC being a Massachusetts charitable corporation with a post office address at 20 Bank Row, Pittsfield, MA 01201, their successors and permitted assigns (collectively "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on two parcels of land located in the Town of Great Barrington, Massachusetts constituting approximately 46.6 acres, and more particularly described in Exhibit A and sketch plan attached hereto and incorporated by this reference, (hereinafter the "Premises"), said Premises being a portion of the 72.04 acres conveyed to the

Grantor by the above listed deed recorded in the Southern Berkshire Registry of Deeds.

WHEREAS, the specific conservation values of the Premises including, but not limited to values set forth below, are documented in a report on file at the offices of the Grantee and incorporated herein by this reference ("Baseline Documentation"), which consists of documentation that the parties agree provides, collectively, an accurate representation of the Premises at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, the Grantee is a charitable corporation formed to promote and protect the natural resources of Berkshire County to the end that said County shall be more livable and more attractive; to strive to eliminate pollution of streams and lakes, preserve open spaces for recreation and scenery, and discourage unsightly development in the interest of the County as a whole; to take an active interest in local and regional planning and zoning, pollution abatement programs, roadside beautification, and the conservation of selected fields and forests for recreational use, for livability, for protection, and for beauty; to acquire, hold, manage and dispose of land and interests in land within and adjacent to Berkshire County in accordance with generally accepted conservation objectives and practices; to work closely with the many groups concerned with allied issues and to coordinate and supplement the activities of such groups as they relate to the natural resources of Berkshire County.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current natural, scenic and undeveloped condition in perpetuity and for conservation purposes, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values. These values include the following:

- A. Open Space Preservation. The protection of the Premises contributes to the rural, scenic and natural character of the Town of Great Barrington, and

protects valuable resources identified in the Town's Open Space plan including Prime Agricultural soils, Core Habitat, and Riparian corridors.

- B. Scenic Protection. The Premises consist of open space valuable for their scenic beauty, and are visible to the public from Division Street and Route 183, public ways of rural setting and character offering numerous scenic vistas of and across the Premises, and the protection of the Premises will contribute to public enjoyment of the rural character of the Town of Great Barrington and the scenic qualities of this public way.
- C. The Premises are located in an area designated as Scenic in the Massachusetts Geographic Information System (MassGIS), a designation based on findings of the "Massachusetts Landscape Inventory" published by the Department of Environmental Management (DEM) (1981), scenic landscapes being defined as areas of important visual quality in the Commonwealth and protection of the Premises will help to preserve the scenic quality of this region.
- D. Flood Plain Protection. The Premises lies within the 100-year floodplain of the Housatonic River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- E. Protection of Wildlife Habitat
 - 1) Priority Habitat: portions of the Premises lie within an area designated as Priority Habitat of Rare Species by the Natural Heritage and Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife (the "Division") (Massachusetts Natural Heritage Atlas 13th Edition 2008), pursuant to the Massachusetts Endangered Species Act regulations (321 CMR 10), and preservation of the Premises will enhance the protection of state-listed rare, endangered or threatened species on or adjacent to the Premises.
 - 2) Estimated Habitat: portions of the Premises lie within an area designated as Estimated Habitat of Rare Wildlife and Certified Vernal Pools by the Natural Heritage and Endangered Species Program,

Massachusetts Division of Fisheries and Wildlife, (Massachusetts Natural Heritage Atlas 13th Edition 2008), pursuant to the Massachusetts Endangered Species Act regulations (321 CMR 10), and the Wetlands Protection Act regulations (310 CMR 10) and preservation of the Premises will enhance the protection of state-listed rare, endangered or threatened species on or adjacent to the Premises.

- 3) **Critical Supporting Watershed:** the Premises lie within an area designated by the Division of Fisheries and Wildlife Living Waters conservation map as Critical Supporting Watershed in the Housatonic River Watershed, "Critical Supporting Watershed" being defined within said document as "the portion of a Core Habitat's watershed with the greatest potential to sustain or degrade the Core Habitat ecosystem" (Living Waters, EOE, 2003), and the protection of the Premises will contribute to the preservation of some of the Commonwealth's most important habitats for rare aquatic plants and animals and exemplary freshwater habitats.
- 4) The Premises contain important habitat, breeding sites, and migration routes for wildlife including the Wood Turtle (*glyptemys insculpta*), which at the time of this recording is listed as a species of "Special Concern" pursuant to the Massachusetts Endangered Species Act ("MESA") (G.L.c.131A:3 and 321 CMR 10.23).

F. Expansion of Protected Land: the Premises are in close proximity to conservation land owned by the Trustees of Reservation on Monument Mountain, and to restrictions held by Berkshire Natural Resources Council and the Massachusetts Department of Agricultural Resources, and preservation of the Premises will increase the amount of conserved land in this area and contribute to the ecological integrity of said conservation land.

G. Furtherance of Government Policy.

- 1) **BioMap II Critical Natural Landscape:** the Premises lie within an area designated by the Department of Fish and Game and The Nature Conservancy BioMap2 as Critical Natural Landscape in the Western New England Marble Valleys ecoregion, "Critical Natural Landscape"

being defined within said document as “acres complementing Core Habitat, including large natural Landscape Blocks that provide habitat for wide-ranging native species, support intact ecological processes, maintain connectivity among habitats, and enhance ecological resilience; and includes buffering uplands around coastal, wetland and aquatic Core Habitats to help ensure their long-term integrity.” (“BioMap2, DFG and TNC, 2010), and the protection of the Premises will contribute to the preservation of some of the Commonwealth’s most viable natural communities and habitat for rare plants and animals.

- 2) BioMap II Core Habitat: the Premises lie within an area designated by the Department of Fish and Game and The Nature Conservancy BioMap2 as Core Habitat in the Western New England Marble Valleys ecoregion, “Core Habitat” being defined within said document as “acres that are critical for the long-term persistence of rare species and other Species of Conservation Concern, as well as a wide diversity of natural communities and intact ecosystems across the Commonwealth.” (BioMap2, DFG and TNC, 2010), and the protection of the Premises will contribute to the preservation of some of the Commonwealth’s most viable natural communities and habitat for rare plants and animals.

H. Massachusetts Endangered Species Act. This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No. 014-255.DFW issued 25 November 2014, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") and recorded in the Berkshire South Registry of Deed at Book ____ and Page _____ and incorporated herein by this reference ("Permit").

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report to be kept on file at the office of the Grantee and incorporated herein by this reference.

Grantor and Grantee agree that this Baseline Documentation Report provides an accurate representation of the condition and the objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the Commonwealth of Massachusetts and in particular Sections 31-33 of Chapter 184 of the General Laws, Grantor hereby voluntarily grants and conveys to the Grantee and its successors and permitted assigns, with quitclaim covenants, a Conservation Restriction in perpetuity and for conservation purposes, of the nature and character and to the extent hereinafter set forth ("Conservation Restriction").

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform nor allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing, or allowing to remain any temporary or permanent antenna, building, tower, conduit, communication tower, wind turbine, mobile home, sign, billboard or other advertising display, or other temporary or permanent structure or facility of any nature or description whatever on or above or below the Premises;
2. using or occupying any temporary structure, trailer, vehicle, tent, shack or outbuilding as a residence, either permanently or temporarily, on the Premises;
3. using the Premises for the purpose of development or transferring development rights to any other property, whether or not adjacent to the Premises or for use in calculations involving development of this or any other property;

4. dividing the Premises;
5. mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
6. placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or the installation of underground storage tanks;
7. cutting, removing or otherwise destroying trees, grasses, or other vegetation or activities that materially impair water quality;
8. parking or maintaining boats, camping trailers, motor homes or unregistered or non-operative motor vehicles on, above or below the Premises;
9. operating motor vehicles including off highway vehicles;
10. more than *de minimus* commercial recreational use of the Premises; and
11. Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values unless necessary for the protection of the conservation values that are the subject of this Conservation Restriction;

B. Reserved Rights and Exceptions to otherwise Prohibited Acts and Uses.

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction or other significant conservation interests:

1. the right to use, maintain, repair, and replace access road as identified in Exhibit A, page 2 of 7 in its approximate current location, for the Grantor's benefit of access to the Solar Array, located on the land of Grantor excluded from the conservation restriction, and for Grantee's access as described in

Paragraph IV herein, said access road shall be dirt or gravel but not paved with impervious materials with Division review and approval;

2. the right to conduct, or permit others to conduct, sound silvicultural uses of the Premises, including the right to commercially harvest forest products, conduct maple sugaring operations, and conduct related or similar forest product operations in accordance with a Forest Management Plan (hereinafter the "Management Plan"), prepared by a licensed professional forester who shall certify, to the Grantee, that said Management Plan is in accordance with the terms and Purposes of this Conservation Restriction, including, but not limited, to the Guidelines and Plan Elements for the Management Plan attached hereto as Exhibit B. The Guidelines and Plan Elements for the Management Plan may be changed from time to time, in consultation with the Natural Heritage and Endangered Species Program, and subject to approval of the Grantor and the Grantee, in keeping with advances in the scientific knowledge of forest ecology, silvicultural and forest management practices. The Management Plan shall also provide for management of the Premises in a manner consistent with generally accepted "Best Management Practices," (Kittredge & Parker, Third Printing, January 2013 and subsequent versions as those practices may be identified from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation. In circumstances in which a Forest Cutting Plan, pursuant to Forest cutting Practices Act under M.G.L Ch. 132, is required in order to carry out a practice included in the Management Plan a copy of said cutting plan shall be provided to the Grantee no later than fourteen (14) days prior to the anticipated commencement of harvesting activities. Timber harvesting and other associated forest management activities are a right and not a requirement. Nothing in the Management Plan for the Premises shall be construed as a requirement that the Grantor harvest timber. The Management Plan shall be updated every twenty-five years or sooner if new information or new knowledge is obtained that promotes or enhances the conservation values and sound silvicultural management of the Premises. Notwithstanding the provisions of this subparagraph II B (2). Grantor retains the right to pursue certain non-commercial and generally accepted forest management activities without preparation of a forest management plan, or written notice to or approval of

the Grantee, including, but not limited to, the right to selectively cut or clear vegetation for habitat protection, to reduce shading on the solar array, fire protection, unpaved trail and road maintenance, tree pest and disease control or otherwise to preserve the present condition of the Premises, the right to clear brush and immature trees for the maintenance or restoration of pastureland, and the right to harvest up to 10 cords of firewood without filing a Forest Cutting Plan, subject to the regulations set forth in the Massachusetts Forest Cutting Practices Act Chapter 132 (M.G.L. 132). The Grantor shall conduct all forest product-harvesting operations and non-commercial generally accepted forest management activities in accordance with applicable law and the conservation Purposes and terms of this Conservation Restriction. All such activities are subject to review and approval by the Division

3. the right to construct, maintain, repair and replace one (1) publicly accessible parking area constructed of dirt or gravel, but not with impervious material, with a capacity not to exceed six (6) cars along Division Street, and the right to build maintain repair and replace trailhead amenities including: fencing, signage, canoe rack, canoe launch and a kiosk.
4. the right, with thirty (30) days prior written notice to Grantee, to take measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, except that the use of biological control agents shall require the prior written approval of the Grantee and the Division;
5. in accordance with a USDA Farm Conservation Plan which has been certified as consistent with the Purposes of this Conservation Restriction, the right to cultivate and harvest crops, fruit trees, nut trees, Christmas trees, berry bushes, non-invasive ornamental trees or plants, flowers and hay, and the right to mow grass, (but not to establish a lawn), reclaim fields, and create new fields and to raise and graze livestock, install sight-pervious fencing, and irrigation, provided that said activity is in accordance with a Farm Conservation Plan which has been certified by the Massachusetts Department of Agricultural Resources (MDAR) as consistent with the Purposes of the CR, and designed to avoid or minimize adverse

impacts on soil and water quality, and other conservation and scenic values of the Premises; all such uses must be reviewed and approved by the Division;

6. the right to construct, use, maintain, repair, replace and relocate non-residential, temporary structures for agricultural purposes, provided that said structures shall not be served by septic disposal systems, shall not have a permanent foundations and do not substantially alter or otherwise affect the soil profile with Division review and approval;
7. the right to conduct archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official) with Division review and approval;
8. the right to cut, mark, maintain and relocate trails for non-motorized, passive recreational use provided that cutting, marking, maintenance and relocation of trails shall be designed to avoid or minimize adverse impacts on wildlife habitat, soil and water quality, or other conservation and scenic values of the Premises;
9. the right to stockpile and compost stumps, tree and brush limbs, leaves and similar biodegradable materials originating on the Premises in locations not visible from public roads where the presence of such materials will not have a deleterious impact on the purpose (including scenic values) of this Conservation Restriction;
10. the right to post a reasonable number of regulatory or interpretive signs advising the public of Grantor's ownership of the Premises and pertinent information thereto
11. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values provided such signs do not specifically reference species

on the MA Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) by scientific or common name or provide the actual location of said species. Signs may use generalized terms such as “Sensitive Ecological Community,” “wildlife habitat”, “rare animal habitat” or other generalized terms.;

12. With the written permission of the Grantee and Division, the right to remove non-native or invasive flora and interplanting of indigenous species;
13. The right to hunting, trapping and fishing subject to all applicable laws, bylaws, regulations and authorities;
14. The right to all actions and activities required or authorized by MESA Conservation and Management Permit.
15. any other dispersed outdoor non-commercial passive recreational activities, including fishing, boating, hiking, cross-county skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
16. all acts and uses not prohibited by Paragraph II A above are permissible, provided they do not materially impair the purposes or conservation interests of the Premises or other significant conservation interests.

C. Notice and Approval.

Whenever notice to or approval by Grantee and/or Division is required under the provisions of paragraphs A or B, Grantor shall notify Grantee and/or Division in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MA Endangered Species Act Tracking Number and/or Conservation and Management Permit number (if applicable), and any other material aspect of the proposed activity in sufficient detail to permit the Grantee and/or Division to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee and/or Division’s approval is required, Grantee and/or Division shall grant or withhold approval in writing within 60 days of receipt of Grantor’s request. Said approval shall not

be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee and/or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee and/or Division of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with all applicable federal, state and local law. The inclusion of any reserved right in this paragraph B requiring a permit from a public agency does not imply that Grantee or the Commonwealth takes any position on whether such permit should be issued.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel and survey fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and have the boundaries permanently marked.

This Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division. If the Division in its sole discretion determines that Grantee is not taking satisfactory action to monitor and/or enforce this Conservation Restriction, the Division shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefore, and Grantee shall have 30 days in which to take action satisfactory to the Division to monitor and enforce this Conservation Restriction. If the Division in its sole discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the Division, the Division may in its sole discretion monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the Division determines are reasonably necessary or appropriate to effect such corrections of any violations and/or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the Division in its sole discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the Division may waive this notice and 30-day Grantee response time period and take whatever legal and other action the Division deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse to Division all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. Access

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after 30-days notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines. By this Conservation Restriction, Grantor grants a right of access to the general public subject to the following limitations:

- a. The public shall have the right to pass and repass by non-motorized means along or in close proximity to the Housatonic River, the site of an informal foot trail (hereafter, the "Trail"), in the Trail's current location on the Premises or as the Trail may be relocated by the Grantee, on the Premises from time to time.
- b. The public shall have the right of access only during daylight hours.

- c. The public right of access to the Trail shall not include a general right of access to the Premises.
- d. Notwithstanding the above, Grantor shall have the right to immediately limit public access to the trail upon a finding, at the Grantors sole discretion, that public access is damaging the conservation values protected by this Conservation Restriction or damaging other land or property of Grantor not subject to the Conservation Restriction. Grantor will notify Grantee within twenty-four (24) hours of imposing any such limitation with an explanation for the imposition.
- e. The public shall have no right of access to other lands of the Grantor that are not subject to this Conservation Restriction.
- f. Grantee shall have the right, but not the obligation, to manage and improve the Trail and Parking Area by means including, but not limited to, restoration, relocation, paint blazing, pruning, tread improvement, drainage improvement, the installation of signage and kiosks, and broad notification of the public's right to use and enjoy the Trail. Grantee shall also have the right to add new trails that connect the River Trail with Route 183 and the trails on Monument Mountain. Before starting work on such improvements, Grantee shall prepare a written management plan for the Trail, a copy of which shall be provided to the Grantor.

This Conservation Restriction in no way limits, amends or alters the legal authority of the Division to access the property of the Grantor, its successors and assigns.

V. Extinguishment

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law with review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph V (B) below, subject, however, to any applicable law which expressly

provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds.

Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time, after complying with the terms of any gift, grant, or funding requirements. Such proportionate value of the Grantee's property right shall remain constant.

C. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with V. (B) above. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this Conservation Restriction.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee and Division are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation

Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts and provided any amendment is reviewed and approved by the Division. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with

the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Southern Berkshire Registry of Deeds.

XI. DISSOLUTION OF GRANTEE

In the event of the dissolution or other legal termination of a Grantee, or if a Grantee at any time is disqualified under law to hold this restriction and a Grantee has failed to assign the restriction, then the benefits and responsibilities of the Conservation Restriction shall be offered to a qualified conservation organization or public body or agency, as a court of competent jurisdiction shall direct.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Southern Berkshire Registry of Deeds. The Grantee shall record this instrument in timely manner in the Southern Berkshire Registry of Deeds.

XIII. RECORDATION

The Grantee shall record this instrument in a timely fashion in the Berkshire Southern District Registry of Deeds

XIV. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Rising Paper Land LLC
 43 Reservoir Road
 Lakeville, CT 06039

To Grantee: Berkshire Natural Resources Council
 20 Bank Row

Pittsfield, MA 01201

To the Division: Natural Heritage Endangered Species Program
Mass. Division of Fisheries & Wildlife
North Drive, Route 135
Westborough, MA 01581

or to such other address as either party from time to time shall designate by written notice to the other or that is reasonably ascertainable.

XV. GENERAL PROVISIONS

(a) Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grantee to effect the purpose of this Conservation Restriction and the policy and purposes of the Grantee. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

(e) Homestead. The Grantor attests that there is no residence owned by the Grantor on or abutting the Premises and that there are no M.G.L. c. 188 Homestead benefits that apply to this grant.

(f) No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph X.

Attached hereto and incorporated herein are the following:

Signatures:

Grantor: Rising Paper Land LLC

Grantee: Berkshire Natural Resources Council, Inc.

Selectmen of Great Barrington

Secretary of Energy and Environmental Affairs

Exhibit A: Legal description of the Premises

Exhibit B: Forest Management Guidelines

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Grantee have set their hands under seal on the day and year first above written.

No documentary stamps are required as this Conservation Restriction is a gift.

GRANTOR

Rising Paper Land LLC
Kirt Mayland, Manager

COMMONWEALTH OF MASSACHUSETTS

Berkshire,ss. _____, 2015

Then personally appeared the above-named _____ and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the document and acknowledged to me that he signed it voluntarily as Grantor, for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this ____ day of _____,
2015.

BERKSHIRE NATURAL RESOURCES COUNCIL, INC.

BY: _____
Theodore H. Ames
President

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE,ss. _____, 2015

Then personally appeared the above-named Theodore H. Ames and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the document and acknowledged to me that he signed it voluntarily as President of Berkshire Natural Resources Council Inc., for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SELECTMEN

We, the undersigned members of the Board of Selectmen of the Town of Great Barrington, being duly sworn, certify that the following is a true copy of the vote taken by this Board of Selectmen at its duly called meeting on _____ 2015, and that said vote has not been rescinded.

Voted to approve the Conservation Restriction to the Berkshire Natural Resources Council, Inc., over land of Rising Paper Land LLC, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Subscribed and sworn to this ____ day of _____, 2015.

Chairman, Board of Selectmen

Selectman

Selectman

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE,ss. _____, 2015

Then personally appeared before me the above-named _____ and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the document and acknowledged to me that he/she signed it voluntarily as Selectmen for the Town of Stockbridge, for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Rising Paper Land LLC, to the Berkshire Natural Resources Council, Inc. has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: _____, 2015

Secretary of Energy & Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 2015

Then personally appeared before me the above-named _____ and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the document and acknowledged to me that s/he signed it voluntarily as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts, for its stated purpose.

Notary Public

My Commission expires:

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Berkshire Natural Resources Council Inc., by Rising Paper Land LLC is acknowledged this _____ day of _____, 200__. The MA Division of Fisheries and Wildlife (DFW) acknowledges the reserved rights and obligations of the Division set forth herein.

_____,
Jack Buckley, Acting Directory

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

My commission expires: _____

SEAL
Notary Public

Exhibit A (Page 1 of 7).

Sketch map of land of GRANTOR subject to a Conservation Restriction held by the Berkshire Natural Resources Council. Land subject to the foregoing Conservation Restriction is shown as +/- 46 Acres. Said Premises being a portion of the premises conveyed to the Grantor by the following deeds recorded in the Southern Berkshire Registry of Deeds:

Grantor's Deeds Book 667, Page 10 recorded March 31, 1988
(see also sketch recorded in Map File ____)

Area not subject to forgoing conservation restriction is shown as Exclusion +/- 25 Acres.

Not to be used for conveyancing.

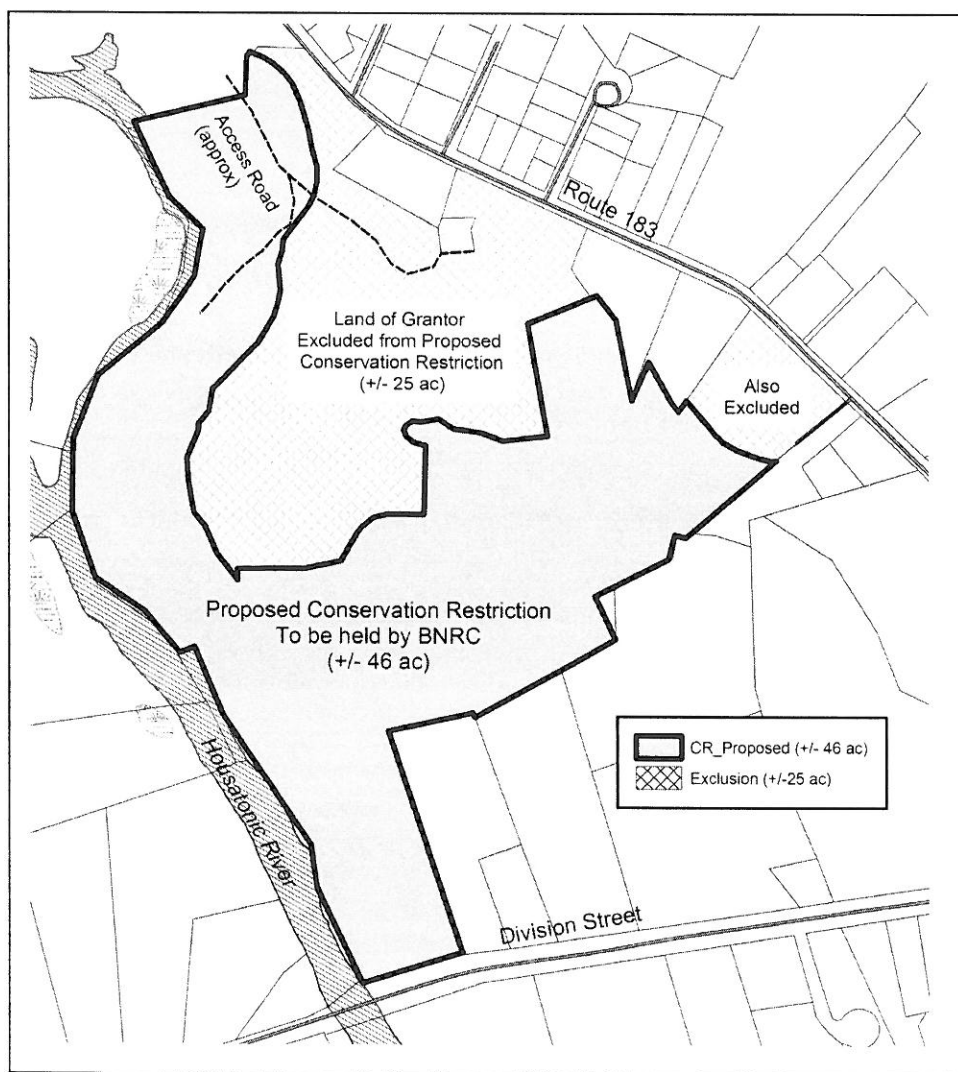


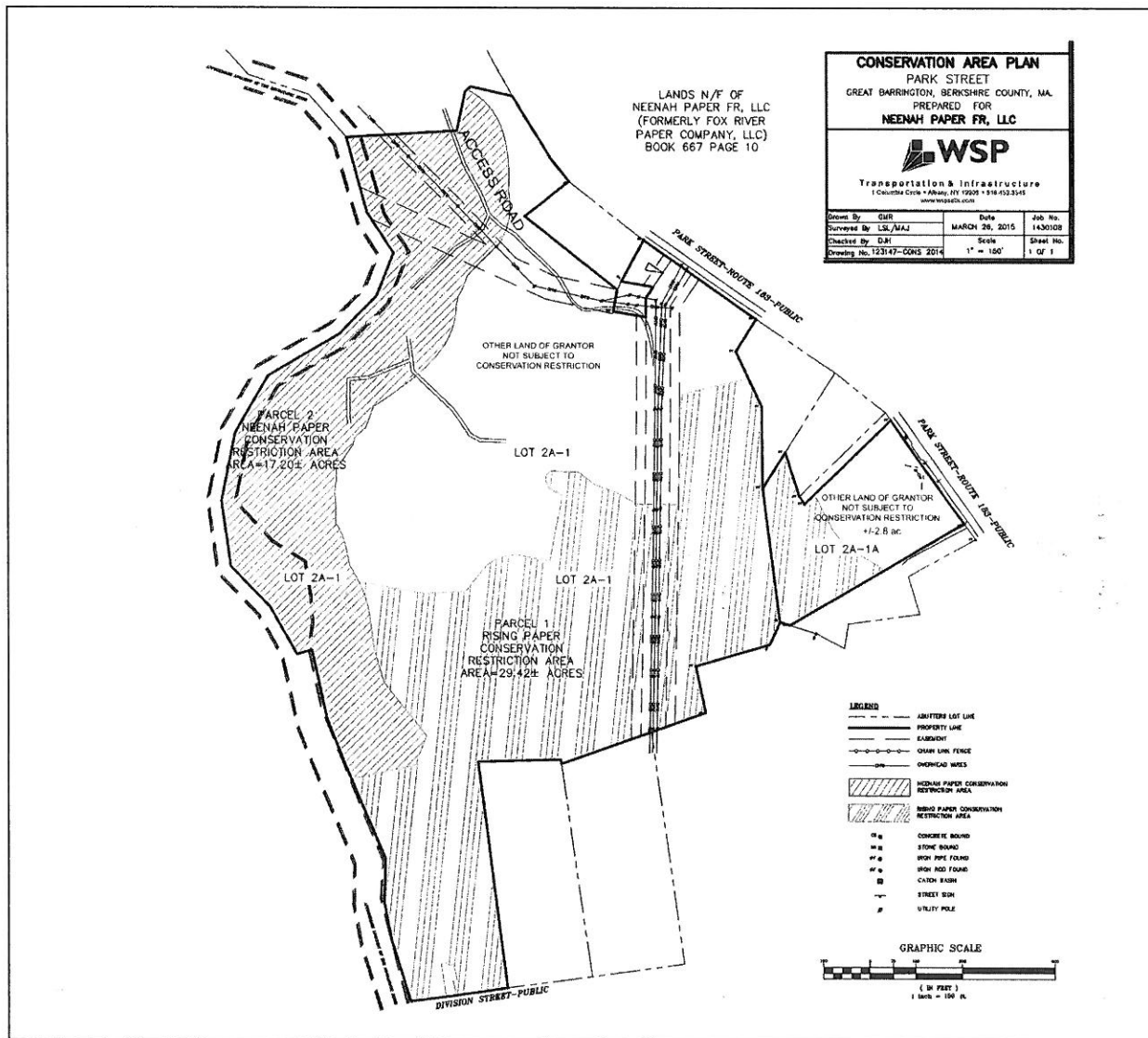
Exhibit A (Page 2 of 7)

Sketch copy of "Plan of Land Surveyed for Conservation Area Plan, Park Street, Great Barrington, Berkshire County, MA, Prepared for Neenah Paper FR, LLC", March 26, 2015, Scale 1" = 150' recorded in the Berkshire _____ District Registry of Deeds in Plat file _____.

Area subject to conservation restriction shown as:

- Parcel 1, "Rising Paper", a +/- 27.42 acre portion of Lot 2A-1
- Parcel 1, "Rising Paper" a +/- 2 acre portion of Lot 2A-1A
- Parcel 2, "Neenah Paper" a +/- 17.02 acre portion of Lot 2A-A

Exclusion Parcels are shown on sketch map, attached hereto and made a part hereof, as a +/- 22 acre portion of 2A-1 and a +/-2.8 acre portion of 2A-1A. Exclusions are more particularly described in "Conservation Area Plan, Park Street, Great Barrington, Berkshire County, MA, Prepared for Neenah Paper FR, LLC".



Parcel 1-Proposed Conservations Restriction Area

All that piece or parcel of land, lying and being situate in the Town of Great Barrington, County of Berkshire, and State of Massachusetts, and more particularly described as follows:

Commencing at a point on the northerly bounds of Division Street, said point being the southeasterly corner of the lands now or formerly of Neenah Paper FR, LLC (B.667 P.10) being the herein described parcel and the southwesterly corner of the lands now or formerly of Taft Farms, Inc. (B.991 P.281); thence from the point of beginning and along the northerly bounds of Division Street South 81°44'52" West for a distance of 169.42 feet to a point; thence through the said lands of Neenah Paper FR, LLC the following eight (8) courses: 1) North 12°23'26" West for a distance of 49.30 feet to a point 2) North 78°07'59" East for a distance of 13.12 feet to a point 3) North 11°52'01" West for a distance of 50.11 feet to a point 4) South 81°51'20" West for a distance of 13.35 feet to a point of curvature 5) along a curve to the right having a radius of 5.00 feet an arc length of 7.53 feet and a delta angle of 86°16'39" to the point of tangency 6) North 11°52'01" West for a distance of 3.33 feet to a point 7) South 81°51'20" West for a distance of 21.25 feet to a point and 8) South 8°30'38" East for a distance of 107.72 feet to a point on the northerly bounds of Division Street; thence along said bounds South 82°38'41" West for a distance of 116.15 feet to a point on the easterly edge of the Housatonic River; thence along the easterly line of the Housatonic River the following four (4) Courses: 1) North 17°09'33" West for a distance of 202.68 feet to a point 2) North 11°02'24" West for a distance of 131.61 feet to a point 3) North 01°47'24" East for a distance of 139.25 feet to a point and 4) North 22°50'14" West for a distance of 281.09 feet to a point; thence through the said lands of Neenah Paper FR, LLC the following thirty eight (38) courses: 1) North 77°38'49" East for a distance of 210.81 feet to a point 2) North 20°56'41" East for a distance of 102.15 feet to a point 3) North 38°47'21" West for a distance of 201.47 feet to a point 4) North 38°47'21" West for a distance of 16.54 feet to a point 5) North 15°28'12" West for a distance of 3.78 feet to a point 6) North 17°05'06" West for a distance of 47.95 feet to a point 7) North 14°59'37" West for a distance of 69.40 feet to a point 8) North 6°36'42" West for a distance of 54.81 feet to a point 9) North 8°59'46" West for a distance of 73.05 feet to a point 10) North 13°43'43" West for a distance of 18.75 feet to a point 11) North 17°45'59" West

for a distance of 28.66 feet to a point 12) North 22°39'06" West for a distance of 30.09 feet to a point 13) North 25°45'01" West for a distance of 13.10 feet to a point 14) South 79°38'11" East for a distance of 213.37 feet to a point 15) North 86°55'17" East for a distance of 134.76 feet to a point 16) North 38°50'19" East for a distance of 115.32 feet to a point 17) North 64°18'16" East for a distance of 8.16 feet to a point 18) North 60°01'18" East for a distance of 32.81 feet to a point 19) North 72°46'59" East for a distance of 9.64 feet to a point 20) North 82°27'46" East for a distance of 49.40 feet to a point 21) South 79°26'46" East for a distance of 109.68 feet to a point 22) North 10°58'33" East for a distance of 215.65 feet to a point 23) North 61°19'03" West for a distance of 48.09 feet to a point 24) North 26°07'25" West for a distance of 23.43 feet to a point 25) North 11°07'10" West for a distance of 12.94 feet to a point 26) North 15°55'20" East for a distance of 10.43 feet to a point 27) North 38°57'42" East for a distance of 9.54 feet to a point 28) North 61°25'27" East for a distance of 9.93 feet to a point 29) North 83°26'13" East for a distance of 9.16 feet to a point 30) South 86°00'38" East for a distance of 29.94 feet to a point 31) South 89°01'14" East for a distance of 48.08 feet to a point 32) South 67°23'18" East for a distance of 4.29 feet to a point 33) South 59°53'18" East for a distance of 7.59 feet to a point 34) South 50°08'43" East for a distance of 54.21 feet to a point 35) South 72°09'10" East for a distance of 36.40 feet to a point 36) South 68°37'27" East for a distance of 39.10 feet to a point 37) South 61°32'40" East for a distance of 64.51 feet to a point and 38) South 30°48'01" East for a distance of 8.65 feet to a point on the approximate westerly edge of an electric easement; thence through said easement South 89°20'28" East for a distance of 142.05 feet to a point on the approximate easterly edge of said easement; thence along said easement North 0°39'32" East for a distance of 354.60 feet to a point; thence continuing through the said lands of Neenah Paper FR, LLC North 76°35'42" East for a distance of 231.57 feet to a point marking the division line of the said lands of Neenah Paper FR, LLC and the lands now or formerly of Mascioli (B.444 P.85); thence along said division line the following three (3) courses: 1) South 24°52'46" East for a distance of 101.88 feet to a point 2) South 00°40'19" East for a distance of 261.38 feet to a point and 3) North 32°10'13" East for a distance of 136.13 feet to a point marking the division line of the said lands of Neenah Paper FR, LLC and the lands now or formerly of Markel (B.1857 P.57); thence along said division line the following three (3) courses: 1) South 17°38'53" East for a distance of 149.67 feet to a point 2) South 34°26'48" East for a distance of 30.02 feet to a point and 3) North 45°56'07" East

for a distance of 46.53 feet to a point; thence through the lands of Neenah Paper FR, LLC the following three (3) courses: 1) South 26°32'48" East for a distance of 135.94 feet to a point 2) South 40°34'49" East for a distance of 61.61 feet to a point and 3) South 58°09'24" East for a distance of 147.56 feet to a point on the lands now or formerly of Witschonke and Belski (B.780 P.255); thence along said division line South 59°49'28" West for a distance of 355.50 feet to a point; said point also marking the lands now or formerly of Tawczynski Family Nominee Trust (B.1883 P.189) and Neenah Paper FR, LLC (B.667 P.10); thence along the division line between Neenah Paper and Tawczynski the following four (4) courses: 1) North 72°05'32" West for a distance of 34.11 feet to a point 2) South 24°11'42" West for a distance of 80.33 feet to a point 3) South 73°45'04" West for a distance of 250.35 feet to a point and 4) South 12°12'33" East for a distance of 153.02 feet to a point; thence continuing along said division line and also along the lands now or formerly of Stoneburg & Tawczynski (B.1864 P. 151) South 70°20'38" West for a distance of 497.30 feet to a point on the division line of the aforementioned lands now or formerly of Taft Farms, Inc.; thence along said division line the following three (3) courses: 1) North 11°00'28" West for a distance of 14.00 feet to a point 2) South 88°18'37" West for a distance of 268.50 feet to a point and 3) South 07°25'33" East for a distance of 740.00 feet to the point or place of beginning containing 29.42 acres more or less as shown as parcel no. 1 on the conservation restriction sketch.

Parcel 2-Neenah Conservation Restriction Area

All that piece or parcel of land, lying and being situate in the Town of Great Barrington, County of Berkshire, and State of Massachusetts, and more particularly described as follows:

Commencing at a point on the westerly bounds of the lands now or formerly of Neenah Paper FR, LLC (B.667 P.10) and the easterly edge of the Housatonic River, said point of beginning being the following four (4) courses from the northerly bounds of Division Street along the said westerly bounds of Neenah Paper and the easterly bounds of the Housatonic River : 1) North 17°09'33" West for a distance of 202.68 feet to a point 2) North 11°02'24" West for a distance of 131.61 feet to a point 3) North 01°47'24" East for a distance of 139.25 feet to a point and 4) North 22°50'14" West for a distance of 281.09 feet to the point or place of beginning; thence

from the point of beginning and continuing along the easterly bounds of said river and the westerly bounds of Neenah Paper the following three (3) courses: 1) North 22°40'19" West for Exhibit A (Page 6 of 7)

a distance of 50.41 feet to a point 2) North 21°47'10" West for a distance of 159.02 feet to a point and 3) North 12°18'56" West for a distance of 228.11 feet to a point; thence South 73°34'27" West for a distance of 50.00 feet to a point in the approximate centerline of the Housatonic River; thence along the approximate centerline of said river the following ten (10) courses: 1) North 29°47'16" West for a distance of 175.61 feet to a point 2) North 44°12'55" West for a distance of 182.76 feet to a point 3) North 08°09'46" West for a distance of 216.34 feet to a point 4) North 11°19'30" East for a distance of 223.91 feet to a point 5) North 30°15'04" East for a distance of 212.18 feet to a point 6) North 59°31'42" East for a distance of 268.16 feet to a point 7) North 44°01'32" East for a distance of 171.59 feet to a point 8) North 21°37'40" East for a distance of 150.10 feet to a point and 9) North 33°03'30" West for a distance of 154.97 feet to a point and 10) North 15°09'09" West for a distance of 254.81 feet to the point, said point being the southwesterly corner of the lands now or formerly of HPC Housatonic, LLC (B.1863 P.76) and the lands now or formerly of Neenah Paper FR, LLC; thence along said division line the following three (3) courses 1) North 86°38'48" East for a distance of 357.15 feet to a point; 2) North 12°10'40" East for a distance of 129.42 feet to a point and 3) North 48°20'12" East for a distance of 9.40 feet to a point; thence through the aforementioned land of Neenah Paper the following sixty seven (67) courses: 1) South 59°06'46" East for a distance of 44.54 feet to a point 2) South 44°29'34" East for a distance of 67.44 feet to a point 3) South 26°24'35" East for a distance of 67.44 feet to a point 4) South 14°27'19" East for a distance of 31.87 feet to a point 5) South 10°01'10" East for a distance of 32.70 feet to a point 6) South 8°07'45" East for a distance of 33.57 feet to a point 7) South 3°59'56" East for a distance of 29.28 feet to a point 8) South 1°10'14" West for a distance of 23.94 feet to a point 9) South 1°35'23" West for a distance of 13.23 feet to a point 10) South 0°35'25" West for a distance of 33.85 feet to a point 11) South 8°21'04" East for a distance of 19.45 feet to a point 12) South 5°02'29" West for a distance of 98.17 feet to a point and 13) South 23°19'03" West for a distance of 52.74 feet to a point 14) South 44°53'51" West for a distance of 119.38 feet to a point 15) South 43°27'59" West for a distance of 4.35 feet to a point 16) South 43°39'57" West for a distance of 16.82 feet to a point 17) South 45°31'09" West for a distance of 12.65 feet to a point 18) South 17°52'56" West for a distance of 22.08 feet to a point 19) South 26°02'43" West for a distance of 53.44 feet to a point 20) South 13°04'39" West for a distance of 26.94 feet to a point 21) South 09°50'40" West for a distance of 84.03 feet to a point 22) South 27°23'38" West for a distance of 58.32 feet to a point 23) South 37°58'21" West

for a distance of 45.32 feet to a point 24) South 43°00'20" West for a distance of 38.25 feet to a point 25) South 46°47'18" West for a distance of 32.74 feet to a point 26) South 50°26'45" West
Exhibit A (Page 7 of 7)

for a distance of 30.94 feet to a point 27) South 52°19'44" West for a distance of 43.89 feet to a point 28) South 54°04'57" West for a distance of 67.32 feet to a point 29) South 56°54'39" West for a distance of 43.38 feet to a point 30) South 19°31'52" West for a distance of 71.14 feet to a point 31) South 47°40'55" West for a distance of 47.72 feet to a point 32) South 14°39'59" West for a distance of 24.93 feet to a point 33) South 34°27'36" West for a distance of 57.88 feet to a point 34) South 39°21'32" West for a distance of 30.26 feet to a point 35) South 8°18'22" West for a distance of 9.64 feet to a point 36) South 0°03'27" West for a distance of 22.07 feet to a point 37) South 6°07'28" West for a distance of 36.58 feet to a point 38) South 11°12'27" West for a distance of 10.99 feet to a point 39) South 7°58'09" East for a distance of 13.06 feet to a point 40) South 5°32'43" East for a distance of 22.41 feet to a point 41) South 1°56'14" East for a distance of 23.65 feet to a point 42) South 1°03'39" West for a distance of 16.09 feet to a point 43) South 2°25'31" West for a distance of 15.95 feet to a point 44) South 3°21'52" West for a distance of 10.00 feet to a point 45) South 24°24'31" East for a distance of 74.25 feet to a point 46) South 14°02'51" East for a distance of 10.58 feet to a point 47) South 12°50'23" East for a distance of 10.63 feet to a point 48) South 11°47'03" East for a distance of 27.84 feet to a point 49) South 11°36'17" East for a distance of 25.25 feet to a point 50) South 31°31'48" East for a distance of 18.34 feet to a point 51) South 29°00'57" East for a distance of 28.81 feet to a point 52) South 26°38'55" East for a distance of 22.83 feet to a point 53) South 22°58'18" East for a distance of 29.11 feet to a point 54) South 18°06'29" East for a distance of 30.23 feet to a point 55) South 12°16'13" East for a distance of 39.67 feet to a point 56) South 8°11'32" East for a distance of 63.35 feet to a point 57) South 6°00'26" East for a distance of 39.94 feet to a point 58) South 11°19'36" East for a distance of 8.95 feet to a point 59) South 14°48'45" East for a distance of 46.25 feet to a point 60) South 16°06'09" East for a distance of 41.43 feet to a point 61) South 26°08'56" East for a distance of 2.21 feet to a point 62) South 15°52'55" East for a distance of 20.03 feet to a point 63) South 16°00'14" East for a distance of 5.57 feet to a point 64) South 32°35'04" East for a distance of 1.51 feet to a point 65) South 38°47'21" East for a distance of 218.01 feet to a point 66) South 20°56'41" West for a distance of 102.15 feet to a point and 67) South 77°38'23" West for a distance of 210.96 feet to the point or place of beginning, containing 17.20 acres more or less as shown as parcel no. 2 on the conservation restriction sketch.

EXHIBIT B

Forest Management Plan

Guidelines and Required Plan Elements

I. Guidelines

The goal is to practice sustainable forest management on the Premises, which is consistent with watershed protection and the conservation values protected by the foregoing conservation restriction and which recognizes the importance of all ecological components and values and incorporates them into management policies, plans, and decisions. Timber harvesting is a retained right of the landowner, not a requirement. The following subsections are components to be considered when practicing sustainable forest management, in the event that Grantor engages in timber harvesting.

The parties recognize that their understanding of forest ecosystems and how they function is incomplete. It is important to periodically incorporate relevant advances in scientific knowledge into the sustainable forest management program.

Sustainable Timber Production

Grantor will use silvicultural systems, which enhance or maintain the value of the timber asset and provide for a sustained yield of forest products while recognizing that ecological, aesthetic, wildlife, and other non-timber values are important components of the forest. Silvicultural prescriptions should be based on sound scientific knowledge and tailored to individual stand conditions. They will strive to maintain stands in a well-stocked, productive condition and promote the diversity of natural forests in both species and structure. The full range of silvicultural prescriptions are available for use on the Premises where appropriate, and include even-aged and uneven-aged systems such as seed tree, shelterwood, clearcut, individual selection and group selection harvest systems. Management of the timber resource shall not eliminate key ecosystem elements.

Forest Diversity

Grantor's goal is to generate sustained yields of forest products from the forest in an economical manner over time while maintaining forest diversity. Sustainable forestry requires that structural and compositional components be maintained in a vigorous and productive condition. The

forest management plan will identify areas of unique importance and employ means for assuring their retention.

Riparian Habitats

The Grantor's goal is to maintain the premises as a protected watershed area preserving functional watercourses, wetlands and wildlife habitat with the retention of riparian ecosystems. Best management practices shall be employed to minimize impacts to these areas.

Wildlife Management

The Grantor's goal is to generate sustainable yields of forest products in an economical manner while maintaining healthy wildlife habitat. Wildlife management practices are routinely incorporated into timber management activities to retain or create desirable features including riparian habitat, wildlife cavity trees, mast availability, logs and brush for shelter, vertical and horizontal diversity, vernal pools, coarse woody debris and featured species management. Wildlife management considers all species of wildlife, beyond game and socially important species.

Unique or Fragile Natural Areas

The Grantor's goal is to maintain functional ecosystems that include unique or fragile natural areas. Certain conservation agencies that monitor rare, threatened, endangered, or special concern species are valuable partners in this effort and may help identify these locations and provide technical advice about management practices.

Pesticide and Herbicide Use

The Grantor's goal is to implement management practices designed to minimize or eliminate use of pesticides and fertilizers. In all cases the use of fertilizers, pesticides or herbicides will be conducted in compliance with all local, state and federal laws and regulations, and designed and applied in a manner to affect the target species and minimize the effects on non-target species and water quality.

Invasive species

The Grantor's goal is to reduce or eliminate these species from the Premises where appropriate and possible. Mechanical and non-threatening chemical means of control, designed and applied in a manner to affect the target species and minimize the effects on non-target species and water quality, are viable tools to reduce the threat of invasive species. The introduction and spread of non-native plants with invasive tendencies is a current and growing concern.

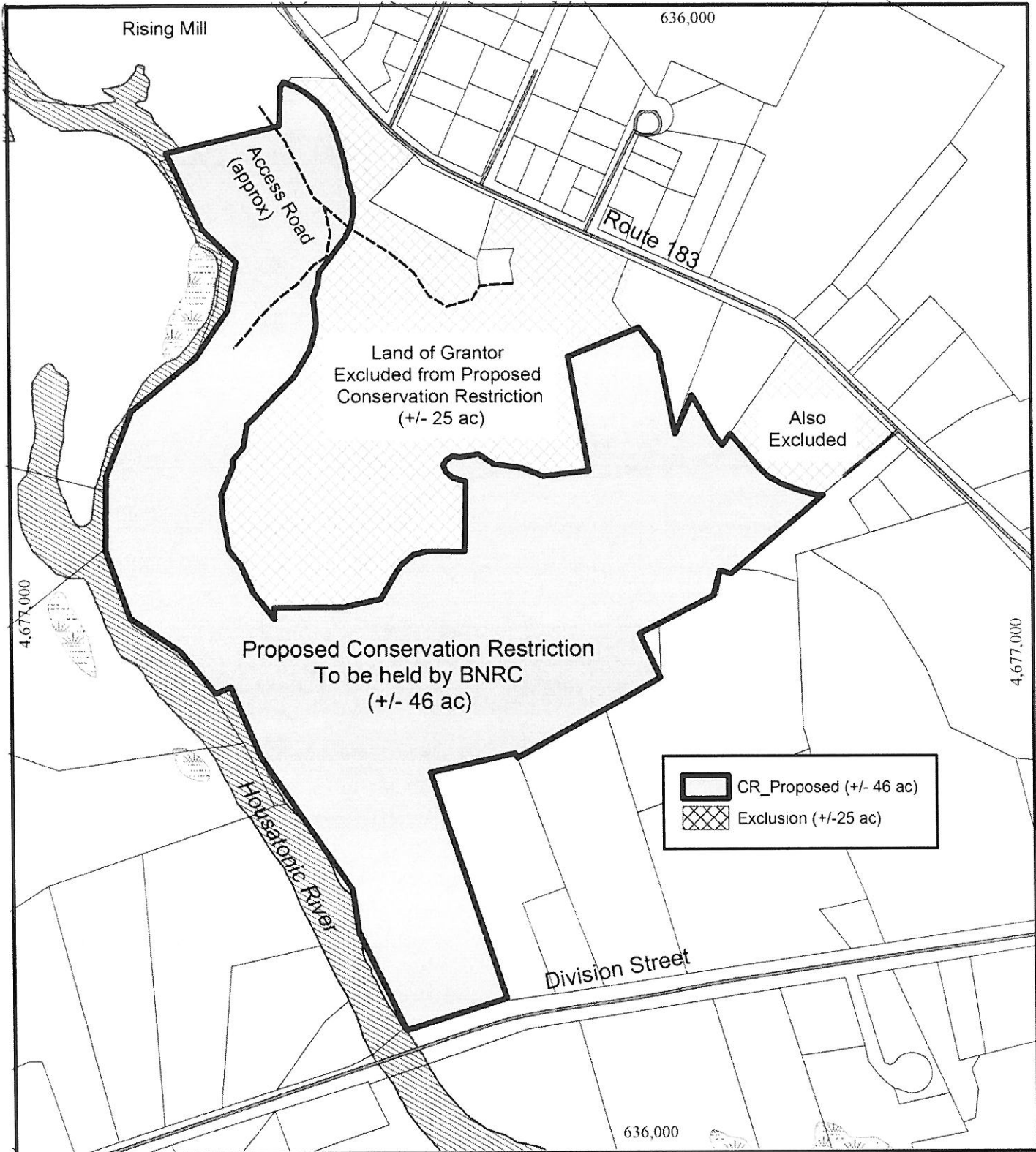
Aesthetic Resources

The Grantor's goal is to maintain aesthetic quality in order to maintain or enhance the monetary and scenic value of the Premises. Aesthetic quality is important to maintaining the value of the forest asset.

II. Required Plan Elements

The Management Plan shall include, at a minimum, the following elements:

- (1) the Premises' current owner(s), including their then current mailing address and telephone number(s),
- (2) the Assessor's map number and lot/parcel number, the Premises' total acreage, and acreage subject to this, or any other restriction or easement;
- (3) the deed book and deed page from the Berkshire Middle Registry of Deeds, and reference to any approved or pending approval not required (ANR) plan, subdivision plan, or any other division of the Premises' ownership interests;
- (4) A history of the Premises and its management, including forestry or agricultural activities engaged in during the previous plan period;
- (5) An inventory of forest resources, including: species, quality, age-class distributions, growth rates, potential harvest volumes and values;
- (6) An appropriately scaled and accurate map which shall delineate: the Premises' boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique geological, hydrological, historical, or cultural features, existing roads and other access to the Premises, soil types, topography, and aspect;
- (7) A description of the Premises' abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes within a reasonable distance of the Premises;
- (8) A description of the owner's management objectives and practices for the following management period, which shall provide for the maintenance and improvement of the overall quality of the timber resource, the maintenance or improvement of soil productivity and the conservation of water quality; There is no requirement of the landowner to conduct commercial timber harvesting.
- (9) The management plan shall be reviewed and updated every twenty-five years after consultation with a licensed professional forester or by other individual with written approval by Grantee.



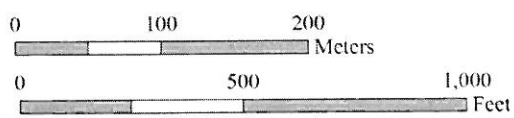
1:5,000
 Mass State Plane Projection

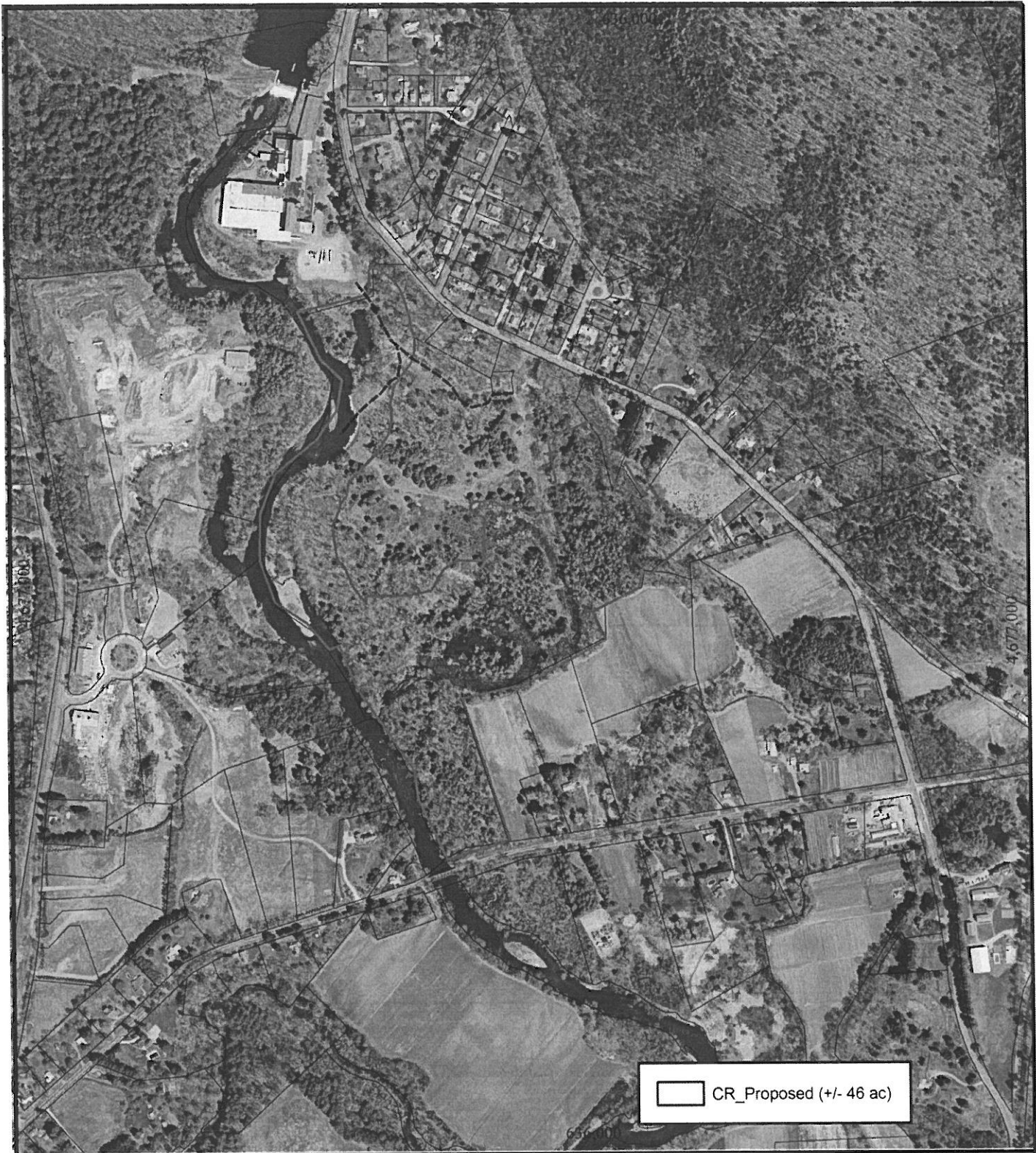
Rising Mill, Great Barrington

Proposed CR +/- 46 acres



© Berkshire Natural Resources Council 2015
 Data from Mass GIS and BNRC
 Not to be used for conveyance.





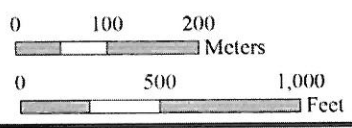
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Mass State Plane Projection

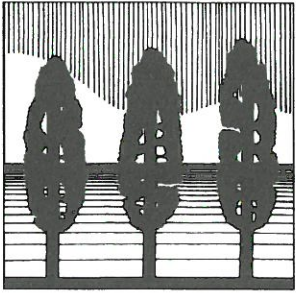
Rising Mill, Great Barrington

Proposed CR +/- 46 acres



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Data from Mass GIS and BNRC
Not to be used for conveyance.





BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

GREAT BARRINGTON • STOCKBRIDGE • WEST STOCKBRIDGE

50 MAIN STREET • P.O. BOX 617 • STOCKBRIDGE, MA 01262 • (413) 298-4017

October 14, 2015

RECEIVED
TOWN MANAGER

X19

OCT 19 2015

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

Sean Stanton, Chair
Great Barrington Select Board
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Dear Selectman Stanton,

On October 2, 2015, the Berkshire Hills Regional School District School Committee held a Meet & Confer to continue the discussion of the Regional Agreement. Present at the meeting were two consultants from the Massachusetts Association of Regional Schools (MARS), Brian McDermott and Mac Reid.

The School Committee will form a Regional Agreement Amendment Committee comprised of the following:

School Committee Member(s)

1 – West Stockbridge, 1 – Stockbridge, 2 Great Barrington

Finance Committee Members

1 – West Stockbridge, 1 – Stockbridge, 1 Great Barrington

Select Board Members –

1 – West Stockbridge, 1 – Stockbridge, 1 – Great Barrington

Citizens

3 – West Stockbridge, 3 – Stockbridge, 2 – Great Barrington

6 GB
6 WS
6 Stock

We ask if you would please make a recommendation for one Finance Committee Member and one Select Board Member to serve on this committee and send these names to us by Friday, October 23, 2015. Thank you for your assistance in creating a thoughtful and hopefully fruitful process.

If you have any questions, please feel free to contact me or Steve Bannon.

Oct. 27

Sincerely,

Peter Dillon, Ed. D.
Superintendent of Schools

/dpt

cc: Stephen Bannon, BHRSDSC Chair
Jennifer Tabakin, Town Administrator

From: Elizabeth Youngblood [<mailto:EYoungblood@MassCEC.com>]

Sent: Thursday, August 27, 2015 12:57 PM

To: Solarize

Subject: RE: MassCEC is Seeking Proposals from Communities and Technical Consultants for 2016 Solarize Mass Program

Good afternoon,

I wanted to email and let you know that yesterday MassCEC launched a new round of the Solarize Mass program. The announcement for the new program, and links to the solicitation documents are below.

This program has several features that are different from previous rounds:

1. The solicitation is rolling: Communities will be selected on a first come, first served basis. Communities will need to meet threshold requirements to participate.
2. Communities that are participating in the current 2015 Solarize Mass program cannot participate in the 2016 program, but communities that have participated in previous rounds of the program are eligible apply.
3. With guidance from MassCEC and assistance from a technical consultant, selected communities will submit a request for proposals to installers, will score proposals, conduct installer interviews, and select an installer. The community or community designated installer proposal review team will sign a letter agreement with the selected installer for the duration of the program.

Please feel free to forward the below email to any municipality that may be interested in participating in the Solarize Mass program. They can also email Solarize@masscec.com or contact me with any questions. Thanks!

Best regards,
Elizabeth

Elizabeth Youngblood
Project Manager
Commonwealth Solar Programs
Massachusetts Clean Energy Center
63 Franklin Street, 3rd Floor, Boston, MA 02110
Telephone: 617-315-9335
eyoungblood@masscec.com www.masscec.com



MassCEC is Seeking Proposals for 2016 Solarize Mass Program

Greetings!

The [Massachusetts Clean Energy Center](#) (MassCEC) and the [Department of Energy Resources](#) (DOER) are seeking proposals from Massachusetts [cities and towns](#) interested in participating in the **2016 Solarize Massachusetts** (Solarize Mass) program, as well as [solar technical consultants](#) to help facilitate the program.

Solarize Mass promotes community adoption of solar electricity projects through a focus on localized marketing and installation efforts, which help to drive down the cost of small-scale solar electricity projects within the participating communities.

MassCEC and DOER anticipate selecting up to ten (10) communities (or groups of communities) and will accept applications from communities **between September 1, 2015 and May 1, 2016, or when program funds have been fully allocated, whichever is earlier.**

Click [here](#) to access the community RFP documents.

MassCEC and DOER also anticipate selecting up to two (2) solar technical consultants. Applicants may be individuals, sole proprietors, professional consultants or companies with multiple employees. The selected consultants will provide technical and project management assistance to the communities. **Applications are due by September 22, 2015 at 11:59 p.m.**

Click [here](#) to access the solar technical consultant RFP documents.

All inquiries related to Solarize Mass should be submitted by email to Solarize@MassCEC.com and must contain "RFP for Communities" or "RFP for Technical Consultants" in the email subject line.

Thank You,

The Solarize Mass Team

www.masscec.com



SOLARIZE MASS[®]

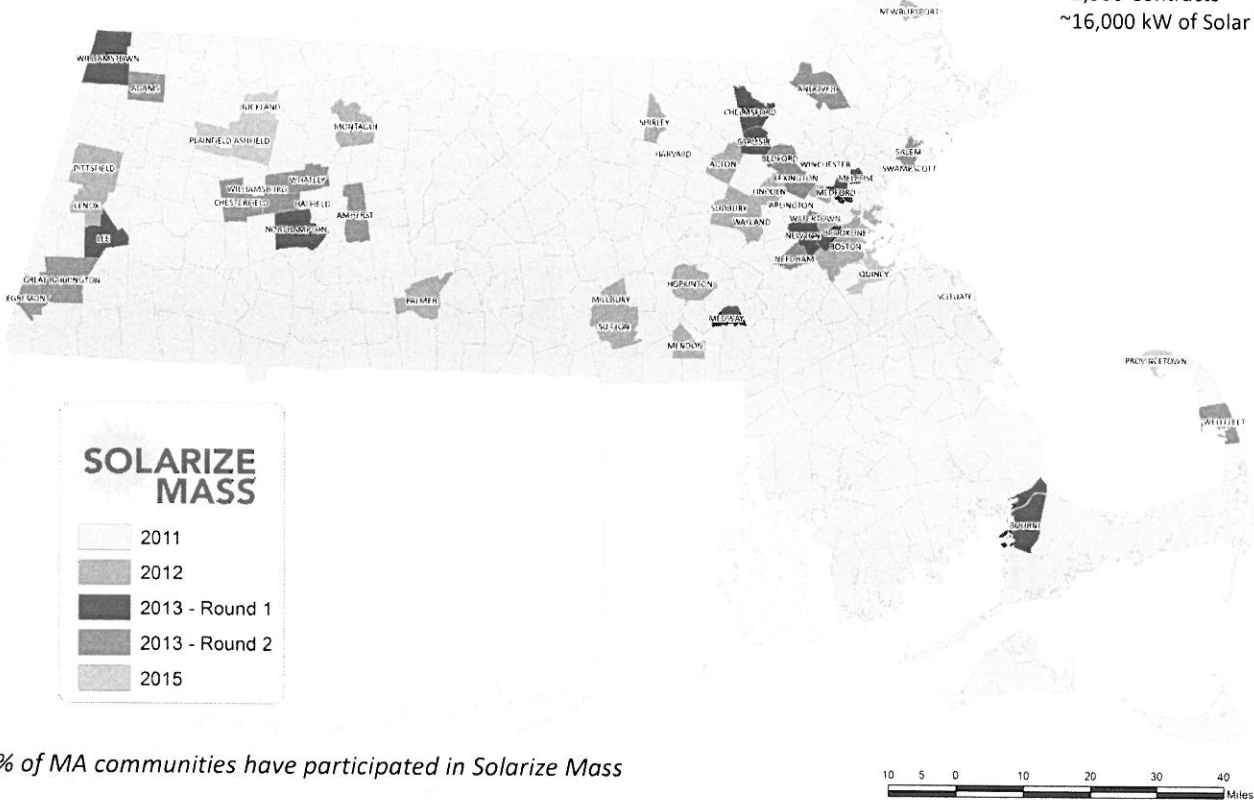
DATE, 2015

Outline

- Overview of Solarize Mass

Solarize Mass Communities

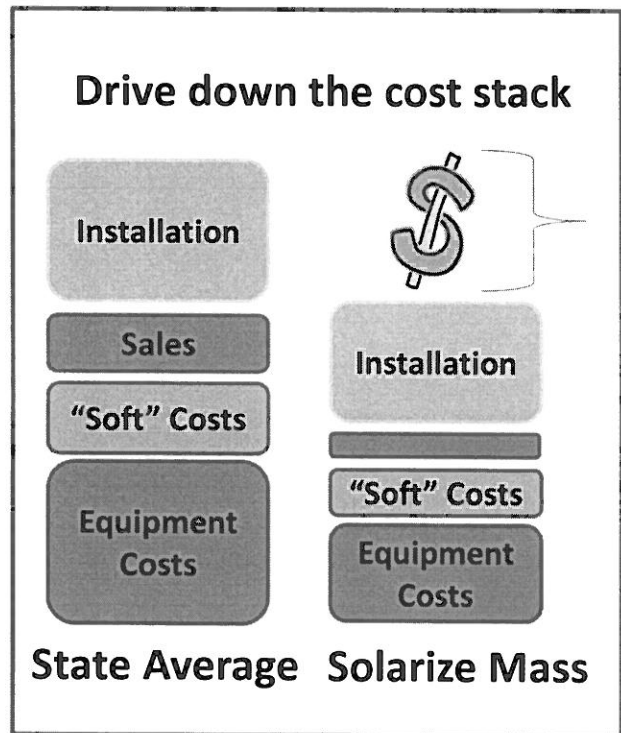
Program Total
 51 Communities
 ~2,500 Contracts
 ~16,000 kW of Solar PV



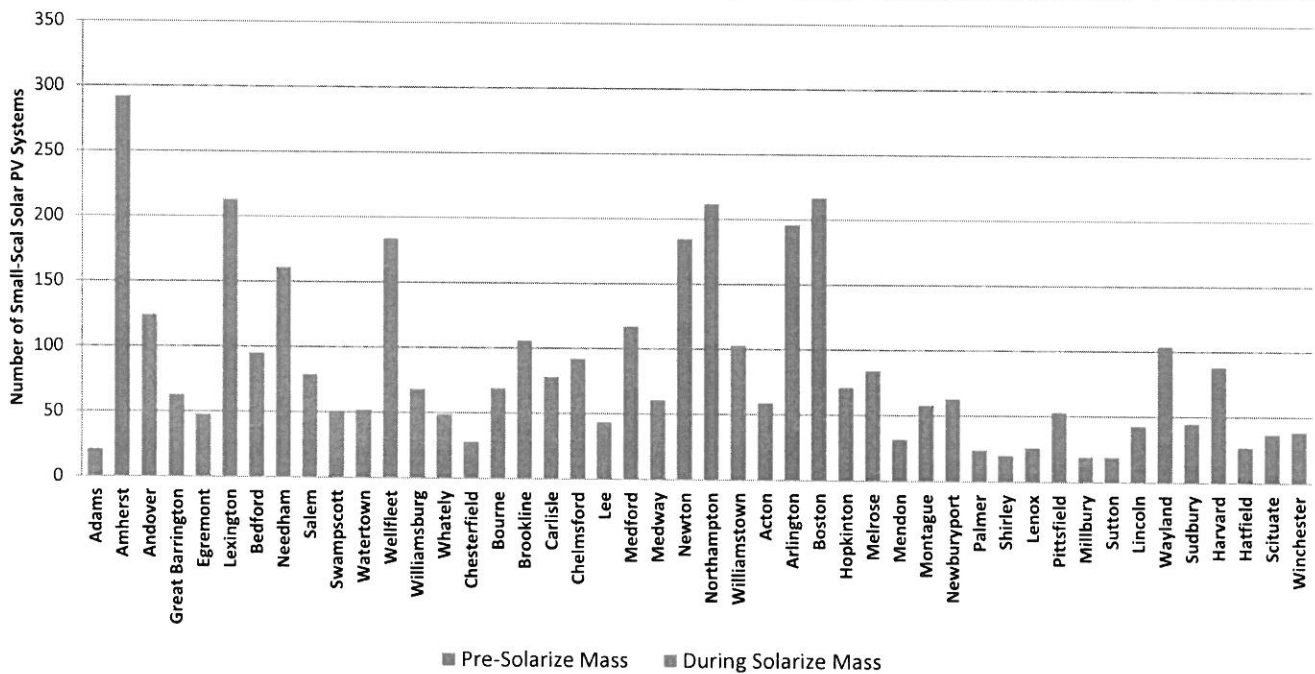
14% of MA communities have participated in Solarize Mass

Goals of Solarize Mass

- Support Governor's goal of 1,600 MW by 2020
- Increase education and community outreach
- Model to simplify process
- Reduce installation costs
- Reduce time to contract
- Increase adoption



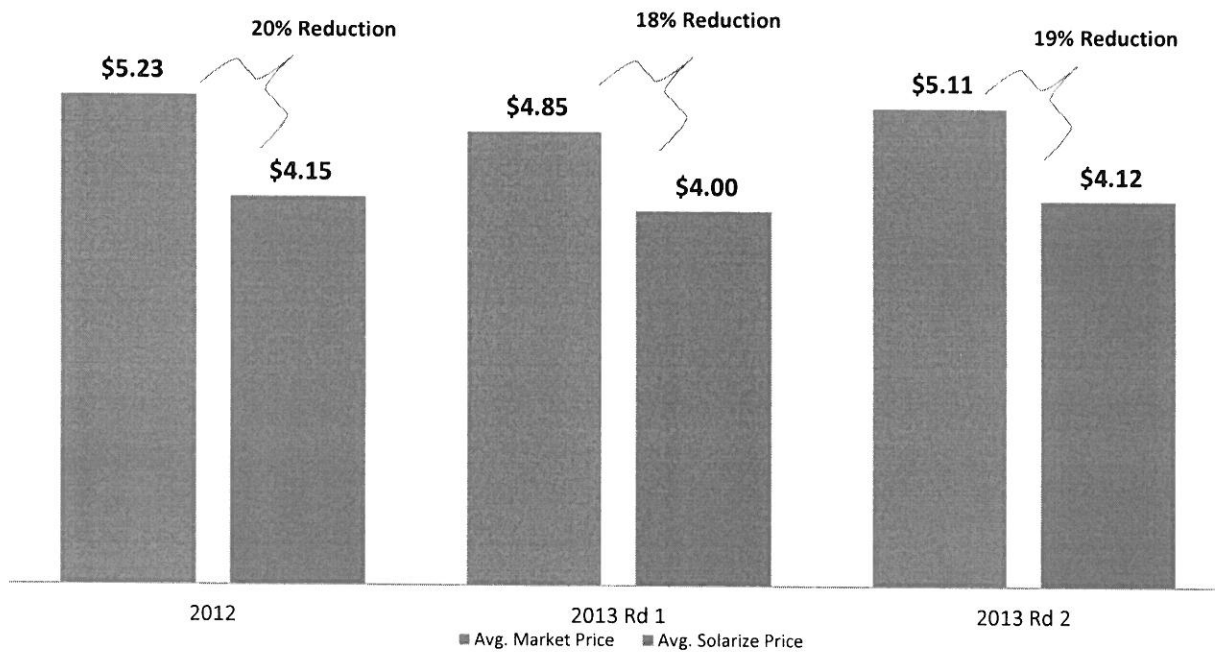
Solarize Mass Adoption 2011 - 2015



* 40 of 48 communities doubled amount of solar in community (Solarize PAB ongoing currently)



Solarize Mass Cost Analysis



*Cost Analysis only looks at purchased projects under the program.

Solarize Mass 2016: How Communities Can Participate

- 2016 program open to new community applications
 - Communities can apply and participate again (except communities participating in 2015 program)
 - Up to 10 Communities to be selected
- Rolling solicitation (first come first served)
 - Applications need to meet threshold requirements
- With MassCEC assistance, community will competitively select installer through Request for Proposals process

Solarize Mass Timeline

Solarize Mass Timeline	Date
Submit Applications	Now – April 30, 2016 (or until 10 communities selected)
MassCEC announce community or request updates and re-submission	Within 6 weeks of application submittal
Community launch installer Request for Proposals	Within 2 months of community selection
Announce Selected Installer	Within 2 months of receiving installer proposals
Outreach Strategy Development with Installer	Recommended 1 week prior to public launch
Customer Sign-Up Period Begins	Installer Selection announcement
Customer Sign-Up Period Ends	Recommended 5 months after Sign-Up period begins

Thank you!

Questions?



Program Results to Date

Year	Communities	Contracts Signed	Avg. Contracts per Community	Capacity (kW)	Avg. Capacity per Community (kW)
2011	4 communities	162	40	829	207
2012	17 communities (13 proposals)	803	47	5,146	302
2013 R1	10 communities (9 proposals)	551	55	3,838	383
2013 R2	15 communities (10 proposals)	932	62.1	6,142	409
2015	5 communities (3 proposals)	TBD	TBD	TBD	TBD
Total	51 communities	2,428		15,955	

- 10% forfeiture rate, consistent with Commonwealth Solar II Rebate