

TOWN OF STOCKBRIDGE
Notice of Meeting

Board or Commission: **Board of Selectmen**

Date of Meeting: September 14, 2023

Time of meeting: 6:30 p.m.

Place of Meeting: Town Offices and Zoom
50 Main Street
Stockbridge, MA 01262

Ernest Cardillo
Select Board Chair

Agenda-

- Pledge of Allegiance
- Take action on one day alcohol license applications for Berkshire Botanical Garden on September 22nd from 3-11PM, on September 29th from 6-11PM and on December 8th from 5-8PM
- Municipal Electric Aggregation Plan – Review and approve for submittal to the Department of Public Utilities
- Appointments to the Cemetery Commission
- Announce open seat on the COA Board and COA Director position
- Intermunicipal Agreement for shared inspectional and zoning enforcement services among the Towns of Great Barrington, Lee, Lenox, & Stockbridge
- Discussion of real estate transfer fee special legislation with Leight Davis of Great Barrington.
- Project Update – Town Administrator
 - Chime Tower
 - Paving & Crosswalks
 - Ice Glen
 - Salt Shed
- Executive Session: To discuss strategy with respect to collective bargaining with the Police and DPW unions, and the Chair declares that an open meeting may have a detrimental effect on the bargaining of the public body. To conduct contract negotiations with nonunion personnel.

Join Zoom Meeting

<https://us06web.zoom.us/j/6201800714?pwd=NINjNUtCVks5>

[UGlDTUtMRIhaNFIZdz09](https://us06web.zoom.us/j/6201800714?pwd=NINjNUtCVks5)

Meeting ID: 620 180 0714

Passcode: Gstock

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

One tap mobile

+16469313860,,6201800714#,,,,*718161# US

+19292056099,,6201800714#,,,,*718161# US (New York)

Dial by your location

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

Meeting ID: 620 180 0714

Passcode: 718161

Find your local number:

<https://us06web.zoom.us/j/6201800714?pwd=NINjNUtCVks5>



Town of Stockbridge

50 Main Street, P.O. Box 417
Stockbridge, Massachusetts 01262-0417
Telephone: 413-298-4170

24-23

Board of Selectmen APPLICATION FOR SPECIAL ONE DAY ALCOHOLIC BEVERAGE LICENSE

Application Fee: \$30.00

Upon receipt of this completed application, payment and required documentation, your application will be processed. This application must be received 30 days prior to the event. Please note that submission of this application should in no way be construed as final approval or confirmation of your request. Final approval will require sign-off by the Select Board.

Event Information:

Applicant Information:

Applicant: Rachel Durgin Date: 6/2 8/21/23
Address of Applicant: 5 W Stockbridge Rd. Stockbridge, MA
Phone: 978 696 1311 Email: rdurgin@berkshirebotanical.org

Is applicant for the Entertainment License the owner of premises? ☒ Yes ☐ NO*

* If applicant is not the owner of the premises, please attach a notarized letter from property owner giving permission for such entertainment to take place.

Location / Name of Establishment: Berkshire Botanical Garden

Address of proposed entertainment: 5 W Stockbridge Rd

Manager/Owner: Thaddeus Thompson

Phone: 413 320 4772 Email: tthompson@berkshirebotanical.org

Description of the premises to be used (ie, 1st floor, patio, indoors, outdoors, etc.)

Center House

Description of location: (i.e. museum, garden, estate): garden

9/14

CHECK LIST FOR ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

- ☐ completed and signed application submitted at least 30 days prior to the event
- ☐ \$30.00 fee for each one-day license being requested (made payable to the Town of Stockbridge)

☐ Copy of Certified Bartender card

☐ Proof of Liquor Liability Insurance

☐ Floor Plan

☐ Parking Plan

☐ Control of Litter Plan

> attached

maintenance takes care of

I certify that I will be responsible for the proper observance of the Laws Governing the dispensing of such alcoholic beverages and hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.



Signature

8/21/23

Date

Office Use Only:

Date Received:

8/21/23

Payment Received: YES ☒

NO ☐

Written Approval if required:

YES ☐

NO ☐

Floor Plan Received: YES ☒

NO ☐

Liquor Liability Insurance Received: YES ☒

NO ☐

Parking Plan: YES ☒

NO ☐

Control of Litter Plan Received: YES ☒

NO ☐

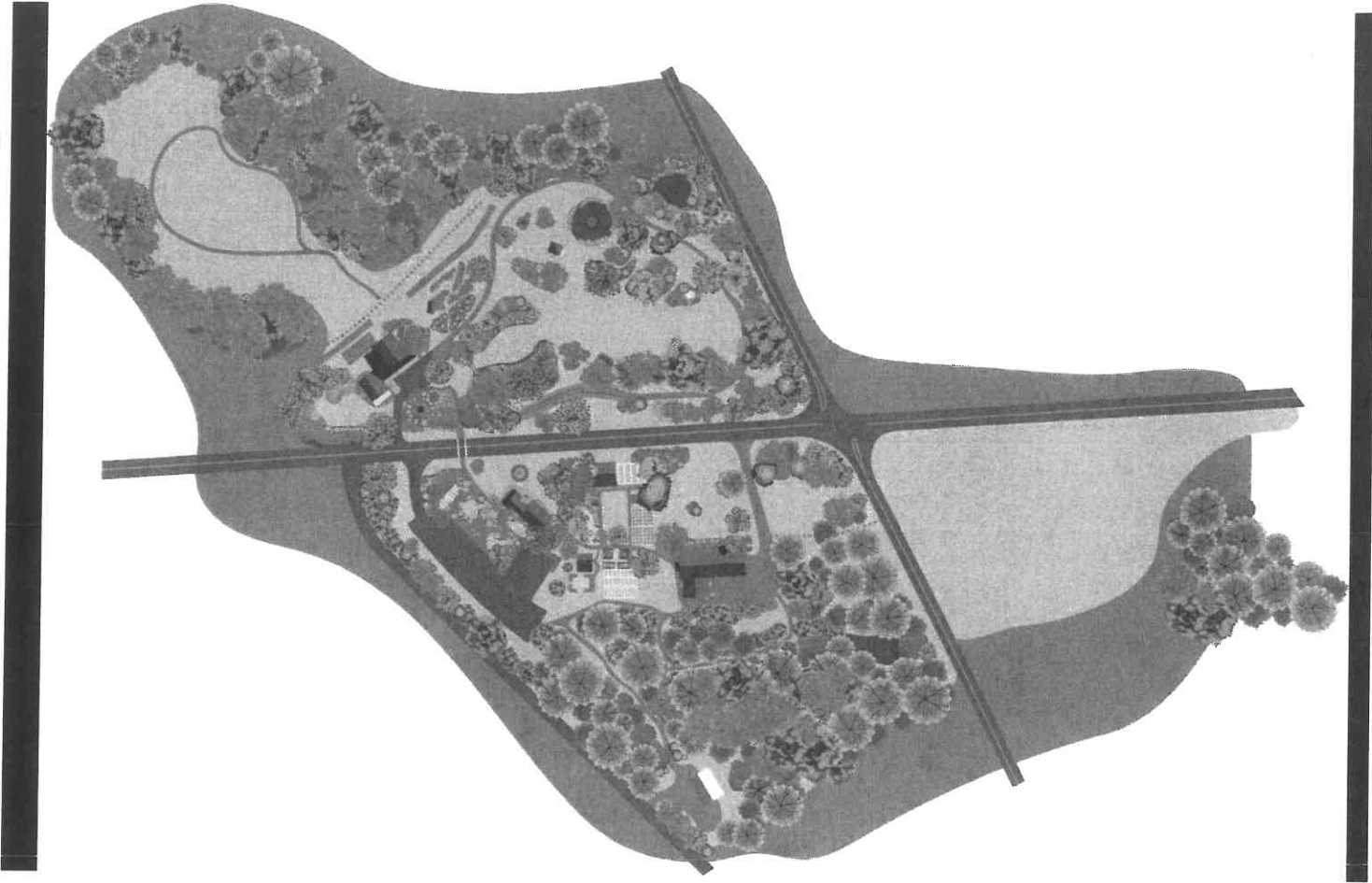
Copy of Certified Bartender Card: YES ☒

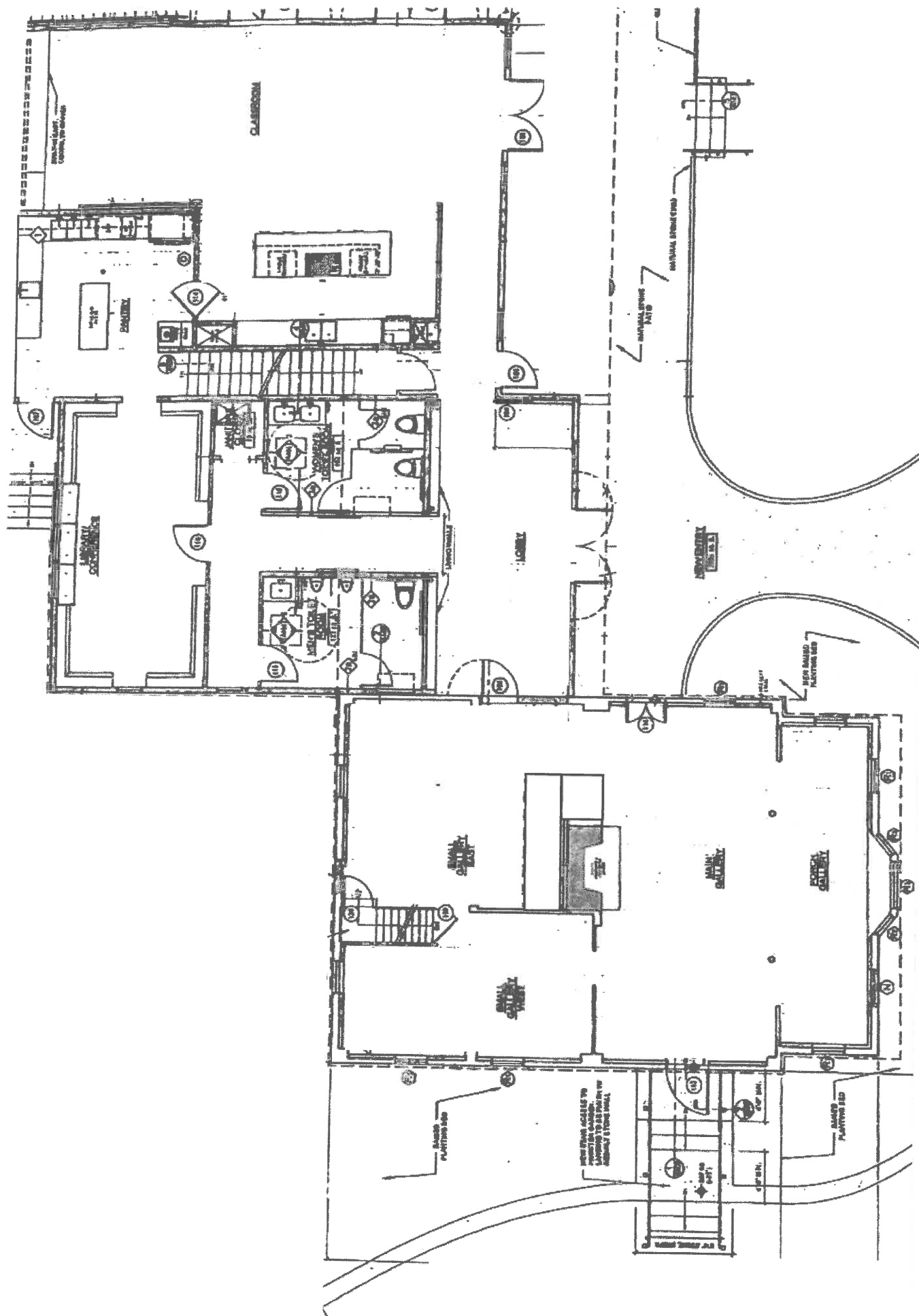
NO ☐

License Approval: YES ☐

NO ☐

Permit Issued: _____







Town of Stockbridge

50 Main Street, P.O. Box 417
Stockbridge, Massachusetts 01262-0417
Telephone: 413-298-4170

Board of Selectmen

APPLICATION FOR SPECIAL ONE DAY ALCOHOLIC BEVERAGE LICENSE

Application Fee: \$30.00

Upon receipt of this completed application, payment and required documentation, your application will be processed. This application must be received 30 days prior to the event. Please note that submission of this application should in no way be construed as final approval or confirmation of your request. Final approval will require sign-off by the Select Board.

Event Information:

Applicant Information:

Applicant: Rachel Durgin Date: ~~8/2~~ 8/30/23
Address of Applicant: 5 W Stockbridge Rd. Stockbridge, MA
Phone: 978 696 1311 Email: rdurgin@berkshirebotanical.org

Is applicant for the Entertainment License the owner of premises? ☒ Yes ☐ NO*

* If applicant is not the owner of the premises, please attach a notarized letter from property owner giving permission for such entertainment to take place.

Location / Name of Establishment: Berkshire Botanical Garden

Address of proposed entertainment: 5 W Stockbridge Rd

Manager/Owner: Thaddeus Thompson

Phone: 413 320 4772 Email: tthompson@berkshirebotanical.org

Description of the premises to be used (ie, 1st floor, patio, indoors, outdoors, etc.)

Center house

Description of location: (i.e.museum, garden, estate): garden

CHECK LIST FOR ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

- ☐ completed and signed application submitted at least 30 days prior to the event
- ☐ \$30.00 fee for each one-day license being requested (made payable to the Town of Stockbridge)
- ☐ Copy of Certified Bartender card
- ☐ Proof of Liquor Liability Insurance
- ☐ Floor Plan
- ☐ Parking Plan
- ☐ Control of Litter Plan

> attached

maintenance takes care of

I certify that I will be responsible for the proper observance of the Laws Governing the dispensing of such alcoholic beverages and hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.



Signature

8/28/23

Date

Office Use Only:

Date Received:

8/30/23

Payment Received: YES ☐

NO ☐

Written Approval if required:

YES ☐

NO ☐

Floor Plan Received: YES ☐

NO ☐

Liquor Liability Insurance Received: YES ☐

NO ☐

Parking Plan: YES ☐

NO ☐

Control of Litter Plan Received YES ☐

NO ☐

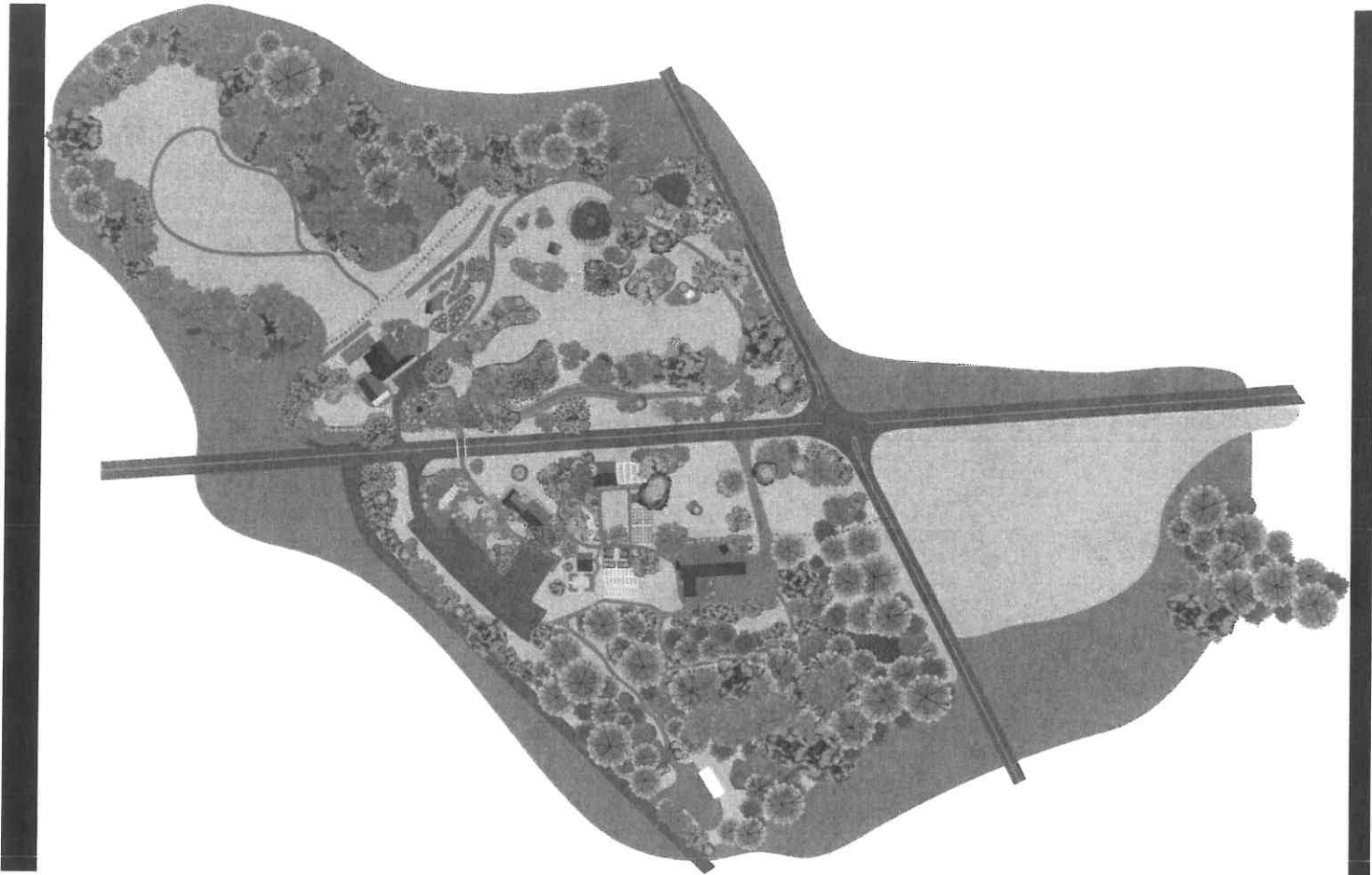
Copy of Certified Bartender Card: YES ☐

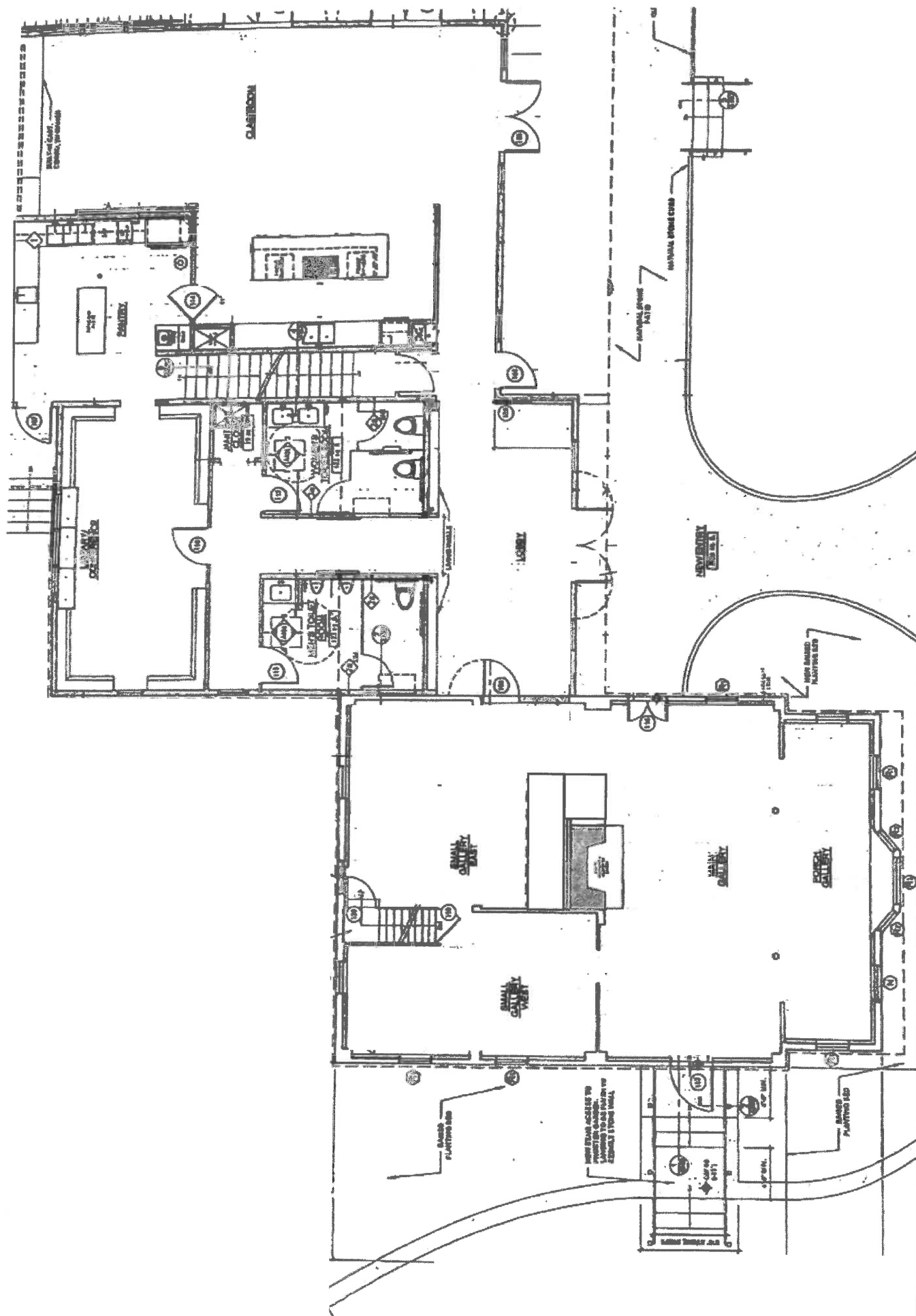
NO ☐

License Approval: YES ☐

NO ☐

Permit Issued: _____





#26



Town of Stockbridge
50 Main Street, P.O. Box 417
Stockbridge, Massachusetts 01262-0417
Telephone: 413-298-4170

dues \$30

Board of Selectmen
APPLICATION FOR SPECIAL ONE DAY ALCOHOLIC BEVERAGE LICENSE

Application Fee: \$30.00

Upon receipt of this completed application, payment and required documentation, your application will be processed. This application must be received 30 days prior to the event. Please note that submission of this application should in no way be construed as final approval or confirmation of your request. Final approval will require sign-off by the Select Board.

Event Information:

Applicant Information:

Applicant: Rachel Durgin Date: ~~10/2~~ 9/6
Address of Applicant: 5 W Stockbridge Rd. Stockbridge, MA
Phone: 978 696 1311 Email: rdurgin@berkshirebotanical.org

Is applicant for the Entertainment License the owner of premises? ☒ Yes ☐ NO*

* If applicant is not the owner of the premises, please attach a notarized letter from property owner giving permission for such entertainment to take place.

Location / Name of Establishment: Berkshire Botanical Garden

Address of proposed entertainment: 5 W Stockbridge Rd

Manager/Owner: Thaddeus Thompson

Phone: 413 320 4772 Email: thompson@berkshirebotanical.org

Description of the premises to be used (ie, 1st floor, patio, indoors, outdoors, etc.)

Description of location: (i.e.museum, garden, estate): garden

CHECK LIST FOR ONE-DAY ALCOHOLIC BEVERAGES LICENSE APPLICATION

- ☐ completed and signed application submitted at least 30 days prior to the event
- ☐ \$30.00 fee for each one-day license being requested (made payable to the Town of Stockbridge)
- ☐ Copy of Certified Bartender card
- ☐ Proof of Liquor Liability Insurance
- ☐ Floor Plan
- ☐ Parking Plan
- ☐ Control of Litter Plan

> attached

maintenance takes care of

I certify that I will be responsible for the proper observance of the Laws Governing the dispensing of such alcoholic beverages and hereby swear under the pains and penalties of perjury that the information I have given is true to the best of my knowledge and belief.



Signature

9/6/23

Date

Office Use Only:

Date Received: 9/6/24

Payment Received: YES ☐ NO ☐

Floor Plan Received: YES ☐ NO ☐

Parking Plan: YES ☒ NO ☐

License Approval: YES ☐ NO ☐

Written Approval if required: YES ☐ NO ☐

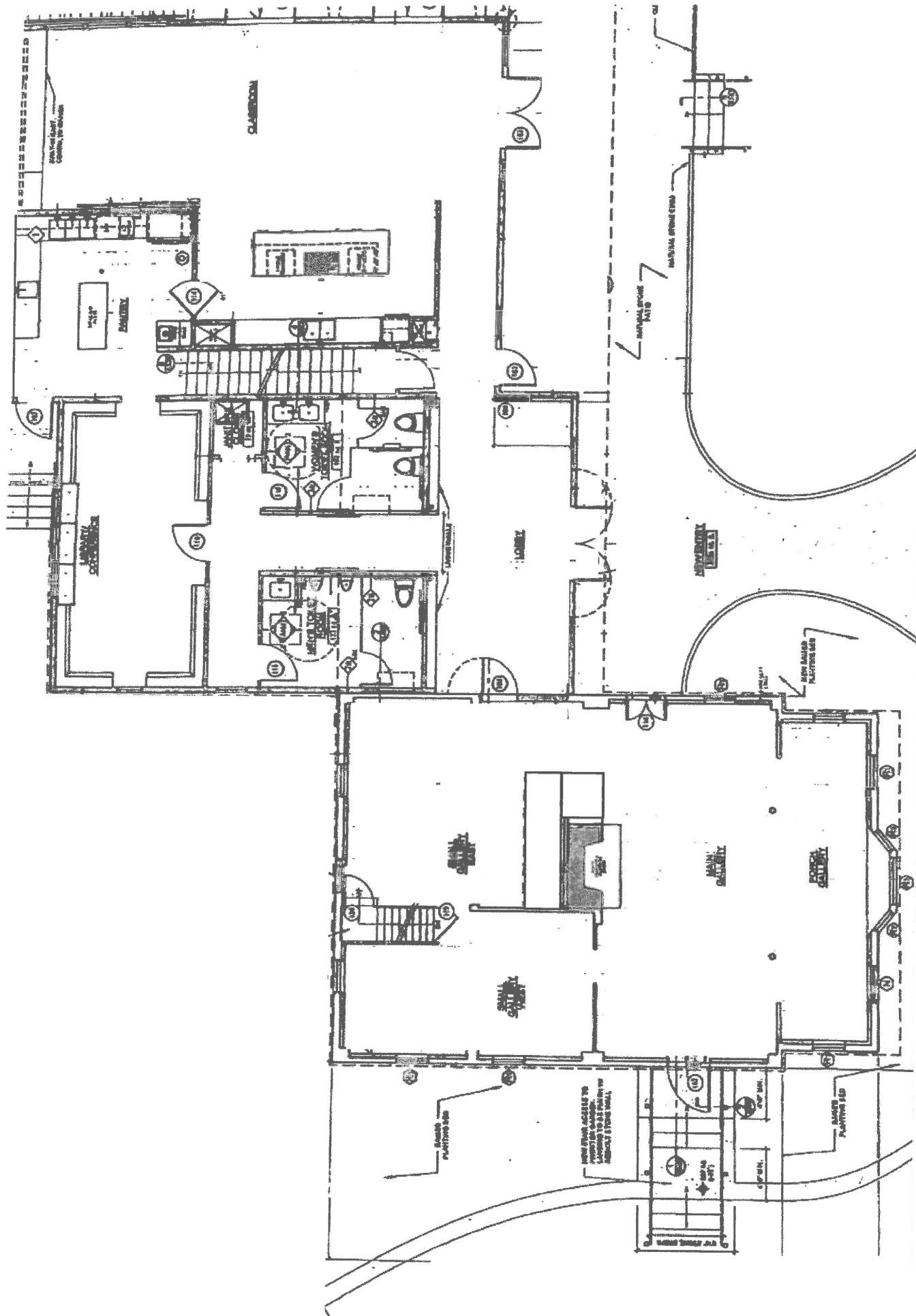
Liquor Liability Insurance Received: YES ☒ NO ☐

Control of Litter Plan Received: YES ☒ NO ☐

Copy of Certified Bartender Card: YES ☒ NO ☐


Permit Issued: _____





From: Stockbridge MA <noreply@civicplus.com>
Sent: Monday, September 11, 2023 8:15 AM
To: Selectmen
Subject: Cemetery Commission

Name: Candace Currie
Email: Clovellcurrie@gmail.com

Message: Dear Select Board, It would be an honor to continue serving on the cemetery commission for a three (3) year term under the new bylaws approved in the summer of 2023. Sincerely, Candace Currie 

****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

From: Williams, Peter
Sent: Monday, September 11, 2023 9:45 AM
To: Selectmen
Cc: Candace Currie; Marshall, Karen; White, Patrick
Subject: Cemetery Commission

To the Select Board of Stockbridge:

I would be honored to be appointed to the Cemetery Commission under the newly revised Cemetery Regulations in the Town Bylaws.

As the bylaw provides for staggered terms, a 2-year-term appointment would be fine in my case, or any other term that the Board thinks is appropriate.

Peter C. Williams, 110 Interlaken Road

From: Karen Marshall <ksmarshall03@gmail.com>
Sent: Monday, September 11, 2023 1:58 PM
To: Selectmen
Subject: Appointment to the Cemetery Commission

I would very much like to continue working on the Cemetery Commission; I ask for reappointment.

Thank you,
Karen Marshall

****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

From: Stockbridge MA <noreply@civicplus.com>
Sent: Monday, September 11, 2023 3:25 AM
To: Selectmen
Subject: Cemetery Commission

Name: Patricia E. Flinn
Email: pflinn@roadrunner.com

Message: To the Board of Selectmen, This is official notice that I am interested in being nominated for a position on the Cemetery Commission. I understand that the Laurel Hill Association will also have to nominate me as their

representative. Thank you, Pat Flinn



****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

From: Hilary Deely <hilaryhsd@gmail.com>
Sent: Monday, September 11, 2023 8:03 AM
To: White, Patrick
Cc: Candace Currie; Flinn, Pat; Karen Marshall; Peter Williams; pflinn@roadrunner.com; phildeely@gmail.com
Subject: Re: Cemetery Commission

As President of the Laurel Hill Association,
I would like to appoint Pat Flinn to a two year term on Stockbridges' Cemetery Commission, reporting back to the Laurel Hill Board meetings, monthly.
After two years, I will find a substitute, as the project interests me as well.
Thank you,
Hilary Somers Deely

**INTERMUNICIPAL AGREEMENT FOR SHARED INSPECTIONAL AND
ZONING ENFORCEMENT SERVICES
AMONG THE TOWNS OF GREAT BARRINGTON, LEE, LENOX, AND
STOCKBRIDGE, MASSACHUSETTS**

Article 1. Purpose

This Agreement is entered into pursuant to Massachusetts General Laws Chapter 40, Section 4A, by the Town of Great Barrington, a Massachusetts municipal corporation with a principal office at 334 Main Street, Great Barrington, MA 01230, and the Towns of Lee, Lenox, and Stockbridge, each Massachusetts municipal corporations with their respective principal offices at 32 Main Street, Lee, MA 01238; 6 Walker Street, Lenox, MA 01240; 50 Main Street, PO Box 417, Stockbridge, MA 01262 (each, a “Town” and collectively, the “Towns”), as authorized by a vote of the Select Board of each Town, to enable the Towns to join together to establish and administer a program of shared inspectional and enforcement services to meet the general needs of each Town and fulfill their requirements to the Commonwealth. Specifically, the Towns intend to share the services of one qualified person who will serve as a Building Commissioner as well as one or more local inspectors who shall collectively serve as staff for the Four Town Municipal Inspections Department (“Department”).

Article 2. Term

This Agreement shall take effect on the first day of October 2023, for a term running through June 30, 2026. The term may be extended for additional periods of such length as the Towns shall agree, acting through their respective Select Boards. Each Town shall give all Towns written notice of whether it wishes to extend the initial term at least ninety (90) days prior to the date of the expiration of the term, unless another notice date is mutually agreed upon by the parties in writing. A Town may withdraw from this Agreement by providing written notice to each other Town by January 1 prior to the end of the term, such termination to be effective as of 11:59 on the next following June 30th. A withdrawing Town shall remain responsible for any financial obligation incurred prior to June 30th.

Article 3. Lead Town and Procedures

The Town of Great Barrington shall act as "Lead Town" for the Towns, by employing a Building Commissioner (“Commissioner”) and one or more local inspectors. All four Towns shall provide adequate office space, equipment, physical resources, and coordination for the performance of inspectional services and zoning enforcement, as determined by the Commissioner with the unanimous concurrence of the town managers/administrators in the four Towns. The costs shall be included in the annual

assessment and allocated in accordance with Article 5. Staff in the Department shall be considered employees of the Town of Great Barrington and be accorded all applicable benefits enjoyed by other Great Barrington employees as they are or shall be established. Department staff shall be hired by Great Barrington, based upon procedures promulgated and unanimously agreed to by each of the Town's managers/administrators.

It is acknowledged and understood that the Department's base of operations will be in Great Barrington, but that the Commissioner will be available to each other Town both by virtual/remote platform connection and in-person when needed. Furthermore, it is acknowledged and understood that existing office space exists in Lee, Lenox, and Stockbridge that shall provide staff and public services substantially equivalent to expectations in existence prior to the commencement of this agreement. For that purpose, each Town shall provide such office space, physical resources, and administrative assistance as is/are necessary for the Commissioner and his/her staff to perform the services and duties of the Department. If a Town withdraws from the Agreement, resources shall be adjusted accordingly, subject to agreement of the remaining Towns, as per Article 2.

Article 4. Shared Inspectional Services

The shared inspectional services department shall provide such services as are necessary and/or appropriate to meet the state and local requirements of each of the Towns as they relate to building, zoning, and related matters of code enforcement. To that end, the Commissioner and inspectors will have enforcement jurisdiction in each Town concerning any applicable General Laws, building code, and general/zoning by-laws as may from time to time be in effect. Any hearings resulting from the actions of the Commissioner and/or inspectors shall be held by the Select Board or other appropriate authority in the community in which the action originated notwithstanding action by the Commonwealth. Similarly, any proceeds from enforcement action – such as fines or court-imposed fines or their penalties will be paid to the community in which the enforcement action took place. Any costs, such as legal fees will be paid by the community in which the enforcement action took place. Should complaints be received concerning the action of the Building Inspector/Zoning Enforcement Officer, the Town manager/administrator from the community in which the action took place will attempt to resolve the matter.

Article 5. Funding Contributions

The Towns agree to share the annual costs of all costs including, but not limited to, salary, group health insurance, workers' compensation insurance, life insurance, vacation, sick time, professional development, post-employment liability, and all other applicable benefits of a Great Barrington employee. The percentage cost allocation shall be based on each Town's percentage of permits issued in the most recent

fiscal year for which data is available, which for the remainder of the current fiscal year (FY24) shall be allocated as follows:

Great Barrington – 32%
Lee – 24%
Lenox – 26%
Stockbridge – 18%

Great Barrington shall notify each Town, no later than February 1st of each year, the total annual assessment required by each Town, to allow an annual town meeting warrant for the costs of the commissioner for the next fiscal year. Great Barrington shall issue an invoice to each Town for its cost share for the upcoming fiscal year. The invoice shall include a breakdown of the annual costs of the commissioner in sufficient detail to allow the other Towns to know the cost categories and amounts for each category.

Lee, Lenox, and Stockbridge shall pay their respective cost shares to Great Barrington in four equal installments on or before July 15th, October 1st, January 1st, and April 1st of the applicable fiscal year. By written agreement, the Towns may amend or change the amount and manner of paying the funding contributions. Great Barrington shall keep accurate records of the annual costs of the Department and the payments, reimbursements and contributions received on account thereof, which shall be available to the other Towns.

If a Town withdraws from the Agreement and the term of the Agreement continues, the funding contribution percentages of the remaining Towns shall be adjusted to reflect each remaining Town's relative share of the annual costs of the Department, subject to Article 2.

Article 6. Performance Evaluation

On an annual basis, the Commissioner shall be appraised by each Town manager/administrator, the results of which should be provided to each of the four Towns. A copy will also be included in the Commissioner's personnel file (in Great Barrington).

Article. 7 Liability, Indemnification

Pursuant to G.L. c. 40, §4A, and subject to the provisions of this Article, each Town shall be liable for the acts and omissions of its own employees and not for the employees of any other Town or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. In the event that any claims, demands, suits, causes of action, costs, or expenses arise with respect to the Department's activities pursuant to the Agreement, and to the extent provided by said Chapter 258 and other applicable law, each Town agrees to indemnify, defend and hold harmless the other Towns from and against any such claims, demands, suits, causes of action, costs, and

expenses, including reasonable attorney's fees and legal costs, but only to the extent that they arise from or relate to the negligent acts or omissions of the Town from whom indemnification is sought, or its agents, servants or employees. By entering into this Agreement, no Town has waived any governmental immunity or limitations of damages which may be extended to it by operation of law. This Agreement is by and between the Towns which have executed it and each Town confirms that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third-party beneficiary status on any person.

Article 8. Miscellaneous Provisions

- a. **Amendments:** This Agreement may be amended only by vote of the Select Boards of all the Towns, and any such amendment must be in writing and signed by each Select Board (or Town Manager/Administrator acting on behalf of a Board).
- b. **Entire Understanding:** This Agreement represents the entire understanding of the Towns with respect to its subject matter.
- c. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- d. **Dispute Resolution:** Any disputes arising under this Agreement shall be resolved through the following manner: Select Boards of each Town, shall appoint an authorized representative, within 30 business days of such written notice, to attempt to negotiate a resolution, and shall notify each other of such appointee and the date of appointment. If a resolution is not achieved within thirty (30) days of the last-appointed representative, the Towns may, by mutual agreement, submit the matter to mediation or such other non-judicial dispute resolution process to which they agree. If costs are involved, they shall be shared proportionally according to cost shares stated in Article 5. In the absence of a mediated or upon failure of a resolution sixty (60) days after the commencement of such a process, any Town may seek relief in a court of competent jurisdiction. If a Town elects to seek such relief, that Town shall bear all such costs.
- e. **Binding Effect:** The terms and provisions of this Agreement shall be binding on and ensure to the benefit of and be enforceable by the respective parties hereto, their successors and assigns.
- f. **Maximum Financial Liability:** The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated annually by each Town for said purpose.
- g. **Cooperation:** The Towns agree to fully cooperate and provide all reasonable assistance to each other in the implementation of this Agreement and performance of each Party's obligations hereunder, and to exercise all reasonable efforts to amicably resolve any disputes that may arise under this Agreement.

- h. Notice: Any notice required to be given hereunder shall be by hand delivery; USPS certified mail return receipt requested; or recognized overnight courier service, and addressed to the applicable Town at the address stated above. Notice by mail shall be deemed effective three (3) days after deposit with the Postal Service.
- i. Severability: If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, then the Towns shall be relieved of all obligations under that provision provided, however, that if the remainder of the Agreement remains sufficient to accomplish the purposes of the Agreement as provided for herein, it shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Agreement is signed by each Town by its duly-authorized representative as of the date indicated by its signature,

Town of Great Barrington

Town of Lee

By:

By:

Name:

Name:

Title:

Title:

Town of Lenox

Town of Stockbridge

By:

By:

Name:

Name:

Title:

Title: