

Jennifer Tabakin
Town Manager

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www.townofgb.org



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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S SPECIAL MEETING AGENDA

MONDAY, FEBRUARY 6, 2017

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

7:00 PM - OPEN MEETING

1. CALL TO ORDER

2. APPROVAL OF MINUTES:

January 12, 2017 Special Meeting.

3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

4. TOWN MANAGER'S REPORT:

A. Department Updates.

5. NEW BUSINESS:

A. SB and GB Housing Authority – Joint Appointment of member to the GB Housing Authority. (Discussion/Vote)

B. SB – Housatonic School
- Creation of Selection Committee
- Selection Criteria for RFP

C. SB – Rest of River Intergovernmental Agreement. (Discussion/Vote)

D. SB – Letter of Support re: Pipelines and the “Pipeline tax”. (Discussion/Vote)

E. Randy Weinstein/WEB Du Bois Center – Presentation. (Discussion)


6. CITIZEN SPEAK TIME:

7. SELECTBOARD'S TIME:

8. MEDIA TIME:

9. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, February 13, 2017, 7:00 P.M.


Jennifer Tabakin, Town Manager

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

EXECUTIVE SUMMARY

TITLE: Appointment of Great Barrington Housing Authority member.

BACKGROUND: One of the members on the GB Housing Authority resigned and there is a vacancy. This appointment, per State law, is only until the next annual election. A majority vote of the two Boards is necessary. Jackie Sinico and Josh Risen have applied for the position. MGL Chapter 41 Sec. 11 requires a joint appointment from the Selectboard and the GB Housing Authority.

FISCAL IMPACT: Not applicable.

RECOMMENDATION: Appoint one member to the GB Housing Authority with a joint appointment of the Selectboard and the GB Housing Authority until the next Town election of May 1, 2017.

PREPARED AND REVIEWED BY:


Jennifer Tabakin, Town Manager

DATE: 1/20/17

Helen Kuziemko

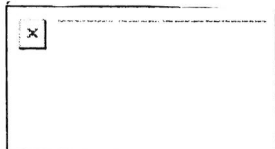
From: Josh Risen <jrisen@berkshiremountainbakery.com>
Sent: Monday, December 05, 2016 3:18 PM
To: Helen Kuziemko
Subject: Josh Risen Interest In vacancy on Board of GB Housing Authority

To Whom It May Concern:

My name is Josh Risen and I am interested in applying for the vacant position on the Town of Great Barrington Board of the Great Barrington Housing Authority. I am currently managing Berkshire Mountain Bakery and am interested in expanding my network connections and relationships. Giving back to the Town I live in by volunteering my time and skills to the Housing Authority seems like a perfect fit for me at this time in my life. I have always been interested in Landlord Tenant issues and I have legal experience as a licensed Attorney in Massachusetts. If I am selected to join the Board of the Great Barrington Housing Authority I am certain that I would be able to make valuable contributions.

Please utilize this letter as my official letter of interest.

Thank you for your attention to this matter,



Dear Jennifer

I would like to fill the vacant seat on the GB Housing Authority Board. I have much to offer the board after working with the elderly for many years. I would like to hear from you at your soonest convenience. Thank you for your time.

Sincerely
Jackie Sirois

RECEIVED
TOWN MANAGER

OCT 1 1994

BOARD OF SELECTMEN
GREAT BRITAIN, N.H.

PREAMBLE

The Housatonic River cleanup of PCBs is viewed as one of the most important regional issues in recent Berkshire County history due to the geographical extent of the cleanup, the duration of proposed cleanup activities and associated community socioeconomic impacts. The Housatonic River Watershed encompasses approximately 53% of Berkshire County, or impacts 26 of the 32 Berkshire communities. The most impacted communities are the City of Pittsfield and the Towns of Lenox, Lee, Stockbridge, Great Barrington and Sheffield. Acknowledging the importance of this watershed, the Commonwealth of Massachusetts designated a portion of it as the Upper Housatonic River Area of Critical Environmental Concern, and the Massachusetts Natural Heritage and Endangered Species Program has noted its rich biodiversity.

The East and Main branches of the Housatonic River, between Pittsfield and Sheffield in Massachusetts, were heavily contaminated with PCBs due to the General Electric Company's (GE) PCB manufacturing, handling and disposal operations. While the Consent Decree of 1999 and its subsequent amendments govern the PCB cleanup, the Consent Decree only detailed cleanup of the first two miles of the river, leaving the details for the cleanup of the remainder of the river, referred to as Rest of River, for a later date. The details of the Rest of River cleanup have been the subject of intense positioning by all parties.

In 2014 the U.S. Environmental Protection Agency (EPA) issued its draft permit, and in 2016 issued its *Final Modification to the Reissued RCRA Permit (the Permit)*, which directed GE to clean up the "Rest of River", defined as the Housatonic River downstream of the confluence of the West and East Branches and extending south to Long Island Sound. The *Permit* outlines a cleanup that is estimated by the EPA to reduce the downstream transport of PCBs by 88-89% by removal of approximately 990,000 cubic yards of contaminated material and installation of capping, an action estimated to occur over a period of 13-15 years.

While the Housatonic Rest of River Municipal Committee, composed of the Towns of Lenox, Lee, Stockbridge, Great Barrington and Sheffield, supports many aspects of EPA's *Permit*, there are areas where the Committee believes that the *Permit* could be improved to provide more long-term protection of human health and the environment.

The Committee has determined that the cleanup of the Housatonic River must at a minimum meet the following goals to be protective of human health, the natural environment and residents' quality of life:

1. Complete and total adherence to the *Permit's* directive that GE "shall dispose of all contaminated sediment and soil, as well as other waste material, off-site at existing licensed facilities that are approved to receive such waste material and are in compliance with EPA's off-site rule (40 C.F.R. 300.440.) The Permittee shall maximize the transport of such waste material to off-site facilities via rail" (*Permit*, Sec. II.B.5. and Attachment D).

2. The Massachusetts Hazardous Waste Facility Siting Act (MGL c21D) be used through whatever legal means are most appropriate to protect the communities' interests for all temporary cleanup activities that are listed in the Act (staging and construction areas, storage areas, dewatering and treatment facilities, etc.). The Committee acknowledges that while handling, moving, dewatering and stockpiling of contaminated sediments and soils will occur during the cleanup, such activities must be temporary and materials must be derived solely from Rest of River PCB cleanup activities.

3. It is imperative that the entirety of the legal liability and financial burden remains squarely on the shoulders of GE and any of its successors to avoid becoming an unfair and significant burden to innocent parties to monitor and manage PCBs left behind. EPA's *Permit* allows significant volumes and concentrations of PCBs to remain in the Rest of River environment, employing capping throughout the river system to control PCBs left behind after the cleanup is completed. GE must remain legally and financially responsible in perpetuity for monitoring, controlling and removing PCBs whenever and where ever contamination levels exceed stated performance standards during and after completion of the cleanup, or when other parties encounter PCBs exceeding standards in the course of otherwise legally permissible activities.

4. New or emerging technologies that reduce disturbance of significant floodplain or wetland habitats or which can be employed *in situ* should be given highest priority. EPA should mandate GE to aggressively search for or develop, and then employ, new or emerging technologies which have the potential to destroy PCBs or to break them into less- or non-toxic components, as alternatives to conventional technologies such as excavation/dredging and disposal of contaminated soils and sediments.

5. We oppose any action that will allow GE to expand the area of land within the Housatonic River Watershed that would be permanently impacted by PCB contamination, including the siting of any permanent hazardous materials or waste facility, as EPA's *Permit* already allows PCBs to remain in millions of cubic yards of river/wetland/impoundment sediment, riverbank and floodplain soils throughout the river corridor. The definition of "on-site" should be narrowly confined to only those areas that are contaminated and that are specifically listed in the *Permit* as sites that GE must clean up, which are generally within the 10-year floodplain, as shown on the maps of Figures 2-5 of the *Permit*, not to any areas currently uncontaminated by PCBs.

INTERGOVERNMENTAL AGREEMENT

The following amended and restated Agreement reflects the events that have occurred since the signing of the original Intergovernmental Agreement (IGA) of 2013 and the current strategy of the Rest of River municipal governments as they jointly and as a united entity move forward through the EPA permitting process and a highly probable federal appeals court process. This IGA outlines how the Rest of River Municipal Committee will proceed and retain legal counsel to proceed through the EPA permitting process and the federal appeals court process if necessary.

This AGREEMENT (the “Agreement”) is made and entered into this 5th day of December, 2016, by and among the BERKSHIRE REGIONAL PLANNING COMMISSION (hereafter “BRPC”), having principal offices at 1 Fenn Street, Suite 201, Pittsfield, MA 01201, and the municipalities of Great Barrington, Lee, Lenox, Sheffield and Stockbridge (hereafter “MUNICIPALITIES”), all governmental units as defined under M.G.L. c. 40, §4A.

The MUNICIPALITIES will actively participate in the EPA permitting and appeals process and, where deemed necessary, participate in the other administrative and/or court proceedings (collectively the “Appeals”) to protect the health and welfare of the environment and the people within the five Rest of River communities. The MUNICIPALITIES may pursue opportunities to negotiate with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site, as defined by the EPA. The MUNICIPALITIES, while undertaking these actions are deeply mindful of the impacts and consequences that cleanup activities will have on Berkshire County residents, businesses, resources, economic development and municipal operations.

The MUNICIPALITIES have agreed that BRPC, as agent for the MUNICIPALITIES, shall retain legal counsel (hereafter “Counsel”) approved by the MUNICIPALITIES; that BRPC shall communicate the position of the MUNICIPALITIES to Counsel regarding filing of legal arguments during the EPA permit and appeals process, during the federal appeals and in negotiations with GE (the EPA and court proceedings are hereafter collectively referred to as the “Appeals”); and that, if it is deemed necessary by the MUNICIPALITIES to pursue litigation related to the river cleanup BRPC shall so communicate the position of the MUNICIPALITIES to Counsel for the purposes of pursuing the Appeals. The MUNICIPALITIES have agreed that BRPC will be responsible for all coordination between Counsel and the MUNICIPALITIES; that BRPC shall act as the agent and representative of the MUNICIPALITIES, subject to advice and approval from the MUNICIPALITIES per this Agreement, in assisting Counsel in these matters; and that BRPC shall act as the MUNICIPALITIES’ fiscal agent as described in Section 2.

Each party to this Agreement has obtained authority to enter into this Agreement pursuant to M.G.L. c. 40, § 4A. The MUNICIPALITIES have obtained authorization by vote of their Boards of Selectmen. BRPC has obtained authorization by vote of the Berkshire Regional Planning Commission.

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

1. Governing Body and Voting Procedures. The MUNICIPALITIES shall form a governing body (“COMMITTEE”) consisting of two representatives from each municipality. The Select Boards from the Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge shall each appoint two representatives from their respective towns. Each municipality shall have one vote on the COMMITTEE. A majority of MUNICIPALITIES must have at least one appointed representative present in order to constitute a quorum and to conduct any business. General business shall be conducted using a majority vote of the MUNICIPALITIES present and constituting a quorum. Business involving the Appeals shall require a majority vote of the MUNICIPALITIES present and constituting a quorum.

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

- a. Counsel. The COMMITTEE shall deliberate and provide direction to the BRPC in order for BRPC to provide direction to Counsel in prosecuting all Appeals on the MUNICIPALITIES’ behalf, if necessary, and in any negotiations on the MUNICIPALITIES’ behalf with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site. As of the date of this agreement, the Pawa Law Group serves and will continue to serve as Counsel retained by the MUNICIPALITIES.
- b. Votes.
 - i. Decisions regarding financial settlement offers regarding claims against third parties such as GE, or acceptance of settlement offers by GE, shall require a majority vote plus one of the COMMITTEE and be subject to approval by the Select Boards of each MUNICIPALITY.
 - ii. To allow or not to pursue an appeal of an in-county landfill of PCBs from the Rest of River site shall require a unanimous vote of the COMMITTEE and be subject to approval by the Select Boards of each of the MUNICIPALITIES.
 - iii. Decisions regarding any distribution of funds received shall require a majority vote plus one and be subject of approval by the Select Boards of each of the MUNICIPALITIES.

2. Payment of Fees, Costs and Expenses.

- a. Subject to the provisions of this Agreement, the MUNICIPALITIES have agreed to pay all approved fees, costs and expenses, including reasonable out-of-pocket costs, payable to Counsel, for legal services in accordance with its contract, and all approved fees, costs and expenses incurred by BRPC, subject to approval by the COMMITTEE as required in Section 1 of this agreement.
- b. The MUNICIPALITIES have funded this Agreement through specific appropriations. Annually, no later than December 31st, the COMMITTEE will determine an amount to be requested from each MUNICIPALITY for appropriation for the upcoming fiscal year. Funding for subsequent fiscal years is subject to appropriation by each of the MUNICIPALITIES.
- c. BRPC will review and submit all estimated budgets, including time and out-of-pocket costs, prepared by Counsel to the COMMITTEE for review and approval prior to incurring expenses as set forth in Section 1. Upon receipt of bills from Counsel, BRPC will promptly circulate the bills to the representatives of the COMMITTEE who shall indicate their approval or any objections to BRPC within five business days. If there are no objections, BRPC will promptly invoice the MUNICIPALITIES who will promptly process payment to BRPC. When all MUNICIPALITIES have paid, BRPC will promptly process payment to Counsel, however BRPC shall have authority but no obligation to make partial payments to Counsel when fewer than all the MUNICIPALITIES have made payment to BRPC. Provided that the COMMITTEE has previously approved Counsel's bill, the MUNICIPALITIES hereby agree to make prompt payment to BRPC so that BRPC may remit payment to Counsel within 40 days of receiving a bill.
- d. If Counsel's contract is cancelled, the MUNICIPALITIES will be responsible for the payment of any COMMITTEE approved fees, costs or expenses, including out-of-pocket expenses, incurred by Counsel incurred prior to the date of cancellation.
- e. The MUNICIPALITIES have agreed to provide compensation to the BRPC for its services in contracting with Counsel on behalf of the MUNICIPALITIES and in coordinating appeals, litigation and/or negotiations between the MUNICIPALITIES and EPA or GE. BRPC will submit estimated budgets, including time and direct costs, to the COMMITTEE for review and approval prior to incurring expenses.
- f. The COMMITTEE will have the option to redefine what portion of the additional funds will be supplied by each MUNICIPALITY. Any additional funds will be

subject to municipal appropriation. Approving the redefined share of costs shall require a unanimous vote of the COMMITTEE.

3. Distribution of Any Future Settlement(s).

- a. The initial payments from any future financial settlement between the MUNICIPALITIES and GE, or through the Appeals, shall be distributed to each of the MUNICIPALITIES which are then a party to this Agreement to reimburse them for their portion of the approved costs incurred under this Agreement and the 2013 IGA.
 - b. Reasonable efforts will be made to reimburse each of the MUNICIPALITIES which remain as participants under this Agreement for costs incurred in negotiating a final settlement agreement with GE or through any Appeals. In the event that the settlement agreement between the MUNICIPALITIES and GE does not cover the total amount of the approved costs incurred by the MUNICIPALITIES, initial settlement payments to each of the MUNICIPALITIES shall be proportionally prorated to reflect the costs incurred by each municipality currently part of the Agreement as a percentage of the total costs incurred by the MUNICIPALITIES as a whole.
 - c. After payments described in Sections 3.a. and 3.b. have been made, the COMMITTEE will determine the proportional distributions of the value of any settlement(s) between the MUNICIPALITIES and GE, or the MUNICIPALITIES and the paying entity. Each municipality that is a member of the COMMITTEE at the time negotiations between the MUNICIPALITIES and GE or between the MUNICIPALITIES and any other paying entity are finalized shall receive a minimum of 5% of any financial settlement, net of the payments described in Sections 3.a. and 3.b.
4. Term. The term of this Agreement shall be for three years, commencing with the date of execution of the Agreement. It is further understood and agreed that the three-year term may be extended by a majority vote of the COMMITTEE present and constituting a quorum with renegotiations commencing three (3) months prior to the expiration of the three-year period.
5. Termination.
- a. The COMMITTEE, upon majority vote of those present and constituting a quorum, or BRPC may terminate this Agreement upon thirty (30) days written notice, without

cause. Upon notice of termination, all work shall cease, except work necessary to terminate obligations created under this Agreement and to withdraw from all Appeals. BRPC will immediately inform Counsel of the termination and order that all work cease except as may be otherwise required as set forth in the second sentence of this Section 5.a. The MUNICIPALITIES will be responsible for paying the budgeted and approved costs incurred to the date of termination as described in Sections 2.a. - 2.f.

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

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

7. Amendment. This Agreement may be amended from time to time but only by a unanimous vote of the MUNICIPALITIES and BRPC.
8. Notices. BRPC shall be responsible for providing notice of meetings and copies of all material to the COMMITTEE members and shall provide copies of all agendas to the five municipal clerks for posting to the extent required by the Open Meeting Law. BRPC shall also post all COMMITTEE notices of meetings and agendas on its website to the extent required by the Open Meeting Law and shall maintain the official copy of all meeting materials and minutes.
9. Resolution of Disputes. In the event of any dispute between BRPC and the COMMITTEE, or amongst the MUNICIPALITIES arising out of this Agreement, BRPC, MUNICIPALITIES and the COMMITTEE agree to submit their disputes to a neutral third party for mediation. Each party to mediation shall pay a prorated share of the cost of such mediation.

A party wishing to subject a dispute to nonbinding mediation shall give notice to the other party(ies) within sixty (60) days after a dispute shall arise, which notice shall contain the name of the proposed mediator. Any party may object to the choice of mediator by notice given within thirty (30) days thereafter and seek to have a mediator chosen by the Chief Judge of the Superior Court for Berkshire County, but if no objection is filed, the mediator proposed shall mediate the dispute. Upon the appointment of a mediator, mediation shall be concluded within sixty (60) days following appointment of a mediator. If no settlement has been achieved through mediation any aggrieved party may pursue such remedies as are afforded under law.

10. Law Governing. This Agreement and all rights and obligations, including matters of construction, validity and performance shall be governed by the laws of the Commonwealth of Massachusetts.
11. Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent state or federal jurisdiction, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
12. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Agreement nor the intent of any provision hereof.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any other agreements, whether written or oral, that may exist are excluded from the terms herein.

Sean A. Stanton, Chairman
Great Barrington Board of Selectmen

Thomas Wickham, Chairman
Lee Board of Selectmen

Warren Archey, Chairman
Lenox Board of Selectmen

Nadine A. Hawver, Chairman
Sheffield Board of Selectmen

Ernest J. Cardillo, Chairman
Stockbridge Board of Selectmen

Nathaniel W. Karns, Executive Director
Berkshire Regional Planning Commission

From: Michael Feldstein <michael@mfeldstein.com>
Sent: Wednesday, January 25, 2017 8:55 AM
To: jtabakin@townofgb.org; seanstanton@hotmail.com
Subject: Re: Letter for the Selectboard's consideration

Hello again,

I'm just following up on this. May we be considered for the agenda of the next meeting?

Thanks and take care,
Michael Feldstein

On Fri, Jan 20, 2017 at 1:52 PM, Michael Feldstein <michael@mfeldstein.com> wrote:
Dear Ms. Tabakin and Mr. Stanton

I'm writing to ask the town to sign onto a letter from Mass PowerForward asking our leaders in the statehouse to sign prohibit the creation of a state tax to fund the construction of fossil fuel pipelines and prioritize investment in renewable energy. The text of the letter can be found here: https://docs.google.com/forms/d/e/1FAIpQLSdZ42vy0Vjlytdq654ttl4NWIIKYDSY40q281qCcUW_uTU8JQ/viewform?c=0&w=1

Because this is a statewide effort to gather letters from local selectboards and mayors in a coordinated manner with the legislative calendar in mind, we have been asked to gather these signed letters as soon as possible. If it is at all possible, please add consideration of this letter to the agenda for the next meeting. If you can find any way to accommodate us on the schedule, we would be very grateful.

Thanks and take care,
Michael Feldstein
25 Christian Hill Road
[413.553.3751](tel:413.553.3751)

February 6, 2017

Honorable Robert DeLeo, Speaker of the House
Massachusetts State House
Room 356
Boston, MA 02133

Honorable Stanley Rosenberg, Senate President
Massachusetts State House
Room 332
Boston, MA 02133

RE: Pipelines and the "Pipeline tax"

Dear Speaker DeLeo, Senate President Rosenberg, & Honorable Members of the Massachusetts Legislature:

We write to you as municipal leaders from communities across the Commonwealth, who, through energy efficiency upgrades, clean energy projects, and the adoption of effective policies and programs, are leading the charge against the deleterious effects wrought by climate change. We commend the Legislature's rejection last session of the utility-proposed "pipeline tax" and urge you to stand united against efforts to undermine the August ruling by the Supreme Judicial Court (SJC), as well as local and state climate gains achieved to date.

Toward that end and on behalf of our shared constituents, our communities, and our state's future, we ask you to SUPPORT legislation that will:

- Prohibit the harmful and unnecessary "pipeline tax."
- Prevent any other scheme to force consumers to accept unnecessary pipelines that we cannot afford and that would prevent us from complying with the law.
- Prioritize greater investment in energy efficiency/demand response, renewable resources, and energy storage.

These provisions will benefit the residents in our communities and are in line with the clean energy visions we share for our cities and towns.

The court's ruling that the pipeline tax violates the 1997 Restructuring Act was unambiguous. Yet, despite this decision, overwhelming public opposition, and rejection by this Legislature, investors in Spectra's Access Northeast project are undeterred from pursuing alternate avenues to financing their pipeline.

Honorable Robert DeLeo, Speaker of the House
February 6, 2017
Page 2.

New pipelines pose multiple threats to our communities. Residents living along the proposed routes face destruction of local natural resources and a devaluation of their property. Families living near related infrastructure, like compressor stations, also face serious negative health impacts. Everyone will face the impacts of the substantial increase in our state's greenhouse gas (GHG) emissions that conflict with the Global Warming Solutions Act (GWSA). Our constituents will also be harmed financially. The adoption of a "pipeline tax" – whether by electric utilities or by gas utilities contracting for excessive pipeline capacity – will burden all ratepayers, regardless of where they live. They will be exposed to the price volatility of natural gas, and be responsible for paying for the pipelines even if they turn out to be unneeded, or are used to export natural gas abroad.

Massachusetts must take decisive action to meet the requirements of the Global Warming Solutions Act (GWSA). As noted in the reliability assessment commissioned by Attorney General Healey's office, increasing reliance on fossil fuel consumption takes us in the entirely wrong direction. Moreover, not only do we not need additional pipelines to power the grid, but there are more cost effective ways to meet our energy needs – namely energy efficiency and demand response.

Expanded gas infrastructure also contradicts the vision our residents have for their communities. Our cities and towns are leading by example, achieving substantial GHG emission reductions. This in turn contributes to Massachusetts' ability to meet its GWSA mandate and its commitments to clean energy

growth. There are many opportunities to reduce consumption and costs even further. Thus, we remain steadfast in our opposition to any proposal that attempts to circumvent the SJC ruling, particularly when doing so will result in an oversized natural gas pipeline whose costs and risks will be borne by people in our communities. We look to you to also hold the line in the interest of our shared constituents.

Massachusetts must lead by example in pursuit of clean energy and climate action, propelled by the work of cities and towns like ours. Together we must safeguard against efforts to reimagine the pipeline tax, to enable oversubscription schemes, or to facilitate the buildout of unnecessary, oversized gas infrastructure.

Thank you for your consideration.

Sincerely,

Great Barrington Selectboard

By: _____
Jennifer Tabakin, Town Manager

cc: Honorable House Members
Honorable Senators

From: duboiscenter@gmail.com [mailto:duboiscenter@gmail.com] **On Behalf Of** Randy Weinstein
Sent: Friday, January 20, 2017 3:40 PM
To: Jennifer Tabakin
Cc: billcooke.gb@gmail.com; Ed Abrahams; Dan Bailly; Stephen Bannon; Sean Stanton
Subject: WEB Du Bois celebration

Jennifer, greetings.

I have a project in mind that might be of interest.

February 23, 2018, will be WEB Du Bois's 150th birthday. I'd like to propose an official town celebration in honor of that historic event.

The Du Bois Center and Du Bois Educational Series-Great Barrington, hosted by Monument Mountain Regional High School, are beginning to organize things. We have reached out to the Mahaiwe Performing Arts Center and have discussed using their space on 2/23/18.

It is my hope that the Town of Great Barrington would like to partner with us on this project. Many institutions throughout the country, including Harvard and Emory, will be honoring Du Bois. Because he was born and raised in GB, our celebration may, in fact, be of national interest. I have lots of ideas.

I'd love to be able to further discuss this with you and members of the Selectboard. Perhaps we can all just brainstorm together.

Thanks,
Randy Weinstein
WEB Du Bois Center-Great Barrington
684 Main Street, GB
www.duboiscentergb.org
413-644-9595