

Jennifer Tabakin
Town Manager

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Town Hall, 334 Main Street
Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER SELECTBOARD'S MEETING AGENDA

MONDAY, NOVEMBER 27, 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:

October 30, 2017 Regular Meeting.

3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

4. TOWN MANAGER'S REPORT:

A. Department Updates.

B. Project Updates.

- Report on Town's Priority Projects.

5. LICENSES OR PERMITS:

A. Betsy Andrus/So. Berkshire Chamber of Commerce, as follows:

- for permission to host the 9th Annual Holiday Shop, Sip & Stroll on Saturday, December 9, 2017 from 2:00 pm – 8:30 pm. (Discussion/Vote)
- for permission to block off 4 parking spots on the left side of Railroad Street up to SoCo and 2 parking spots in front of ExtraSpecialTeas on Elm Street.
- for permission to rope off 5 parking spots in front of the Town Hall on the right side.
- for One Day Weekday Entertainment License for the Downtown.

6. NEW BUSINESS:

A. AJ Rio-Glick/Multicultural BRIDGE – Request for SB to sign a Petition on Behalf of Not in Our County Group.

- B. SB – Review/Approval of FY 2019 Budget Policy. (Discussion/Vote)
- C. SB – To Approve Agricultural Preservation Restriction for Windy Hill Farm, Inc. at 686 Stockbridge Road. (Discussion/Vote)
- D. SB – To Designate One (1) Selectboard Representative to the Monument Next Steps Committee. (Discussion/Vote)

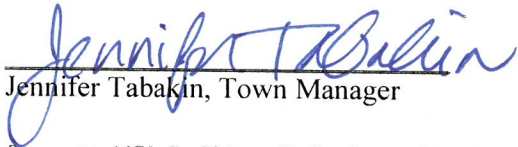
7. CITIZEN SPEAK TIME:

8. SELECTBOARD'S TIME:

9. MEDIA TIME:

10. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, December 4, 2017, 7:00 P.M.


Jennifer Tabakin, Town Manager

Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



Town of Great Barrington Select Board
334 Main Street
Great Barrington, MA. 01230

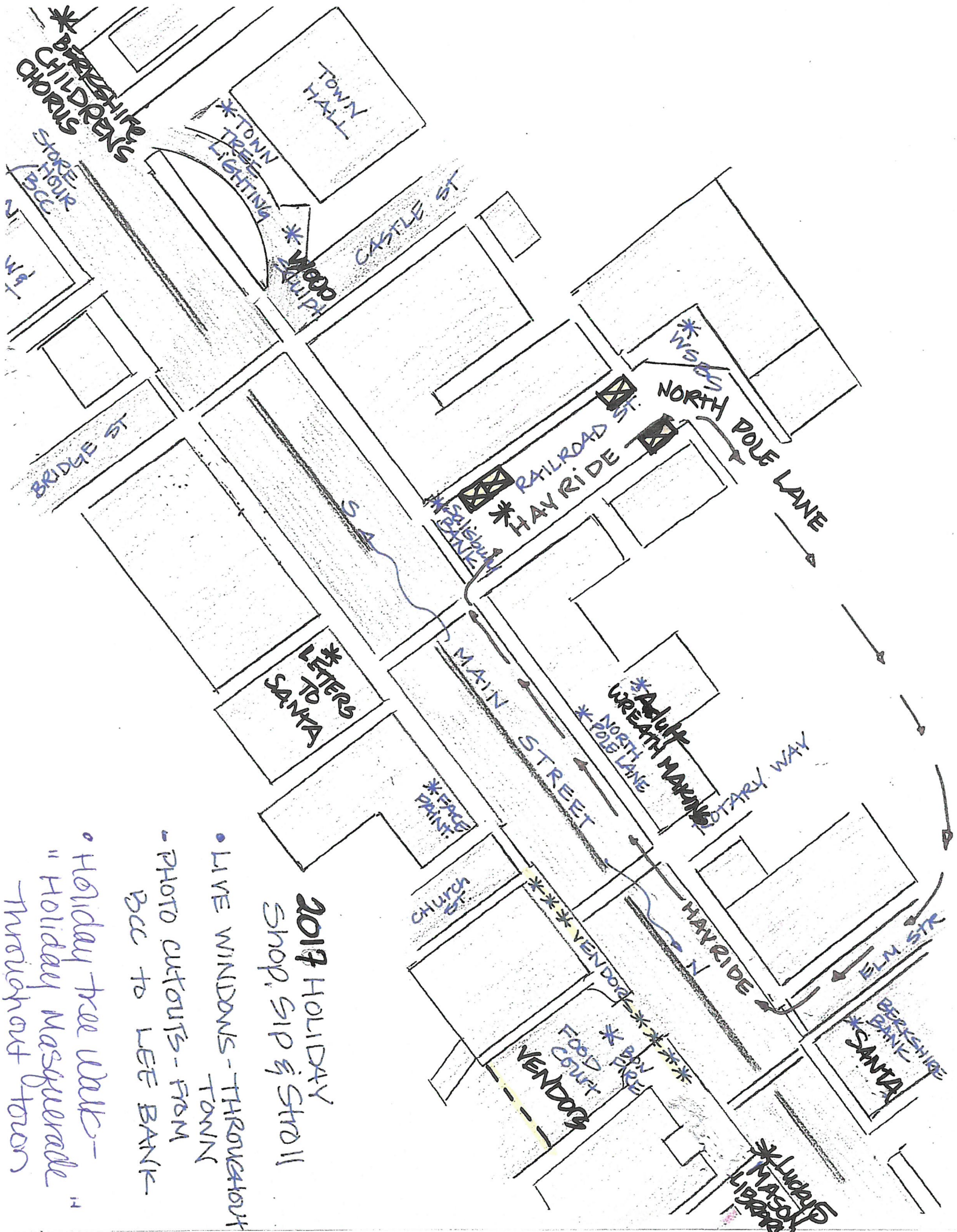
Dear Select Board,

Once again, we'd like to get the towns permission to host our 9th annual Holiday Shop, Sip & Stroll, on Saturday December 9, 2017. We do have a few changes this year. Here is what we would like permission for:

- We would like to hang our banner on the Mercer building at the base of Railroad Street on Nov 28th. The banner will be removed the week after the event.
- Street vendors will begin setting up at 2pm, vendors open at 4pm. Most vendors will be in the 1st Congregational parking lot. We will be blocking the Main Street entrance to that lot. A few sponsor booths will be throughout town.
- The hay wagon will drop Santa at the base of Railroad Street at 4:30pm. Then will take a new route up around Railroad street to Elm then onto Main Street. We will need 4 parking spots on the left side of Railroad up to SoCo and the parking spots in front of ExtraSpecialTeas.
- We are extending the event this year down to the Mason Library and Berkshire Bank so I believe 3 officers would be appropriate. One at Castle & Main, one at Railroad & Main and one at Elm & Main crosswalks.
- We would like to have the wood carver in front of the town hall, roping off the parking spots on the right side. We will cone and rope off earlier in the day. We also will need to use the power from the town hall for flood lights and to light the Menorah and holiday trees. For safety, we will block that entrance.
- Salisbury Bank would like to be at the base of Railroad Street on the sidewalk next to the Mercer building. (TP Saddleblanket)
- All activities will continue and lead up to the lighting of the menorah and holiday tree on the lawn of the town hall at 7:05pm.
- Our finally of fireworks at 7:15-7:30pm (Check Activities list attached)
- We would like help from the town DPW and town employees to restring the two town trees (front lawn of town hall) with new lights and make sure they are ready to go for the evening of the stroll. Along with the tree that will go up for the evening in front of the Town Hall.
- We will be cleaning up all Stroll items on the following Sunday & Monday. We would ask for help from the town with garbage, holiday trees and wood chip clean-up at the Town Hall.

Thank you

Betsy Andrus



• Holiday tree walk -
 "Holiday Masquerade"
 throughout town

• LIVE WINDOWS - THROUGHOUT TOWN
 • PHOTO CUTOUTS - FROM BCC TO LEE BANK

2017 HOLIDAY
 SHOP, SIP & STROLL

Subject: 2017 Holiday Stroll

11/24/2017

Hi Helen, DRT reviewed the Holiday Stroll, and it is generally acceptable, including using the parking spaces at Town Hall and blocking a few spaces on Railroad Street.

DPW will assist with trash removal before and after the event. However, the Chamber should ensure there are enough trash containers at the Church lot, and that cleanup of the parking lot at the Church occurs before Sunday services.

All food vendors must have the proper permits in advance.

We would like to know where bathrooms will be available to the public.

Thank you.

Christopher T. Rembold, AICP

Town Planner
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
Ph: (413) 528-1619, x. 7
www.townofgb.org



TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application
\$25.00 per day

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

Name: Betsy Andrus

Business/Organization: Southern Berkshire chamber

D/B/A (if applicable): -

Address: 40 Railroad str. GB.

Mailing Address: PO Box 810

Phone Number: 528-4284

Email: Betsy@SouthernBerkshirechamber.com

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

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

Other (please explain) _____

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

Other (please explain) _____

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

___ YES

NO

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

Exact Location of Entertainment (include sketch): downtown GB.

Date(s) of Entertainment*: Saturday, Dec. 9, 2017

*Does not include SUNDAY

Start & End Times of Entertainment: event 2-8:30pm (set-up + clean up 6am-10pm)

Does your event involve any of the following? (Check all that apply)

- Food
- Temporary Bathrooms
- Tents
- Stages
- Temporary Signs
- Electrical Permits
- Building Permits
- Police Traffic Details
- Street Closures

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

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

[Signature] 11.13.2017 011 46 5082
 Signature of Individual or Corporate Officer Date SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: OK with DRT, see memo/email attached. (CR)

APPROVAL DATE: _____

LICENSE # _____

From: AJ Rio Glick [mailto:aj@multiculturalbridge.org]
Sent: Wednesday, November 01, 2017 1:48 PM
To: Jennifer Tabakin
Subject: Petition Information

Hi,

My name is AJ Rio-Glick. I am Executive Assistant and Coordinator of Engagements at Multicultural BRIDGE.

A group of citizens of Great Barrington and Berkshire County at large have been spearheading a county-wide Not in Our Berkshires campaign, in line with the national Not in Our Town campaign, of having members of the community pledge to work to stop hate and help create safe communities for all citizens, especially marginalized citizens (immigrants, people of color, etc.). This effort has been in conjunction with local nonprofit Multicultural BRIDGE, and comes in the midst of the passing of the Trust Policy and the Safe Communities Act.

The group would like to submit a petition asking members of the Great Barrington Selectboard to sign the pledge, with plans of returning to the Selectboard in the future with a pledge suitable for groups rather than individuals. Similar petitions are being submitted to the Pittsfield City Council and the Selectboard of Williamstown, and state representatives and government officials have also signed pledges.

I called the town hall and was redirected to e-mail you to ask about information on the due process that we should undertake to submit this petition.

Best,
AJ

--

AJ Rio-Glick
they/them pronouns
Executive Assistant &
Coordinator of Engagements
Multicultural BRIDGE
Empowerment | Collaboration |
Celebration | Learning | Integration
17 Main St. Suite B3 | Lee, MA, 01238
T: 413-394-4305

Great Barrington Budget Financial Policy for Fiscal Year 2019

The Town of Great Barrington will manage municipal finances wisely. This will include planning for adequate funding to: 1) Provide and maintain public services and facilities at a level that will ensure public well-being and safety; 2) Comply with all Town by laws, rules and regulations; and 3) Meet the strategic priorities of the Town.

The budget and financial goals set forth by the Town Selectboard and the Finance Committee in the policy document outlines the priorities and objectives of the Town and provides agreed upon financial guidelines to be used in the preparation and review of the annual budget.

STRATEGIC PRIORITIES

- Ensure public safety.
- Ensure public health.
- Maintain a strong local economy.
- Maintain a high quality of life.
- Maintain developed, stable and healthy communities.
- Seek environmental sustainability.
- Ensure the fiscal stability of the Town.
- Maintain public infrastructure.
- Follow Great Barrington's Master Plan.

FINANCIAL GOALS

- Maintain adequate financial resources to sustain municipal services in the short and long term.
- Respond to the changes in the economy and meet the priority needs of our Town.
- Provide quality services efficiently and on a cost-effective basis.
- Maintain appropriate financial capacity for present and future needs.
- Maintain our top level AAA credit rating.
- Ensure tax rate is reasonable and affordable.

FINANCIAL MANAGEMENT POLICY

Revenue

- Services provided may not exceed available resources.
- Process must provide quality estimates of available revenue.
- Process must anticipate any changes in revenue in upcoming years.
- Seek to diversify revenue sources.
- Estimate available resources including state funds, local funds, fees, grants and other sources.

Real Estate Tax

- Maintain use of a single tax rate for all classes of property.
- Town must restrict levy to a 2.5 % increase over the prior year levy limit adjusted for new construction growth and net debt and capital exclusions, as per Mass General Law.
- Proposed budget to not exceed legal property tax levy. Evaluate local estimated tax rate based on level of affordability including: average and median income; average and median value of real property and the cost of living.

User Fees

- Establish user fees and other non-property tax revenues to recoup, to the extent possible, the costs of supplying a particular service.
- Review current department fee structures and charges for services annually to determine if they reflect the cost of the service and are also reasonable and affordable fees.

Debt Management

- Allow no borrowing to fund operational programs.
- Debt service payments may not require the elimination of essential Town services.
- Ensure that the Town's general obligation debt ratio not exceed 50% of statutory limit (5% of equalized valuation).
- Exempt from Proposition 2 ½ any long-term capital debt for municipal buildings, WWTP improvements, fire apparatus acquisition and school facilities improvements.

Service Delivery

- Manage financial resources through internal controls.
- Establish operation practices that minimize the cost of government and financial risk.
- Provide efficient public services.
- Minimize the cost of administration.
- Identify and measure performance outcomes.
- Review the level of services and standards annually.

BUDGET PREPARATION PROCESS

The FY 2019 budget will be estimated in accordance to municipal code and applicable state law. The budget is based on separate funds set forth from anticipated revenues and expenditures for the General Fund and the Enterprise Fund.

The annual operating budget will contain complete financial statements that show outstanding obligations of the municipality, cash on hand to the credit of each fund, funds received from all sources during the preceding year, funds available from all sources during the ensuing year, revenue estimates to cover expenses in the proposed budget and the estimated tax rate required to fund the proposed budget.

For Fiscal Year 2019, the Selectboard and the Finance Committee agree that the budget preparation and review process shall include the following steps.

- 1) Review and approve Financial Policy.
- 2) Forecast Revenues.
- 3) Update Capital Plan.
- 4) Review Department Budgets.
- 5) Review Projects Proposed for CPA Funds.
- 6) Hold meeting with area Towns to discuss regional budget issues.
- 7) Distribute Budget Books.
- 8) Hold Budget Workshop Meetings.
- 9) Hold Public Hearing.

The Selectboard and the Finance Committee will jointly set the dates for the above budget meetings.

For Fiscal Year 2019, the Selectboard and the Finance Committee agree that the following will be done to ensure there is community engagement in the budget process:

- 1) Provide on-line access to budget information.
- 2) Provide printed budget books for the public at the libraries.
- 3) Provide a digital budget book on the town website.
- 4) Hold open meetings and hearing.

LOCAL GOVERNMENT SERVICES

- The Town Manager will prepare the budget for review by the Selectboard and the Finance Committee.
- The Town Manager may propose significant reorganizational changes and provide alternative ways to deliver services within the proposed budget.
- Performance objectives and goals will be identified and assessed.
- Town Manager may propose elimination of a service in the budget if it is not needed or cost-effective and / or propose new services as needed.
- Any service reductions shall be noted in the Fiscal 2019.
- Salaries and employee insurance contributions shall be set in the Fiscal Year 2019 budget pursuant to the Town's collective bargaining units and/or those already approved via a negotiated settlement and for non-represented personnel as authorized by the Town Manager.

For any proposed new needs, the Town Manager will:

- 1) Explain and justify the new need(s).
- 2) Identify alternatives to what is being proposed and the pros and cons.
- 3) Identify the cost and benefit of the proposed alternative.
- 4) Identify financing source to pay for new need.
- 5) New need(s) include: any expansion of municipal services necessary; any additional staff and any additional resource needed to meet service needs or expanded service needs.

TOWN BUDGET FORMAT

For Fiscal Year 2019, the Selectboard and the Finance Committee agree that the following will be done to ensure that the budget information is provided in a format that is clear, accurate and complete.

Operating Budget Report:

- Town Manager to request that Departments submit proposed budget with operational plan and report. Background information will include department goals and objectives, strategic initiatives, summary of activities and level of service.
- The Town Manager to review methods of operation, program service delivery and expenditure of resources inclusive of manpower allocation to ensure maximum efficiency of the Town.
- Town Manager to provide complete financial statements in the Budget Book to include:
 - Outstanding obligations.
 - Cash on hand.
 - Funds received from prior year.
 - Sources of funds from prior year.
 - Estimated revenues.

- Estimated expenses.
- Estimate tax levy.
- Estimate tax rate.
- Estimate user fees for services.

Capital Budget Report:

- The Town defines a capital project as having an overall expenditure of \$10,000 and a life expectancy in excess of 2 years.
- The Town's annual budget will include a capital plan that identifies work to be started within that fiscal year.
- The budget shall include a five-year Capital Improvement Plan for all Town assets.
- Each year, the Selectboard and the Finance Committee will review the five-year Capital Improvement Plan to identify the future upcoming needs, review any changes to the schedule, cost estimate or sources of funding.
- Operational costs associated with any new equipment or infrastructure will be identified.
- The capital budget report will identify a funding plan that reflects available State funds, grants, bonds and tax levy dollars to finance each project.
- The capital budget report will include the Debt Schedule broken down by department and function and a 10-year history be provided if possible.

Enterprise Fund Report:

- The Town Manager shall prepare a budget for the Enterprise Fund that maintains it as self-supporting, without a property tax transfer.
- Enterprise Fund report will include a report on sewer fees and rate structure.

As adopted by the Selectboard the on the day of November, 2017

Signed:

Sean Stanton, Selectboard Chair

As adopted by the Finance Committee on the day of November, 2017.

Signed:

Thomas A. Blauvelt, Finance Committee Chair

Fiscal 2019
Draft Budget Meetings Schedule

| | | | |
|------------------|------------------|------------------|--|
| 1/17/2018 | Wednesday | Town Hall | Selectboard & Finance Committee |
| 6:00 PM | | | Audit Review Selectboard/Town Manager Finance/Accounting/Technology Assessor Treasurer/Collector Town Clerk Commissions and Boards Planning/Community Development |
| 1/24/2018 | Wednesday | Town Hall | Selectboard & Finance Committee |
| 6:00 PM | | | Department of Public Works Wastewater Parks & Recreation Board of Health Inspector of Animals Council on Aging Veteran's Affairs Human Services |
| 1/31/2018 | Wednesday | Town Hall | Selectboard & Finance Committee |
| 6:00 PM | | | Police Fire Communications/Emergency Management Libraries Building Inspector Parking Clerk Animal Control |
| 2/7/2018 | Wednesday | Town Hall | Selectboard & Finance Committee |
| 6:00 PM | | | Insurance Retirement Miscellaneous Fund Transfers Capital Improvement Plan |
| 3/7/2018 | Wednesday | Town Hall | Public Hearing |

**COMMONWEALTH OF MASSACHUSETTS
AGRICULTURAL PRESERVATION RESTRICTION**

Windy Hill Farm, Inc. of 686 Stockbridge Road, Great Barrington, Berkshire County, (the "Grantor"), its successors in title and assigns in perpetuity, for consideration paid and in full consideration of Seven Hundred and Sixty Five Thousand Dollars (\$765,000.00), receipt of which is hereby acknowledged, does hereby grant to the Commonwealth of Massachusetts, acting through the Commissioner of the Department of Agricultural Resources, (the "Grantee" or the "Commissioner") with an address of 251 Causeway Street, Suite 500, Boston, Massachusetts 02114-2151, its successors and assigns, an Agricultural Preservation Restriction in perpetuity (this "Restriction") on approximately 34.304 acres of land and buildings and structures thereon located at 686 Stockbridge Road in the Municipality of Great Barrington, in Berkshire County, Massachusetts, as described in the attached Exhibit A hereof, (the "Premises") in accordance with the following terms and conditions. The Municipality of Great Barrington with an address of 334 Main Street #1, Great Barrington, Massachusetts 01230, ("Co-Holder") shall hold title to this Restriction jointly with the Commonwealth, pursuant to Massachusetts General Laws ("the "General Laws"), Chapter 20, Section 23. The Grantor covenants that they are vested with good title to the Premises. By making such grant, the Grantor grants to the Grantee all non-agricultural rights in the Premises except as otherwise described in Section III (A) hereof. The Grantor retains all agricultural rights in the Premises except as otherwise limited by the terms and conditions of this Restriction and not inconsistent with the Purpose.

I. STATEMENT OF PURPOSE

The purpose of this Restriction is to: perpetually protect the agricultural use and future viability, and related conservation values, of the Premises by limiting nonagricultural uses of the Premises; encourage sound soil management practices in accordance with generally accepted agricultural practices; preserve natural resources; maintain land in active commercial agricultural use; ensure resale of the Premises at Fair Market Agricultural Value, in order to ensure the availability of farmland in Massachusetts and ensure those entering or currently engaged in commercial agricultural operations are able to acquire agricultural land at a price that is tied to the land's agricultural value; and regulate and control activities and/or uses which may be detrimental to the actual or potential agricultural viability of the Premises, water conservation, soil conservation, or

to generally accepted agricultural and/or forestry management practices or which may be wasteful of the natural resources of the Premises. The foregoing purposes of this Restriction are hereinafter collectively referred to as the "Purpose".

II. DEFINITIONS

When used throughout this Restriction, the words or phrases listed below shall have the following meanings:

A. ABANDONED: land that has not been actively utilized for commercial agricultural activities or uses for a period exceeding two years unless the non-utilization is recommended in a current NRCS plan, as approved by the Grantee.

B. AGRICULTURAL USE(S): the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for market, as defined in General Laws, Chapter 61A, Section 1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a certified forest management plan, approved by and subject to procedures established by a state forester, designed to improve the quantity and quality of a continuous crop for the purpose of selling these products in the regular course of business; or when primarily, directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, Section 2, as amended.

C. CONDITION: including, but not limited to, an easement, restriction, covenant, right, option to purchase at agricultural value plus value of improvements, or any other requirement or use prohibition.

D. DEPARTMENT: the Department of Agricultural Resources of the Commonwealth of Massachusetts, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.

E. FAIR MARKET VALUE ("FMV"): the most probable price that the Premises would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title to a buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised, and acting in what they consider their own best interests; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

F. FAIR MARKET AGRICULTURAL VALUE ("FMAV"): the combined total of the Fair Market Agricultural Land Value ("FMALV") and the Fair Market Agricultural Business Value ("FMABV") and the Fair Market Agricultural Dwelling Value ("FMADV").

G. FAIR MARKET AGRICULTURAL BUSINESS VALUE ("FMABV"): the value based upon the ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other

related agricultural business factors. FMABV is relevant only upon the subsequent sale of the Premises and is not applicable at the time of original purchase of this Restriction by the Grantee. The FMABV appraisal includes agricultural business potential and is based upon activities and circumstances existing at the time of the sale of the Premises. The appraisal is not intended to contemplate speculative business potential that is dependent on management, investment or other prospective activities. FMABV may, when applicable, consider the value of ongoing agricultural business including agricultural buildings, infrastructure, goodwill and other related agricultural business factors on land owned by Grantor, but excluded from this Restriction (“non-Restricted land”), when such business on non-Restricted land is integral to the agricultural business on the Premises.

H. FAIR MARKET AGRICULTURAL DWELLING VALUE (“FMADV”): the appraised replacement value of a dwelling(s) on the restricted land.

I. FAIR MARKET AGRICULTURAL LAND VALUE (“FMALV”): the value based upon the highest and best use of the land for agricultural purposes, including such considerations as location, types of soil, and climate, but excluding buildings or uses thereof. Permanently installed agricultural improvements, such as in-ground irrigation or drainage systems, are considered part of the land. Agricultural land value is solely the value of the land, which value the landowner retains following the sale of this Restriction to the Grantee. FMALV is applicable at both the time of the Grantee’s purchase of this Restriction and at the time of subsequent sale. The FMALV may rise and fall commensurate with market conditions and/or inflation or other valuation factors such as upkeep of the land, and/or improvements in the condition of the soil or its productivity. It is understood that land improvements may increase the FMALV.

J. IMPERVIOUS SURFACE: a material that does not allow water to percolate into the soil on the Premises; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs.

K. PERMANENT STRUCTURE: any structure that requires the grading or excavation of soil for footings or foundations or which substantially alters or otherwise affects the soil profile.

L. TEMPORARY STRUCTURE: any structure having no footing or foundation, or does not substantially alter or otherwise affect the soil profile.

III. TERMS AND CONDITIONS

A. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS

Notwithstanding any provision of this Restriction to the contrary, the Grantor reserves all customary rights and privileges of ownership, including the right of privacy, as well as any other rights not inconsistent with the terms and conditions of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.

The following activities and uses are hereby deemed by the Grantee to be consistent with the Purpose of this Restriction, and are expressly permitted to be carried out on the Premises in a manner that does not impair the agricultural value of the Premises:

1. to repair and replace existing fences, construct new fences as necessary for Agricultural Use on the Premises, and utilize fences to mark boundaries on the Premises;
2. to use snowmobiles on snow on the Premises by the Grantor or others for non-commercial recreational use;

3. to place signs to:
 - a. identify or advertise the Agricultural Use of the Premises,
 - b. advertise agricultural products or services at the Premises, or
 - c. identify the Premises as a participant in the Grantee's Agricultural Preservation Restriction Program; and
4. to conduct and participate in non-commercial, undeveloped, and passive recreational and educational activities that do not require infrastructure (Impervious Surfaces), as long as such activities do not adversely impact the soils and/or Agricultural Use on the Premises.

The Grantor shall continue to be obligated to make payment of all taxes, upkeep and maintain the Premises, and continue to be responsible for all liability arising from personal injury or property damage occurring on the Premises. The Grantor acknowledges that Grantee has neither possessory rights in the Premises, nor any responsibility nor right to control, maintain, or keep up the Premises.

B. AFFIRMATIVE COVENANT

The Grantor covenants that the Premises shall be maintained in active commercial Agricultural Use, and the Premises shall not be Abandoned. Failure to maintain the Premises in active commercial Agricultural Use shall be a violation of this Restriction. This includes the production, processing, and marketing of agricultural crops and livestock.

C. PROHIBITED USES; ACTS; STRUCTURES

The Grantor further covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions, subject to the exceptions enumerated in Section III (D):

1. No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the Purpose of this Restriction or with General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder;
2. No residential dwelling, tennis court, in-ground swimming pool, commercial or recreational horse riding or boarding facility, golf course, golf range, non-agricultural airport landing strip, cell tower, or other such non-agriculturally related Temporary or Permanent Structure(s) shall be constructed or placed or permitted to remain on the Premises;
3. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, oil, radio-active or hazardous waste, or other such substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Premises, except as required for the use of the Premises for generally accepted agricultural activities;
4. No use shall be made of the Premises for:
 - a. Transferring property rights to any property, whether or not adjacent to the Premises;
 - b. Calculating permissible lot yield of the Premises, or of any other property; or
 - c. Any calculations involving development of any other property, whether or not adjacent to the Premises, in any manner whatsoever;
5. Impervious Surfaces shall not exceed 5 acres or 5 percent of the total area of the Premises, whichever is less;

6. No mining or extraction of soil, sand, gravel, oil, natural gas, or other mineral except for limited mining activities if the materials mined are used for agricultural operations on the Premises performed in accordance with Section III (D) (2);
7. No motorized vehicles may be used on the Premises except as necessary for agriculture, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that no use of motorized vehicles may create impacts that are detrimental to the productivity of the soils on the Premises and the Purpose of this Restriction;
8. No granting or modification of easements or rights-of-way for any purpose, including but not limited to, power lines, gas lines, sewer lines, water lines, telecommunications towers, roads, solar panels or wind farms;
9. No water rights may be transferred, encumbered, leased, sold, or otherwise separated from title to the Premises;
10. No removing, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat is allowed; and
11. No establishment of any non-agricultural commercial or industrial uses or facilities, except as allowed by Special Permit under Section III (G).

D. USES; ACTS; STRUCTURES THAT REQUIRE GRANTEE'S PRIOR WRITTEN APPROVAL

The following uses, acts or structures (hereinafter “uses” or “activities”) are allowed only with the prior written approval of the Grantee and subject to, but not limited to, the prerequisites described below. Requests for such approvals, and the granting thereof, shall be governed by the procedures set forth in Section III (E) of this Restriction:

1. The construction or placing of any Permanent Structures, including without limitation any Permanent Structures for housing seasonal agricultural employees or for other agriculturally related uses, including related retail sales, where the need for such structures is not a result of the use of existing structures for permitted non-agricultural uses or activities;
2. The excavation, dredging, depositing on, or removal from the Premises of loam, peat, gravel, soil, sand, rock other mineral resources, or natural deposits if the materials mined are used for agricultural operations on the Premises;
3. The maintenance or improvement of a septic or other underground sanitary system which exists on the Premises, or the construction of a septic or other underground sanitary system, for the benefit of existing agriculturally related structures on the Premises;
4. The widening, improvement, construction or placement of an Impervious Surface driveway, road, parking lot, utility pole, conduit or line in support of a Temporary or Permanent Structure or improvement to the Premises, necessary to carry out agricultural operations or other permitted uses on the Premises;
5. The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Restriction. No subdivision shall be approved without the condition that the version

of the Restriction in place at the time of the issuance of the Certificate of Approval be recorded on the subdivided, partitioned, or otherwise divided parcels;

6. Forest management and timber harvesting activities. These activities may be approved by the Grantee only if the activities are:
 - a. performed in accordance with a written forest management plan having been prepared and executed in accordance with General Laws, Chapter 132, as amended;
 - b. consistent with the terms of this Restriction; and
 - c. prepared by a licensed professional forester, or by some other qualified person, in consultation with the Grantee;

E. PROCEDURES FOR OBTAINING THE GRANTEE'S PRIOR WRITTEN APPROVAL

1. The Grantor shall submit an application to the Grantee, on a form prescribed by the Grantee, prior to undertaking any uses or acts, or undertaking construction of any structures described in Section III (D). The Grantor shall not secure other applicable permits required by local or state law prior to obtaining approval from the Grantee.
2. After receipt of the completed application, the Grantee may approve the application, with or without Conditions, only upon finding that:
 - a. the proposed use, act, or structure is authorized by this Restriction, General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended; and the rules, regulations and policies thereunder; and
 - b. the proposed use, act, or structure shall not defeat nor derogate from the Purpose of this Restriction, and General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and the rules, regulations and policies thereunder.
3. If the Grantee approves in whole or in part, with or without Conditions, the Grantor's application, the Grantee shall issue a Certificate of Approval suitable for recording.

F. SPECIAL PERMIT PROCESS

No non-agricultural activities may be conducted on the Premises. However, commercial non-Agricultural Uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration may be permitted if the Grantor receives a special permit from the Grantee ("Special Permit"). The Grantee, with the approval of the Co-Holder, if any, may grant a Special Permit only if:

1. The Grantor requests a Special Permit by submitting an application on a form prescribed by the Grantee;
2. The Premises is being actively utilized for full-time commercial agriculture;
3. The activity is minor, ancillary and subordinate to the Agricultural Use of the Premises;
4. Such uses and activities are not inconsistent with the Purpose of this Restriction and shall not defeat nor derogate from the Purpose of this Restriction; and
5. The Special Permit is:
 - a. limited to the current Premises owner(s) who applied for and obtained the Special

Permit;

- b. limited to a period no longer than five (5) years, renewable at the discretion of the Grantee for an additional term(s) of no longer than five (5) years, upon reapplication;
- c. terminated upon transfer of ownership;
- d. limited to uses and activities that will not impair the agricultural viability of the soil;
- e. limited to existing structures requiring only minor renovations, such renovations will not prevent the use of the structure for agricultural; and
- f. limited to uses and activities requiring no new construction.

G. OPTION TO PURCHASE PREMISES AT AGRICULTURAL VALUE

1. The Grantee shall have an option to purchase the Premises at Fair Market Agricultural Value ("FMAV") in accordance with the provisions of this section ("Option"). This Option has been granted as an integral part of this Restriction, the full consideration for which is set forth above. This Option constitutes a restriction that runs with the land and is binding in the event of a foreclosure of said Premises.
 - a. The intent of this Option is to ensure resale of the Premises at FMAV. Accordingly, the parties hereto agree to a process as follows:
 - i. In the event that the Grantor proposes to sell the Premises and enter into a bona fide Purchase and Sale Agreement with a third party for the sale of the Premises, the Grantee, at its election, shall have the right to purchase or assign the right to purchase (see subsection 7, below) the Premises from the Grantor at FMAV. Said FMAV shall be determined by:
 - a) an appraisal paid for and obtained by the Grantor conducted and in accordance with the "Guidelines for Agricultural Appraisals" prepared by the Grantee and as in effect at such time, and the terms pertaining to appraisal set forth therein. The Grantee shall have the right to disagree with the appraisal and, at its own expense, obtain its own appraisal. If the two appraisals differ, there shall be a third appraisal, the expense of which shall be equally shared between the Grantee and the Grantor, to determine the FMAV in accordance with the said "Guidelines for Agricultural Appraisers"; or, at the election of the Grantor,
 - b) an amount equal to the FMALV of the Premises determined by the appraisal relied upon for the acquisition of this Restriction ("Governing Appraisal") which sum shall then be multiplied by the Inflation Rate. The Inflation Rate shall be equal to 1 plus the fractional increase in the Consumer Price Index for all Urban Consumers, Boston, All Items (1982-1984 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor, or successor index published by the United States government appropriately correlated to the prior index by a published conversion factor, where indicated, from date of Governing Appraisal for this Restriction to the date of execution of the bona fide Purchase and Sale Agreement.

- b. In the event that the sale price as set forth in the bona fide Purchase and Sale Agreement is less than the FMAV determined by the procedures set forth in either i.a) or i.b) above, the Grantee shall have the right to purchase the Premises from the Grantor, or assign its right to purchase the Premises from the Grantor, for this lesser amount.
 - c. In the event of a subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, as approved by the Grantee, in accordance with Section III (D) (5) above, the FMAV shall be determined pursuant to paragraph 1.a.i.(a) above.
2. Upon executing a bona fide Purchase and Sale Agreement for the sale of the Premises with a third party purchaser the following procedures shall be followed:
 - a. The Grantor shall provide, at a minimum, to the Grantee:
 - i. written notice stating the Grantor's intent to sell the Premises ("Notice");
 - ii. a true, correct, complete and fully executed copy of a bona fide Purchase and Sale Agreement including any offer executed from a third party to purchase the Premises;
 - iii. a copy of the current deed; and
 - iv. the FMAV and any appraisals related thereto; or
 - v. FMAV as determined pursuant to 1.a or 1.b above.
 - b. Upon receipt of this Notice, the Grantee shall have sixty (60) days to notify the Grantor of its election to purchase the Premises at FMAV (or any lesser sale price set forth in the Purchase and Sale Agreement) or waive its rights under the Option. The Grantor shall be notified of the Grantee's election by written notice ("Notice of Election").
3. In the event that the Grantee elects to exercise this Option to purchase the Premises, the deed shall be delivered and the consideration paid at the Southern Berkshire County Registry of Deeds before 4 o'clock p.m. on or before the one-hundred-eighty (180) day after the date of mailing by the Grantee of the Notice of Election or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances, and the Premises shall be in the same condition as at the time of the Notice of Election, reasonable wear and tear and use thereof excepted. The date and time of the transfer may be amended by written mutual agreement of the parties.
4. The Grantor may sell the Premises, to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph 1.a.i above, only in the event that the Grantee:
 - a. declines in writing to exercise its rights under this Option within the specified time period; or
 - b. fails to waive its rights under this Option in writing within the specified time period; or
 - c. having elected to exercise its rights under this Option, fails to complete the purchase within the specified time period.Said sale of the Premises must take place within one (1) year of the date of the Grantee's receipt of the Notice, and be only upon the same terms and conditions as contained in said bona fide Purchase and Sale Agreement.

5. The obligations of the Grantor under this Option shall not apply where the transfer of ownership of the Premises will be a result of:
 - a. a conveyance by deed to the Grantor's spouse, parent, child(ren) or grandchild(ren) (whether by blood, marriage or adoption), siblings and/or their child(ren) or grandchild(ren) (whether by blood, marriage or adoption); or
 - b. a devise of said Premises by will or intestacy of the Grantor; or
 - c. a conveyance of an interest in the Premises to a co-owner.
6. Any notices required by this Option shall be in writing and shall be deemed delivered if delivered in hand or mailed, postage prepaid by certified mail return receipt requested, addressed in the case of the Grantor to such address as may be specified in the Notice or if none, then to the Premises, and in the case of the Grantee, to the Commissioner of the Department of Agricultural Resources, 251 Causeway Street, Suite 500, Boston, MA 02114-2151.
7. The Grantee may assign its right to purchase under this Option after providing the Grantor with a Notice of Election exercising its right to purchase, provided that the right to purchase may only be assigned to a party that, in the Grantee's opinion, will use or facilitate the use of the Premises for commercial agriculture. Any assignment shall only be effective when made in writing, signed by the Commissioner, and duly recorded with the appropriate registry of deeds.
8. Any waiver of the Grantee's rights under this Option shall be in writing, signed by the Commissioner, and in a form and format suitable for recording in the appropriate registry of deeds. This waiver shall serve to satisfy the Grantor's obligations to the Grantee under this Option with regard to the third party purchaser who entered into the bona fide Purchase and Sale Agreement referred to in Paragraph 1.a.i, above.
9. The rights and obligations of the Grantor hereunder shall inure to and be binding upon the Grantor and all successors in title.

H . ENFORCEMENT OF THIS RESTRICTION

1. The Grantor grants to the Grantee and their successors in title, the right to enter upon the Premises, including the buildings and structures on the Premises, in a reasonable manner and at reasonable times, for the purposes of inspecting the Premises to determine compliance with this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; the right to enforce this Restriction, any Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder; and the right to take any other action which may be necessary or appropriate in the determination of the Grantee, with or without order of court, to remedy or abate any violation of this Restriction, or of any Certificate of Approval, Special Permit, or of General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.

Additionally, the Grantor and the Grantee agree that the natural characteristics, ecological features, and physical and man-made conditions of the Premises on the date of this Restriction are documented in a Baseline Documentation Report prepared

by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Premises on the date of this Restriction and including reports, maps, photographs, and other documentation. The Baseline Documentation Report is incorporated into this Restriction by reference.

2. In the event of a violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, or rules, regulations and policies thereunder, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief, without prior notice to the Grantor. If a court determines that this Restriction has been violated, the Grantor will reimburse the Grantee for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and other payments ordered by such court.
3. Any forbearance by the Grantee to exercise its rights under this Restriction or its right arising from a breach of any term hereof shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same by any other term of this Restriction or of any of the Grantee's rights hereunder. No failure, delay, or omission by the Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Grantor hereby waives any defense of laches, prescription or estoppel.
4. The enforcement rights hereby granted shall be in addition to, and not in limitation of any other rights and remedies available to the Grantee for enforcement of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and rules, regulations and policies thereunder.
5. The Grantor and its successors in title, shall be jointly and severally liable for any violation of the terms of this Restriction, Certificate of Approval, Special Permit, or General Laws, Chapters 184, Sections 31 through 33 and Chapter 20, Sections 23 through 26, and rules, regulations and policies thereunder.

I. GENERAL INDEMNIFICATION

The Grantor shall indemnify and hold harmless the Grantee, its employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur relating to the Premises, which may arise from, but are not limited to, the Grantor's negligent acts or omissions or the Grantor's breach of any representation, warranty, covenant, agreements contained in this Restriction, or violations of any applicable Federal, State, or local laws including all Environmental Laws.

J. ENVIRONMENTAL WARRANTY

The Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. The Grantor further warrants that it has no actual knowledge of a

release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Premises. The Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee to the Grantor with respect to the Premises or any restoration activities carried out by the Grantee at the Premises; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by the Grantee.

The terms "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

The term "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

IV. GENERAL PROVISIONS

A. AUTHORIZATION

The foregoing Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, as amended, and Chapter 20, Sections 23 through 26, as amended, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein.

This Restriction shall be administered and enforced by the Commissioner at in his/her sole discretion as he/she may decide. Nothing herein shall impose upon the Grantee or any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Restriction does not grant to the Grantee, the public, or any other person any right to enter upon the Premises. This Restriction is in gross, exists in perpetuity, and is not for the benefit of or appurtenant to any particular land and shall not be assignable except to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. All rights and obligations of this Restriction shall run with the Premises and shall be binding upon all future owners of any interest therein. This Restriction may only be released, in

whole or in part, only by the Grantee through the procedures established in Section 32 of Chapter 184 of the General Laws, as amended, and by Article 97 of the Amended Articles of the Massachusetts Constitution and otherwise by law.

If any section or provision of this Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of this Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the Purpose of this Restriction, rules, regulations and policies, as amended, of the Grantee and the provisions of General Laws, Chapter 184, Sections 31 through 33, and Chapter 20, Sections 23 through 26, as amended. No transfer of the Premises to the Grantee or to any successor of assignee will be deemed to eliminate this Restriction pursuant to the doctrine of “merger” or any other legal doctrine.

B. NOTICE

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 pre-paid, addressed as follows:

To Grantor: Windy Hill Farm, Inc.
686 Stockbridge Road
Great Barrington, MA 01230-1270

To Grantee:
Commissioner of the Department of Agricultural Resources
251 Causeway Street, Suite 500
Boston, Massachusetts 02114-2151

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

VI. OTHER

All parties acknowledge and agree that the Grantor, its successors and assigns, retains a limited perpetual right to grant an easement over and across Parcel 2 from Route 7 a/k/a Stockbridge Road solely for the purpose of ingress and egress to the land identified as ““Other Land of Windy Hill Farm, Inc.” shown on the survey plan entitled “Approval Not Required Plan of Land in Great Barrington, Massachusetts Prepared for Massachusetts Department of Agricultural Resources” dated October 9, 2017, prepared by BEK Associates and recorded in the Berkshire

South Registry of Deeds in _____ . Said easements shall be limited to ingress and egress on foot or vehicle from Route 7 a/k/a Stockbridge Road over the area identified as “Easement 2”, “Easement 4”, and “Easement 5” on said plan.

The Grantor hereby affirms that said conveyance is not the sale of all or substantially all of the assets of the Grantor located in the Commonwealth.

No Massachusetts deed excise stamps are affixed hereto as none are required by law.

WITNESS the execution hereof under seal this _____ day of _____, 2017.

Name of Profit Corporation: Windy Hill Farm, Inc.

By

Member/President

Member/Treasurer

Printed Name
GRANTOR

Printed Name
GRANTOR

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2017.

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared the above-named Windy Hill Farm, Inc. who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose.

; Notary Public

My Commission Expires :

APPROVAL OF THE COMMONWEALTH OF MASSACHUSETTS

The undersigned John Lebeaux, Commissioner of the Department of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction with Option to Purchase at Agricultural Value granted by Windy Hill Farm Inc. to the Commonwealth of Massachusetts with respect to the Premises located in Great Barrington, Berkshire County, Massachusetts and more particularly described in Exhibit A attached hereto, has been approved in the public interest pursuant to General Laws, Chapter 184, Sections 32 through 33 and Chapter 20, Sections 23 through 26.

COMMONWEALTH OF MASSACHUSETTS

By: _____
John Lebeaux, Commissioner
Department of Agricultural Resources
GRANTEE

COMMONWEALTH OF MASSACHUSETTS

, ss _____, 2017.

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared the above-named John Lebeaux who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this approval document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Department of Agricultural Resources, as the voluntary act of said Commonwealth.

; Notary Public

My Commission Expires :

APPROVAL OF THE MUNICIPALITY

MUNICIPALITY OF Great Barrington

We, the members of the Board of Selectmen of the Municipality of Great Barrington., hereby approve the acceptance of the foregoing Agricultural Preservation Restriction granted by Windy Hill Farm, Inc., to the Commonwealth of Massachusetts (with the Municipality of Great Barrington holding the Restriction jointly with the Commonwealth), with respect to Premises, as described therein, in the public interest pursuant to Massachusetts General Laws, Chapter 184, Sections 31 through and including 33 and, Chapter 20, Sections 23 through 26.

Date:

Municipality of Great Barrington Board of Selectmen/City Council/Conservation Commission

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

COMMONWEALTH OF MASSACHUSETTS

, ss _____, 2017.

On this _____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared the above-named,

Name:

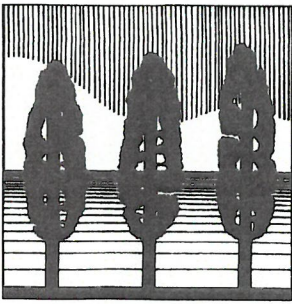
Evidence of Identification:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

and proved to me through satisfactory evidence of identification as noted above, to be the persons whose names are signed on this document (namely, Agricultural Preservation Restriction and Option to Purchase at Agricultural Value) and acknowledged to me that as duly elected or appointed members of the Great Barrington Board of Selectmen/City Council/Conservation Commission, they signed it voluntarily for (Municipality) Great Barrington for its stated purpose.

; Notary Public

My Commission Expires



BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

GREAT BARRINGTON • STOCKBRIDGE • WEST STOCKBRIDGE

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

November 17, 2017

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

RECEIVED
TOWN MANAGER

NOV 21 2017

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

Dear Selectman Stanton,

On November 2, 2017, the Berkshire Hills Regional School District School Committee voted to form an Advisory Committee to the BHRSD School Committee to continue the discussion and gather information on how to proceed with addressing the physical plant needs of the Monument Mountain Regional High School.

The Committee will be named **Monument Next Steps Committee** and will be comprised of 22 representatives from the following:

- 4 - School Committee Representative(s)
 - 1 – West Stockbridge, 1 – Stockbridge, 2 Great Barrington
- 6 – Select Board & Finance Committee Representatives
 - Select Board Representatives**
 - 1 – West Stockbridge, 1 – Stockbridge, 1 **Great Barrington**
 - Finance Committee Representative
 - 1 – West Stockbridge, 1 – Stockbridge, 1– Great Barrington
- 9 - Citizens
 - 3 - West Stockbridge, 3 – Stockbridge, 3 – Great Barrington
 - 1 - Representative with Building Background
 - 1 - Teacher Representative
 - 1 - Student Representative

We ask if you would please make a recommendation for one Finance Committee Member and one Select Board Member from your town to serve on this committee and send these names to us by noon - Wednesday, December 13, 2017. 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.

Sincerely,

Peter Dillon, Ed. D.
Superintendent of Schools

/dpt

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