



BOARD OF TRUSTEES MEETING
November 19, 2024 at 6:30 pm, via Zoom

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84678233103>

Or Telephone: +1 929 205 6099

Webinar ID: 846 7823 3103

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Affordable Housing Trust will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the town's website, at www.townofgb.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. All votes are roll call.

AGENDA

Call to Order, the chair will announce the members participating remotely.

- Approve minutes of previous meetings

Trust Related Activities

- North Plain Road/Prosperity Way
 - Purchase and sale, development agreement
- 255 Park Street, Housatonic

Reports

- Financial reporting

Old Business

- CPA application
- ADU Pilot program.
- Planning Board Review of mobile home and tiny house letters.

New Business

- Down payment assistance applications
 - 215 Oak Street
 - 390 North Plain Road
- Affordable Housing Tax Exemption

Trustee Speak/ Citizen Speak/ Media Time

Next meeting December 17, 2024 6:30 pm. *To be confirmed*

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

Properity Way Working Schedule

Stage	Activity	Start Date	End Date
Infrastructure	Substantial Completion	10/01/24	05/31/25
PSA	Site Control	04/01/25	04/30/25
Infrastructure	Final Completion	05/31/25	08/31/25
Land Transfer	Site Control	08/01/25	09/01/25
Stage One Building	Modular (7 buildings) Starts	07/01/25	11/01/26
Stage One Building	Conventional Frame (3 Buildings)	09/01/25	03/01/26
Stage Two Building	Modular	09/01/26	09/01/27
Stage Two Building	Conventional Frame	03/01/26	09/01/28

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on this ____ day of _____, 2024, by and between the **Great Barrington Affordable Housing Trust Fund**, organized under section 55C of Chapter 44 of the Massachusetts General Laws, acting by and through its Board of Trustees, having an address of 334 Main Street, Great Barrington, Massachusetts 01230, as “Seller,” and **Central Berkshire Habitat for Humanity, Inc.**, a Massachusetts non-profit corporation, having an address of 314 Columbus Avenue, Pittsfield, Massachusetts 01201, as “Buyer.”

1. Premises. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, a parcel of land, with any and all improvements thereon, at North Plain Road, in the Village of Housatonic within the Town of Great Barrington, Berkshire County, shown as Map 45, Parcel 1 of the Great Barrington Assessors’ Maps, and further described in the Southern Berkshire Registry of Deeds (the “Registry”) in Book 2603, Page 343 (the “Premises”).
2. Title. Said Premises are to be conveyed by a release deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except provisions of existing building and zoning laws.
3. Consideration. The total purchase price for the Premises is ONE DOLLAR AND NO CENTS (\$1.00).
4. Deed; Plan. Seller shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, Buyer shall deliver such plan in form adequate for recording or registration.
5. Date and Place of Closing. Such deed is to be delivered within thirty (30) days after the Site Work by the Town of Great Barrington (as defined in the Development Agreement) is finished. The closing will be held at the offices of the Buyer’s attorney in Pittsfield, Berkshire County, Massachusetts. It is agreed that time is of the essence of this Agreement.
6. Possession and Condition of Premises. The Premises consist of 7.25 acres on the west side of North Plain Road also known as Route 41, in Housatonic.
7. Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then this Agreement shall terminate and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller, in its sole and absolute discretion, elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller

shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

10. Acceptance of Deed. The acceptance and recording of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Insurance. Until the delivery of the deed, Seller shall maintain insurance on the Premises as it presently has.

12. Liability of Trustee, Shareholder, Fiduciary. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

13. Representations and Warranties. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either Seller or the Broker(s): NONE.

14. Brokers. The Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. The Buyer and Seller agree to defend and indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

15. Development Agreement. Seller shall convey the Premises to Buyer subject to the Development Agreement attached hereto as Exhibit A and incorporated herein (the

“DA”), which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said DA shall govern the development of the Premises and require, among other things, the following mandatory terms:

- (a) *Construction Obligation*: Buyer shall, at its sole cost and expense, complete construction of 20 units of home ownership housing (the “Unit”) on the Premises and convey units to Eligible Purchasers, as defined below.;
- (b) *Affordable Housing Purposes*: The Premises shall be used in perpetuity for housing for a household earning no more than a hundred percent (100%) of the area median income for the Town of Great Barrington, as defined by the United States Department of Housing and Urban Development (“HUD”), adjusted for household size (the “Eligible Purchaser”).
- (c) *Deed Rider*: Buyer shall, with the deed to the Premises to an Eligible Purchaser, record an affordable housing Deed Rider, enforceable by Buyer in perpetuity, free of liens and encumbrances, meeting the requirements of G.L. c. 184, §§ 31 and 32, and in form and substance acceptable to Buyer.
- (d) *Sale or Transfer of Premises*: Buyer shall not convey or transfer the Premises or any portion thereof to any person or entity other than to Eligible Purchasers.

18. Contingencies. The obligation of each party to close is subject to the satisfaction at or before the closing of all of the following conditions:

- (a) *Land Development Agreement*: Buyer and Seller shall execute and record the DA attached hereto as Exhibit A;
- (b) *Disclosure*: Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38;
- (c) *Permits*: Buyer shall have obtained all zoning permits and approvals, with appeal periods having expired without any appeal being filed, or if filed, the final adjudication of such appeal pursuant to a final court order without further appeal (collectively, the “Permits”) from all local authorities necessary to construct the Unit on the Premises;
- (d) *Compliance*: Compliance by the Buyer and Seller with any other requirements of Massachusetts General or Special laws relative to the disposition of real property by the Seller, and Buyer and Seller agree to diligently pursue full compliance with said laws.

19. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United

States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed:

Seller: Town of Great Barrington
Affordable Housing Trust Fund
334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-1619

With a copy to: Town Manager
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-1619

With a copy to: Counsel to the Town of Great Barrington
KP Law, PC
101 Arch Street
Boston, MA 02110
Telephone: 800-548-3522

Buyer: Central Berkshire Habitat for Humanity, Inc.
314 Columbus Avenue
Pittsfield, MA 01201
Attention: CEO, Carolyn Valli
Telephone: (413) 281-5051

With a copy to: Elisabeth C. Goodman, Esq.
Cain, Hibbard & Myers PC
66 West St.
Pittsfield MA, 01201

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

20. Title or Practice Standards. Any title or practice matter which is a subject of a title or practice standard of the Real Estate Bar Association for Massachusetts shall be governed by said title or practice standard to the extent applicable, unless otherwise specifically stated in this Agreement. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company acceptable to the Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

21. Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises by eminent domain by an entity other than the Seller, then at Buyer's option, this Agreement may be terminated and, in such event, Buyer and Seller agree that all obligations under this Agreement and any other agreements between Buyer and Seller with respect to the Premises shall also be terminated and all damages paid for such taking shall be paid to the Seller.

22. Cooperation. The Seller agrees to use reasonable efforts to assist the Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, but the Buyer acknowledges that the Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

23. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

24. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording.

25. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

27. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

[Signature

Page

Follows]

Executed as a sealed instrument as of the date first above written.

CENTRAL BERKSHIRE HABITAT FOR TOWN OF Great Barrington
HUMANITY, INC. By its Affordable Housing Trust Fund

By: _____
Name: Carolyn Valli
Title: Chief Executive Officer

_____,
Frederick Clark, Co-Chair

Ananda Timpane, Co-Chair

Exhibit A
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made as of this _____ day of _____, 2024, by and between the **Great Barrington Affordable Housing Trust Fund**, organized under section 55C of Chapter 44 of the Massachusetts General Laws, acting by and through its Board of Trustees, having an address of 334 Main Street, Great Barrington, Massachusetts 01230, hereinafter the “**Trust**,” and **Central Berkshire Habitat for Humanity, Inc.**, a Massachusetts non-profit corporation, having an address of 314 Columbus Avenue, Pittsfield, Massachusetts 01201, hereinafter the “**Developer**.”

Recitals

- A. The Trust is the current owner in fee simple of a certain Property on the west side of North Plain Road, also known as Route 41, in Housatonic, MA, a village within the Town of Great Barrington. The property is identified on the Great Barrington Assessors’ Maps as Map 45, Parcel 1). The July 2020 deed conveying the property to the Trust is recorded in the Southern Berkshire Registry of Deeds in Book 2603, Page 343 (the “Property” or “Project Site”). The Trust wishes to develop the Property as affordable homeownership housing. The Trust has determined that it can best accomplish this purpose by conveying the Property to a private developer to develop, construct, sell, and manage such housing while Town maintains long-term controls through this Agreement and a Regulatory Agreement.
- B. On or about October 15, 2020, the Trust issued a request for proposals (“RFP”) in connection with the contemplated development, construction and operation of between 14 to 20 affordable homes on the Property. On or about December 11, 2020, Developer submitted a proposal (the “Proposal”) to develop and construct between 14 to 20 residential units (subsequently Developer has determined it will construct up to 20 residential units on the Property) and associated site improvements and open space to be developed on the Property as generally described in the Proposal, which is incorporated herein by reference, and otherwise in accordance with this Agreement (the “Project”). On or about January 6, 2021, per a vote of the Trustees, the Trust designated the Developer as the developer for the Project.
- C. The Trust and the Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project in accordance with this Agreement as set forth below and any applicable Massachusetts General Laws.

Agreement

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1: Site Control; Deed

1.1 Determination of Project Site. The parties agree on the location of the Project Site as set forth above.

1.2 Deed to Project Site. The transfer of the Property will occur at the time and on the conditions as set forth in the Purchase and Sale Agreement between the parties for the Property.

1.3 Developer Right of Entry. Beginning from the Date of this Agreement, the Trust grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil

tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless Trust and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, and with due respect for the privacy and safety of residents and abutters of the Property, and consistent with any applicable noise or other bylaws of the Town of Great Barrington.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Developer shall improve the site with up to 20 units of permanently affordable housing and necessary infrastructure, in substantial conformance with its Proposal submitted in response to the Trusts' RFP and consistent with any zoning or permit requirements. Subject to Responsibilities defined below, Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project. The Trust shall participate as per the Responsibilities defined below.

2.2 Affordability. Each dwelling unit at the Project shall be subject to a permanent deed restriction such that the unit is affordable to households earning not more than 100% of the area median income applicable to Great Barrington, adjusted for family size.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an "as is" condition, with the site work and road construction done by the Town. Developer shall bear all other costs associated with the Project as contemplated hereunder. Trust will pay its own legal fees in connection with preparation and negotiation of this Agreement. Furthermore, the Trust shall pay for the items identified in Section 3.2 as Responsibilities of the Trust,

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items a,b,c below are required for documentation that the Developer is diligently pursuing his obligations to the Trust as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide Trust on a timely basis with all information with regard to Developer's activities which Trust reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide Trust with contractors' names and contact information.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep Trust fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide Trust with copies of formal submissions.

(d) Developer shall use diligent efforts to adhere to the Project Development Schedule attached set forth below.

(e) Developer has obtained a comprehensive permit pursuant to M.G.L. Ch. 40B. Developer will obtain all required building permits and other municipal, state or federal permits.

(f) Developer shall prepare and follow an affirmative fair housing marketing plan.

3.2 Responsibilities of Trust. The following matters shall be the primary responsibility of Trust, subject to appropriation and funds available:

(a) Trust and the Town of Great Barrington (the “Town”) shall cooperatively participate with Developer in preparing and submitting funding applications to the Town, State and other agencies

(b) The Town will construct the infrastructure and roadway to be called “Prosperity Way” in accordance with the specifications set forth in the Town special permit and subdivision permit for the project. (“Site Work”).

(c) Trust shall review on a timely basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(d) Trust shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. Trust shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies. The Trust will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, the Trust will work with Developer, both acting in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Plans; Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP and the site plans approved as part of the PURD special permit filed with the Town Clerk on April 14, 2023 and recorded with the Berkshire Southern District Registry of Deeds in Book 2842, Page 107 (“Plans”), unless changes are agreed upon in writing by the parties.

4.2 Project Development Schedule and Key Milestones. See attached Exhibit A.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default (“Event of Default”) under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer’s property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for Trust. If there is an Event of Default by Developer, Trust may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by Trust. The occurrence of any of the following events shall constitute an Event of Default by the Trust :

5.3.1 If Trust fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the Trust proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

Telephone: (413) 528-1619

With a copy to: Counsel to the Town of Great Barrington
KP Law, PC
101 Arch Street
Boston, MA 02110
Telephone: 800-548-3522

If to the Developer: Central Berkshire Habitat for Humanity, Inc.
314 Columbus Avenue
Pittsfield, MA 01201
Attention: CEO, Carolyn Valli
Telephone: (413) 281-5051

With a copy to: Elisabeth C. Goodman, Esq.
Cain, Hibbard & Myers PC
66 West. St.
Pittsfield, MA 01201

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non-reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

“NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN 14 DAYS SHALL RESULT IN AUTOMATIC APPROVAL.”

6.6 Reliance by Developer. Trust acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it will have site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of Trust.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

Central Berkshire Habitat For Humanity

By: Carolyn Valli, Chief Executive Officer
Pittsfield, MA

Great Barrington Affordable Housing Trust Fund

By:

Frederick Clark, Co-Chair

Ananda Timpane, Co-Chair

List of Exhibits:

Exhibit A Draft Project Development Schedule

Prelim Development Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Mobilize & Site Controls	5 days	Mon 10/14/24	Fri 10/18/24	
2	Clear & Grub	10 days	Mon 10/21/24	Fri 11/1/24	1
3	Erosion Controls	5 days	Thu 10/24/24	Wed 10/30/24	2SS+3 days
4	Grading	25 days	Mon 11/4/24	Fri 12/6/24	3,2
5	6" DI Water	15 days	Mon 12/9/24	Fri 12/27/24	4
6	Water Services	10 days	Mon 12/30/24	Fri 1/10/25	5
7	WINTER WEATHER BREAK	55 days	Mon 1/13/25	Fri 3/28/25	6
8	Sewer Structures	10 days	Mon 3/31/25	Fri 4/11/25	7
9	Sewer System	30 days	Mon 4/14/25	Fri 5/23/25	8
10	Storm Chambers	10 days	Mon 5/26/25	Fri 6/6/25	9
11	Drainage Structures	10 days	Mon 3/31/25	Fri 4/11/25	7
12	Drainage Lines	10 days	Mon 4/14/25	Fri 4/25/25	11
13	Electrical	10 days	Mon 4/28/25	Fri 5/9/25	12
14	Road Base Material	10 days	Mon 5/12/25	Fri 5/23/25	13
15	Installation of paved roadway	5 days	Mon 5/26/25	Fri 5/30/25	14
16	Gravel Drives	5 days	Mon 6/2/25	Fri 6/6/25	15
17	Site Ammenities	10 days	Mon 6/9/25	Fri 6/20/25	16
18	Topsoil	10 days	Mon 6/23/25	Fri 7/4/25	17
19	Seeding	5 days	Mon 7/7/25	Fri 7/11/25	18
20	Plantings (wait until fall 2025)	5 days	Mon 9/15/25	Fri 9/19/25	19

Community Preservation Applications

FY 26

- Open Space: Town – Lake Mansfield invasive plants control
Simon’s Rock – trail improvements
BNRC High Road – Elmwood trail construction
Town – Olympia Meadows soccer field
Town – Park equipment replacement/upgrades
- Historic: UUMSB – preserve 1089 Main St
Town – preserve Mason Library sconces
Town – preserve Mason Library clamshell entrance
- Housing: Reistan Enterprises – preserve housing at 284 Main St
Marble Block Realty – create housing at 268-274 Main St Ph. 2
Habitat for Humanity – create housing at Prosperity Way
CDCSB – create housing at Blue Hill Commons
CDCSB – preserve housing at 306-310 Main St
Town – Affordable Housing Trust Fund



Application for Down Payment Assistance

Name(s): Ryan Guidi

Current address: 215 Oak St., Housatonic, MA 01236

Address of house to be purchased: 215 Oak St., Housatonic, MA 01236

Purchase price: \$240,000

Loan amount requested from the Affordable Housing Trust Fund: \$24,000

Annual *household* income of borrower(s): \$49,956

- Please attach the two most recent income tax returns.
- Please attach a copy of the Homebuyer Counseling completion certificate.
- Please attach a copy of the purchase and sale agreement.

Qualifications

- Applicants do not need to live in Great Barrington, but the home being purchased must be located in Great Barrington and used as their principal residence.
 - Households can make no more than 100% of Area Median Income.*
* Refer to: <https://www.gbhousing.org/downpayment-assistance>
- Standard secondary market underwriting criteria determined by participating lender.
- Borrowers cannot own any other residential properties.
- Homebuyer counseling must be completed by borrowers if they are a first-time homebuyer.
- Multi-family homes of up to 4 units qualify, but it must include an owner-occupied primary residence.

Please complete this application and mail/deliver, with all attachments, to:

Fred Clark, Chairman, GBAHTF, Great Barrington Town Hall, 334 Main Street, Great Barrington, MA 01230

This program is funded by the citizens of Great Barrington through the Community Preservation Act.

PURCHASE AND SALE AGREEMENT FOR MASSACHUSETTS REAL ESTATE

SECTION 1 - INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: September 20, 2024

1.2 PREMISES:

Street Address: 215 Oak Street North, Housatonic, MA

Seller's Title Reference: Book: 1674, Page: 265

Assessor's Map Reference: Map 3, Lot 31

1.3 SELLER: SANDRA SMITH (t/k/a SANDRA AUDINO and KAREN GUIDI

Address : PO Box 273, South Egremont, MA 01258

Seller's Attorney: SUSAN SMITH, ESQUIRE

Phone: (413) 528-4300

Address: 38 Mahaiwe Street, Suite 1
Great Barrington, MA 01230

BUYER: RYAN GUIDI and SARAH FOL

Address: 215 Oak Street North, Housatonic, MA

Buyer's Attorney: COURTNEY S. LANE / DOWNING LANE, PC

Phone: (413) 528-5040

Address: 623 Main Street, Suite 1
Great Barrington, MA 01230

PURCHASE PRICE: \$240,000.00

Paid as follows:

GIFT OF EQUITY \$24,000.00

Balance of Purchase Price due on Closing Date \$216,000.00

1.6 ESCROW AGENT: N/A

Address:

Deposits to be held in: (check one)

non-interest bearing account insured interest bearing bank account

other interest bearing account

1.7 CLOSING DATE: on or before _____, 2024 TIME:
TBD

PLACE: To be determined

1.8 INCLUDED ITEMS: the following items are included in the sale of the Premises in addition to those generally listed below in Paragraph 2.2 of this Agreement:

ALL APPLIANCES AND PERSONAL PROPERTY OF TENANTS

1.9 EXCLUDED ITEMS: The following items are excluded from the sale and will be removed by Seller prior to the Time of Closing:

ALL PERSONAL PROPERTY BELONGING TO SELLERS to be removed prior to Closing.

1.10 TITLE: The Seller's deed will be a quitclaim deed unless otherwise specified here:

1.11 OTHER MATTERS: In addition to the matters set forth in Paragraph 2.4 of this Agreement, the Premises shall be conveyed subject to the following matters (include here subdivision restrictions, rights of way over the Premises, etc. agreed to by Buyer):

and together with the benefit of the following matters:

1.12 SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: SAs presently insured

1.13 ITEMS TO BE APPORTIONED AS OF DATE OF CLOSING:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Current real estate taxes | <input type="checkbox"/> Collected rents |
| <input type="checkbox"/> Fuel value | <input type="checkbox"/> Uncollected rents if and when collected by either party |
| <input checked="" type="checkbox"/> Water rates | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Sewer use charges | |

1.14 BUYER'S MORTGAGE CONTINGENCY: (as described in Paragraph 2.23 of this Agreement):

Mortgage Contingency Amount: TBD Date: 30 days from signing P&S

Inspection Contingency: Date: 14 days from signing P&S

1.15 BUYER'S HOME INSPECTION CONTINGENCY DATE: 14 days from signing P&S

1.16 TITLE V INSPECTION DATE: N/A

1.17 BROKER: _____ N/A _____ Commission Due \$ _____
Address: _____ Phone: _____

1.18 WARRANTIES

The following representations and warranties are made by Seller as of the Date of this Agreement and also as of the time of the delivery of the deed: (modify as appropriate)

- a. Seller owns the personal property described in Paragraphs 1.8 and 2.2 free of any lien or encumbrance (all liens will be paid at Closing);
- b. To the best of Seller's knowledge and belief there is not now and has never been in the Premises any urea formaldehyde foam insulation (UFFI), or asbestos, or lead paint or unsafe concentrations of radon gas or underground storage tanks, but Seller has not tested for UFFI, asbestos, lead paint or radon gas;
- c. All appliances being transferred and the electrical, heating, hot water and air conditioning systems located on the Premises are in satisfactory operating condition;
- ~~d. The septic system serving the Premises is in good working order and is located entirely within the Premises and no portion of any septic system serving any other property is located within the Premises;~~
- ~~e. The well serving the Premises is in good working order and located entirely within the Premises;~~
- f. Any building on the Premises is situated entirely within the boundaries thereof.

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 - GENERAL PROVISIONS

- 2.1 Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.
- 2.2 Included in the premises to be sold, unless excluded by Paragraph 1.9, are the buildings, structures and improvements now thereon, the fixtures and attached personal property used in connection therewith including, if any, chandeliers, electric and other lighting fixtures, stair carpets and wall to wall carpeting, venetian blinds, window shades, curtain rods, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners, hot water heaters, plumbing and bathroom fixtures, mantelpieces, outside



Application for Down Payment Assistance

Name(s): Evan Troiano

Current address: 39 Lenox Road, West Stockbridge, MA. 01266

Address of house to be purchased: 390 North Plain Road, Great Barrington, MA. 01230

Purchase price: 420,000

Loan amount requested from the Affordable Housing Trust Fund: \$25,000

Annual household income of borrower(s): \$52,000 ✓

- Please attach the two most recent income tax returns. ✓
- Please attach a copy of the Homebuyer Counseling completion certificate. ✓
- Please attach a copy of the purchase and sale agreement. ✓

Qualifications

- Applicants do not need to live in Great Barrington, but the home being purchased must be located in Great Barrington and used as their principal residence.
- Households can make no more than 100% of Area Median Income.*
* Refer to: <https://www.gbhousing.org/downpayment-assistance>
- Standard secondary market underwriting criteria determined by participating lender.
- Borrowers cannot own any other residential properties.
- Homebuyer counseling must be completed by borrowers if they are a first-time homebuyer.
- Multi-family homes of up to 4 units qualify, but it must include an owner-occupied primary residence.

Please complete this application and mail/deliver, with all attachments, to:

Fred Clark, Chairman, GBAHTF, Great Barrington Town Hall, 334 Main Street, Great Barrington, MA 01230

This program is funded by the citizens of Great Barrington through the Community Preservation Act.

PURCHASE AND SALE AGREEMENT FOR MASSACHUSETTS REAL ESTATE

SECTION 1 - INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: October 7, 2024

1.2 PREMISES:

City or Town: **Great Barrington** Land Area: **1.300 acres**

Street Address: **390 North Plain Road**

Legal Description (lot number and plan reference):

Seller's Title Reference: Book: **2359** Page: **59**

Assessor's Map Reference: **Map 26 Lot 13**

(ATTACH A COPY OF DEED, CERTIFICATE OF TITLE OR PLAN, IF AVAILABLE)

1.3 SELLERS: James Troiano, Trustee of Peter Troiano 2001 Family Trust

→ son *→ Corp and family deed*

Address: 390 North Plain Road, Great Barrington, MA 01230

Record Owner, if different from Seller:

Seller's Attorney: Phone: (413)
Address:

BUYER: Evan C. Troiano

Address: 39 Lenox Road, West Stockbridge, MA 01266

Buyer's Attorney: Louis J. Oggiani Phone: (413) 528-2175

Address: 312 Main Street, Great Barrington, MA 01230

1.5 PURCHASE PRICE: \$420,000.00

Paid as follows: Gift of Equity in Subject Property from Peter Troiano (Buyer's Father)	\$135,000.00
Balance of Purchase Price due on Closing Date	\$285,000.00

1.6 ESCROW AGENT: Louis J. Oggiani, Esq.

Address: 312 Main Street, Great Barrington, MA 01230

Deposits to be held in: (check one)

non-interest bearing account insured interest bearing bank account
 other interest bearing account

1.7 CLOSING DATE: on or before **December 9, 2024** TIME: TBD

PLACE: TBD

or office of the attorney for Buyer or Buyer's lender if Buyer gives Seller five (5) days notice of such change in location.

1.8 INCLUDED ITEMS: the following items are included in the sale of the Premises in addition to those generally listed below in Paragraph 2.2 of this Agreement:

1.9 EXCLUDED ITEMS: The following items are excluded from the sale and will be removed by Seller prior to the Time of Closing:

1.10 TITLE: The Seller's deed will be a quitclaim deed unless otherwise specified here:

1.11 OTHER MATTERS: In addition to the matters set forth in Paragraph 2.4 of this Agreement, the Premises shall be conveyed subject to the following matters (include here subdivision restrictions, rights of way over the Premises, etc. agreed to by Buyer):

Subject to all easements of record as listed in the deed.

and together with the benefit of the following matters:

1.12 SELLER'S FIRE AND EXTENDED COVERAGE INSURANCE: As presently insured

1.13 ITEMS TO BE APPORTIONED AS OF DATE OF CLOSING:

<input checked="" type="checkbox"/> Current real estate taxes	<input type="checkbox"/> Collected rents
<input checked="" type="checkbox"/> Fuel value	<input type="checkbox"/> Uncollected rents if and when collected by either party
<input type="checkbox"/> Water rates	<input type="checkbox"/> Sewer use charges
<input type="checkbox"/> Other:	

I.14 BUYER'S MORTGAGE CONTINGENCY: (as described in Paragraph 2.23 of this Agreement):

Mortgage Contingency Amount: **\$285,000.00** Date: **November 25, 2024**

I.15 BUYER'S HOME INSPECTION CONTINGENCY DATE: N/A
(as described in Paragraph 2.24 of this Agreement)

I.16 BROKER: None Commission Due \$ _____
Address: _____ Phone: _____

Co-Broker, if any: _____ \$ _____

I.17 WARRANTIES

The following representations and warranties are made by Seller as of the Date of this Agreement and also as of the time of the delivery of the deed: (modify as appropriate)

- a. To the best of Seller's knowledge and belief there is not now and has never been in the Premises any urea formaldehyde foam insulation (UFFI), or asbestos, or lead paint or unsafe concentrations of radon gas or underground storage tanks, but Seller has not tested for UFFI, asbestos, lead paint or radon gas;
- b. All appliances being transferred and the electrical, heating, hot water and air conditioning systems located on the Premises are in satisfactory operating condition;
- c. Any building on the Premises is situated entirely within the boundaries thereof.
- d. Other (including representations by Broker);

UNLESS OTHERWISE NOTED, THE FOLLOWING PROVISIONS SHALL APPLY:

SECTION 2 - GENERAL PROVISIONS



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Informational Guideline Release

Municipal Finance Law Bureau
Informational Guideline Release (IGR) No. 24-4
March 2024

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

This Informational Guideline Release (IGR) informs local officials about a new local option affordable housing property tax exemption. It also explains local standards and procedures that may be adopted relative to the exemption.

Topical Index Key:

Abatements and Appeals
Exemptions

Distribution:

Assessors
Collectors
Treasurers
Accountants and Auditors
Selectmen/Mayors
City/Town Managers/Exec. Secys.
Finance Directors
City/Town Councils
City Solicitors/Town Counsels

Supporting a Commonwealth of Communities

www.mass.gov/DLS

AFFORDABLE HOUSING PROPERTY TAX EXEMPTION

(G.L. c. 59, § 50)

SUMMARY:

This Informational Guideline Release (IGR) informs local officials about a new local option, affordable housing property tax exemption. The exemption was created by section 3 of “AN ACT TO IMPROVE THE COMMONWEALTH’S COMPETITIVENESS, AFFORDABILITY AND EQUITY,” which was signed into law on October 4, 2023. [St. 2023, c. 50](#). For municipalities that accept it, this new tax exemption would apply to the property of residential unit owners who rent their units to income-qualifying persons at affordable rates on a year-round, annual basis.

GUIDELINES:

I. LOCAL ACCEPTANCE

A. Acceptance

Acceptance of G.L. c. 59, § 50 is by vote of the municipality’s legislative body, subject to charter. [G.L. c. 4, § 4](#). Following acceptance, the board of selectboard of a town; the town council of a municipality having a town council form of government; the city manager, with the city council’s approval, in a city with a plan D or E form of government; or the mayor, with the city council’s approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II below, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

B. Effective Date

The acceptance vote should explicitly state the fiscal year in which the exemption will first be available, the first of which can be fiscal year 2025.

C. Revocation

Acceptance may be revoked, but the city or town must wait until at least three years after acceptance. Revocation is also by vote of the legislative body, subject to charter. [G.L. c. 4, § 4B](#).

D. Notice of Acceptance or Revocation

The city or town clerk should notify the [Municipal Databank](#) that G.L. c. 59, § 50 has been accepted or revoked as soon as possible after the vote takes place.

II. SCOPE OF ABATEMENT

A. Residential Ownership

Applicants, including the trustees of a trust, must be the assessed owner of the property on which the tax to be abated is assessed and must own the property on the applicable July 1 exemption qualification date.

This exemption only applies to class one residential units. The unit is not required to be subject to an affordability restriction, but it may have one. Additionally, an accessory dwelling unit that meets the qualifications is eligible to receive the exemption.

B. Domicile

The applicant does not have to be domiciled on their property to qualify unless the municipality adopts a local rule requiring this.

C. Exemption Amount

The amount of the exemption will be determined locally but cannot be more than the tax otherwise due on the parcel (based on its assessed full and fair cash value), multiplied by the square footage of the qualifying housing units and divided by the total square footage of the structure located on the parcel.

For example, based on full and fair cash value, the tax obligation of a three-unit home is \$12,000. Each of the three units is 900 square feet. If only one of the units qualifies for the exemption, then the property owner would receive an exemption equal to 1/3 (900/2700) of the locally determined amount. As such, in this example, the maximum exemption amount would be \$4,000 for that unit.

Otherwise, if a property for which an applicant seeking an exemption is assessed by an income approach to value, then fair market rent must be assumed for all units.

D. Exemption Criteria

Residential unit owners must rent their units to income-qualifying persons at an affordable rate in order to qualify for exemption. The affordable housing rate is determined by the city or town but must be in accordance with the United States Department of Housing and Urban Development's (HUD) guidance and regulations.

Additionally, the occupants must have an annual household income that does not exceed the amount set by the city or town; provided, however, that said income shall not be more than 200 percent of the area median income. HUD income limits are available online [here](#).

For example, a municipality determined that the gross occupant income shall not exceed 80 percent of area median income. The municipality further determined that the affordable rate shall not exceed 30 percent of the actual occupant's monthly household income. An application is submitted for an occupant household of one. The relevant area median income limit for a household of one within the statistical area in which the municipality lies was \$82,950. Under the established guidelines of the municipality as set forth above, an occupant income of \$82,950 meets the income requirement, and rent no higher than \$24,885 annually meets the affordable rate requirement.

Further, the unit(s) in question must be rented on an annual basis and be occupied by qualifying persons for the entirety of the applicable fiscal year. If a unit is occupied as such by successive but separate annual leases to qualifying persons, without a significant gap between said leases, the unit is still eligible for exemption.

There are no age-related criteria for qualifying renters.

E. Applications to Assessors

To be considered for this exemption, applicants must submit STF 50, attached below, annually to the local assessors. The applications must include, but are not limited to, a signed lease or leases evidencing an annual rental agreement (including material terms of the lease, such as the rental amount and coverage for the 12 months of the entire fiscal year at issue) with proof of the household income of the occupying person(s) as established through federal and state income tax returns. The application must be filed with the assessors on or before the abatement deadline date, which is the due date of the first actual tax bill.

Any abatements granted shall be charged against the overlay account. As such, the assessors should factor in the amounts needed to fund the exemption when determining overlay needs each year.

III. ADOPTION OF LOCAL RULES

As noted above, the board of selectmen or select board of a town; the town council of a municipality having a town council form of government; the city manager, with the

city council's approval, in a city with a plan D or E form of government; or the mayor, with the city council's approval, in all other cities may establish the parameters of the affordable housing property tax exemption. This includes all of the locally determined amounts noted in Section II above, any other restrictions or regulations consistent with the intent of the law and any local rules and procedures. A municipality may also adopt ordinances or by-laws to implement the provisions of the exemption.

A municipality should adopt rules to determine:

- The maximum amount of the exemption;
- The annual occupant household income limit;
- The affordable housing rate of rent;
- The domiciliary requirements of the owner, if any; and
- Any other restrictions or regulations consistent with the intent of the law it elects to implement.

Date Received
Application No.
Parcel Id.

Name of City or Town

**FISCAL YEAR _____ APPLICATION FOR AFFORDABLE HOUSING EXEMPTION
General Laws Chapter 59, § 50**

THIS APPLICATION IS NOT OPEN TO PUBLIC INSPECTION
(See General Laws Chapter 59, § 60)



Return to: Board of Assessors

Must be filed with assessors not later than due date of first actual (not preliminary) tax payment for fiscal year.

INSTRUCTIONS: Complete all sections fully. Please print or type.

A. IDENTIFICATION OF OWNER.

Name of Owner/Applicant: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different) _____

No.	Street	City/Town	Zip Code	
-----	--------	-----------	----------	--

Location of property: _____

No. of dwelling units: 1 2 3 4 Other _____

Did you own the property on July 1, _____ Yes No

B. IDENTIFICATION OF RENTER/LESSEE.

Name of Renter/Lessee: _____

Telephone Number: _____

Email Address: _____

Legal residence (domicile) on July 1, _____

Mailing address (if different) _____

No.	Street	City/Town	Zip Code	No.	Street	City/Town	Zip Code
-----	--------	-----------	----------	-----	--------	-----------	----------

Did the Renter/Lessee live in the property on July 1, Yes No

If no, did another qualifying Renter/Lessee live in the property on July 1? Yes No

Does the Renter/Lessee intend on living at the property through June 30, Yes No

If no, will another qualifying Renter/Lessee live in the property through June 30? Yes No

Please supplement this application within 30 days of any change of Renter/Lessee.

Is the Renter/Lessee subject to an annual lease? Yes No

How much rent is being charged (monthly)? _____

Are there any other charges being made upon the Renter/Lessee (whether included in the rental agreement or not)? If so, please identify the charges and the respective amounts. _____

Please attach a copy of the signed lease(s) to this application.

Other information (as required by the local assessors): _____

C. RENTER/LESSEE ANNUAL HOUSEHOLD INCOME. Copies of Renter/Lessee's federal and state income tax returns, and other documentation, may be requested to verify income.

	All Household Members
Number of persons in the household	
Total gross income from all persons	

D. PARCEL INFORMATION.

How many units on are the parcel	
Total square footage of the structure located on the parcel	
Total square footage of qualifying housing units	

E. SIGNATURE. Sign here to complete the application.

This application has been prepared or examined by me. Under the pains and penalties of perjury, I declare that to the best of my knowledge and belief, this return and all accompanying documents and statements are true, correct and complete.

Signature of Owner Applicant

Date

If signed by agent, attach copy of written authorization to sign on behalf of taxpayer.

DISPOSITION OF APPLICATION (ASSESSORS' USE ONLY)

Ownership <input type="checkbox"/>	GRANTED <input type="checkbox"/>	Assessed Tax	\$ _____
Occupancy <input type="checkbox"/>	DENIED <input type="checkbox"/>	Prorated Exemption Amount	\$ _____
Income <input type="checkbox"/>	DEEMED DENIED <input type="checkbox"/>	Adjusted Tax	\$ _____
Rate <input type="checkbox"/>		Board of Assessors	
Date Voted/Deemed Denied	_____		
Certificate No.	_____		
Date Cert./Notice Sent	_____		
		Date:	

FILING THIS FORM DOES NOT STAY THE COLLECTION OF YOUR TAXES

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

TAXPAYER INFORMATION ABOUT THE AFFORDABLE HOUSING EXEMPTIONS

PERSONAL EXEMPTIONS. You may be eligible to reduce all or a portion of the taxes assessed on your real property if you meet the qualifications described herein for the affordable housing exemption allowed under Massachusetts law.

More detailed information about the qualifications for this exemption may be obtained from your board of assessors.

WHO MAY FILE AN APPLICATION. You may file an application if you meet all qualifications as of July 1. You may also apply if you are the personal representative of the estate, or trustee under the will, of a person who qualified for a personal exemption on July 1.

WHEN AND WHERE APPLICATION MUST BE FILED. Your application must be filed with the assessors on or before the date the first installment payment of the actual tax bill mailed for the fiscal year is due, unless you are a mortgagee. If so, your application must be filed during the last 10 days of the abatement application period. Actual tax bills are those issued after the tax rate is set. Applications filed for omitted, revised or reassessed taxes must be filed within 3 months of the date the bill for those taxes was mailed. **THESE DEADLINES CANNOT BE EXTENDED OR WAIVED BY THE ASSESSORS FOR ANY REASON. IF YOUR APPLICATION IS NOT TIMELY FILED, YOU LOSE ALL RIGHTS TO AN ABATEMENT AND THE ASSESSORS CANNOT BY LAW GRANT YOU ONE. TO BE TIMELY FILED, YOUR APPLICATION MUST BE (1) RECEIVED BY THE ASSESSORS ON OR BEFORE THE FILING DEADLINE OR (2) MAILED BY UNITED STATES MAIL, FIRST CLASS POSTAGE PREPAID, TO THE PROPER ADDRESS OF THE ASSESSORS ON OR BEFORE THE FILING DEADLINE AS SHOWN BY A POSTMARK MADE BY THE UNITED STATES POSTAL SERVICE.**

PAYMENT OF TAX. Filing an application does not stay the collection of your taxes. In some cases, you must pay all preliminary and actual installments of the tax when due to appeal the assessors' disposition of your application. Failure to pay the tax when due may also subject you to interest charges and collection action. To avoid any loss of rights or additional charges, you should pay the tax as assessed. If an exemption is granted and you have already paid the entire year's tax as exempted, you will receive a refund of any overpayment.

ASSESSORS DISPOSITION. Upon applying for an exemption, you may be required to provide the assessors with further information and supporting documentation to establish your eligibility. The assessors have 3 months from the date your application is filed to act on it unless you agree in writing before that period expires to extend it for a specific time. If the assessors do not act on your application within the original or extended period, it is deemed denied. You will be notified in writing whether an exemption has been granted or denied.

APPEAL. You may appeal the disposition of your application to the Appellate Tax Board, or if applicable, the County Commissioners. The appeal must be filed within 3 months of the date the assessors acted on your application, or the date your application was deemed denied, whichever is applicable. The disposition notice will provide you with further information about the appeal procedure and deadline.

WARRANT FOR SPECIAL TOWN MEETING

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE SS.

TO: James Olmsted, Constable of the Town of Egremont,

Greetings:

In the name of the Commonwealth aforesaid, you are hereby required to notify and warn the inhabitants of the Town of Egremont qualified to vote in Town affairs, to meet at Mount Everett High School Cafeteria, 491 Berkshire School Road, Sheffield, MA, on Tuesday, October 22, 2024 at 6:00PM and then and there to act on the following articles:

ARTICLE 1: To see if the town will vote to raise and appropriate, and/or transfer, from available funds the sum of \$13,356, or any other amount, for updated Neptune software and equipment for the Water Department billing system, or to take any action relative thereto.

(Finance Committee recommends approval, 5-yes, 0-no.)

ARTICLE 2: To see if the town will vote to raise and appropriate, and/or transfer from available funds, the sum of \$35,047, or any other amount, for updated tasers for the Police Department, or to take any action relative thereto.

(Finance Committee recommends approval, 4-yes, 1-no.)

ARTICLE 3: To see if the Town will vote in accordance with the provisions of Chapter 77 of the Acts of 2023, to rescind the vote taken under Article 9 of the warrant of the May 2, 2023 Annual Town meeting creating a Special Opioid Settlement Stabilization Fund and dedicating 100% of the opioid litigation settlement funds received by the Town to such fund pursuant to M.G.L. c. 40 §5B; and further to transfer the total funds in the Special Opioid Settlement Stabilization Fund to a special revenue fund approved by the Director of Accounts pursuant to said Chapter 77, and for such funds henceforth received to be placed in the such special revenue fund, to be expended without further appropriation for all the purposes allowed by law, including those outlined in applicable opioid litigation settlement documents, or to take any other action relative thereto.

(Finance Committee recommends approval, 5-yes, 0-no.)

ARTICLE 4: To see if the Town will vote to appropriate \$327,000 to pay the initial costs of its required share of the engineering and construction expenses associated with phase 2 of the reconstruction of Mount Washington Road, including the payment of all other costs incidental or related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, s.7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefore. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of

costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount, or to take any other action relative thereto.

(Borrowing - secret ballot, 2/3 vote required)

(Finance Committee recommends approval, 5-yes, 0-no.)

ARTICLE 5: To see if the Town will vote to grant an interest in land, including but not limited to any conveyances, leases, easements, or any other interest in land necessary or desirable to create low, moderate income and/or workforce housing to be located at 171 Egremont Plain Road, which land is more particularly described in a deed from Kenneth Dawes to the Inhabitants of the Town of Egremont, which deed is recorded in the Southern Berkshire Registry of Deeds at Book 480, Page 11, and further to authorize the Select Board to execute and enter into any agreements, applications for grants, borrowing, and/or take any other steps necessary to create a minimum of 4 units of low, moderate income and/or workforce housing on said property, including but not limited to a memorandum of understanding for the lease and management of the property with Community Development Corporation South Berkshire, of up to 99 years, or take any action relative thereto.

(Finance Committee recommends approval, 5-yes, 0-no.)

ARTICLE 6: To see if the Town of Egremont will accept Sections 3 to 7, inclusive, of Chapter 44B of the General Laws, known as the Massachusetts Community Preservation Act, by approving a surcharge on real property taxes for the purposes permitted by said Act, including (1) the acquisition, preservation or restoration of historic properties and sites including historic parks, municipal buildings, artifacts or documents, sites or grounds; (2) the acquisition, creation or preservation of land for parks, playgrounds, athletic fields, aquifers and public drinking water, wetlands, beaches, marshes, forests, wildlife reserves, pastures, and agricultural lands; and (3) the acquisition, creation or support of local housing needs for families, seniors and veterans; that the amount of such annual surcharge on real property shall be 3% of the annual real estate tax levy against real property commencing in fiscal year 2026; and that the Town hereby accepts the following exemptions from such surcharge permitted under Section 3(e) of said Act: (1) property owned and occupied as a domicile by any person who qualifies for low income housing or low or moderate income senior housing in the Town, as defined in Section 3 of said Act; and (2) \$100,000 of the value of each taxable parcel of residential real property, or take any other action relative thereto.

(Finance Committee recommends approval, 4-yes, 1-no.)

ARTICLE 7: To see if the Town will vote to accept the provisions of M.G.L. Chapter 59, Section 50 to adopt the Affordable Housing Property Tax Exemption commencing in fiscal year 2026 and to authorize the Select Board to establish parameters of the exemption, or to take any other action relative thereto.

(Finance Committee recommends approval, 5-yes, 0-no.)

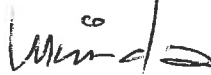
And you are requested to warn said inhabitants of said meeting by posting copies of this Warrant in four or more public places in said Town, fourteen days at least, before the time of holding same.

Hereof, fail not, and make due return of this Warrant, with your doings thereon at or before the time of holding said meeting.

Given under our hands this ~~1st~~ day of October, Two Thousand and Twenty-Four.

Selectmen:

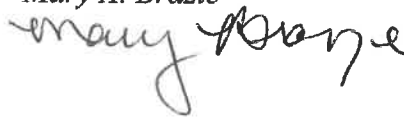
Lucinda Vermeulen, Chairwoman



Laura Allen, Vice-Chairwoman



Mary A. Brazie



A TRUE COPY ATTEST:



James Olmsted,

Constable, Town of Egremont

DATE: 10-12-24