

TOWN OF STOCKBRIDGE
Notice of Meeting

Board or Commission: **Board of Selectmen**

Date of Meeting: September 28, 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
- A Public Hearing in accordance with the provisions of MGL c148 Section §13, in regard to an application received from Jason Wild requesting the storage of 600 gallons of propane for a total of 114,640 gallons located at 9 Lee Road
- National Grid – Verizon Joint Pole Hearing – Hawthorne Road
- 310 Old Stockbridge Road – Berkshire Vanderbilt, LLC – substantial work determination.
- Harold French
 - Library removal of historical items
 - Church Street Issues
- Sign Permit for consideration – The Inn at Stockbridge
- Discussion and vote to hold a special town meeting on Monday, October 23, 2023. Articles to include:
 - Potential school consolidation
 - Senior work off program
 - Transfer Tax proposal
- Take action on a one-day entertainment license for the BSO Linde Center for a wedding on October 14th extending hours to 12:00 midnight.
- Take action on minutes from August 10th, August 24th and September 14th.

Join Zoom Meeting
<https://us06web.zoom.us/j/6201800714?pwd=NINjNUtCVks5UGlDTUtMRlhaNFZkdz09>
Meeting ID: 620 180 0714
Passcode: Gstock

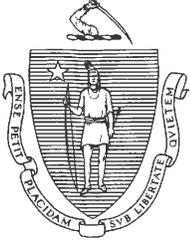
One tap mobile
+16469313860,,6201800714#,,, *718161# US
+19292056099,,6201800714#,,, *718161# US (New York)

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)

+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

Meeting ID: 620 180 0714
Passcode: 718161

Find your local number:
<https://us06web.zoom.us/j/6201800714?pwd=NINjNUtCVks5UGlDTUtMRlhaNFZkdz09>



FP-002A
(Rev. 6/23)

The Commonwealth of Massachusetts
City/Town of Stockbridge

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 9 Lee Rd. Stockbridge, MA 01202
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Berkshire Gas Company

Address of Land Owner: 115 Cheshire Rd Pittsfield, MA 01201

Use and Occupancy of Buildings and Structures: Propane Storage + Distribution / Natural Gas pipeline

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
<u>Methanol</u>	<u>1</u>	<u>600 gal</u>	<u>1-500gal container</u>	<u>drums/tank</u>

Total quantity of all flammable liquids to be stored: 600 gal

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: 114,640 gal

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 24640 gallon

List sizes and capacities of all aboveground containers used for storage: 5-3200 gal. Delivery Trucks
& 72-120 gal Vehicle tanks

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 90,000 gallon

List sizes and capacities of all underground containers used for storage: 3-30,000 gal. tanks

Total aggregate quantity of all LP-gas to be stored: 114,640 gal

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: N/A

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Jason Wild, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature [Signature] Date 8-15-2023 Name Jason Wild

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.

Fire Department Use Only

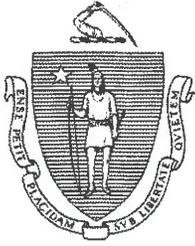
I, Vincent JAN GAROFOLI, Head of the STOCKBRIDGE Fire Department endorse this application with my

Approval Disapproval

Vincent Jan Garofoli
Signature of Head of the Fire Department

08-31-2023
Date

Recommendations: STRICT ADHERENCE TO RESTRICTIONS PROVIDED IN ATTACHED FP-002 FORM.



The Commonwealth of Massachusetts
City/Town of Stockbridge

License

Massachusetts General Law, Chapter 148 §13

FP-002
(Rev. 6/23)

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws, a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 9 Lee Rd. Stockbridge, MA 01262
Number, Street and Assessor's Map and Parcel ID

Owner of Land: Berkshire Gas Company

Address of Land Owner: 115 Cheshire Rd. Pittsfield, MA 01201

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
<u>Methanol</u>	<u>1</u>	<u>600 gal</u>	<u>1-500gal container</u>	<u>drums/tank</u>

LP-gas (Complete this section for the storage of LP-gas or propane)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 24,640 gal
List sizes and capacities of all aboveground containers used for storage 5 - 3200 gal Delivery trucks
+ 72 - 120 gal vehicle tanks

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 90,000 gal
List sizes and capacities of all underground containers used for storage 3 - 30,000 gal

Total aggregate quantity of all LP-gas to be stored: 114,640 gal

Fireworks (Complete this section for the storage of fireworks)

❖ Maximum amount (in pounds) of Class 1.3G: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____

❖ Maximum amount (in pounds) of Class 1.4: _____

Total aggregate quantity of all classes of fireworks to be stored: N/A

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

Explosives (Complete this section for the storage of explosives)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

ADDITIONAL RESTRICTIONS:

- ① EMERGENCY ACTION PLAN IN DIGITAL FORMAT TO FIRE CHIEF ANNUALLY.
- ② RECOVERED TANKS MUST BE DRAINED OF LP MINIMUM OF EVERY 2 WEEKS.
- ③ WRITTEN RECORDS KEPT AND PRODUCED ANNUALLY TO FIRE CHIEF OF RECOVERED TANKS AND PUMP OFFS
- ④ NO MORE THAN 77 120 GAL RECOVERED LP TANKS TO BE ON SITE IN STRIKE PROTECTED AREA AT ANY TIME.
- ⑤ NEW OR REFRUBISHED TANKS READY FOR INSTAL MUST BE IN STRIKE PROTECTED AREA SEPERATE FROM RECOVERED TANKS.

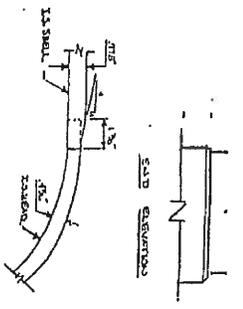
Signature of Licensing Authority

Title

Date

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.

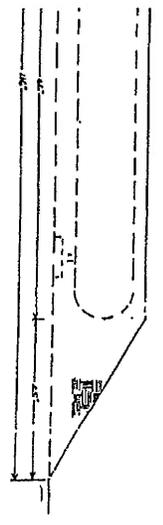
THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.



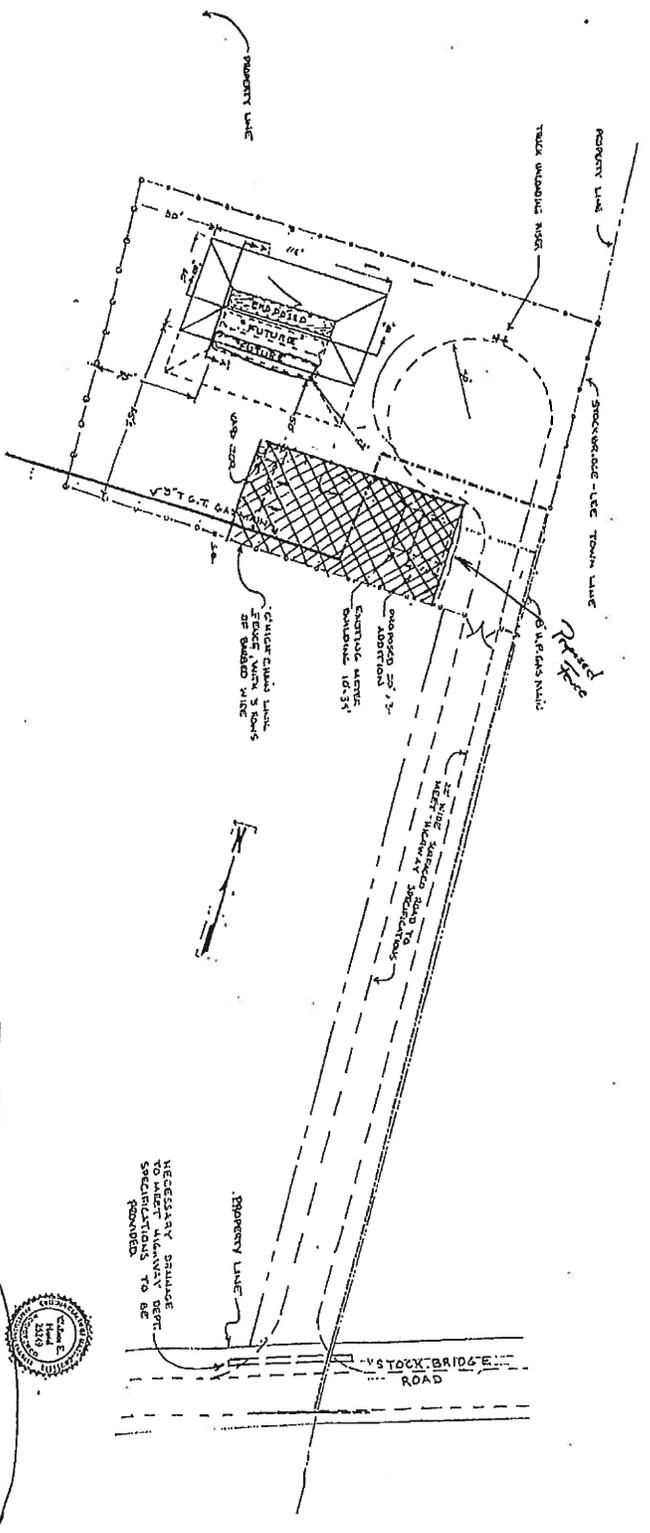
DETAIL OF HEAD TO SADDLE JOINT



TANK DETAILS



TANK SHELL ELEVATION



SCALE 1/4" = 1'-0"

PROJECT	PROPOSED 30,000 GALLON TANK
CLIENT	THE BERKSHIRE CO. OPERATIONS
LOCATION	PITTSFIELD, MASS.
DATE	APRIL 1963
DESIGNED BY	W. S. SULLIVAN
APPROVED BY	W. S. SULLIVAN
DATE	APRIL 1963



417-G-89

RECEIVED
JUL 17 4 36 PM 1973
CLERK 2

1973

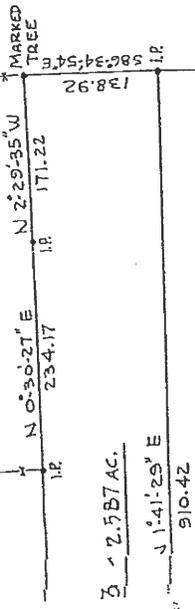
Judge of Probate
Dale H. Spencer, Jr.
CHAIRMAN STOCKBRIDGE PLANNING BOARD
Kathleen Spang
Sally Taylor
Robert G. Cole



MASS. CO-ORDINATE GRID NORTH REFERENCE

R.F. & C.P. BRINKER

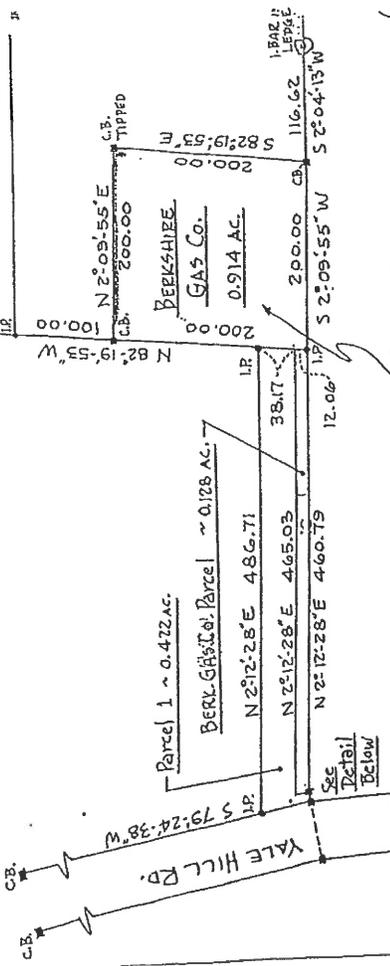
TOWN OF STOCKBRIDGE



Parcel 1 ~ 2.587 AC.

Parcel 2 ~ 5.380 AC.

DALEY, GIBSON, & BRADLEY N/E



Parcel 1 ~ 0.422 AC.

BERKSHIRE GAS CO. 0.914 AC.

TOWN OF LEE

R.R. & C.P. BRIT

S 77°42'28" W 12.46
S 79°24'38" W 58.07
S 79°24'38" W 60.04
N 8°25'55" W 9.55
N 2°12'28" E 12.46
S 2°04'13" W 116.62
S 2°04'13" W 200.00
S 82°19'53" W 100.00

Detail at Corner ~

Stockbridge and Yale Hill Roads

No Scale

Exhibit B

L.C. MULLONEY

PLAN OF LAND IN BERKSHIRE COUNTY

OWNED BY

RAYMOND R. & CLAIRE P. BRINKER

AND
THE BERKSHIRE GAS COMPANY.

Mass.

Stock bridge

May 1973

Surveyor

Pittsfield,



I hereby certify that this Land Survey was made on the ground on or about the date of this plan.

Edgar W. Phelps, Surveyor

Site Emergency Planning Questionnaire

1 Location Name: Stockbridge Plant

2 Street Address: 9 Lee Rd. Stockbridge, MA

3 Direct Telephone Number: 800-648-8681

4 Locations Manager's Name: Jason Wild or Ray Cote

Cell Phone Number: 715-223-4013 or 413-233-8383

5 Describe in detail, how will an employee **notify others** of an emergency situations (i.e. a fire):
An employee will verbally notify all personnel on site then make pertinent emergency notifications to 911.

6 Describe in detail, how will employees **be notified** in the event of a facility emergency (i.e. a fire) which would require evacuation:
Anyone in the bulk plant and office will evacuate the premises upon receiving verbal notification and will report to the primary assembly point at the main gate. If the primary point is not adequate, the personnel shall move to the secondary assembly point across Main St. near the front of AI's diner.

7 List ANY/ ALL critical operations which must be shut down by an employee **before** evacuating in an emergency situation:
Shut down product transfer operations, push emergency shut down buttons/switches.

8 Describe your site procedure to account for employees following an emergency evacuation; include who does what, when, how...
At the assembly point the designated representative shall account for all persons known to be in the terminal and office.
Enact search and rescue efforts for anyone missing with emergency responders (i.e.. Fire Dept.)

9 List the name, address, and telephone number of your:

Local Fire Department: Stockbridge FD
50 Main St. Stockbridge, MA
413-298-4179

Local Police Department: 911

Ambulance Service: 911

10 Does your facility have the following (circle correct answer):

- | | | |
|---------------------|------------|-----------|
| Smoke Detectors: | Yes | <u>No</u> |
| Fire Alarms: | Yes | <u>No</u> |
| Sprinkler System: | Yes | <u>No</u> |
| Emergency Lighting: | <u>Yes</u> | No |
| Fire Extinguishers | <u>Yes</u> | No |
| First Aid Kits | <u>Yes</u> | No |



September 7, 2023

The Board of Selectmen of Stockbridge, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding these permits, please contact:

Aaron Amouzou 781-423-3082

Sept. 28, 2023 6:30PM

Please notify National Grid's Jennifer Iannalfo of the hearing date / time to Jennifer.Iannalfo@Nationalgrid.com.

If the petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Jennifer Iannalfo; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

James Kehrer

James Kehrer
Supervisor, Distribution Design

Enclosures

Questions contact Central Design - Aaron Amouzou 781-423-3082

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen
Of Stockbridge, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Hawthorne Road - National Grid to install 1 JO pole on Hawthorne Road beginning at a point approximately 110 feet Southeast of the centerline of the intersection of Hawthorne Road and Hawthorne Street. Install new pole P91-50 at approximately 42(degrees)20'40.8"N 73(degrees)18'21.5"W.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Hawthorne Road - Stockbridge, Massachusetts.

No.# 30802590

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *James Kehrer*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *Albert E. Bessette*
Manager / Right of Way

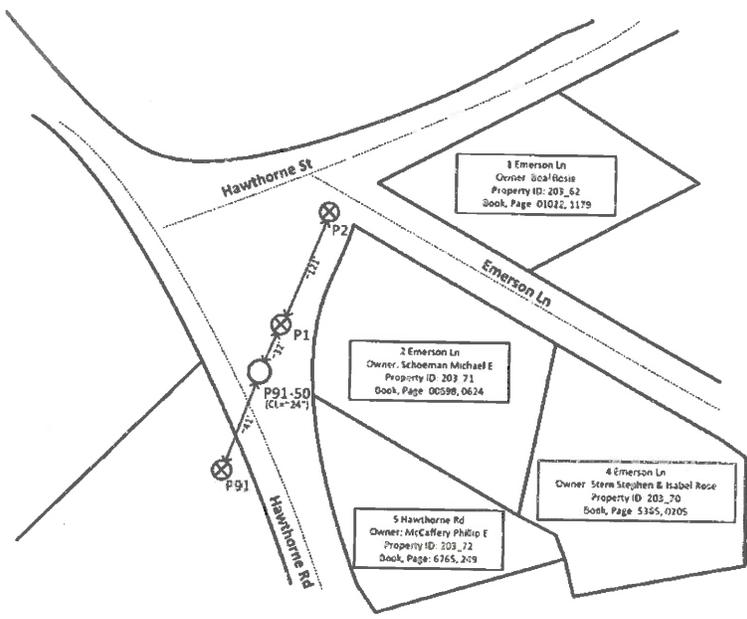
July 7, 2023

PETITION SKETCH
CITY OF STOCKBRIDGE
BERKSHIRE COUNTY



Legend

- Proposed JO Pole
- Existing JO Pole
- Center Line
- Property Line



The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

ControlPoint
DESIGN SERVICES
Designer: Aaron Amersone
aamersone@controlpoint.com
ControlPoint Technology, Inc.
2001 Edgewood Place, Foxboro, MA 02170

nationalgrid			
Petition Sketch for Pole 91-50 Hawthorne Rd Stockbridge, MA WFR30902590			
Not to Scale Distances are Approximate	Drawn By: JAB	Sketch # 1	DATE 7/6/2023

Questions contact – Aaron Amouzou 781-423-3082

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Stockbridge, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 5th day of July, 2023.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Hawthorne Road - Stockbridge, Massachusetts.

No.# 30802590

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Hawthorne Road - National Grid to install 1 JO pole on Hawthorne Road beginning at a point approximately 110 feet Southeast of the centerline of the intersection of Hawthorne Road and Hawthorne Street. Install new pole P91-50 at approximately 42(degrees)20'40.8"N 73(degrees)18'21.5"W.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the **Board of Selectmen** Of the City/Town of **Stockbridge**, Massachusetts held on the **28th** day of **September** **2023**.

Massachusetts

City/Town Clerk.

20 .

CAIN HIBBARD

Cain Hibbard & Myers PC | Counselors at Law

66 West Street, Pittsfield, Massachusetts 01201 Tel: 413-443-4771 Fax: 413-443-7694
Direct Dial: 413-629-1312 email: egoodman@cainhibbard.com

Elisabeth C. Goodman

RECEIVED

SEP 07 2023

TOWN CLERK

VIA OVERNIGHT MAIL

August 30, 2023

Board of Selectmen
Town of Stockbridge
50 Main Street, P.O. Box 417
Stockbridge, MA 01262

**Re: Special Permit for Vanderbilt Berkshire Estate LLC 310 Old Stockbridge Road,
Stockbridge and Lenox MA**

Dear Board Members:

On behalf of the property owner, Berkshire Vanderbilt, LLC, we request that the Board recognize that sufficient work was expended for the Special Permit originally granted to Front Yard LLC on September 10, 2014 for 310 Old Stockbridge Road, Lenox, MA.

The Stockbridge Special Permit authorized a renovation and hotel wing addition to the mansion formerly known as Elm Court. Eighty-seven acres of the property are located in Stockbridge and three acres, more or less, are located in Lenox. All of the frontage for this property is in Lenox.

Due to an appeal, the decision in Lenox was not issued until 2017 (the "Lenox Special Permit"). During the pendency of that appeal, the Town of Stockbridge extended the Stockbridge Special Permit to September 6, 2018. The Stockbridge Board of Selectmen further extended that special permit for two one-year periods and in September 2020, extended the Stockbridge Special Permit for two years until September 2022. Concurrent with that extension, Front Yard LLC requested and was granted a two year extension of the Lenox Special Permit thru September 9, 2022.

In 2022, Front Yard LLC filed a request for a two-year extension with this Board, seeking a request for an extension through 2024, however this request was withdrawn. Based on the Governor's Executive Order No. 69, the duration of pending permits was extended. The Stockbridge Special Permit is due to expire December 18, 2023.

Section 6.3.10 of the Stockbridge Zoning Bylaws states that a "special permit shall lapse two (2) years from the date of decision if a substantial use or construction has not begun under the permit by such date, except for good cause as determined by the special permit granting authority." Under the decision in *Spencer Solar Farm, LLC v. Zoning Board of*

CAIN HIBBARD

Cain Hibbard & Myers PC | Counselors at Law

August 30, 2023

Page 2

Appeals of Spencer, 21 MISC 435 (June 8 2022)(see copy attached), the Land Court held that the holder of a special permit had made substantial use of the special permit when it applied for and received site plan approval for the project. *Id.* at 6. The Court stated that if the permit holder had undertaken sufficient activity required by the special permit, this qualifies as substantial use. Here the permit holder has made significant investments in the building and property. Please see the chart attached as Exhibit A.

The purpose of the lapse provision is to prevent indefinite warehousing of permits by developers. And, as in this case, the provision requiring use within two years is in the disjunctive, which means either construction or substantial use must commence within two years to avoid lapse. *Id.* at 5. Based on the real and substantial expenditures made by the property owner here, there has been substantial use made under the permit.

The property owner has undertaken significant investment in this property.

We respectfully request that this matter be placed on the agenda for your next available board meeting.

Thank you for your consideration of this request.

Very truly yours,

CAIN HIBBARD & MYERS PC



Elisabeth C. Goodman

Enclosures

Vanderbilt Berkshires Estate LLC

Pre-Construction

Summary Development Incurred: 12/16/22 - 9/1/23

Type	Scope
Construction Bids/Contracts	
Notes:	<ol style="list-style-type: none"> 1. General Contractor 2. Architectural Design 3. Architectural Renderings 4. Roof Replacement 5. Dry Rot Repair 6. Eavestroughs & Downspouts 7. Exterior Painting 8. Stone Repair 9. Structural and Engineering Repairs 10. Drainage and Water Control 11. ADA Compliance 12. MEP 13. Fire, Life & Safety 14. Sprinklers 15. Landscape - Redevelop Rear Pergola . Rear Water Feature repair. Repair steps, railing and walkway to former Olmstead gardens. 16. Elevator Replacement - conversion to a larger commercial cab 17. Sewer and Water - availability and capacities onsite and offsite 19. Onsite Road 20. Parking 21. Traffic Review 22. Exterior Lighting 23. Chimney Scans 24. Sewer scans 25. Landscaping Repair and Design 26. New Commercial Kitchen 27. Inspect & evaluate existing greenhouse complex and develop options for repair and or demolition. 27. Review of all windows and determine which windows meet the energy code and procure bids to replace. Insulation: inspect existing insulation and bids to add insulation where required.
Carpentry	
Notes:	<ul style="list-style-type: none"> Repair Corbels Wall Sill Replacements Tennis Pergola Rebuild Kitchen Lighting Cabinet Door Replacements Repair of Walls, Stair and Doors Drywall Repairs Roofing Repairs Water Penetration Repairs Remove 100 years of Soot from Foyer's Signature Fireplace
Design	
Notes:	<ul style="list-style-type: none"> Architectural design and drawing of unfinished staff wings, elevator replacement, and requirements of commercial fire, life, and safety requirements.
	<ul style="list-style-type: none"> Discussions and options for existing non-conforming buildings.
	<ul style="list-style-type: none"> Development of color palettes for all public rooms and guest suites
	<ul style="list-style-type: none"> Consultation on interior paint colors, interior site planning, FF&E for public rooms/guest suites

	Preliminary design of entire property and the layout of alternative land uses keeping in mind the Scenic Mountain Act, view shed, and Wetlands.
Legal	
Notes:	Evaluation of land use alternatives; Support in reviewing highest and best use
	Reviewed and advised status, conditions and requirements of existing special permits.
	Arranged for and participated in meetings with officials in both towns
	Completed a file review and public records review
	Review and analysis of all existing legal documents & agreements
	Construction project-related ordinances review
	Evaluate town concerns
	Prepared and replied correspondence with town officials
	Review of betterment districts and other financing vehicles (such as C-Pace)
Civil Engineering	
Notes:	Planning on Sewer/Water connectivity off-site and on-site.
	Performed wetland delineation and resource area review of entire parcel.
	Performed wetland survey and began base mapping existing conditions.
	Prepared compiled existing conditions plans with constraints and opportunities.
	Prepared concept development plans.
	Prepared conceptual water and sewer usage calculations.
	Prepared opinion of probable construction costs for both onsite and offsite development concepts.
	Coordinated traffic analysis and review for potential development.
	Performed sewer inspection of Town of Lenox Municipal sewer to determine suitability for reuse.
	Coordinated with fire protection engineer for fire flow reviews.
	Performed Fire Flow tests to determine suitability of municipal water for fire protection and domestic supply.
	Prepared extended permitting and construction schedule for use in planning
Landscape Design	
Notes:	Review and analysis of property topography and adaptation of William Law Olmsted historical view sheds. Determination of types of plantings for restoration.
Bachelor Wing	
Notes:	Clean/scrub entire wing (12,000 sf)
	Repaired panel trim (base of wall)
	Repaired/build wall surrounding staircase
	Prime/paint full billiard room
	Complete renovation of Roosevelt's Billiard Table
	Construction drawings for Bachelor's bedrooms and public spaces
Housewide	
Notes:	Cleanout entire manor including attic, basement, bachelor's wing
	Deep clean public spaces (1st/2nd floor)
	Complete OS&E (operating supplies and equipment / FF&E(furniture, fixtures and equipment inventory
	Remove and donate FF&E to local charities
	Evaluation of air conditioning and design/development for new system throughout Manor House
	Evaluation of viability of 12 chimneys via chimney scans
	Remove Soot from back of fireplace
	Evaluation of development of a new elevator system (from basement to attic).
Manor Kitchen	
Notes:	Repainted kitchen and pantry
	Constructed new balcony/railings off kitchen for F&B staff
	Repaired significant damage to kitchen stairs to basement
	Repair Dining Rm/Butler Pantry doors
	Install new recessed lights - kitchen/butler pantry

	Install lighting over large kitchen island
	Install fascia boards on new kitchen deck
	Repair/replace Kitchen deck ceiling
	Install new kitchen hardware
	Costing and bidding of new kitchen/pantry floor
Manor House - Basement	
Notes:	Cleanout of large basement
	Dismantling and removal of commercial freezers
	Removal of all Boilers
	Shovel coal into Old Frig pit
	Remove Soot from Back of Fireplace
	Design of new amenity spaces
Manor Library	
Notes:	Pack and remove entire large library of books from all shelves/unpack and then replace after painting of room.
	Paint entire room, conference room/dining room, ceiling, all doors
	Paint Library Shelves
	Paint/install new shelves (4)
	Install new library cabinet doors
	Repair Wood Rot Window Sills
Manor House Music Room / Ballroom	
Notes:	Painting of entire room, ceiling doors
	Pull up/remove dance floor
	Re-Install Door at Closet
Manor Small Dining/Meeting Room	
Notes:	Cleanout Existing Office & Repurpose as small dining room/conference room. Painting, flooring, FF&E
Manor House Dining Room	
Notes:	Repair window rot - 1st Floor
	Patch/prep entry corbel for painting
	Fill dumpster w/ furniture & debris
	Repair Conservatory dble/sgl doors
	Re-attach snow melt cable at entry
	Fix fireplace (significant damage); replace mirror
	Identify and cost out large rectangular molding -murals
Manor House Guest Suites	
Notes:	Architectural room planning for each room and new design and rebuild of all bathrooms
	Develop schedule of Ensuite dimen/sq ft
	Identification of costing of all guest suite FF&E
Grounds/Exterior	
Notes:	Rebuild Tennis Court Pergola
	Removal/reinstall large marble steps at all entrances (in compliance with safety concerns)
	Hand washing all entire exterior stone
	Hand washing of entire courtyard and fountain
	Hand washing pergolas and back fountain
	Hand washing entry columns/interior courtyard walls
	Yard / grounds clean-up - extensive cleanup
	Research pool paint/patch for Rear Fountain
	Repair Wood Rot Entry Arch on drive
	Replace entry lighting
	Landscaping design for courtyard
	Cut down and remove all dead trees.
	Removed all fallen trees, branches and debris.
	Sewer scanning to solidify pipe routing and connectivity

Met with Frederick Law Olmstead Consultants

Memorandum

To: Great Barrington Selectboard Members
From: Leigh Davis
Date: September 13, 2023
Re: Proposed Special Act on Property Transfer Fees

I request that the Great Barrington Selectboard consider including a proposed Special Act establishing a real estate transfer fee upon the transfer of real property in the Town of Great Barrington to the Special Town Meeting Warrant planned for October 23, 2023.

We currently find ourselves with a need to protect and expand affordable and workforce housing. To do this, we must pursue bold and creative avenues for revenue generation without causing further challenges to those seeking to buy average-priced homes in Great Barrington.

Under current state law, the Town of Great Barrington cannot institute a transfer fee without the approval of the State Legislature. Therefore, I am first seeking the consent of the Great Barrington Selectboard to include a Home Rule Petition article on the Special Town Meeting Warrant. If Town Meeting votes in the affirmative, the Special Act will go to the Legislature to be filed. If the Legislature approves, we will have the opportunity at that time to craft the bylaw that will guide the implementation and regulation of the fee. This bylaw will then need to be passed at Town Meeting.

The proposed Special Act would allow the town to impose an up to 2% property transfer fee on select properties in town. The proposed bylaw that would subsequently be written would allow the town to impose a 1% transfer fee on the sale of properties exceeding a purchase price of \$1 million, subject to a number of exemptions. This approach gives Town Meeting the authority to regulate the proposed fee by bylaw instead of locking the Town into set parameters at the state level. It also allows flexibility to assess metrics and adjust in the future if needed.

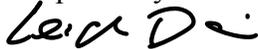
Proposal Highlights: A 1% Fee will be applied to all real estate transactions exceeding a purchase price of \$1 million. After the first year, the \$1 million threshold will annually be adjusted to reflect the Consumer Price Index for the area, thereby protecting homeowners as their nest eggs grow. The Fee will be split between the buyer and seller; each is responsible for one-half of one percent of the sale price. Fee revenue would replenish the Affordable Housing Trust Fund each year, providing a reliable annual revenue stream to leverage additional funds and better plan strategically. Exempt from the fee shall be, among other things, transfers between family members, transfers for a value of less than \$100, transfers as a result of marital dissolution, transfers between governmental units, and transfers for affordable housing. Annual Reports will detail Transfer Fee revenue and housing impacts.

A Case For A Special Town Meeting Vote: The timing of an October vote is critical. With worsening housing costs and unaffordability trends, Governor Healey is anticipated to introduce an omnibus housing bill this fall, including language for all pending Real Estate Transfer Fee Home Rule Petitions to move forward. Governor Healey's enthusiasm for attacking the housing crisis has made advocates hopeful that the decade-long logjam will break this session. Joint Housing Committee Chair, Senator Lydia Edwards, also indicated this building momentum during her visit to Great Barrington last week.

A Seat At The Table: Amherst is currently the only municipality outside the Cape, Islands, or Eastern Massachusetts to file a Home Rule Petition. Western Massachusetts is being left out of the conversation. The more Western Massachusetts municipalities that file petitions, the more our region's interests and needs will be considered. For example, at the state level, some bills establish the fee only for transfers over \$2 million, which may work for Nantucket but not in Great Barrington. If Great Barrington acts swiftly, it is more likely that its Petition will be included in the hearings with the other bills and considered in the same early round. In short, Great Barrington should be at the table to negotiate the omnibus housing bill and should have its home rule petition considered at the earliest opportunity.

With a Special Town Meeting for a potential school district merger planned, with an estimated cost of \$5,000, it makes sense to include a transfer fee home rule petition vote on the Warrant. Higher attendance at the Special Town Meeting means increased engagement; both articles are inextricably linked and focused on ensuring that the sustainability and vitality of this community are kept alive for future generations. As repeatedly noted by school administrators, housing costs have made recruitment efforts difficult for the local school districts. Housing is a very real piece of enhancing educational opportunities for our students.

Respectfully Submitted,



Leigh Davis

Vice Chair, Great Barrington Selectboard

September 13, 2023

An Act establishing a real estate transfer fee upon the transfer of property in the Town of Great Barrington.

SECTION 1. Except where otherwise exempted pursuant to this act, the Town of Great Barrington may, by bylaw, impose a fee of up to 2 per cent (2%) of the purchase price upon the transfer of: (i) any real property interest in the Town of Great Barrington; or (ii) a controlling interest in a trust, limited liability company or other entity that directly or indirectly holds an interest in any class of real property situated in the Town of Great Barrington. The Town of Great Barrington may define by bylaw what constitutes a controlling interest and the calculation of the fee.

SECTION 2. The following transfers of real property interests shall be exempt from the fee established in section 1: (i) transfers to or from the federal government, the Commonwealth, the Town of Great Barrington, and any of their instrumentalities, agencies or subdivisions, including the Great Barrington Housing Authority; (ii) transfers of real property subject to an affordable housing restriction; (iii) transfers made without additional consideration to confirm, correct, modify or supplement a transfer previously made; (iv) transfers with consideration under \$100; and (v) transfers between family members, as may be defined by bylaw.

Except as otherwise provided, the purchaser shall have the burden of proof that any transfer is exempt under this section. Any otherwise exempt transfer shall not be exempt in the event that such transfer, whether by itself or as part of a series of transfers, was made for the primary purpose of evading the fee imposed by section 1.

The town shall not, by bylaw or otherwise, eliminate or reduce any exemption set forth in this act.

SECTION 3. The fee shall be paid to the Town of Great Barrington. The Town shall deposit all fees received hereunder with the Town treasurer/collector. The treasurer/collector shall deposit all fees collected in each fiscal year in the Great Barrington Affordable Housing Trust Fund, established pursuant to section 55C of chapter 44 of the General Laws.

SECTION 4. The Town of Great Barrington shall have such remedies to collect the fee as provided by law with respect to the collection of real property taxes. The town may, by bylaw, adopt additional requirements, exemptions, and regulations to implement or enforce said fee, consistent with this act.

SECTION 5. A copy of the deed or other instrument evidencing such transfer shall be provided to the Town of Great Barrington and shall be accompanied by: (i) an affidavit signed under oath or under the pains and penalties of perjury by the purchaser and seller attesting to the purchase price; (ii) the applicable fee owed or, if applicable, an affidavit of intent to seek one of the permissible exemptions, as described in section 2, for that property by the purchaser; and (iii) the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from said fee. Upon receipt of the transfer fee or satisfactory evidence of exemption, the town or its designee shall promptly thereafter issue a certificate indicating that the fee has been paid or that the transfer is exempt from the fee. The Southern Berkshire Registry of Deeds shall not record or register a deed unless the deed is accompanied by such certificate.

SECTION 6. This act shall take effect upon its passage.

SAMPLE BYLAW

Great Barrington Real Estate Transfer Fee

A. Definitions. For purposes of this bylaw, the words and phrases set forth in this section shall have the following meanings:

1. “Affordable housing” is defined for purposes of this bylaw as housing developments that meet the needs of households with incomes up to 100 percent area median household income as most recently determined by the United States Department of Housing and Urban Development, adjusted for household size and subject to the exceptions to this income limit provided for in Section 4 herein (a “Qualifying Household”). The “Area” means the Berkshire County, MA (part) HUD Metro FMR Area or non-metropolitan area that includes the Town, as determined by HUD. The “Area Median Income” means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.
2. “Housing Fund” shall mean any special purpose fund or funds authorized and established pursuant to the provisions of Chapter forty-four of the General Laws or any other general or special law for the purpose of creating and preserving affordable housing and/or attainable housing in the Town.
3. “Purchaser” shall mean the transferee, grantee, or recipient of any real property interest.
4. “Purchase price” shall mean all consideration paid or transferred by or on behalf of a purchaser to a seller or his or her nominee, or for his or her benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his or her nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.
5. “Real property interest” shall mean any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter 183A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction;

any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

6. "Seller" shall mean the transferor, grantor, or immediate former owner of any real property interest.
7. "Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.
8. "Town" shall mean the town known as the Town of Great Barrington.

B. Fee.

1. There is hereby imposed a fee equal to one percent (1%) of the purchase price exceeding \$1,000,000 upon the transfer of any real property interest or the transfer of a controlling interest in a trust, limited liability company, or other entity that directly or indirectly holds an interest, in any real property situation in the town known as the Town of Great Barrington, as follows:
 - a. a fee in the amount of one-half percent (.5%) of said purchase price shall be due and payable by the seller; and
 - b. a fee in the amount of one percent (.5%) of said purchase price shall be due and payable by the purchaser.
2. After the first year of the effective date of this bylaw, the exempted portion of the purchase price shall be increased annually based on the Consumer Price Index, as defined in section 1 of the Internal Revenue Code as codified in 26 U.S.C. section 1, for urban consumers in Berkshire County as of January of each year. The exempted portion of the purchase price as determined annually based on the Consumer Price Index shall become effective for sales occurring on or after April 1.
3. The fee shall be paid to the Town of Great Barrington. The Town shall deposit all fees received hereunder with the Town treasurer/collector. The treasurer/collector shall deposit all fees collected in each fiscal year in the Great Barrington Affordable Housing Trust Fund established pursuant to section 55C of chapter 44 of the General Laws.

C. Exemptions.

1. **Exempt Transfers.** The following transfers shall be exempt from the fee:
 - a. Transfers to or from the federal government, the Commonwealth, the town known as the Town of Great Barrington, and any of their instrumentalities, agencies, or subdivisions, including the Great Barrington Housing Authority.
 - b. Transfers of real property subject to an affordable housing restriction.
 - c. Transfers made without additional consideration to confirm, correct, modify, or supplement a transfer previously made.
 - d. Transfers with consideration under \$100.00.

- e. Transfers between family members, including spouses, parents and children, grandparents and grandchildren, step-parents and step-children, siblings, or step-siblings.
- f. Transfer to the trustees of a trust in exchange for a beneficial interest received by the purchaser in such trust; and distributions by the trustees of a trust to the beneficiaries of such trust.
- g. Transfers by operation of law without actual consideration, including but not limited to transfers occurring by virtue of the death or bankruptcy of the owner of a real property interest.
- h. Transfers made in partition of land and improvements thereto, under chapter two hundred and forty-one of the General Laws.
- i. Transfers to a mortgagee in foreclosure of the mortgage held by such mortgagee, and transfers of the property subject to a mortgage to the mortgagee in consideration of the forbearance of the mortgagee from foreclosing said mortgage.
- j. Transfers consisting of the division of marital assets under the provisions of section thirty-four of chapter two hundred and eight of the General Laws or other provisions of law.
- k. Transfers of property consisting in part of real property interests situated in Great Barrington and in part of other property interests, to the extent that the property transferred consists of property other than real property situated in Great Barrington; provided that the purchaser shall furnish the Town with such information as it shall require or request in support of the claim of exemption and manner of allocation of the consideration for such transfers.

D. Failure to Pay. Penalties. Remedies.

- 1. A purchaser who fails to pay all or any portion of the fee established by section two on or before the time when the same is due shall be liable for the following additional payments in addition to said fee:
 - a. Interest: The purchaser shall pay interest on the unpaid amount of the fee to be calculated from the time of transfer at a rate equal to fourteen percent per annum.
 - b. Penalties: Any person who, without fraud or willful intent to defeat or evade a fee imposed by this chapter, fails to pay all or a portion of the fee within thirty days after the time of transfer, shall pay a penalty equal to five percent (5%) of the outstanding fee as determined by the Town for each month or portion thereof thereafter that the fee is not paid in full; provided, however, that in no event shall the amount of any penalty imposed hereunder exceed twenty-five percent (25%) of the unpaid fee due at the time of transfer. Whenever the Town determines that all or a portion of a fee due under this chapter was unpaid due to fraud with intent to defeat or evade the fee imposed by this chapter, a penalty equal to the full amount of said fee as determined by the Town shall be paid by the seller in addition to said fee.

2. The Town shall notify the purchaser and the seller by registered or certified mail of any failure to discharge in full the amount of the fee due under this Act and any penalty or interest assessed. The Town shall grant a hearing on the matter of the imposition of said fee, or of any penalty or interest assessed, if a petition requesting such hearing is received by the Town within thirty days after the mailing of said notice. The Town shall notify the purchaser and the seller in writing by registered or certified mail of its determination concerning the deficiency, penalty, or interest within fifteen days after said hearing. Any party aggrieved by a determination of the Town concerning a deficiency, penalty or interest may, after payment of said deficiency, appeal to the district or superior court within three months after the mailing of notification of the determination of the Town. Upon the failure to timely petition for a hearing, or appeal to said courts, within the time limits hereby established, the purchaser and seller shall be bound by the terms of the notification, assessment, or determination, as the case may be, and shall be barred from contesting the fee, and any interest and penalty, as determined by the Town. All decisions of said courts shall be appealable. Every notice to be given under this section by the Town shall be effective if mailed by certified or registered mail to the purchaser or the seller at the address stated in a recorded or registered instrument by virtue of which the purchaser holds any interest in land, the transfer of which gives rise to the fee which is the subject of such notice; and if no such address is stated or if such transfer is not evidenced by an instrument recorded or registered in the public records in Berkshire County, such notice shall be effective when so mailed to the purchaser or seller in care of any person appearing of record to have a fee interest in such land, at the address of such person as set forth in an instrument recorded or registered in Berkshire County.
3. All fees, penalties, and interest required to be paid pursuant to this chapter shall constitute a personal debt of the purchaser and may be recovered in an action of contract or in any other appropriate action, suit or proceeding brought by the Town; said action, suit or proceeding shall be subject to the provisions of chapter two hundred and sixty of the General Laws.
4. If any purchaser liable to pay the fee established by this act neglects or refuses to pay the same, the amount, including any interest and penalty thereon, shall be a lien in favor of the Town upon all property and rights to property, whether real or personal, belonging to such purchaser. Said lien shall arise at the time of transfer and shall continue until the liability for such amount is satisfied. Said lien shall in any event terminate not later than six years following the time of transfer. Said lien shall not be valid as against any mortgagee, pledgee, purchaser or judgment creditor unless notice thereof has been filed by the Town (i) with respect to real property or fixtures, in the registry of deeds for Berkshire County, or (ii) with respect to personal property, in the office in which a security or financing statement or notice with respect to the property would be filed in order to perfect a nonpossessory security interest belonging to the person named in the relevant notice, subject to the same limitations as set forth in section fifty of chapter sixty two C of the General Laws.
5. Purchasers or sellers applying for an exemption under Section C shall be required at the time of application for exemption to execute an agreement legally binding on the applicant: (1) assuming complete liability for any fee, plus interest and penalties if any, waived on account of an allowed exemption subsequently determined to have been

invalid, and (2) submitting to the jurisdiction of the trial court of the commonwealth sitting in Berkshire County. Fees, plus interest and penalties if any, shall be calculated as of the date of the initial property transfer. Execution of the above-described agreement shall not be required of any mortgagee, pledge, purchaser, or judgment creditor unless notice of the agreement has been recorded or filed by the Town. In any case where there has been a refusal or neglect to pay any fee, interest or penalties imposed by this act, whether or not levy has been made, the Town, in addition to other modes of relief, may file a civil action in a district or superior court of Berkshire County to enforce the lien of the Town under this section with respect to such liability or to subject any property of whatever nature, of the delinquent, or in which he has any right, title or interest, to the payment of such liability. The Town may issue a waiver or release of any lien imposed by this section. Such waiver or release shall be conclusive evidence that the lien upon the property covered by the waiver or release is extinguished.

6. If the Town has determined that a fee is due by asserting the application of the evasion of fee doctrine described in Section D(1)(b), then the purchaser shall have the burden of demonstrating by clear and convincing evidence as determined by the Town that the transfer, or series of transfers, possessed both: (i) a valid, good faith business purpose other than avoidance of the fee set forth in Section C(1) and (ii) economic substance apart from the asserted fee avoidance benefit. In all such cases, the purchaser shall also have the burden of demonstrating by clear and convincing evidence as determined by the Town that the asserted non-fee-avoidance business purpose is commensurate with the amount of the fee pursuant to Section D(2) to be thereby avoided.

E. Certificate of Payment.

1. Upon receipt of payment of the applicable fee, the Town or its designee, shall promptly execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Berkshire County shall neither record nor register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. Failure to comply with this requirement shall not affect the validity of any instrument. The fee imposed hereunder shall be due simultaneously with the time of the transfer upon which it is imposed. Notwithstanding the foregoing, whenever there is a conveyance of real property interests and a conveyance of personal property related thereto at or about the same time, the allocations of payments between real estate and personal property agreed to by the purchaser and seller shall not determine the amount of the fee due pursuant to this section; instead, the Town may require payment of the fee referred to in real property interests so conveyed as determined by the Town.
2. At any time within seven days following the issuance of the certificate of payment of the fee imposed by section two, the purchaser or his or her legal representative may return said certificate to the Town or its designee for cancellation, together with an affidavit signed under oath or under the pains and penalties of perjury that the transfer, with respect to which such certificate was issued, has not been consummated, and thereupon the fee paid with respect to such transfer shall be forthwith returned to the purchaser or his or her legal representative.

F. Annual Report.

The Town of Great Barrington shall prepare and issue an annual report that: (i) identifies fee receipts; (ii) quantifies affordable housing programs funded, including type and purpose; and (iii) evaluates the impact of said affordable housing programs, including but not limited to, to the extent reasonably possible and permitted by applicable law, the number and demographics of individuals and families served as well as measures of housing stability and wealth generation in the community.