

TOWN OF STOCKBRIDGE
Notice of Meeting

Board or Commission: **Board of Selectmen**

Date of Meeting: June 22, 2023 Time of meeting: 6:30 p.m.

Place of Meeting: Town Offices and Zoom Ernest Cardillo
50 Main Street Select Board Chair
Stockbridge, MA 01262

Agenda-

- Pledge of Allegiance
- Special Permit Hearing for the property of Loretta Tenuta located at 9 Birch Lane
- Take action on one-day alcohol applications for:
 - Norman Rockwell Museum for a Wedding on August 19th from 5-11PM
 - Berkshire Botanical Garden for:
 - A graduation on July 28th from 5-8PM
 - A Festival on October 7th & 8th from 8AM-5PM
 - A Reception on July 19th from 5-8PM
 - A Fundraiser on July 8th from 5-8PM
- Short Term Rental – Software and status
- Municipal Aggregation Program – Contract with consultant – Colonial Power
- Stockbridge Affordable Housing Trust - Housing Production Plan – Authorize the use of funds remaining toward Pine Woods for playground improvements.
- Low Income Household Water Assistance Program – Authorize Agreement
- Appoint Alternate Rest of the River – Michael Canales
- Second home owners meeting date.
- Annual Appointments

Join Zoom Meeting
<https://us06web.zoom.us/j/6201800714?pwd=NlNjNUtCVks5UGlDTUtlMRlhaNFJldz09>
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/keahG2y9E2>



**Town of Stockbridge
Special Permit Application (6.1.2)**

(\$200 Application Fee plus the cost of publication of notice of public hearing and postage costs paid by applicant prior to hearing)

RECEIVED
MAY 09 2023
TOWN CLERK

Application for: Extension, Alteration, Reconstruction, or Change of Use of Nonconforming Structures, Uses and Lots per zoning bylaw section 6.1.2:

Application is hereby made to the **Board of Selectmen** by:

Applicant (name): Loretta Tenuta

Applicant Signature: *Loretta Tenuta*

Applicant Mailing Address: 4 Smith Rd., P.O. Box 511, West Stockbridge, MA

Applicant phone and email: _____

On the _____ day of _____, 2023 for property shown on the Stockbridge

Assessors Map # 101, Lot # 57 Book 6022, Page 174, Zoning District R2

Owner of property: Loretta Tenuta

Owner's signature: *Loretta Tenuta*

Address of property: 9 Birch Lane, Stockbridge

Mailing Address: 4 Smith Rd., P.O. Box 511 West Stockbridge, MA

Description of property: 27,744 sq ft lot in Beachwood

Present use of property: single family dwelling

Project Description: Reconstruction of pre-existing non-conforming single family dwelling

Appropriate Section of Zoning Bylaw: 6.1.2 (c)

Describe the reason you believe that the lot and/or structure to be in nonconformance with the current Zoning Bylaw: i.e. lacks frontage, lacks area square footage, height of structure, infringement on setbacks:

SEE ADDENDUM

1. Attach six sets of scale drawings or prepared site plan with measurements showing the existing conditions and proposed changes, including location, size and height of proposed building.
2. Also attach six plot plans showing the locations of all structures and buildings with scaled measurements to all lot lines and between all structures,
3. along with a total of five copies of this application, **six complete sets of documents.**
4. Submit **digital plans** and application to: selectmen@stockbridge-ma.gov

All applications must be accompanied by seven complete sets of documents, all areas of the above form must be completed and submitted to the Town Clerk with the proper fee paid, or the application will be deemed to be incomplete and returned to the applicant.

ADDENDUM TO SPECIAL PERMIT APPLICATION

Section 6.1.2 - Board of Selectmen

M.G.L., ch. 40A, §6

Loretta Tenuta

Applicant/Owner

Property Location: 9 Birch Lane, Stockbridge, MA

The applicant is the owner of a parcel of land containing a one story dwelling in the **R-2** zone with 27,744 square feet and 72.26 feet of frontage on Birch Lane and 299.24 feet of frontage on Arthur Fiedler Lane. The property is pre-existing non-conforming with regard to frontage and acreage and the dwelling is pre-existing non-conforming with regard to the easterly side yard setback, the westerly side yard that is also on a street. The applicant is seeking a special permit under Section 6.1.2 to demolish the existing dwelling and reconstruct a new two story structure that will diminish the existing easterly and westerly side yard set backs. The new construction will also comply with the current lot coverage and height requirements of the zoning bylaw.

Section 6.1.2 provides that *“The Board of Selectmen may authorize by special permit , any change, extension, alteration or reconstruction of a pre-existing nonconforming structure or use to provide for its use for substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent, if such change, extension or alteration or reconstruction will not be in greater nonconformity with open space, yard and off street parking requirements or any other requirements of this bylaw, provided that the selectmen find in accordance with Chapter 40A of the General Laws that such extension, alteration, reconstruction will not be more detrimental than the existing nonconforming structure or use to the neighborhood”* .

Section 6.1.2 further provides that *“For purposes of this subsection, the following examples shall be deemed not to be in greater nonconformity with open space and yard requirements:*

(c) A... reconstruction that increases the footprint of a pre-existing nonconforming structure if said ... reconstruction is no closer to the lot line than the closest point of the existing structure and the resulting structure complies with the applicable maximum lot coverage requirements set forth in section 5.5.”

The following is a summary of the existing and proposed setbacks for the garage/barn, lot coverage and height.

ZONING TABLES

DISTRICT: R2 (TAX MAP #101, LOT #57)			
REQUIREMENT		EXISTING	PROPOSED
LOT WIDTH/FRONTAGE:		72.26	N/C
MIN. SET BACK	FRONT (N):	40'	91.5' ±
	SIDE (W):	40'	94.0 ±
	SIDE (E)	15.9 ±	16.5 ±
	REAR (S):	35'	20.0 ±
BUILDING HEIGHT:		152.0'±	160.0 ±
		>35' ±	28.5 ±

Included with this submission is a “Survey of Land in Stockbridge Massachusetts Prepared for Loretta Tenuta September 2, 2022” by Taconic Land Consultants showing the existing conditions and locations of all structures and buildings; floor plans prepared by Creative Building Solutions showing the footprint of the Existing House with it’s lot coverage of 1,414.93 sq.ft., the footprint of the proposed new structure of 1,005.84 sq. ft, existing house and proposed house elevations; and Stockbridge Assessors Map 101 showing the site in proximity to other lots; and deed to the current owner.

The existing lot size is 27,744 sq. ft.; therefore based upon 10% lot coverage, a dwelling with a footprint of 2,774 would be allowed, but the proposed reconstructed dwelling will be 1,005.84 sq.feet. Based upon the lot size, the 20% density allowed would be 5,548 sq ft. and the proposed density of the 2 story dwelling, including the deck, will be 1,895 sq feet.

The applicant is applying to the Stockbridge Historic Preservation Commission for an Application for Demolition.

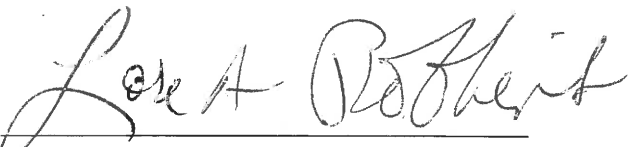
The proposed reconstruction is in compliance with Section 6.1.2 as follows:

- 1. The new structure will not be in greater nonconformity with respect to the east and west side yard setbacks, both of which are currently 15.9 feet and will in fact be making the building more conforming by reconstructing it to more than 20

feet away from the property line on one side and 16.5 feet on the other side and will be in compliance with off-street parking requirements, front yard, building height, lot coverage and lot density.

2. The reconstruction will not be substantially more detrimental than the pre-existing, nonconforming structure or use to the character of the neighborhood. The current dwelling is in disrepair. The new structure will be a much more appealing building.
3. The proposed alteration and reconstruction is in conformity with Section 6.3.6 as follows:
 - a. The alteration is in compliance with all provisions and requirements of the bylaw, and in harmony with its general intent and purposes. The new two-story structure will **not** be in greater nonconformity with open space, yard and off street parking requirements and will **not** be more detrimental than existing nonconforming structure to the neighborhood. The upgrading of property in Stockbridge is consistent with Section 1.3, Purposes, as it will conserve the value of land and buildings within the town.
 - b. The proposed alteration and reconstruction is essential and desirable to public convenience and welfare at the proposed location. The upgrading of the existing structure is a benefit to the public.
 - c. The alteration and reconstruction will not be detrimental to adjacent uses or to the established or future character of the neighborhood. The existing structure is a single family dwelling and the reconstructed structure will be a single family dwelling, which is consistent with the established character of the neighborhood. All finish elements of the architecture of the proposed structure have been proportionately designed to complement its setting and the character of the other structures in the neighborhood, so that there will not be any adverse impact on the environment, public health or safety.
 - d. The addition will not create undue traffic congestion or unduly impair pedestrian safety. The use as a single family dwelling will not change, therefore the reconstruction will not have an adverse impact on vehicular or pedestrian traffic.
 - e. The proposed expansion will not overload any public services to the location. The new structure will continue to be served by a private well located on the lot and town sewer.

Loretta Tenuta
Applicant/Owner

By: 
Lori A. Robbins, Esq.

Heller & Robbins PC
36 Cliffwood Street, P.O. Box 823
Lenox, MA 01240
413-637-2255

Note: all parcels are subject to and with the benefit of all rights, conditions, restrictions, easements, issues, encumbrances and appurtenances on record as well as those unrecorded.

NOTE: SURVEY TIE COURSES AND BUTTER LINES ARE NOT PROPERTY LINES BEING VALIDATED BY THIS SURVEY.

NOTE: SEE FILED PLAN ENTITLED
"TOWN OF STOCKBRIDGE, MASSACHUSETTS"
WASTEWATER FACILITIES
CONTRACT NO. 4 - STOCKBRIDGE COLLECTION SYSTEM
BIRCH LANE
STA. 485 TO STA. 1348
RECORDED: DRAWING F, PLAN 44

SURVEY OF LAND
in
STOCKBRIDGE, MASSACHUSETTS
Prepared for
LORETTA TENUTA
September 7, 2022

BEING A PORTION OF THAT LAND DESCRIBED IN
MIDDLE BERKSHIRE REGISTRY OF DEEDS:

BOOK: 6022 PAGE: 174
GRANTOR: CHARLOTTE R. ISAACS & LORETTA TENUTA
GRANTEE: LORETTA TENUTA
DATED: JULY 28, 2017
BEING PARCEL 111

TAX MAP INFORMATION
BEING KNOWN AS TAX MAP 105, LOT 57
ZONING INFORMATION
LOT 57 IS ZONED: R2

NOTE: SEE FILED PLAN ENTITLED
"BEACH - MOOD"
PLAN NUMBER 1
STOCKBRIDGE, MASS.
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 18, 1950
BY: L.J. EDWARDS
RECORDED: MAP BOOK 4176, PAGE 71

NOTE: SEE FILED PLAN ENTITLED
"BEACH - MOOD"
PLAN NUMBER 1
STOCKBRIDGE, MASSACHUSETTS
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 18, 1950
RECORDED: PLAN BOOK 4176, PAGE 80

NOTE: SEE FILED PLAN ENTITLED
"BEACH - MOOD"
PLAN NUMBER 3
PROPERTY OF
RUTH E. PARKER
STOCKBRIDGE, MASSACHUSETTS
SCALE 1" = 80' - JUNE 1, 1945
BY: L.J. EDWARDS
RECORDED: DRAWER 176, SHEET 1

N/F LAND OF
MARGARET GAY CHAMBERLAIN
(BK 7105 PG 236)
SEE SKETCH RECORDED WITH
THE DEED IN BOOK 804, PAGE 84

N/F LAND OF
SHATAN RANCH, LLC
(BK 4585 PG 172)

74
N/F LAND OF
EDWARD J. BURKE 2005
IRREVOCABLE TRUST
(BK 3734 PG 265)

78
N/F LAND OF
JOHN R. MORSE AND
LYNDIA L. MORSE 2014
IRREVOCABLE TRUST
(BK 5463 PG 31)

77
N/F LAND OF
EDWARD J. BURKE 2005
IRREVOCABLE TRUST
(BK 3734 PG 265)

55
N/F LAND OF
EMILY SLEEPER MEYLER
(BK 1819 PG 8)

LOTS
56 & 78
27,744 SQ.FT.
TAX MAP 105
LOT 57
ZONED R-2

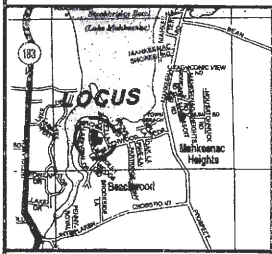
NOTE: SEE FILED PLAN ENTITLED
"BEACH - MOOD"
PLAN NUMBER 2
LAKE WAUKEGON
(STOCKBRIDGE, MASS.)
SCALE 1" = 40' - SEPTEMBER 10, 1938
BY: A.L. FORD
RECORDED: DRAWER 6, SHEET 2

53 53A 53B 54
N/F LAND OF
EMERY B. & M. JILL
SHEEP
(BK 2035 PG 188)

79A
N/F LAND OF
MICHAEL A. & BARBARA R.
KORNFELD
(BK 1381 PG 378)

NOTE: SEE FILED PLAN ENTITLED
"SURVEY OF LAND"
AT
STOCKBRIDGE, MASSACHUSETTS
"RECORDED SUBDIVISION"
PREPARED FOR
MICHAEL H. & ELLEN H.
MATHIN
NOVEMBER 20, 2001 - SCALE 1" = 20'
BY: PATRICK H. MCGLADY
RECORDED: PLAT FILE 1, PLAN 3

NOTE: SEE FILED PLAN ENTITLED
"PLAN OF LOTS"
AT
BEADWOOD - STOCKBRIDGE, MASS.
STOCKBRIDGE, MASSACHUSETTS
OWNED BY
VICTOR E. D'ANGELO
MAY 1987 - SCALE 1" = 80'
BY: TODD H. FIELDS
RECORDED: PLAN BOOK 4176, PAGE 176



INTENSITY REGULATIONS
ZONED R-2
LOT AREA 87,120 SQ. FT.
LOT FRONTAGE 250.0'
FRONT SETBACK 40.0'
SIDE SETBACK 35.0'
REAR SETBACK 35.0'
BUILDING HEIGHT 2.5 STORY
BUILDING COVERAGE 10%

TABLE OF COURSES

#	BEARING	LENGTH
1	S 89° 04' 20" W	5.36'
2	N 83° 41' 50" E	6.20'

LEGEND

- IRON PIPE SET OR TO BE SET
- IRON PIPE FOUND
- FIELD STONE WALL FOUND
- METAL FENCE
- MONUMENT FOUND
- OUTLINE PERIMETER OF SURVEY
- UNDOCUMENTED COMPUTED POINT
- NTS NOT TO SCALE
- SURVEY TIE COURSE
- BUTTER LINE OR STREET LINE
- UTILITY POLE
- N/F NOW OR FORMERLY
- SEWER MANHOLE
- STONE OUTCROPPING
- * TREES LOCATED

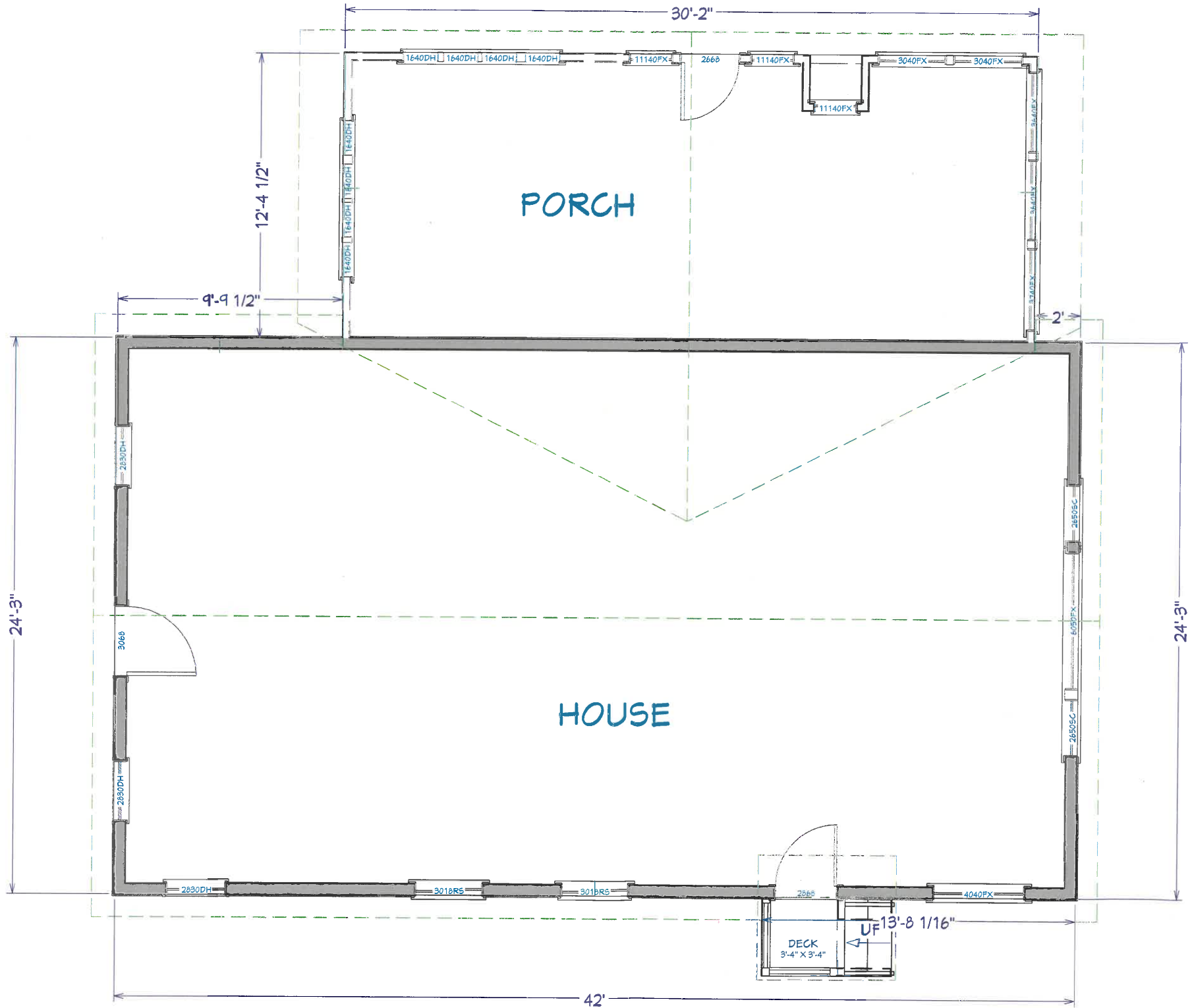
LOCUS MAP

TACONIC LAND CONSULTANTS
LAND SURVEYORS & GEOLOGISTS
ENVIRONMENTAL CONSULTANTS
44 IMPERIAL STREET
LANESBOROUGH, MA 01237
(413) 459-9376 • 409-1912 FAX



1 INCH = 20 FEET
SCALE IN FEET
1 INCH = 6.096 METERS
SCALE IN METERS

EXISTING HOUSE FOOT PRINT



scale 3/16" = 1'-0"



INTERIOR AREA
1406 SQ FT
FOOT PRINT 1414.93 SQFT

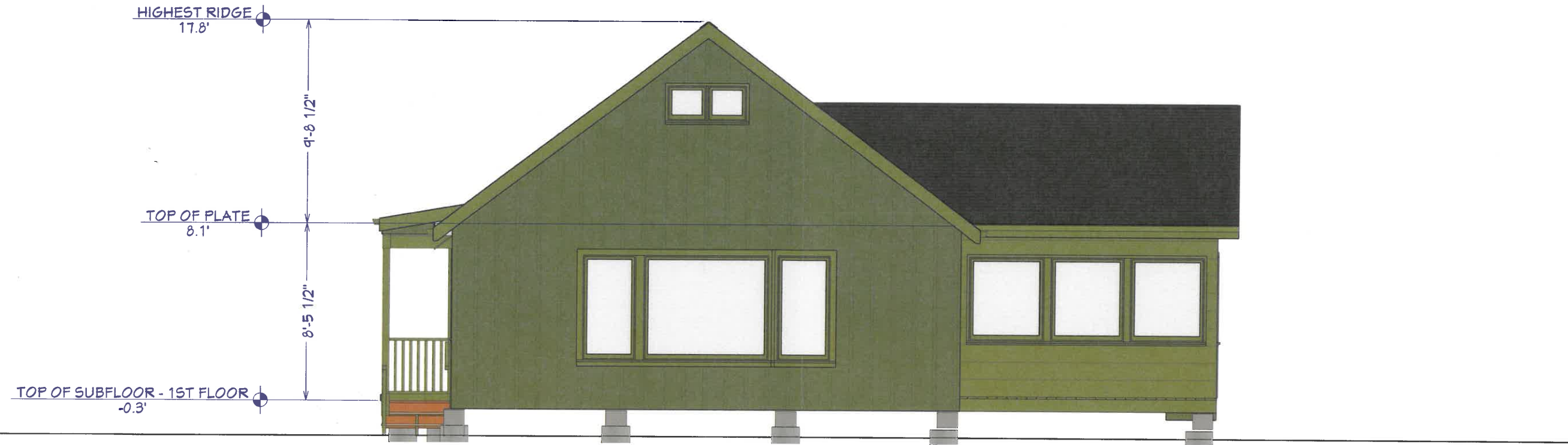
CREATIVE building solutions
82 maple ave. great barrington ma

TENUTA
9 BIRCH LANE, STOCKBRIDGE

DATE:

SHEET NUMBER
1
REVISION #

EXISTING HOUSE FRONT ELEVATION - FACING BIRCH LANE



EXISTING HOUSE REAR ELEVATION

scale 3/16" = 1'-0"

SHEET NUMBER

2

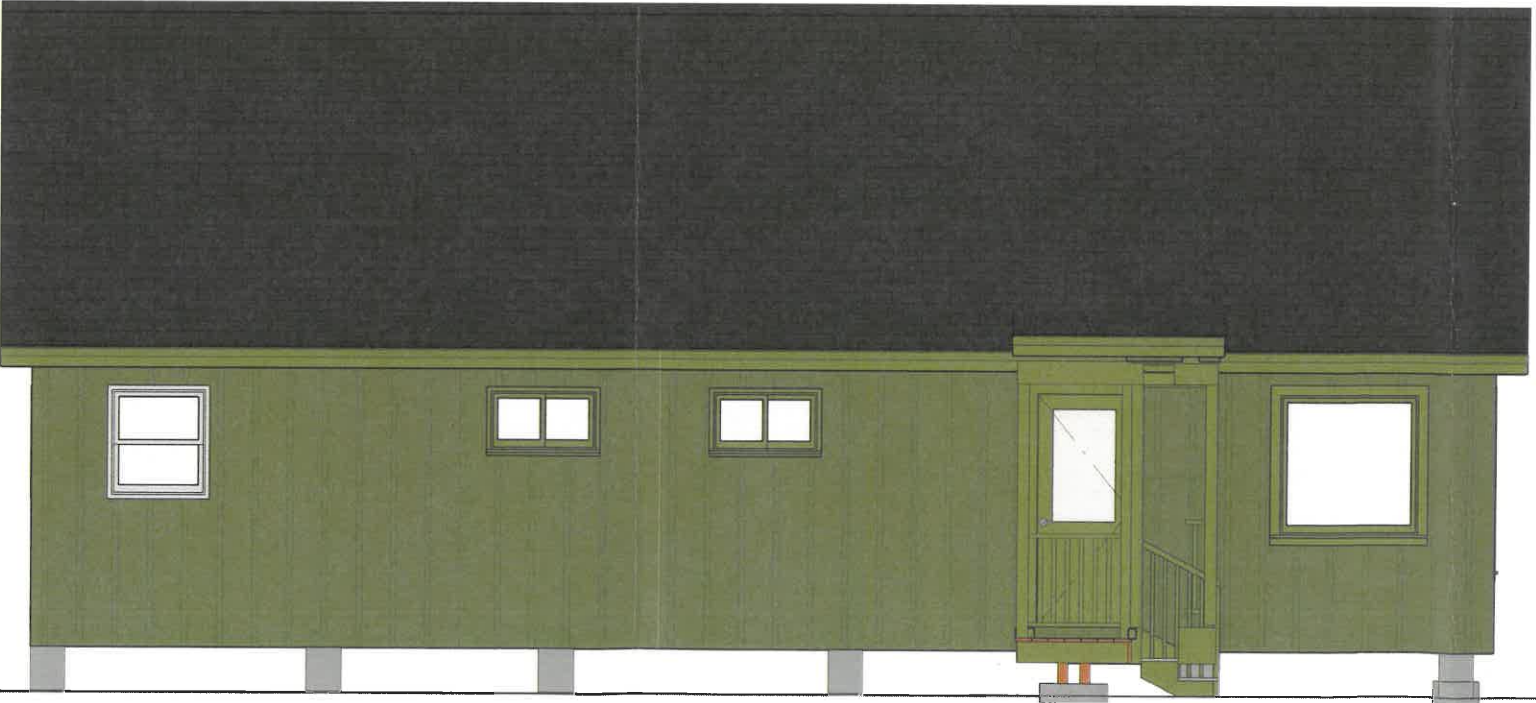
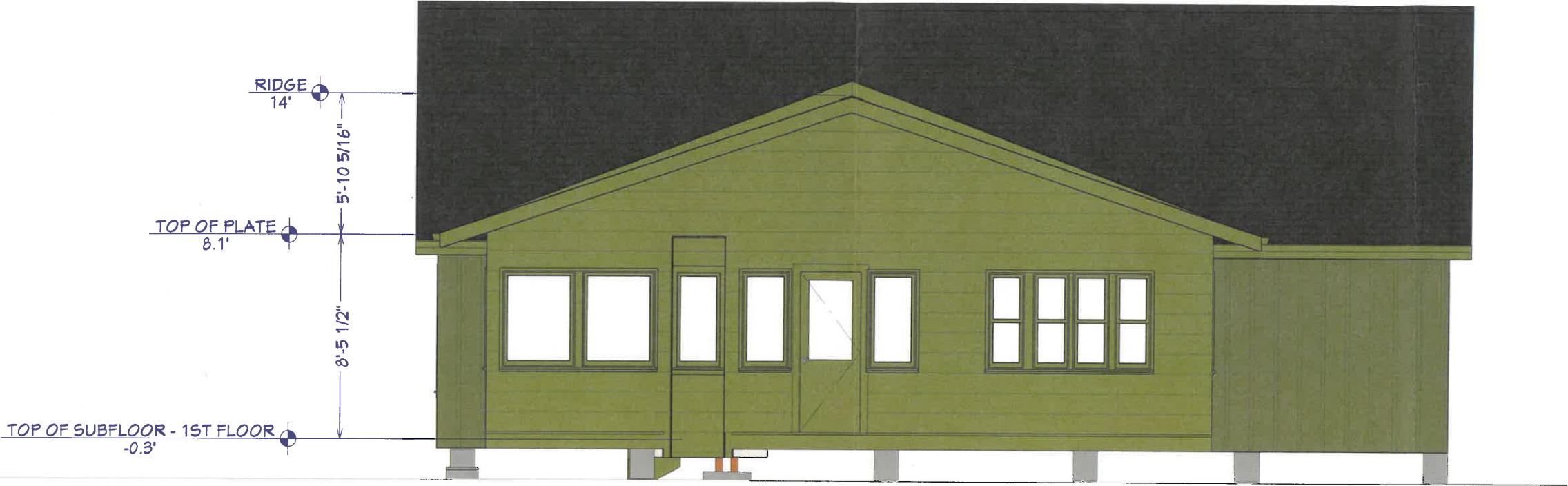
REVISION #:

DATE:

TENUTA
9 BIRCH LANE, STOCKBRIDGE

CREATIVE building solutions
82 maple ave., great barrington ma

EXISTING HOUSE FRONT ELEVATION - FACING ARTHUR FIEDLER LANE



scale 3/16" = 1'-0"

EXISTING HOUSE SIDE ELEVATION

SHEET NUMBER
3
REVISION #:

DATE:

TENUTA
9 BIRCH LANE, STOCKBRIDGE

CREATIVE building solutions
82 maple ave. great barrington ma

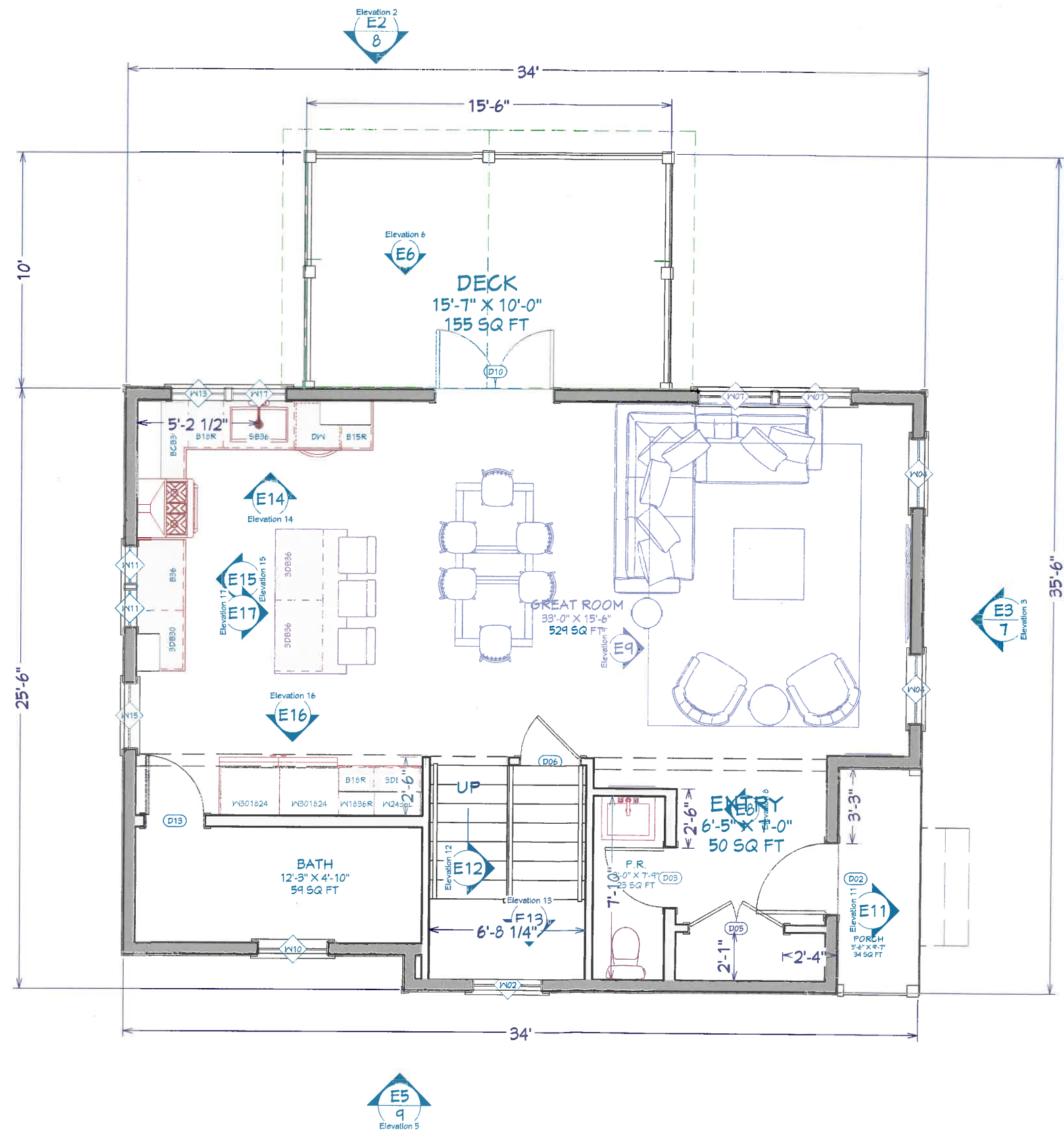
Tenuta - 9 BIRCH LANE Stockbridge MA

SETBACKS	existing feet per survey	provided appox's	zoning
Front	91.5	94.0'	40
Side east	15.9	20.0'	35
Side west	15.9	16.5'	35
Rear	152.0'	160.0'	35
FOOT PRINT/coverage			
Existing foot print	1414.93 sqft	1005.84 sqft	10% = 2774sqft
DENSITY	1434 sqft	1869 sqft	20% = 5548.8 sqft
LOT SIZE	27744 sqft	27744 sqft	87120 sqft
ZONING DISTRICT			R-2

Not in the LPOB

scale 3/16" = 1'-0"

PROPOSED MAIN FLOOR



scale 3/16" = 1'-0"

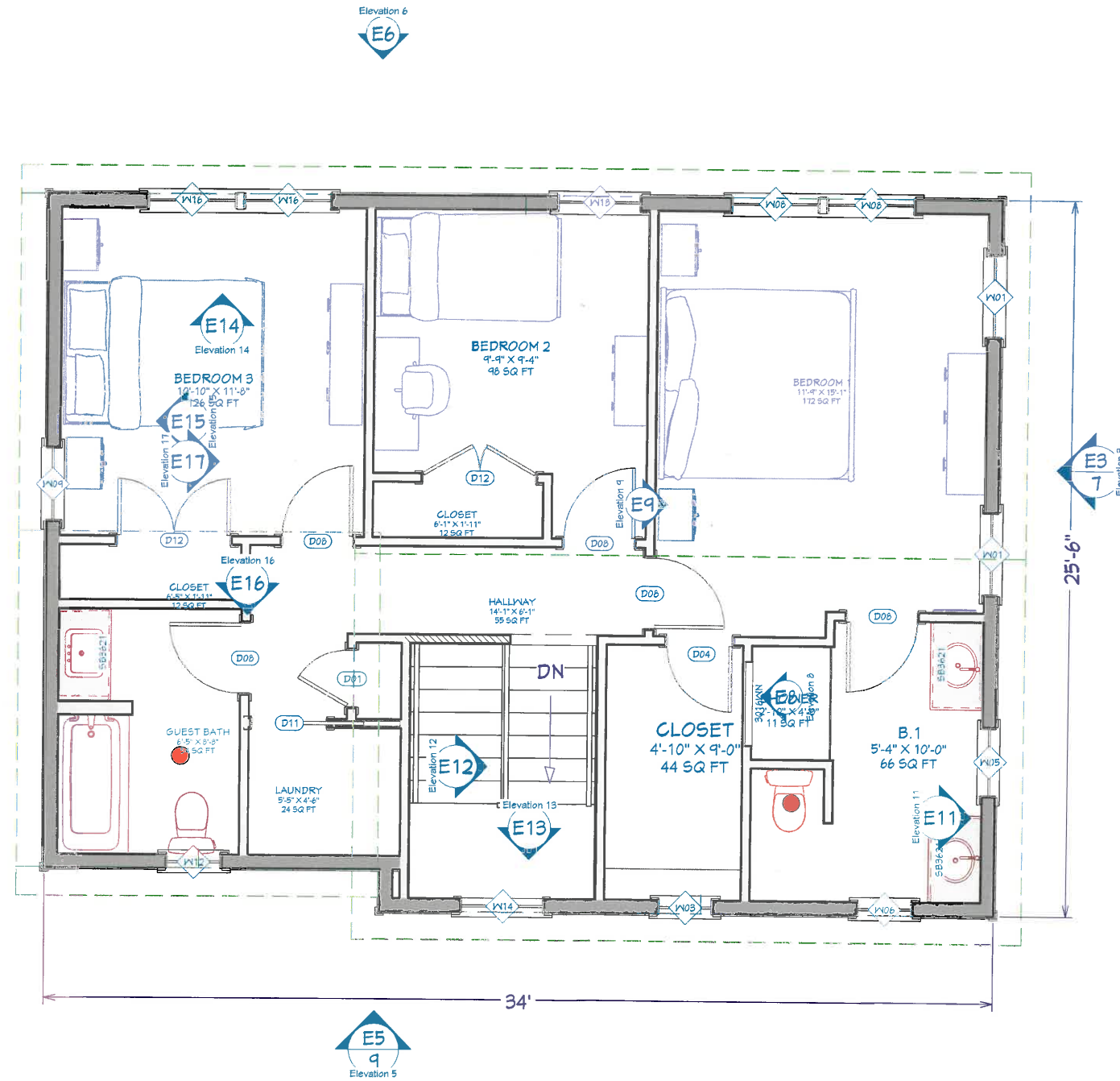
CREATIVE building solutions
82 maple ave. great.barrington.ma

TENUTA
9 BIRCH LANE, STOCKBRIDGE

DATE:

SHEET NUMBER
5
REVISION #:

PROPOSED 2ND FLOOR



scale 3/16" = 1'-0"

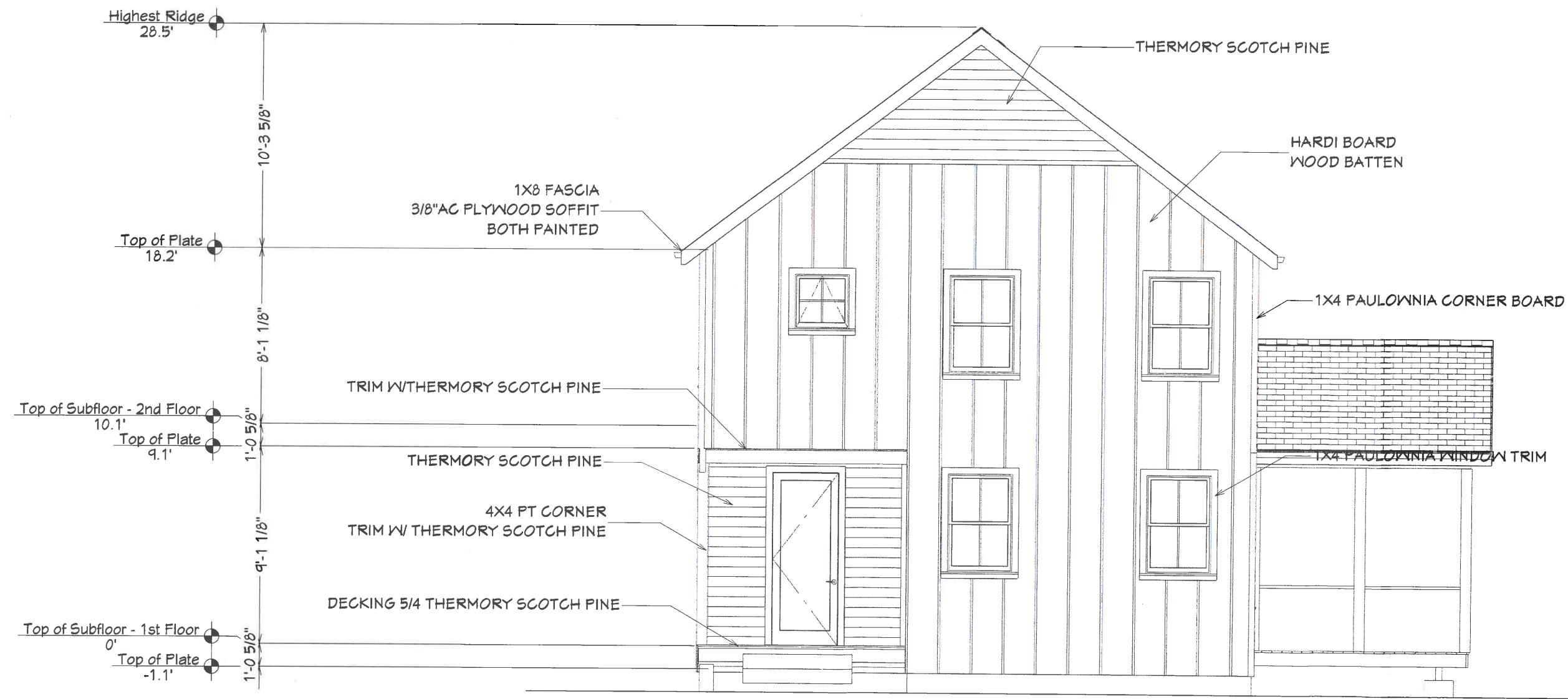
CREATIVE building solutions
82 maple ave. great.barrington.ma

TENUTA
9 BIRCH LANE, STOCKBRIDGE

DATE:

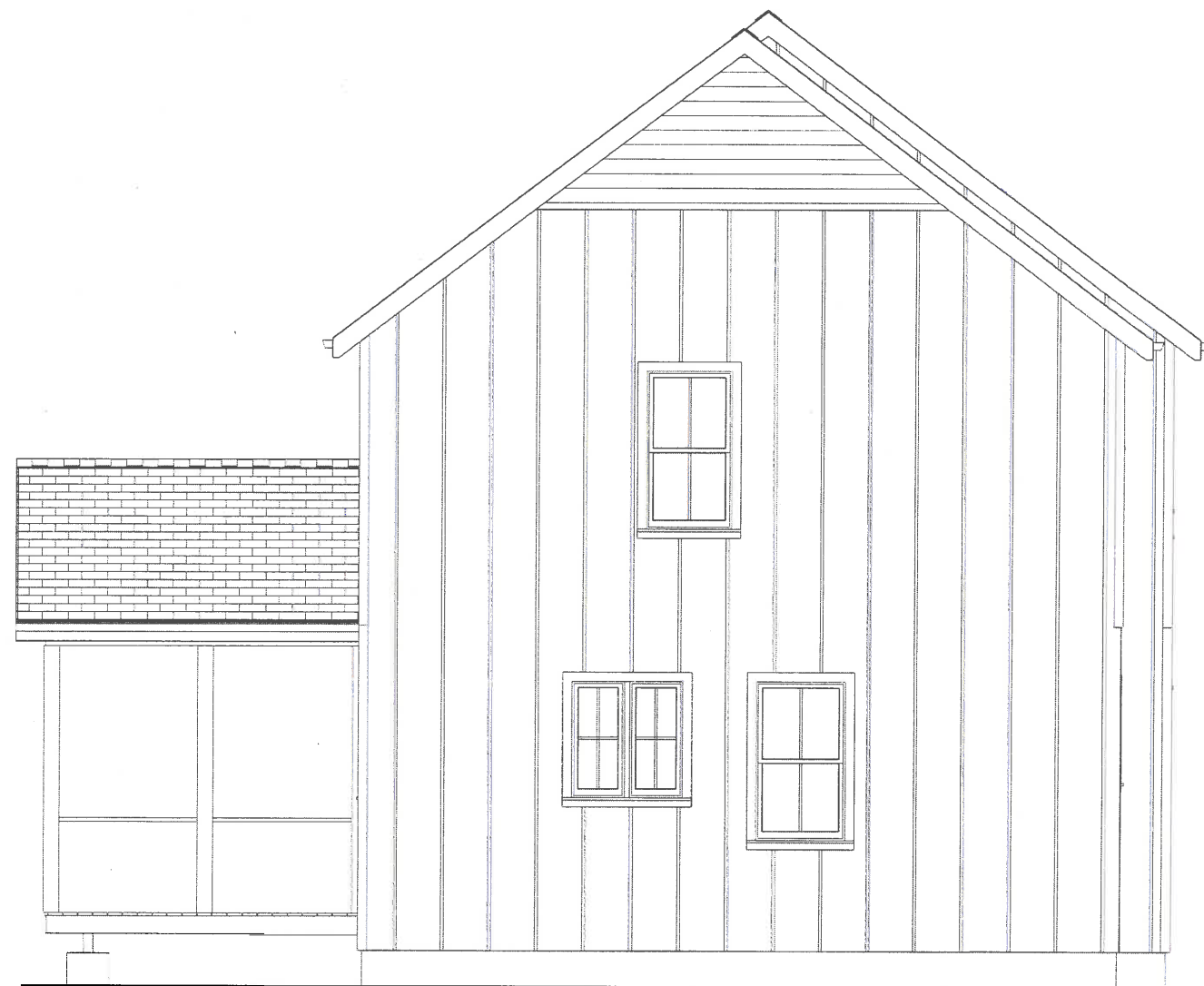
SHEET NUMBER

6
REVISION #:



PROPOSED FRONT ELEVATION - FACING BIRCH LANE

scale 3/16" = 1'-0"



PROPOSED REAR ELEVATION

scale 3/16" = 1'-0"



PROPOSED SIDE ELEVATION
FACING ARTHUR FIEDLER LANE

SHEET NUMBER


8

REVISION #

DATE:

TENUTA
9 BIRCH LANE, STOCKBRIDGE

CREATIVE building solutions
82 maple ave. great barrington ma

 scale 3/16" = 1'-0"



PROPOSED SIDE ELEVATION

CREATIVE building solutions
82 maple ave. great barrington ma

TENUTA
9 BIRCH LANE, STOCKBRIDGE

DATE:

SHEET NUMBER

9

REVISION #:

PROPOSED SIDING COLOR



IRON GRAY

Create the house that everyone notices and admires, just like the unique doors all over old European cities. Iron Gray's deep, bold shade provides a dramatic yet elegant look. Pair with Arctic White trim for a crisp combination that pops.



PROPOSED WOOD ASCENT

scale 3/16" = 1'-0"

CREATIVE building solutions
82 maple ave. great barrington ma

TENUTA
9 BIRCH LANE, STOCKBRIDGE

DATE:

SHEET NUMBER

10

REVISION #:

Recorded.
SURVEY TIE COURSES AND ABUTTER LINES ARE NOT
CERTY LINES BEING VALIDATED BY THIS SURVEY.

* TOWN OF STOCKBRIDGE, MASSACHUSETTS *
MASTEMETER FACILITIES
CONTRACT NO. 4 - BEACHWOOD COLLECTION SYSTEMS
BIRCH LANE
STA. 4+05 TO STA. 13+94
RECORDED: DRAWING T, PLAN 44

in
STOCKBRIDGE, MASSACHUSETT;
Prepared for
LORETTA TENUTA
September 7, 2022

BEING A PORTION OF THAT LAND DESCRIBED IN
MIDDLE BERKSHIRE REGISTRY OF DEEDS:
BOOK: 6022 PAGE: 174
GRANTOR: CHARLOTTE R. ISAACS & LORETTA TENUTA
GRANTEE: LORETTA TENUTA
DATED: JULY 28, 2017
BEING PARCEL III

TAX MAP INFORMATION
BEING KNOWN AS TAX MAP 101, LOT 57
ZONING INFORMATION
LOT 57 IS ZONED R2

N/F LAND OF
EDWARD J. BURKE 2006
IRREVOCABLE TRUST
(BK 3734 PG 265)

NOTE: SEE FILED PLAN ENTITLED

* BEACH - WOOD *
PLAN NO. 6
STOCKBRIDGE, MASS.
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 19, 1960
BY: A. J. KUMMER
RECORDED: MAP BOOK 417A, PAGE 71

N/F LAND OF
JOHN R. MORSE AND
LYNDA L. MORSE 2014
IRREVOCABLE TRUST
(BK 3463 PG 31)

NOTE: SEE FILED PLAN ENTITLED

* BEACH - WOOD *
PLAN NUMBER 7
STOCKBRIDGE, MASSACHUSETTS
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 19, 1960
RECORDED: MAP BOOK 417A, PAGE 60

N/F LAND OF
EDWARD J. BURKE 2006
IRREVOCABLE TRUST
(BK 3734 PG 265)

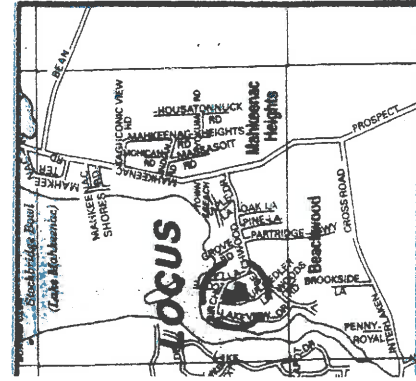
NOTE: SEE FILED PLAN ENTITLED

* BEACH - WOOD *
PLAN NUMBER 9
STOCKBRIDGE, MASSACHUSETTS
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - JUNE 1, 1946
BY: A. J. KUMMER
RECORDED: DRAWER 17A, SHEET 1

N/F LAND OF
MARGARET GAY CHANLER
(BK 7105 PG 235)
SEE SKETCH RECORDED WITH
THE DEED IN BOOK 604, PAGE 204

N/F LAND OF
SHATAN RANCH, LLC
(BK 4565 PG 172)

LOTS 56 & 78
27,744 SQ. FT.
TAX MAP 105
LOT 57
ZONED R-2



LOCUS MAP

TACONIC LAND CONSULTANTS
LAND SURVEYORS & GEOLOGISTS
ENVIRONMENTAL CONSULTANTS
44 IMPERIAL STREET
LANESBOROUGH, MA 01237
(413) 499-9876 - 499-1512 FAX

DRAWN BY: JMM
CHECKED BY: JMM
DATE: 09/07/2022

SURVEYOR SEAL



INTENSITY REGULATIONS

ZONED R-2	
LOT AREA	87,120 SQ. FT.
LOT FRONTAGE	250.0'
FRONT SETBACK	40.0'
SIDE SETBACK	35.0'
REAR SETBACK	35.0'
BUILDING HEIGHT	2.5 STORY
BUILDING COVERAGE	10%

TABLE OF COURSES

#	BEARING	RADIUS	LENGTH	ARC LENGTH
L1	S49°00'23"W		0.56'	
L2	N63°40'00"E		0.28'	

EXISTING HOUSE

REDUCED 50% TO 1"=40'

1 INCH = 20 FEET

SCALE IN FEET

SCALE IN METERS

LEGEND

○	IRON PIPE SET OR TO BE SET
●	IRON PIPE FOUND
○	FIELD STONE WALL FOUND
—	METAL FENCE
■	MONUMENT FOUND
—	OUTLINES PERIMETER OF SURVAIL
—	UNMONUMENTED COMPUTED POIN.
NTS	NOT TO SCALE
—	SURVEY TIE COURSE
—	ABUTTER LINE OR STREET L.I.N.
—	UTILITY POLE
N/F	NOW OR FORMERLY
⊙	SEWER MANHOLE
⊙	STONE OUTCROPPING
*	TREES LOCATED

NOTE: SEE FILED PLAN ENTITLED

* SURVEY OF LAND *
IN
STOCKBRIDGE, MASSACHUSETTS
* BEACHWOOD SUBDIVISION *
PREPARED FOR
MICHAEL M. & ELLEN M.
NOVEMBER 28, 2021 - SCALE 1" = 20'
BY: PATRICK M. MCCORMAN
RECORDED: PLAT FILE T, PLAN 3

NOTE: SEE FILED PLAN ENTITLED

* PLAN OF LOTS *
AT
BEACHWOOD - STOCKBRIDGE BOWL
STOCKBRIDGE, MASSACHUSETTS
OWNED BY
VICTOR E. D'ANGELO
REVISED: AUGUST 1967 - SCALE 1" =
BY: EDGAR M. PHELPS
RECORDED: PLAN BOOK 417A, PAGE 17A

NOTE: SEE FILED PLAN ENTITLED

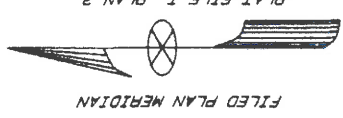
* BEACH - WOOD *
PLAN NUMBER 2
LAIN MANHOLE
(STOCKBRIDGE BOWL)
STOCKBRIDGE, MASSACHUSETTS
SCALE 1" = 40' - SEPTEMBER 10, 1938
BY: A. A. FIBBS
RECORDED: DRAWER 6, SHEET 2

NOTE: SEE FILED PLAN ENTITLED

* SURVEY OF LAND *
IN
STOCKBRIDGE, MASSACHUSETTS
* BEACHWOOD SUBDIVISION *
PREPARED FOR
MICHAEL M. & ELLEN M.
NOVEMBER 28, 2021 - SCALE 1" = 20'
BY: PATRICK M. MCCORMAN
RECORDED: PLAT FILE T, PLAN 3

UNDEVELOPED

SURVEY TIE COURSES AND ABUTTER LINES ARE NOT
CERTIFY LINES BEING VALIDATED BY THIS SURVEY.



N/F LAND OF
EDWARD J. BURKE 2006
IRREVOCABLE TRUST
(BK 3734 PG 265)

74

NOTE: SEE FILED PLAN ENTITLED

"BEACH-WOOD"
PLAN NO. 5
STOCKBRIDGE, MASS.
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 19, 1980
BY: A.J. KOHLMEIER
RECORDED: MAP BOOK 417-A, PAGE 71

NOTE: SEE FILED PLAN ENTITLED

"BEACH-WOOD"
PLAN NO. 7
STOCKBRIDGE, MASS.
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 19, 1980
RECORDED: MAP BOOK 417-A, PAGE 71

NOTE: SEE FILED PLAN ENTITLED

"BEACH-WOOD"
PLAN NO. 9
STOCKBRIDGE, MASS.
LAIN OUT BY
RUTH E. PARKER
SCALE 1" = 80' - SEPTEMBER 19, 1980
RECORDED: MAP BOOK 417-A, PAGE 71

N/F LAND OF
MARGARET GAY CHANLER
(BK 7105 PG 235)
SEE SKETCH RECORDED WITH
THE DEED IN BOOK 804, PAGE 204

N/F LAND OF
SHANTAN RANCA, LLC
(BK 4506 PG 172)

N/F LAND OF
JOHN R. MORSE AND
LYNDA L. MORSE 2014
IRREVOCABLE TRUST
(BK 9469 PG 31)

73

N/F LAND OF
EDWARD J. BURKE 2006
IRREVOCABLE TRUST
(BK 3734 PG 265)

77

LOTS
56 & 78
27,744 SQ.FT.
TAX MAP 105
LOT 57
ZONED R-2

STOCKBRIDGE, MASSACHUSETTS Loretta Tenuta

Prepared for
September 7, 2022

BEING A PORTION OF THAT LAND DESCRIBED IN
MIDDLE BERKSHIRE REGISTRY OF DEEDS:
BOOK: 6022 PAGE: 174
GRANTOR: CHARLOTTE R. ISAACS & LORETTA TENUTA
GRANTEE: LORETTA TENUTA
DATED: JULY 28, 2017
BEING PARCEL III

TAX MAP INFORMATION
BEING KNOWN AS TAX MAP 105, LOT 57
ZONING INFORMATION
LOT 57 IS ZONED R-2

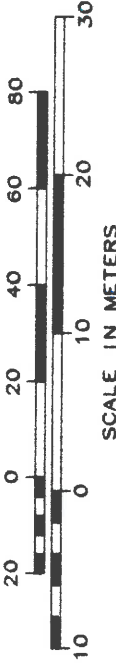
LEGEND	
○	IRON PIPE SET OR TO BE SET
●	IRON PIPE FOUND
○	FIELD STONE WALL FOUND
—	METAL FENCE
■	MONUMENT FOUND
—	OUTLINES PERIMETER OF SURVIV
—	UNMONUMENTED COMPUTED POINT
NTS	NOT TO SCALE
—	SURVEY TIE COURSE
—	ABUTTER LINE OR STREET LINE
—	UTILITY POLE
N/F	NOW OR FORMERLY
○	SEWER MANHOLE
○	STONE OUTCROPPING
*	TREES LOCATED

TABLE OF COURSES

	BEARING	RADIUS	LENGTH
L1	S49 00 23"W		0.56'
L2	N83 40 00"E		0.28'

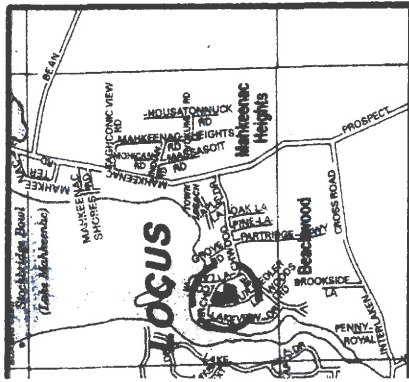
REDUCED 50% + 1" = 40'

1 INCH = 20 FEET
SCALE IN FEET



INTENSITY REGULATIONS

ZONED R-2	
LOT AREA	87,120 SQ. FT.
LOT FRONTAGE	250.0'
FRONT SETBACK	40.0'
SIDE SETBACK	35.0'
REAR SETBACK	35.0'
BUILDING HEIGHT	2.5 STORY
BUILDING COVERAGE	10%



LOCUS MAP

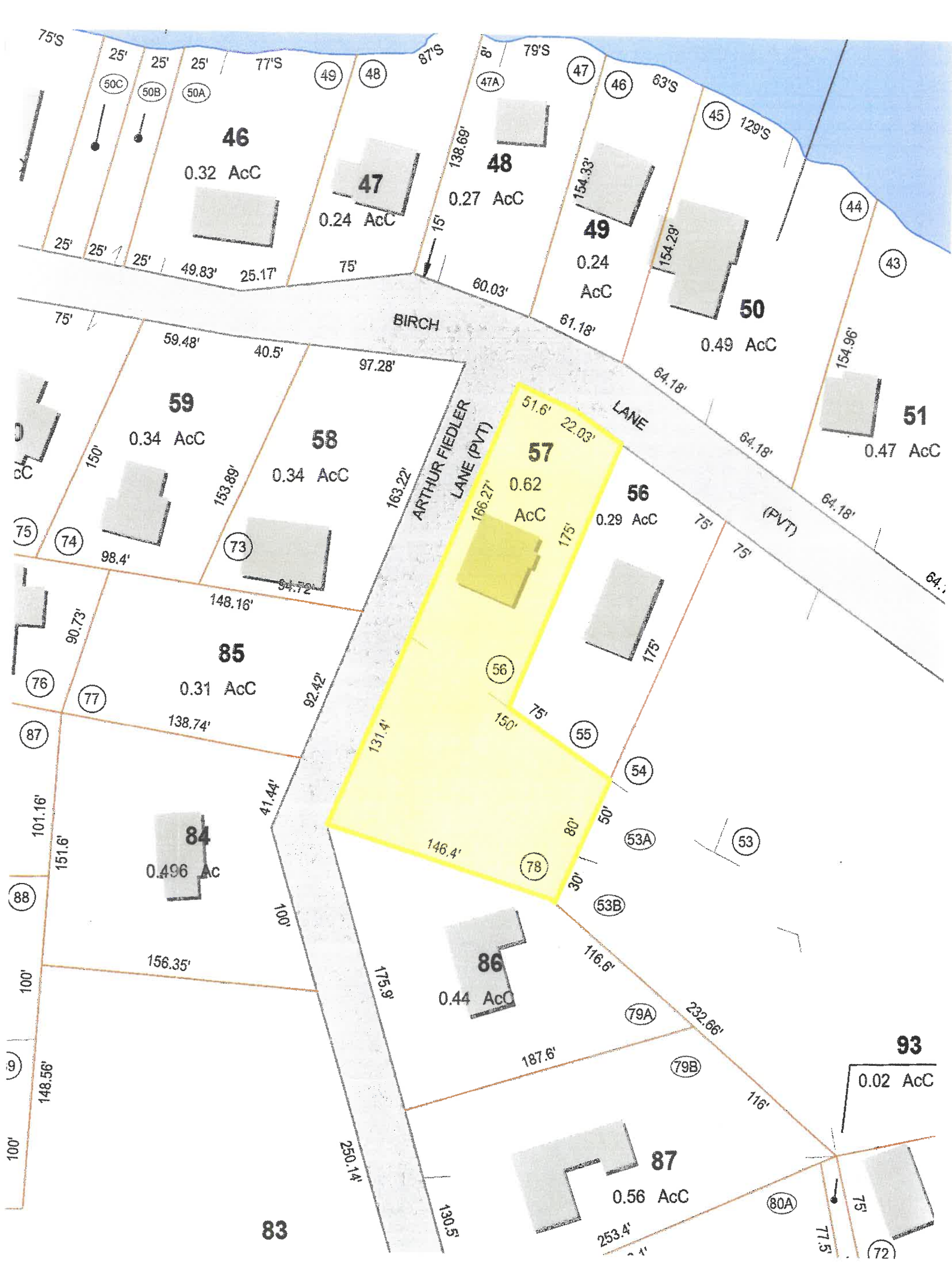
TACONIC LAND CONSULTANTS
LAND SURVEYORS & GEOLOGISTS
ENVIRONMENTAL CONSULTANTS

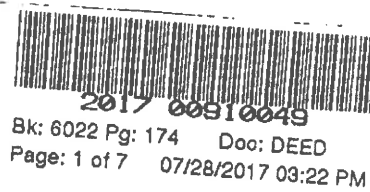
44 IMPERIAL STREET
LANCASHIRE, MA 01237
(413) 499-9976 - 499-1512 FAX

NUMBER 22-155 CHECKED BY: PMH

SURVEYOR SEAL







**Deed of Distribution
M.G.L. c. 190B, §3-907**

WHEREAS, CHARLOTTE R. ISAACS, late of Lee, Massachusetts ("the Decedent") died on November 10, 2015 having an interest in several parcels of real estate in Lee, Stockbridge and Becket, Berkshire County, Massachusetts; and

WHEREAS, the undersigned, LORETTA TENUTA, of West Stockbridge, Massachusetts, is the duly appointed and qualified Personal Representative of the Estate of the Decedent in the Berkshire Probate and Family Court, Docket No. BE15P0836EA; and

WHEREAS, the Distributee herein is the Devisee under the Last Will and Testament of the Decedent;

NOW, THEREFORE, the undersigned, in distribution of the estate, for no consideration, hereby distributes to:

LORETTA TENUTA, whose residence and post office address is 4 Smith Road, West Stockbridge, MA 01266,

such interest in the land in said Lee, Stockbridge and Becket, Berkshire County, Massachusetts, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

75 Deborah Ave, Lee, MA 01238; 26 Main St, Stockbridge MA 01262
180 Gentian Hollow Road (Lot#173B) Becket, MA 01223; Seneca Drive, Becket, MA 01223;
Hayscent Drive, Becket, MA 01223;

Parcel II. 26 Main Street, Stockbridge, MA 01262

Beginning at a stone bound in the southerly line of said Main Street, said stone bound being located in line of land formerly of one Treadway;

thence the following courses and distances in line of said Treadway;

South 21° 04' West 159.28 feet to a stone bound;

South 70° 15' East 69.87 feet to a stone bound;

South 18° 18' West 54.96 feet to a stone bound;

thence South 16° 42' West 33.26 feet to a point;

thence North 76° 64' West 110.37 feet to a stone bound in line of land now or formerly of Robert L. deGersdorff;

thence the following courses and distances in line of said deGersdorff;

North 73° 18' West 26.75 feet to a stone bound;

North 20° 46' East 261.90 feet to a stone bound in the southerly line of said Main Street;

thence South 68° 30' East 62.50 feet along the southerly line of said Main Street to the stone bound at the point or place of beginning.

Being the same premises conveyed to Charlotte R. Isaacs by deed of Celia Clucas, a/k/a Celia deGersdorff, dated November 15, 1983, and recorded in the Berkshire Middle District Registry of Deeds in Book 1084, Page 226. The said Charlotte R. Isaacs died on November 10, 2015. For grantor's source of title, see Estate of Charlotte R. Isaacs, Berkshire Probate and Family Court, Docket No. BE15P0836EA.

Parcel III. 9 Birch Lane, Stockbridge, MA 01262

Tract I: A certain parcel of land in said Town of Stockbridge being Lot 56 on Plan of Lots entitled "Beach-Wood", Plan No. 3, Property of Ruth E. Parker, Stockbridge, Massachusetts, June 1, 1945, A. J. Kohlhofer, Engineer, a copy of which plan was filed July 17, 1946 in High Desk Drawer No. 178, Berkshire Middle District Registry of Deeds.

Tract II: A certain parcel of land in said Town of Stockbridge being Lot 78 on Beach Wood Plan No. 7, dated September 19, 1950, and recorded in the Berkshire Middle District Registry of Deeds, Book 417B, Page 80.

source of title, see Estate of Charlotte R. Isaacs, Berkshire Probate and Family Court, Docket No. BE15P0836EA.

Parcel V. Seneca Drive, Becket, MA 01223

Lot 39, Section A, as shown on a plan entitled, "Revision of Indian Lake Estates, Becket, Mass.", sheet #5 of seven sheets by Gordon E. Ainsworth & Associates, Inc., dated June 28, 1974 and recorded in Drawer #177, in the Berkshire County Middle District Registry of Deeds, to which plan reference may be had for a more particular description.

Together with a fractional undivided ownership interest as tenant-in-common in and for the common land.

Subject to rights, reservations, restrictions and easements of record in the extent such are in force and are applicable.

Being the same premises conveyed to Berkshire Investors' Trust by deed of Anthony C. Salvo and Leonora Salvo, dated June 8, 1988, and recorded in the Berkshire Middle District Registry of Deeds in Book 1235, Page 1025. The said Trust having expired by its own terms on April 4, 2005, title was seized by Charlotte R. Isaacs in her individual capacity at the time of her death on November 10, 2015. See Decree of the Berkshire Probate and Family Court, dated February 22, 2017 and recorded on March 13, 2017 in said Registry of Deeds in Book 5931, Page 347. For grantor's source of title, see Estate of Charlotte R. Isaacs, Berkshire Probate and Family Court, Docket No. BE15P0836EA.

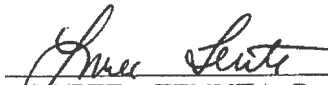
Parcel VI. Hayscent Drive, Becket, MA 01223

Tract I.

Being Lot #178B as shown on a plan entitled "Plan showing a Division of Land owned by C&A Associates, Hayscent Drive, Becket, MA, Scale 1" = 50', May 16, 1988, Robert J. Saulnier, R.L.S., Clarksburg, MA," and recorded in the Berkshire Middle District Registry of Deeds in Plat File B, File 41.

Together with a right of way, for all the usual purposes of a way, over the ways shown on said plan and on a Definitive Plan of Becket Estates dated January 7, 1976 and last revised on November 1, 1977, prepared by GORDON E. AINSWORTH & ASSOCIATES, INC. and filed in said Registry in Drawer A-87.

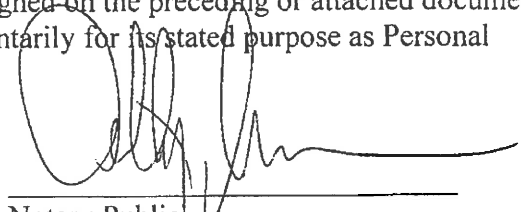
WITNESS my hand and seal on the 28th day of July, 2017.

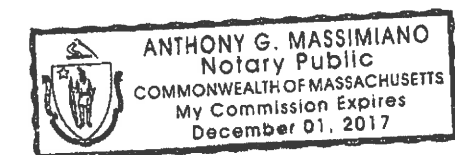

LORETTA TENUTA, Personal Representative

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss

On this 28th day of July, 2017, before me, the undersigned notary public, personally appeared the above LORETTA TENUTA, proved to me through satisfactory identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as Personal Representative.


Notary Public
My Commission Expires: 12/1/2017





Community Driven...Community Strong

www.bcacinc.org

Welcome to the FY 2023 Low Income Household Water Assistance Program (LIHWAP).

For new vendors, a vendor agreement with related Information Memoranda (IMs) is enclosed. Please sign and return a copy of the agreement to us. If your agency signed an agreement in FY 2022, your agency does not need to sign a new vendor agreement; please review the IMs enclosed.

This program year, in addition to the arrearage benefit, all active accounts for eligible LIHWAP customers will receive a benefit up to \$450. No account arrearage is required to receive this rate-reduction benefit and it is not dependent upon the usage. All payments are made directly to your agency. No payments are made to the customers.

The LIHWAP vendor portal may be accessed through the following link:

<https://vendorportalfront.communitysoftwaregroup.com/>

If you have a question, contact Hope Dunn at (413)418-3662 or at hdunn@bcacinc.org

Regards,

Hope Dunn
Hope Dunn

Low Income Household Water Assistance Program (LIHWAP)

What: The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service and pay toward arrearages of water and wastewater services in the federal fiscal year 2022 (October 1, 2021, through September 30, 2022).

Who: This program will serve income eligible customers who are directly billed for their service(s) *and* whose service has been either terminated for non-payment, or who have an arrearage. Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$78,751. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached income-eligibility-and-benefit-levels chart for an overview of potential benefits and income limits by household size.

How: One application serves as the application for both LIHEAP and LIHWAP programs. Households can apply online¹ or via appointment.

Where: Applications are taken by 20 local administrating agencies² (LAAs) that cover the entirety of Massachusetts.

Vendor Notification and Billing: Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://toapply.org/MassLIHEAP>

2. <https://hedfuel.azurewebsites.net>



Community Driven...Community Strong

www.bcacinc.org

1531 East Street, Pittsfield, MA 01201 ▪ Telephone: (413) 445-4503 ▪ Fax: (413) 447-8006

**CONTRACT FOR SERVICES
BETWEEN THE BERKSHIRE COMMUNITY ACTION
AND
TOWN OF STOCKBRIDGE**

This Vendor Contract is a contract signed between the BERKSHIRE COMMUNITY ACTION, and the TOWN OF STOCKBRIDGE a private or public entity in the business of supplying water and/or wastewater related services to customers, for the provision of payments for water and/or wastewater services to assist low-income households with water and wastewater reconnection and ongoing services. This Vendor Contract shall govern the purchase of such water services by the Agency from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program ("LIHWAP" or the "Program").

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows.

1. COMPLIANCE WITH LAWS:

The Vendor and Agency acknowledge that this Vendor Contract and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations and the federal Office of Community Services (OCS) supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The Vendor and Agency shall comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP, follow all supplemental terms and conditions as set forth by OCS, the Massachusetts LIHWAP State Plan and any amendments thereto, the DHCD "LIHWAP Administrative Guidance for Program Operators," and any other written guidance that may be issued by OCS or DHCD. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email to the Vendor's identified contact in Section 4 of this Vendor Contract. The Vendor's obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU) or OCS.

As set by Term 11 in the OCS LIHWAP supplemental terms and conditions, federal LIHWAP funds shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services.

2. TERM OF AGREEMENT:

Unless amended, this Vendor Contract shall be in effect from the date the completed, signed, and dated contract is received by the Agency and will remain in effect until October 31, 2022. The Vendor Contract shall not bind, nor purport to bind, the Agency for any commitment in excess of the original term of the contract.

3. AMENDMENTS:

Any and all amendments to this Vendor Contract shall be in writing and agreed upon by all parties and shall require the prior written approval of DHCD. No written amendment will extend the term of the Vendor Contract beyond the dates stated in Article 2.

4. VENDOR CONTACT PERSON:

The Vendor shall notify the Agency within 7 business days if the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes. The Vendor shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Vendor Contract, including but not limited to bills, payments, and services. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

The Vendor's designated contact person for handling LIHWAP questions and resolving LIHWAP issues:

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail Address: _____

5. DISCRIMINATION:

With reference to each of its LIHWAP customers determined by the Agency as being eligible under LIHWAP (Eligible Customer), the Vendor shall not discriminate against its LIHWAP customers, with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers. Further, the Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by federal or state law relating to discrimination.

6. CONFLICT OF INTEREST:

The Agency reserves the right to evaluate whether there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). ("Conflict of interest" is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.) In the event that there is a conflict of interest, the parties shall contact DHCD for more guidance.

7. LIHWAP HOUSEHOLD ELIGIBILITY DETERMINATIONS:

Those households currently eligible to potentially receive a LIHWAP payment should be uploaded by the Agency to the LIHWAP portal weekly, or as may be otherwise required by the DHCD "LIHWAP Administrative Guidance for Program Operators."

8. PAYMENTS:

The Vendor shall, with reference to each of its LIHWAP customers determined by the Agency as being eligible under the Program:

- A. Invoice the LIHWAP customer in accordance with the Vendor's established billing practice;
- B. The Vendor shall input the data requested within the program portal by the 15th of the month or the last day of the month. Refer to section 9 of this agreement if there are multiple water/sewer vendors servicing a household. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;
- C. Charge the LIHWAP customer after application of payments received for the LIHWAP customer's account from the Agency not more than the outstanding balance;
- D. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt, unless the Agency has not received sufficient funds from DHCD to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD. The Agency may request additional documentation and/or clarification of charges as needed. No payment may be made without all required documentation/clarification of charges. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved;
- E. Immediately upon commitment of payment from the Agency on behalf of a LIHWAP household, the Vendor shall restore water and/or wastewater services or continue water and/or wastewater services to the eligible and approved residential household. The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;
- F. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process;
- G. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds, or paid with other third-party funds;
- H. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts;
- I. When possible, clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP;
- J. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided;
- K. Continually maintain accurate records of any LIHWAP credit balances and annually reconcile accounts;
- L. In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the LIHWAP household, the balance of the funds is to be returned, by check, to the Agency in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- M. After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- N. The Vendor is required to regularly review payment records for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall immediately contact Agency; and

- O. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

9. SECOND VENDOR:

- A. In the event that there is a second Vendor, that Vendor would have to post their information by the next posting end date or the first Vendor may receive the full benefit, pursuant to the DHCD "LIHWAP Administrative Guidance for Program Operators." The posting dates are the 15th and the last day of the month. If the first Vendor posts before the 15th, the second Vendor must post their information by the end of the month to ensure they are paid. Or, if the first Vendor posts before the end of the month, the second Vendor must post their information by the 15th of the next month to ensure they are paid.
- B. Up to the full benefit may be paid to a Vendor if that Vendor provides both water and wastewater services and the service is terminated or in arrears.
- C. If water service is provided by one Vendor and wastewater service is provided by another, and only one of the two services is in arrears, a payment up to the full benefit may be made to the Vendor who the household has an arrearage with.
- D. If water service is provided by one Vendor and wastewater service is provided by another, and both services are in arrears and each arrearage exceeds half the benefit, half the benefit is paid to each vendor. However, if the arrearage of one bill is less than half the benefit and the other arrearage exceeds half the benefit, then the benefit left after paying the arrearage that does not exceed half the benefit will be paid toward the arrearage that exceeds half the benefit.

10. VENDOR PORTAL AND ELECTRONIC NOTIFICATIONS:

Unless waived for good cause by the Agency as approved by DHCD, the Vendor agrees to participate in the DHCD authorized, statewide automated electronic notification, and billing and payment processing format and the DHCD authorized electronic Vendor portal.

11. CONFIDENTIALITY:

Pursuant to M.G.L. c. 66A, M.G.L. c. 93H, M.G.L. c.93I, 201 CMR 17.00, and applicable state and federal laws, as holders of personal data the Vendor and the Agency agree to keep confidential and to safeguard the protection of any information and data obtained as to LIHWAP households, wherever obtained, and including data inadvertently provided during and following the term of this Vendor Contract. The Vendor is required to take all necessary steps to ensure the confidentiality and security of the personal information of LIHWAP households, with special attention to restricting access to, use of, and copying and disbursement of said personal information. The Vendor and Agency agree to not release any private LIHWAP data to any third party without written authorization from the subject of the data, or as required by federal or state law.

The Vendor shall not disclose to any individual or entity the LIHWAP household's participation in the program or personal data, except as authorized in writing by the LIHWAP household or the Agency for authorized LIHWAP purposes.

The Vendor will **only** use the personal information received from the Agency relating to LIHWAP households for the purposes of compliance with this Vendor Contract, and shall have no rights in or to the information other than the limited, revocable, and non-transferable right to use such information solely as required for the Vendor to meet its obligations under this Vendor Contract. The Vendor shall immediately notify the Agency of any breach or suspected breach in the security of such information,

and will cooperate with the Agency and DHCD and will provide access to any information necessary to respond thereto. The Vendor shall allow the Agency to participate in the investigation of incidents.

12. CORRECTIVE ACTION:

If violations of this Vendor Contract are discovered, the Vendor shall take corrective action, as required by the Agency, and in the timeframe specified by the Agency. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The Vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

13. TERMINATION OF AGREEMENT:

Either the Agency or the Vendor may terminate this Vendor Contract with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit. In the event that the Agency determines that the Vendor is not in compliance with the terms of this Vendor Contract, this contract will terminate effective immediately and the Agency shall immediately cease making any further payments under LIHWAP to the Vendor. The Vendor will be notified in writing within 15 calendar days of the termination.

14. DATA COLLECTION AND REPORTING:

The Vendor agrees to provide, at no cost to the Agency or the LIHWAP household, the data requested below by or on behalf of the Agency, as set forth in the supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The data must be provided within a timeframe specified by the Agency and in the format requested by the Agency, for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application authorizes the Vendor to release this information to the Agency.

The Vendor shall provide the following information:

1. The type of water service used by a LIHWAP household, i.e., drinking water, wastewater etc.; and
2. Confirmation of whether a LIHWAP household account is active, and if so, is it for non-payment; if the account is in arrears and, if so, what is the arrearage; whether a dollar usage threshold tied to the type of usage is exceeded; and to notify the Agency if the account number or account holder provided does not agree with their record.

The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with LIHWAP households for the purpose of monitoring the Vendor's compliance with LIHWAP requirements and with this Vendor Contract.

15. MONITORING AND REVIEW:

DHCD reserves the right to monitor compliance with this Vendor Contract. The Vendor shall cooperate with any Federal, State, or local investigation, audit, monitoring, or program review; including but not limited to providing requested documentation within set timeframes, as well as communicating with DHCD's and the Agency's staff. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP. The Agency shall promptly report any problems regarding this Vendor Contract to DHCD. Both the Vendor and the Agency agree to meet with designated DHCD staff as requested to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

16. NON-FRAUD OVERPAYMENTS:

For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.

17. FRAUD:

The Vendor may be permanently disqualified from participating in the LIHWAP upon a finding of fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

18. AUTHORITIES:

Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

19. SUBCONTRACTS:

The Agency reserves the right to require the Vendor to obtain written permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Vendor Contract.

20. FORUM FOR DISPUTES:

In the event of any dispute between the Agency and the Vendor, the venue for any legal action arising out of the contract shall be Massachusetts.

21. HOLD HARMLESS:

The Vendor shall hold DHCD and the Agency harmless and indemnify DHCD and the Agency, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, and other legal costs, for personal injury or damage to property arising from the acts or omissions of the Vendor, or its agents, office, employees or subcontractors. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. This clause is not an attempt to waive the statutory liability limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258. This indemnity requirement shall survive the termination of this Contract.

22. BINDING ON HEIRS AND ASSIGNS:

This contract shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this contract.

23. SEVERABILITY:

If any provision of this Vendor Contract or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this contract, which shall be given effect without regard to the invalid provision or application.

The persons executing this contract on behalf of a party represent and warrant to the other party that they have been duly authorized by such party to so execute the contract.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of my manual/handwritten signature for all purposes. I further understand that I may print the document and sign by hand.

AGENCY: _____
Signature

Name: _____

Title _____

Date: _____

Vendor: _____
Signature

Name: _____

Title: _____

Date: _____

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

FY2022 VENDOR INFORMATION SHEET FOR WATER/SEWER PROVIDERS

Provider name: _____
Street address: _____
City/State/Zip: _____
Contact person(s): _____
Title(s): _____
Telephone number(s): _____
Contact email address(es): _____
EIN number: _____

1) Type of service delivered. Please check one that applies:

☐ Water ☐ Sewer ☐ Combined Water and Sewer

2) List the cities/towns that your department serves.

3) Does the company offer a discount rate for any groups? ☐ Yes ☐ No

If yes, please name the groups and the discount rate offered to each group.

4) Describe any services that are offered to low-income customers (e.g., budget or billing plans).



Community Driven...Community Strong

www.bcaaction.org

1531 East Street, Pittsfield, MA 01201 ▪ Telephone: (413) 445-4503 ▪ Fax: (413) 447-8006

Low Income Household Water Assistance Program Information Sheet

This serves as a brief introduction to a federally funded program to be operated locally by our agency, **BERKSHIRE COMMUNITY ACTION** to assist eligible households by providing a payment to their water and/or wastewater bills.

BACKGROUND

The Low Income Household Water Assistance Program (LIHWAP) was funded as a one-year emergency assistance program by Congress. Nationally, \$1.138B is available for LIHWAP. Massachusetts was awarded \$19.3M. The federal grantor, the U.S. Department of Health and Human Services (HHS), set the order of priority for the program as follows:

- restore service to households whose water/sewer service has been terminated
- prevent termination for households with terminations notices
- serve households whose water/sewer account is past due (i.e., not current) but whose service is not terminated or in danger of termination.

The state grantor of LIHWAP, the Massachusetts Department of Housing and Community Development (DHCD), has worked with various stakeholders across the state to better understand the various water and sewer configurations and to devise a program to aid households in need. Stakeholders include the Massachusetts Water Works Association, the Department of Environmental Protection, and the Attorney General's Office as well as Low Income Home Energy Assistance Program (LIHEAP) agencies.

MASSACHUSETTS LIHEAP and LIHWAP APPLICATION

The same agencies that operate LIHEAP, commonly known as Fuel Assistance or Home Energy Assistance, will work with local water and sewer providers to administer LIHWAP. One application acts as an application for the LIHEAP, LIHWAP and the weatherization programs. Questions concerning a household's water and sewer accounts and the status of the accounts were added to the FY22 LIHEAP application. The applicant must also sign the application to indicate their agreement with the declarations and authorizations for use of personal information listed on the back of the application. The declarations include permission to share water and sewer account information for certain reasons. LIHEAP applications will be accepted through May 13, 2022. For more information regarding LIHEAP, see <https://www.mass.gov/home-energy-assistance-programs>.

LIHWAP INCOME GUIDELINES AND BENEFIT

The LIHWAP income eligibility guideline and benefit chart is attached. Though the name of the program indicates it is for low-income households, a four-person household can gross up to \$78,751 annually and be eligible for the program. Those households with income less than 125% of the federal poverty level (FPL) will receive a higher benefit. In addition, households whose arrearage is higher than the threshold listed in the chart will receive a supplemental benefit.

LOCAL AGENCY AND WATER AND/OR SEWER PROVIDER PARTNERSHIP

Shortly, we will send water and sewer providers a required contract form to sign, which will provide details on requirements of both our agency and you, the provider. In addition to the contract, there will be a Vendor Information Sheet to be completed. The Vendor Information Sheet will ask about available discounts, contact person information, etc. Once both the required contract and the Vendor Information Sheet are executed, we can begin making payments on behalf of eligible water/sewer customers. We have materials that explain both the LIHEAP and LIHWAP that can be provided to you as a bill insert for your customers. Please let us know if you are interested in this information.

INFORMATION OF ELIGIBLE LIHWAP HOUSEHOLDS

We will notify water/sewer providers regularly of newly eligible customers. To simplify the secure exchange of customer information, there will be an authorized online portal where agencies and local providers will access customer information.

For the eligible LIHWAP households, we will need to know whether the customer account is active, whether it is in arrears; and, if in arrears, the arrearage amount; as well as additional information. Initially, payments will be made on customer accounts that have been terminated or are in arrears.

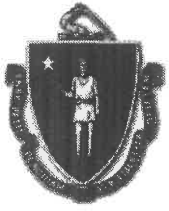
More guidance will follow. For example, there are a variety of items that will need to be addressed such as accounts for multi-unit homes occupied by eligible owners, billing name or account number mismatches, etc.

We look forward to working with you in assisting our mutual customers.

If you have any questions, please contact me at 413-418-3659 or hdunn@bcacinc.org

Regards,

Hope Dunn



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

**LIHWAP Information Memorandum
IM 2022-01**

To: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: Clarifications regarding the LIHWAP Vendor Contracts
DATE: July 13, 2022

The Department of Housing and Community Development (DHCD) has received inquiries regarding the Federal Fiscal Year 2022 Low Income Household Water Assistance Program (LIHWAP) Vendor Contract (the Vendor Contract).

DHCD is issuing this Information Memorandum (IM) to provide guidance and clarification related to the LIHWAP Vendor Contracts. This IM acts as a supplement to the Vendor Contracts. To the extent that the provisions of the Vendor Contracts explicitly noted herein conflict with this IM, this IM supersedes the below noted provisions of the Vendor Contracts. The Vendor Contracts shall otherwise remain in full force and effect.

The following clarifications are offered regarding certain provisions of the Vendor Contract:

- **Section 1, paragraph 1** of the Vendor Contract, contains the following sentence:
“The Vendor’s obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU), or OCS.”

The Vendor Contract is a boilerplate agreement that is utilized across the program. It is the intent of DHCD that the foregoing sentence in the Vendor Contract shall only be applicable to Vendors that are already under the purview of the DPU. DHCD does not have the jurisdiction to place Vendors under the authority of the DPU. Therefore, a vendor, not currently under the DPU’s authority, that signs the Vendor Contract remains outside the purview of the DPU.

- **Section 8, B.** of the Vendor Contract, contains the following sentence:

“The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;”.

DHCD is clarifying that “June 15th” in this sentence shall be replaced with “September 1st” so the sentence shall now read: “The Vendor shall submit final billing by ~~June 15th~~ September 1st of the Program Year and

return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022.”

- **Section 8, E.** of the Vendor Contract, contains the following sentence:

“The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;”.

DHCD is clarifying that “one billing cycle” in this sentence shall be replaced with “30 days” so the sentence shall now read: “The Vendor shall maintain said services for at least ~~one billing cycle~~ 30 days upon payment or commitment, whichever is first”.

- **Section 8, M.** of the Vendor Contract, disregard.

This section is no longer relevant given how close the program year end is. The subsequent item under this Section will remain Section 8, N.

- **Section 21** of the Vendor Contract includes the following sentence:

“This clause is not an attempt to waive the statutory liability limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258.”

DHCD is clarifying that this sentence shall read: “This clause is not an attempt to waive the statutory liability limits afforded to the Agency and the Vendor pursuant to Massachusetts General Laws Chapter 258.”

The Vendor Contracts shall otherwise remain in full force and effect.

As part of its monitoring practices, DHCD reviews the signed Vendor Contracts and may monitor for adherence to these requirements.

From time to time, DHCD will continue to offer guidance to the local administering agencies (LAAs) on the program documents when the need arises. **Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors.** If you have any questions regarding this communication, please contact your Program Representative.

We appreciate your continued commitment to the program.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Jennifer D. Maddox, Undersecretary

**LIHWAP Information Memorandum
IM 2023-02**

To: LIHWAP Executive and Program Directors
FROM: Edward Kiely, Community Services Unit Manager
SUBJECT: LIHWAP Vendor Contract Clarifications
DATE: February 9, 2023

With the recent approval of the revised LIHWAP Model State Plan, the Department of Housing and Community Development (DHCD) drafted the following Informational Memorandum (IM) regarding the Federal Fiscal Year 2022 Low Income Household Water Assistance Program (LIHWAP) Vendor Contract (the Vendor Contract).

BACKGROUND

DHCD is issuing this Information Memorandum (IM) to provide guidance and clarification related to the LIHWAP Vendor Contracts. This IM acts as a supplement to the Vendor Contracts. To the extent that the provisions of the Vendor Contracts explicitly noted herein conflict with this IM, this IM supersedes the below noted provisions of the Vendor Contracts. The Vendor Contracts shall otherwise remain in full force and effect.

UPDATE

The following clarifications are offered regarding certain provisions of the Vendor Contract to reflect amendments made to the LIHWAP Model State Plan:

- **Section 8, B.** of the Vendor Contract, contains the following sentence:

"The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;".

DHCD is updating the previous clarification issued in the IM 2022-01 clarifying that "2022" in this sentence shall be replaced with "2023" so the sentence shall now read "The Vendor shall submit final billing by ~~June 15th~~ September 1st of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, ~~2022~~ 2023." Please note the blue "~~June 15th~~" and "September 1st" in this sentence was updated in the July 2022 IM.

- **Section 8, M.** After one year, any credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
This section remains struck from the vendor agreement.

The IM 2022-01 issued on July 13, 2022, titled *Clarifications regarding the LIHEAP Vendor Contracts*, remains in effect (see attached). Where items in IM 2022-01 conflict with items in this IM (2023-01), IM 2023-01 supersedes both IM 2022-01 as well as the original Vendor Contract. All other items in the original Vendor Contract shall otherwise remain in full force and effect.

As part of its monitoring practices, DHCD reviews the signed Vendor Contracts and may monitor for adherence to these requirements.

CONCLUSION

From time to time, DHCD will continue to offer guidance to the local administering agencies (LAAs) on the program documents when the need arises.

Please share this IM with all appropriate personnel within your agency as well as with your water/wastewater vendors. If you have any questions regarding this communication, please contact Edward.Kiely@mass.gov.

We appreciate your continued commitment to the program.

Low Income Household Water Assistance Program (LIHWAP)

What: The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service and pay toward arrearages of water and wastewater services in the federal fiscal year 2022 (October 1, 2021, through September 30, 2022).

Who: This program will serve income eligible customers who are directly billed for their service(s) *and* whose service has been either terminated for non-payment, or who have an arrearage. Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$78,751. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached income-eligibility-and-benefit-levels chart for an overview of potential benefits and income limits by household size.

How: One application serves as the application for both LIHEAP and LIHWAP programs. Households can apply online¹ or via appointment.

Where: Applications are taken by 20 local administrating agencies² (LAAs) that cover the entirety of Massachusetts.

Vendor Notification and Billing: Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://toapply.org/MassLIHEAP>

2. <https://hedfuel.azurewebsites.net>

02-23 NRM



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: MEZZE EVENTS Date: 6/11/23
Address of Applicant: 777 COLD SPRING RD.
Phone: 413.458.8745 Email: CATERING@MEZZEINC.COM

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: NORMAN ROCKWELL MUSEUM
Address of proposed entertainment: 9 GLENDALE RD. STOCKBRIDGE

Manager/Owner: _____

Phone: _____ Email: _____

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

TENT

Description of location: (i.e.museum, garden, estate): TENT BETWEEN MUSEUM
ROCKWELL STUDIO

Floor Plan: Attach a floor plan showing:

Dimensioned area of licensed premises;
Proposed location of bars or service area;
Seats or bench areas, secured and/or moveable; and
Entrances and exits



Attach written plan for the control of litter

garbage & recycling plan

Type of Event (i.e. exhibit opening, fundraiser, wedding):

Wedding

Date of Event:

8.19.23

Event Start Time:

5PM

Event End Time:

11PM

Type of Beverages:

All Alcoholic _____

Wines and Malt Only _____



(Not-for-profit only)

Number of attendees expected:

120

(if >250 persons, applicant must notify Chief of Police)

No special licensee may sell any alcoholic beverage other than those purchased from a licensee under M.G.L. c. 138 §§ 18, 19, 19B, or 19C or from a holder of a special permit to sell issued under M.G.L. c. 138 § 22A. Event participants are PROHIBITED from bringing their own alcoholic beverages to the event and Special licensees CANNOT purchase alcoholic beverages from a package store. A list of approved sellers can be found at

<https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc>

Please refer to the Town of Stockbridge Alcoholic Beverage License Policies and the ABCC

(<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>) for complete rules and regulations.

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

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



Date

Office Use Only:

Date Received: _____

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: _____

TO WHOM IT MAY CONCERN,

FOR OUR APPLICATION FOR ONE DAY LIQUOR LICENSE REQUESTED FOR 8/19/23 AT THE NORMAN ROCKWELL MUSEUM, WE ARE SUBMITTING THE FOLLOWING PLANS:

CONTROL OF LITTER:

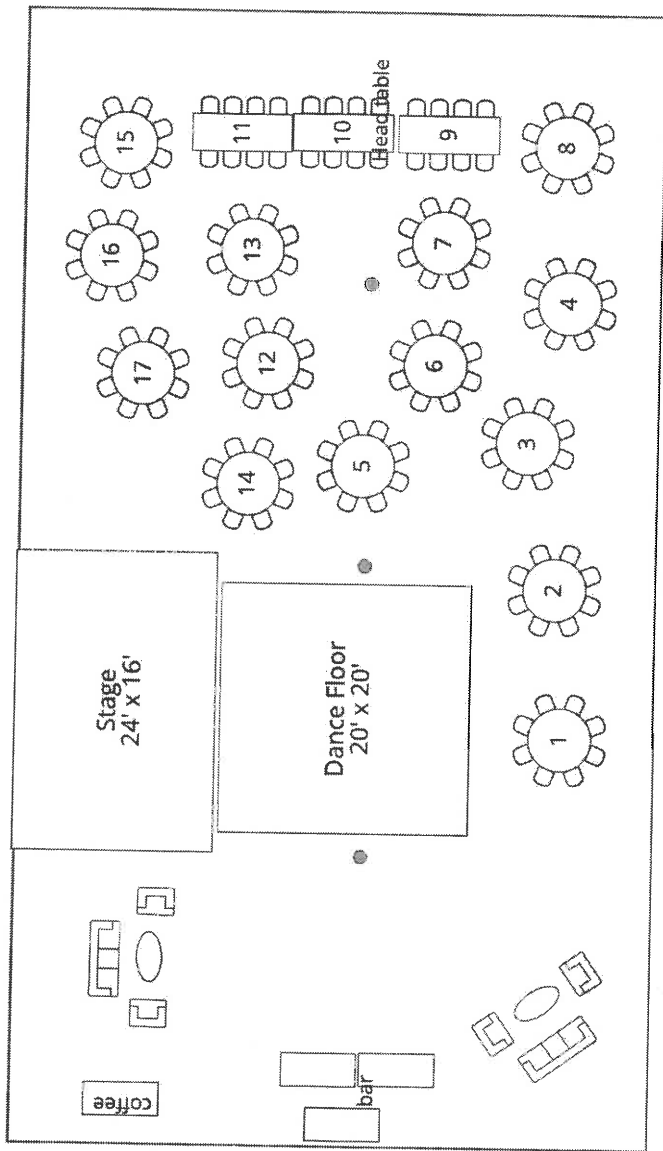
THERE WILL BE BETWEEN 12-16 STAFF WHO WILL BE RESPONSIBLE TO LEAVE THE GROUNDS TIDY AND WITHOUT LITTER. WE HAVE RENTED SEVERAL TRASH AND RECYCLING RECEPTACLES TO HELP FACILITATE THIS TASK. THERE ARE DUMPSTERS AND LARGER RECYCLING UNITS ON THE PROPERTY WHERE TRASH + RECYCLING WILL ULTIMATELY BE REMOVED FROM.

PARKING PLAN:

MOST GUESTS WILL BE TRANSPORTED TO THE PROPERTY VIA BUS. ANY GUESTS THAT DRIVE + STAFF + VENDORS WILL BE DIRECTED TO PARK IN THE MAIN PARKING LOT AT THE NORMAN ROCKWELL MUSEUM. THERE ARE A FAR GREATER NUMBER OF SPACES AVAILABLE THAN CARS EXPECTED

VERY RESPECTFULLY,

LINDA STRIPP



13-23 BBG



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: 6/2
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.)

Center House

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

Floor Plan: Attach a floor plan showing:

Dimensioned area of licensed premises;
Proposed location of bars or service area;
Seats or bench areas, secured and/or moveable; and
Entrances and exits

Attach written plan for the control of litter

Type of Event (i.e. exhibit opening, fundraiser, wedding): graduation

Date of Event: 7/28/23

Event Start Time: 5PM

Event End Time: 8PM

Type of Beverages: All Alcoholic X Wines and Malt Only _____
(Not-for-profit only)

Number of attendees expected: 75 (if >250 persons, applicant must notify Chief of Police)

No special licensee may sell any alcoholic beverage other than those purchased from a licensee under M.G.L. c. 138 §§ 18, 19, 19B, or 19C or from a holder of a special permit to sell issued under M.G.L. c. 138 § 22A. Event participants are PROHIBITED from bringing their own alcoholic beverages to the event and Special licensees CANNOT purchase alcoholic beverages from a package store. A list of approved sellers can be found at

<https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc>


Please refer to the Town of Stockbridge Alcoholic Beverage License Policies and the ABCC

(<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>) for complete rules and regulations.

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 > attached
- ☐ Parking Plan
- ☐ Control of Litter Plan 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.

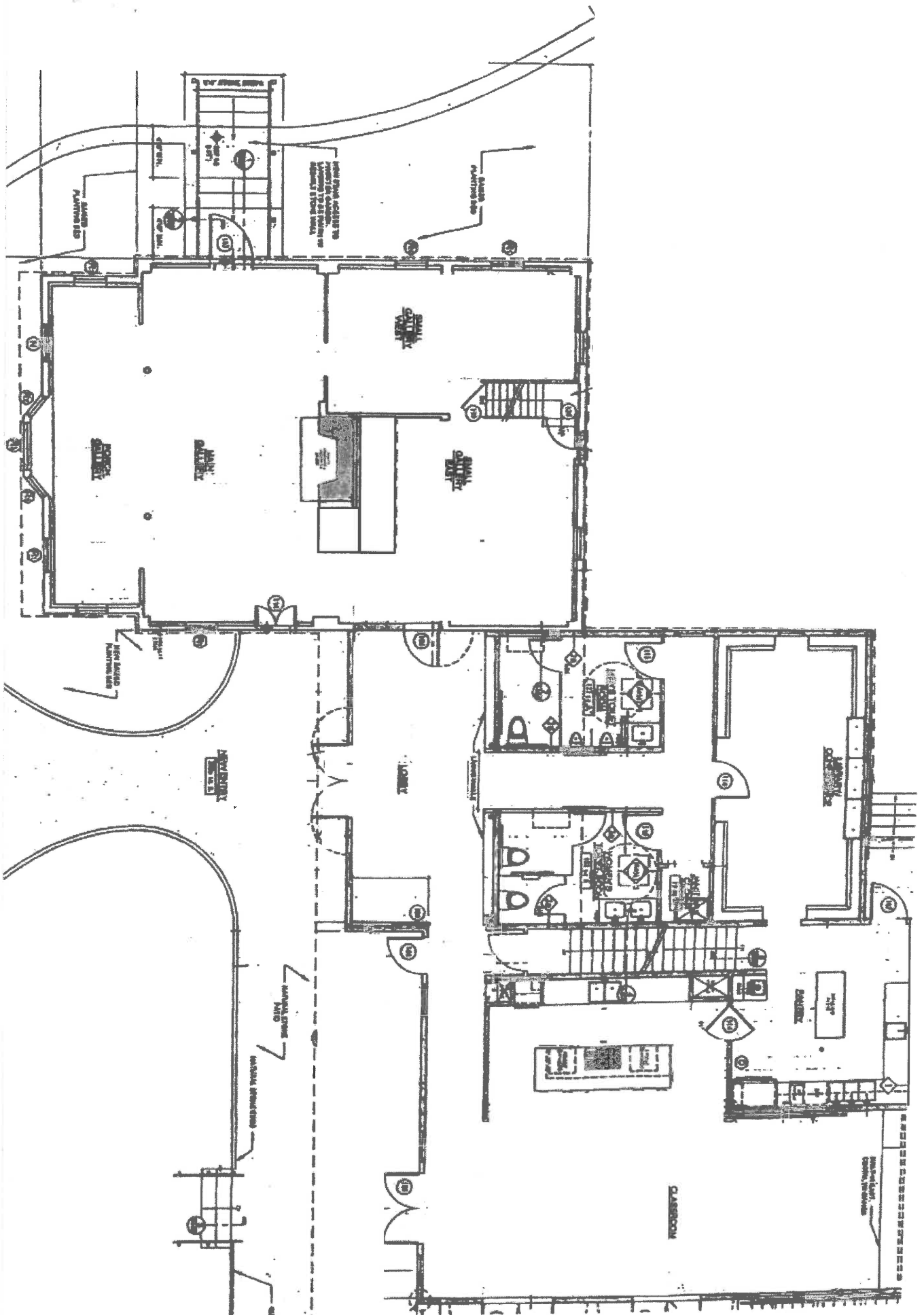

Signature

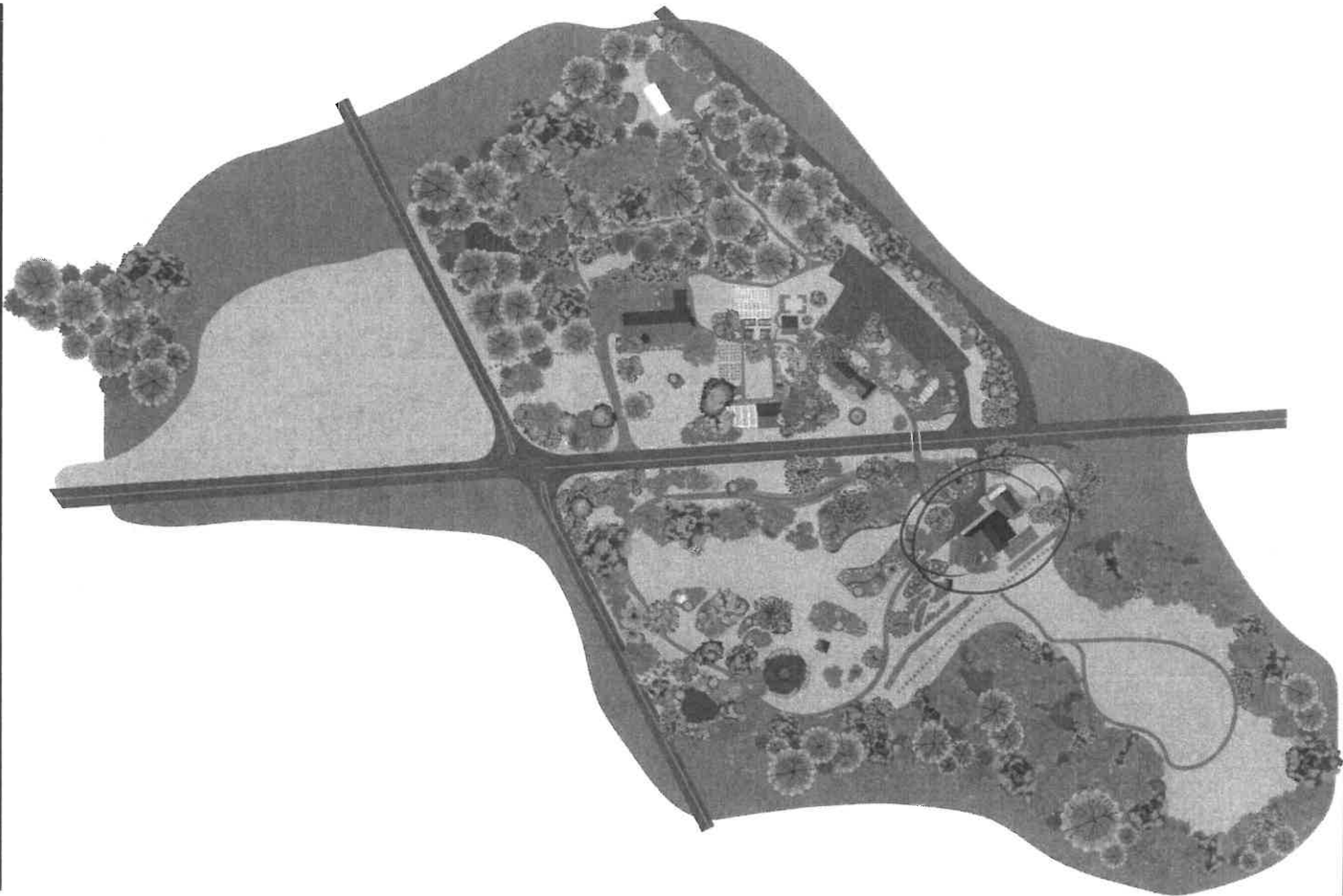
6/9/23
Date

Office Use Only:

Date Received: _____

Payment Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Written Approval if required:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Floor Plan Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Liquor Liability Insurance Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Parking Plan:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Control of Litter Plan Received	YES <input type="checkbox"/>	NO <input type="checkbox"/>
			Copy of Certified Bartender Card:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Approval:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Permit Issued: _____		







Town of Stockbridge

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

\$60
14-23 BBG
15-23

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.

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Applicant: Rachel Durgin Date: 6/2
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.)

oval garden / Center House

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

Floor Plan: Attach a floor plan showing:

Dimensioned area of licensed premises;
Proposed location of bars or service area;
Seats or bench areas, secured and/or moveable; and
Entrances and exits

Attach written plan for the control of litter

Type of Event (i.e. exhibit opening, fundraiser, wedding): festival

Date of Event: 10/7/23 - 10/8/23

Event Start Time: 8AM

Event End Time: 5PM

Type of Beverages: All Alcoholic X Wines and Malt Only _____
(Not-for-profit only)

Number of attendees expected: 10,000 (if >250 persons, applicant must notify Chief of Police)

No special licensee may sell any alcoholic beverage other than those purchased from a licensee under M.G.L. c. 138 §§ 18, 19, 19B, or 19C or from a holder of a special permit to sell issued under M.G.L. c. 138 § 22A. Event participants are PROHIBITED from bringing their own alcoholic beverages to the event and Special licensees CANNOT purchase alcoholic beverages from a package store. A list of approved sellers can be found at

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(<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>) for complete rules and regulations.

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- ☐ \$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.

Bur

Signature

6/9/23

Date

Office Use Only:

Date Received: _____

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 ☐

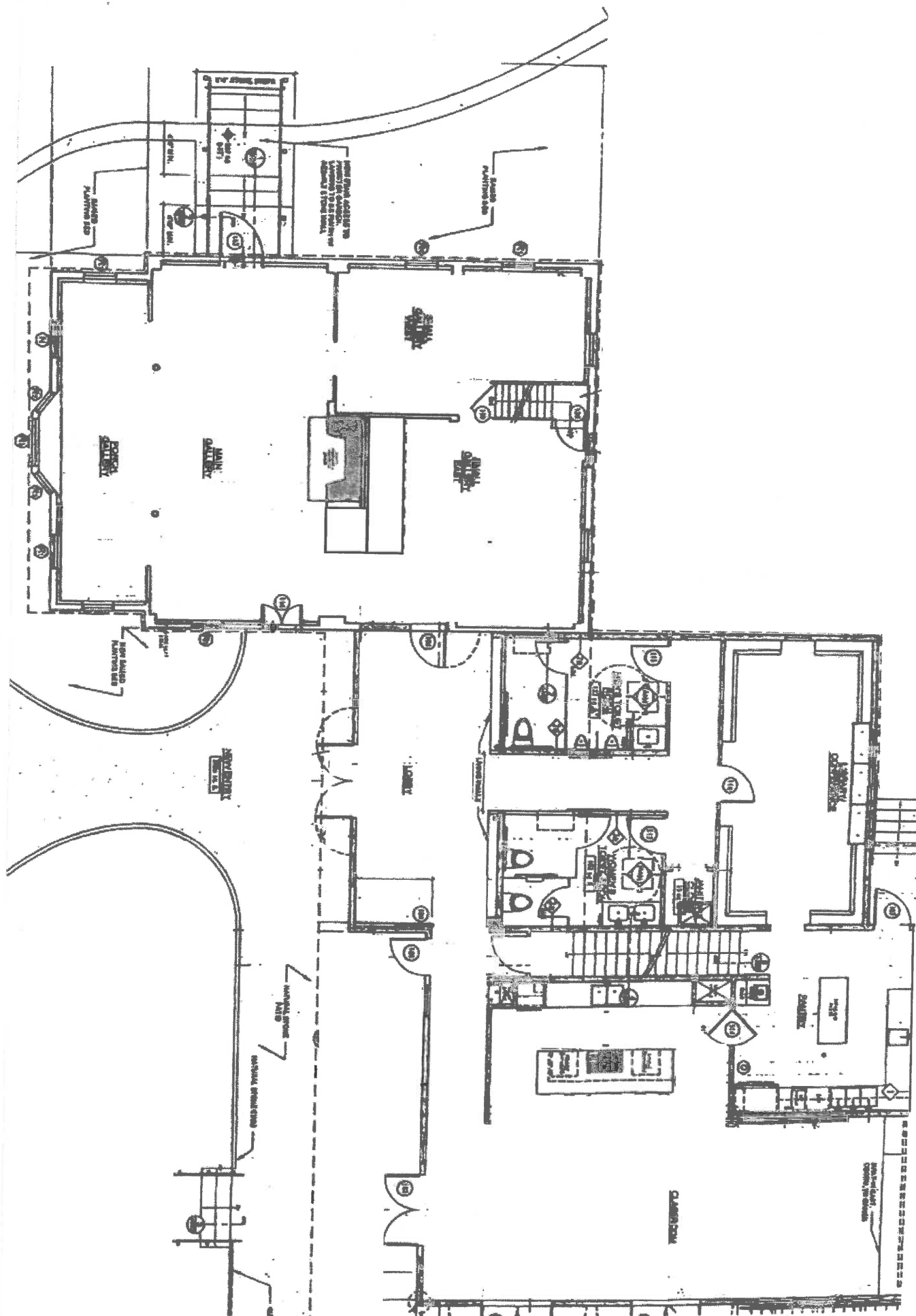
Copy of Certified Bartender Card: YES ☐

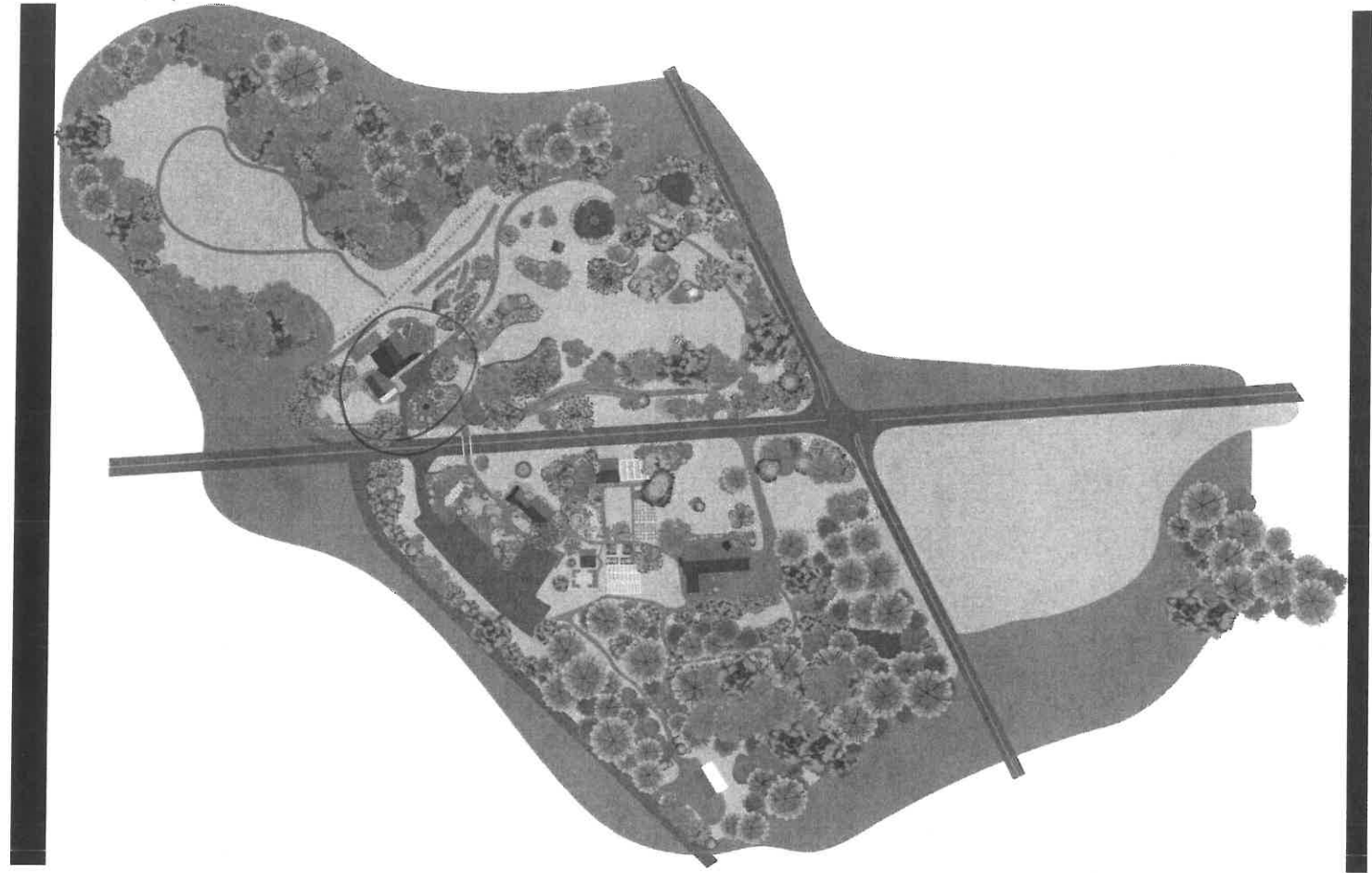
NO ☐

License Approval: YES ☐

NO ☐

Permit Issued: _____





16-23 BBG



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: 6/2
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

Floor Plan: Attach a floor plan showing:

Dimensioned area of licensed premises;
Proposed location of bars or service area;
Seats or bench areas, secured and/or moveable; and
Entrances and exits

Attach written plan for the control of litter

Type of Event (i.e. exhibit opening, fundraiser, wedding): reception

Date of Event: 7/19/23

Event Start Time: 5PM

Event End Time: 8PM

Type of Beverages: All Alcoholic X Wines and Malt Only _____
(Not-for-profit only)

Number of attendees expected: 100 (if >250 persons, applicant must notify Chief of Police)

No special licensee may sell any alcoholic beverage other than those purchased from a licensee under M.G.L. c. 138 §§ 18, 19, 19B, or 19C or from a holder of a special permit to sell issued under M.G.L. c. 138 § 22A. Event participants are PROHIBITED from bringing their own alcoholic beverages to the event and Special licensees CANNOT purchase alcoholic beverages from a package store. A list of approved sellers can be found at

<https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc>

Please refer to the Town of Stockbridge Alcoholic Beverage License Policies and the ABCC

(<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>) for complete rules and regulations.

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 > attached
- ☐ Parking Plan
- ☐ Control of Litter Plan 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

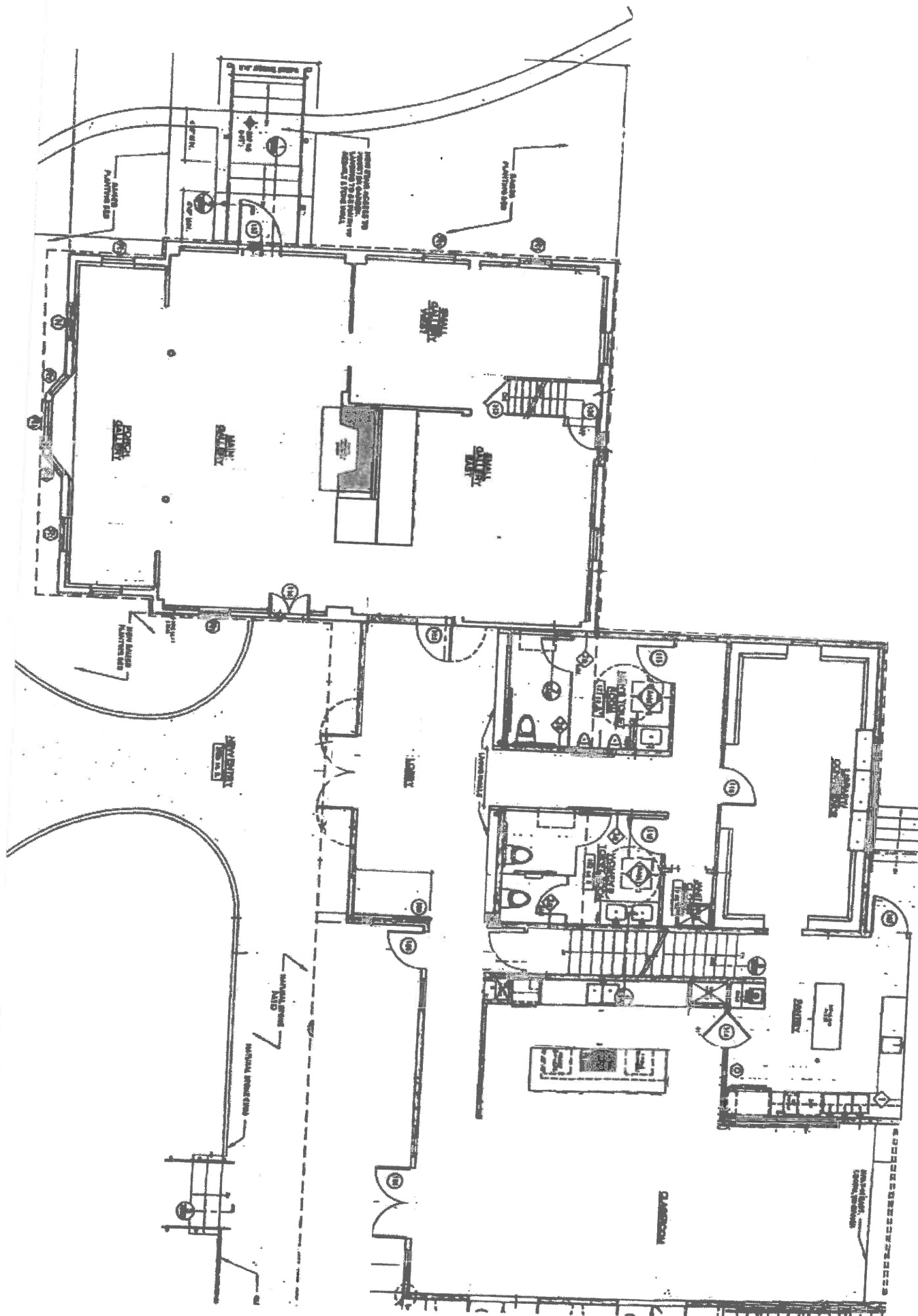
6/9/23

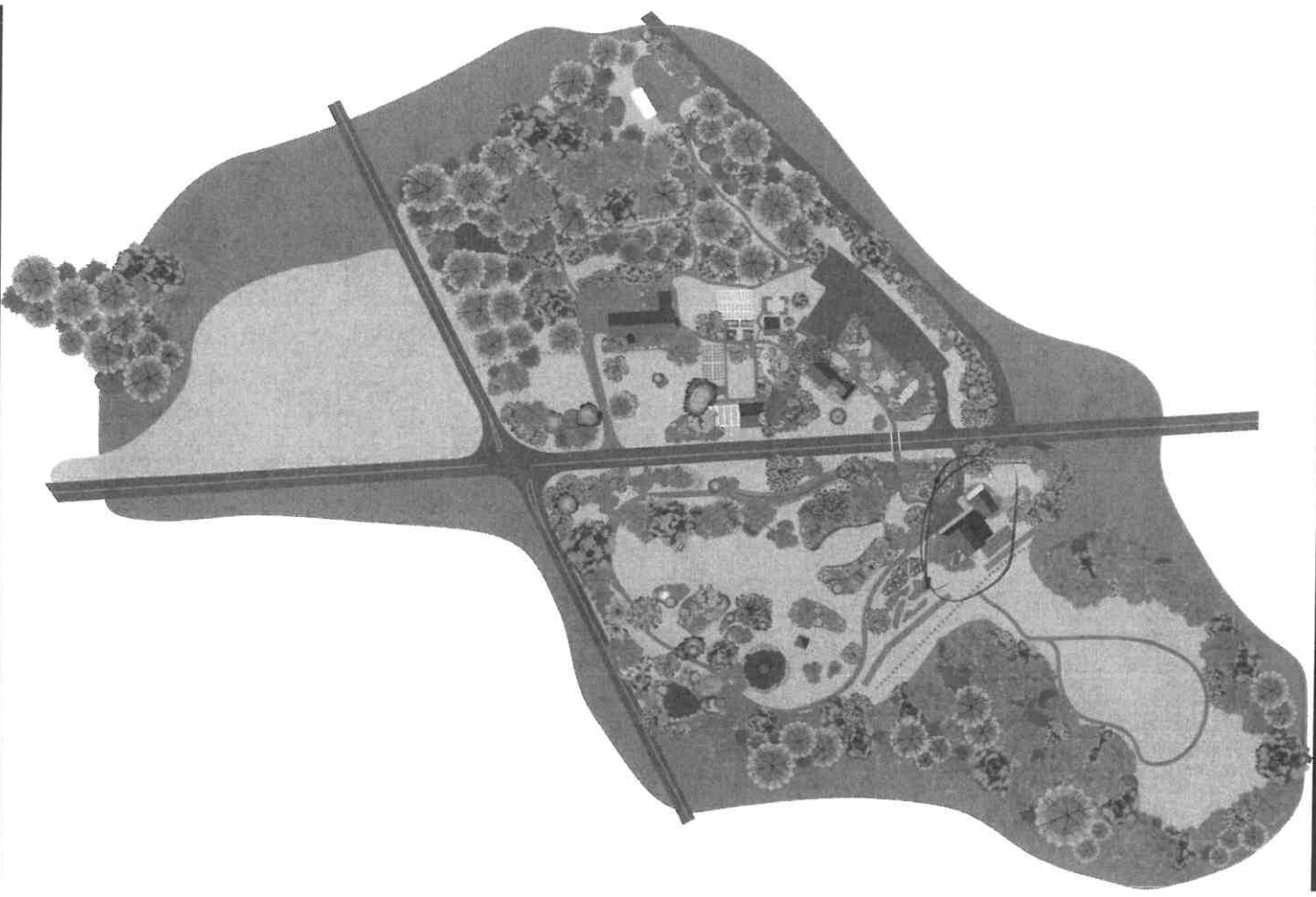
Date

Office Use Only:

Date Received: _____

Payment Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Written Approval if required: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Floor Plan Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Liquor Liability Insurance Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Parking Plan: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Control of Litter Plan Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Copy of Certified Bartender Card: YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Approval: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Permit Issued: _____	





17-23 BBG



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: 6/8/23

Address of Applicant: 5 W Stockbridge Rd

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.)

education center

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

Floor Plan: Attach a floor plan showing:

Dimensioned area of licensed premises;
Proposed location of bars or service area;
Seats or bench areas, secured and/or moveable; and
Entrances and exits

Attach written plan for the control of litter

Type of Event (i.e. exhibit opening, fundraiser, wedding): fundraiser

Date of Event: 7/8/23

Event Start Time: 5PM

Event End Time: 8PM

Type of Beverages: All Alcoholic X Wines and Malt Only _____
(Not-for-profit only)

Number of attendees expected: 150 (if >250 persons, applicant must notify Chief of Police)

No special licensee may sell any alcoholic beverage other than those purchased from a licensee under M.G.L. c. 138 §§ 18, 19, 19B, or 19C or from a holder of a special permit to sell issued under M.G.L. c. 138 § 22A. Event participants are PROHIBITED from bringing their own alcoholic beverages to the event and Special licensees CANNOT purchase alcoholic beverages from a package store. A list of approved sellers can be found at

<https://www.mass.gov/service-details/apply-for-a-special-license-or-permit-abcc>

Please refer to the Town of Stockbridge Alcoholic Beverage License Policies and the ABCC

(<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>) for complete rules and regulations.

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 team collects and disposes

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.

Bull
Signature

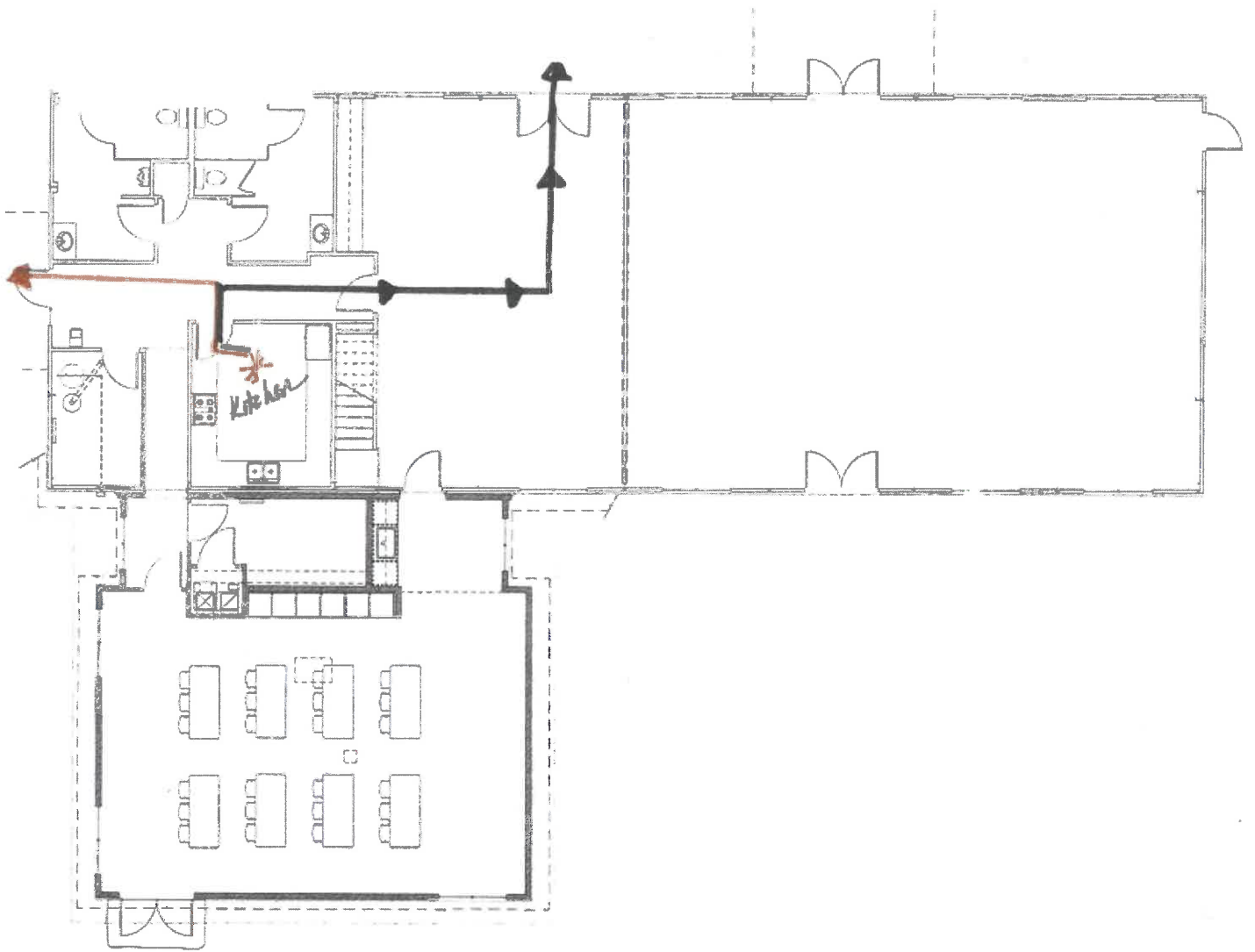
6/8/23
Date

Office Use Only:

Date Received: _____

Payment Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Written Approval if required: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Floor Plan Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Liquor Liability Insurance Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>
Parking Plan: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Control of Litter Plan Received: YES <input type="checkbox"/>	NO <input type="checkbox"/>
		Copy of Certified Bartender Card: YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Approval: YES <input type="checkbox"/>	NO <input type="checkbox"/>	Permit Issued: _____	





TOWN OF STOCKBRIDGE
CONSULTANT AGREEMENT
FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM
AND ENERGY-RELATED SERVICES

This Consultant Agreement is made and entered into this _____ day of _____, 20__, by and between the Town of Stockbridge ("Town"), a municipal corporation having its principal place of business at 50 Main Street, Stockbridge, MA 01262 as represented by Michael Canales, Town Administrator, acting for and on behalf of the Town who signs these presents in his official capacity and incurs no liability in his individual capacity, and Colonial Power Group, Inc., having its principal place of business at 5 Mount Royal Avenue, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: See Attachment A.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Scope of Services which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, the Consultant and the Town agree, understand and recognize that pursuant to M.G.L. c. 149, § 148B, the Consultant is: (1) free from control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Town; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the service.

APPLICABLE LAW: This Agreement shall be construed in accordance with the Uniform Procurement Act, M.G.L. c. 30B, and other laws of the Commonwealth of Massachusetts.

PAYMENT TERMS AND SCHEDULE: The Consultant shall receive a price of .001 per kilowatt hour (kWh). Said price per kWh shall be the complete price for all services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier.

TAX COMPLIANCE: The Consultant has provided certification of tax compliance in accordance with M.G.L. c. 62C, § 49A.

UNEMPLOYMENT CONTRIBUTION: The Consultant complies with all laws of the Commonwealth of Massachusetts relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT: The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment

provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated there under.

INDEMNIFICATION: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the Town may sustain which arise out of or in connection with the Consultant's performance of a Contract, by the Consultant, its employees, or agents, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Consultant further agrees to reimburse the Town for damage to the Town's property caused by the Consultant, its employees or agents, unless damage is caused by the Town's gross negligence or willful misconduct. After prompt notification of a claim by the Town, the Consultant shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Town shall not be liable for any costs incurred by the Consultant arising under this paragraph.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town Administrator.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing, in compliance with M.G.L. c. 30B, and signed by officials with authority to bind the Consultant and the Town.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that abandonment or delay of services, or the supply of reports after the date of execution of this Agreement, shall be a breach of this Agreement. The Town may, by whatever legal remedies are available to it, complete or cause to be complete, the work or services and the Consultant shall bear full responsibility of the entire cost of completing the terms of the Agreement and agrees to pay to the Town any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of any of the foregoing causes.

PROCUREMENT ERRORS: If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement shall become null and void.

TERMINATION: This Agreement shall terminate on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated under this Section upon prior written notice to the Consultant; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement and its incorporated attachments shall be sufficient cause for the Town to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant.

SEVERABILITY: And it is further agreed by the Consultant and the Town that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect.

ENTIRE AGREEMENT CLAUSE: The Town and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Town and the Consultant, and no other binding agreement exist other than those incorporated herein.

DURATION OF CONTRACT: It is agreed the duration of this Agreement shall be 5 years with options to renew/extend for 5 years. These options are exercisable solely at the Town's discretion. It is understood and agreed that there is no financial contractual obligation of the Town in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

IN WITNESS WHEREOF, the said Consultant, and the said Town hereto set our hands and seals.

**FOR THE CONSULTANT
BY:**

Mark Cappadona, President

Date: _____

**FOR THE TOWN OF STOCKBRIDGE
BY ITS TOWN ADMINISTRATOR:**

Michael Canales, Town Administrator

Date: _____

ATTACHMENT A

SCOPE OF SERVICES / DELIVERABLES

1. OBTAINING AND ANALYZING LOAD DATA

The Consultant shall obtain and analyze the electrical load data for all consumers of electricity in the Town.

2. PREPARATION AND ISSUANCE OF RFP's FOR SUPPLY OF POWER

The Consultant shall develop a Request for Proposals ("RFP") for power supply for review and approval by the Town. In general, the procurement document shall include several components:

1. description of the load aggregation (potential size of the aggregated load, and the number of customers and/or accounts);
2. services and features desired by the Town;
3. qualification criteria required in order to have a bid considered;
4. criteria used to select the supplier;
5. essential provisions of the standard contract between the chosen supplier and the Town on behalf of participating eligible consumers; and
6. term of service.

The Consultant shall assist the Town with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the Town and meets the goals of the Town's Municipal Aggregation Program. Bids from suppliers shall be evaluated based on price, the supplier's proposed contract terms and conditions, reputation of supplier, quality of supplier's service, extent to which service meets Town's needs, supplier's past relationship with the Town, and previous work experience with governmental agencies. The Consultant shall obtain and verify references for similar supply contracts, if available.

3. BROKER SERVICES AND NEGOTIATIONS FOR SUPPLY CONTRACT

The Consultant shall act as the Town's broker during the procurement process. The Consultant shall provide all technical services during the negotiations and term of any contract with prospective power suppliers.

4. CUSTOMER ENROLLMENT / TRANSITION PROCESS

After approval of the price and term of the agreement by the Town with a supplier, the Consultant shall take all measures necessary to effectuate the transfer of customer data from the local distributor to the new supplier. The Consultant shall also manage the customer enrollment and opt-out process.

The Consultant shall have established procedures to respond to:

1. consumer queries and problems;
2. power supplier problems;
3. Distribution Company problems; and
4. media queries.

5. PUBLIC EDUCATION

The Consultant shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Town, including meetings with representative from the media. The Consultant shall prepare a recommended public education and information strategy to be used as part of the municipal aggregation program following commencement of the supply contract.

6. LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), and any other state agency if applicable.

7. MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM

The Consultant will administer and provide technical oversight of the Town's Municipal Aggregation Program including:

1. monitoring and reporting on compliance by the supplier with all contract terms and conditions;
2. resolution of contract issues;
3. administration of the "opt-out" process for customers;
4. participation in negotiations with the competitive suppliers and the distribution company serving the Town relating to the Municipal Aggregation Program;
5. preparation of written reports on the ongoing operations of the Town's Municipal Aggregation Program to be submitted on a quarterly basis to the Town; and
6. routine updates and attendance at meetings with the Town officials, Board and Committees.

8. MAINTENANCE OF EFFORT

After a contract is executed between the Town and an electricity supplier, the Consultant shall conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the Town's Municipal Aggregation Program.