

## **INTERGOVERNMENTAL AGREEMENT**

The following amended and restated Agreement reflects the events that have occurred since the signing of the original Intergovernmental Agreement (IGA) of 2013 and the current strategy of the Rest of River municipal governments as they jointly and as a united entity move forward through the EPA permitting process and a highly probable federal appeals court process. This IGA outlines how the Rest of River Municipal Committee will proceed and retain legal counsel to proceed through the EPA permitting process and the federal appeals court process if necessary.

This AGREEMENT (the “Agreement”) is made and entered into this 5<sup>th</sup> day of December, 2016, by and among the BERKSHIRE REGIONAL PLANNING COMMISSION (hereafter “BRPC”), having principal offices at 1 Fenn Street, Suite 201, Pittsfield, MA 01201, and the municipalities of Great Barrington, Lee, Lenox, Sheffield and Stockbridge (hereafter “MUNICIPALITIES”), all governmental units as defined under M.G.L. c. 40, §4A.

The MUNICIPALITIES will actively participate in the EPA permitting and appeals process and, where deemed necessary, participate in the other administrative and/or court proceedings (collectively the “Appeals”) to protect the health and welfare of the environment and the people within the five Rest of River communities. The MUNICIPALITIES may pursue opportunities to negotiate with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site, as defined by the EPA. The MUNICIPALITIES, while undertaking these actions are deeply mindful of the impacts and consequences that cleanup activities will have on Berkshire County residents, businesses, resources, economic development and municipal operations.

The MUNICIPALITIES have agreed that BRPC, as agent for the MUNICIPALITIES, shall retain legal counsel (hereafter “Counsel”) approved by the MUNICIPALITIES; that BRPC shall communicate the position of the MUNICIPALITIES to Counsel regarding filing of legal arguments during the EPA permit and appeals process, during the federal appeals and in negotiations with GE (the EPA and court proceedings are hereafter collectively referred to as the “Appeals”); and that, if it is deemed necessary by the MUNICIPALITIES to pursue litigation related to the river cleanup BRPC shall so communicate the position of the MUNICIPALITIES to Counsel for the purposes of pursuing the Appeals. The MUNICIPALITIES have agreed that BRPC will be responsible for all coordination between Counsel and the MUNICIPALITIES; that BRPC shall act as the agent and representative of the MUNICIPALITIES, subject to advice and approval from the MUNICIPALITIES per this Agreement, in assisting Counsel in these matters; and that BRPC shall act as the MUNICIPALITIES’ fiscal agent as described in Section 2.

Each party to this Agreement has obtained authority to enter into this Agreement pursuant to M.G.L. c. 40, § 4A. The MUNICIPALITIES have obtained authorization by vote of their Boards of Selectmen. BRPC has obtained authorization by vote of the Berkshire Regional Planning Commission.

Therefore, in consideration of the mutual promises, payments and agreements contained herein, the parties, intending to be legally bound thereby, agree as follows:

1. Governing Body and Voting Procedures. The MUNICIPALITIES shall form a governing body (“COMMITTEE”) consisting of two representatives from each municipality. The Select Boards from the Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge shall each appoint two representatives from their respective towns. Each municipality shall have one vote on the COMMITTEE. A majority of MUNICIPALITIES must have at least one appointed representative present in order to constitute a quorum and to conduct any business. General business shall be conducted using a majority vote of the MUNICIPALITIES present and constituting a quorum. Business involving the Appeals shall require a majority vote of the MUNICIPALITIES present and constituting a quorum.

The COMMITTEE shall, by majority vote of the MUNICIPALITIES present and constituting a quorum, establish rules that govern its operating practices, approve choice of Counsel, and vote and approve estimated budgets of time and out-of-pocket costs payable to Counsel and BRPC prior to incurring any costs.

- a. Counsel. The COMMITTEE shall deliberate and provide direction to the BRPC in order for BRPC to provide direction to Counsel in prosecuting all Appeals on the MUNICIPALITIES’ behalf, if necessary, and in any negotiations on the MUNICIPALITIES’ behalf with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site. As of the date of this agreement, the Pawa Law Group serves and will continue to serve as Counsel retained by the MUNICIPALITIES.
- b. Votes.
  - i. Decisions regarding financial settlement offers regarding claims against third parties such as GE, or acceptance of settlement offers by GE, shall require a majority vote plus one of the COMMITTEE and be subject to approval by the Select Boards of each MUNICIPALITY.
  - ii. To allow or not to pursue an appeal of an in-county landfill of PCBs from the Rest of River site shall require a unanimous vote of the COMMITTEE and be subject to approval by the Select Boards of each of the MUNICIPALITIES.
  - iii. Decisions regarding any distribution of funds received shall require a majority vote plus one and be subject of approval by the Select Boards of each of the MUNICIPALITIES.

2. Payment of Fees, Costs and Expenses.

- a. Subject to the provisions of this Agreement, the MUNICIPALITIES have agreed to pay all approved fees, costs and expenses, including reasonable out-of-pocket costs, payable to Counsel, for legal services in accordance with its contract, and all approved fees, costs and expenses incurred by BRPC, subject to approval by the COMMITTEE as required in Section 1 of this agreement.
- b. The MUNICIPALITIES have funded this Agreement through specific appropriations. Annually, no later than December 31<sup>st</sup>, the COMMITTEE will determine an amount to be requested from each MUNICIPALITY for appropriation for the upcoming fiscal year. Funding for subsequent fiscal years is subject to appropriation by each of the MUNICIPALITIES.
- c. BRPC will review and submit all estimated budgets, including time and out-of-pocket costs, prepared by Counsel to the COMMITTEE for review and approval prior to incurring expenses as set forth in Section 1. Upon receipt of bills from Counsel, BRPC will promptly circulate the bills to the representatives of the COMMITTEE who shall indicate their approval or any objections to BRPC within five business days. If there are no objections, BRPC will promptly invoice the MUNICIPALITIES who will promptly process payment to BRPC. When all MUNICIPALITIES have paid, BRPC will promptly process payment to Counsel, however BRPC shall have authority but no obligation to make partial payments to Counsel when fewer than all the MUNICIPALITIES have made payment to BRPC. Provided that the COMMITTEE has previously approved Counsel's bill, the MUNICIPALITIES hereby agree to make prompt payment to BRPC so that BRPC may remit payment to Counsel within 40 days of receiving a bill.
- d. If Counsel's contract is cancelled, the MUNICIPALITIES will be responsible for the payment of any COMMITTEE approved fees, costs or expenses, including out-of-pocket expenses, incurred by Counsel incurred prior to the date of cancellation.
- e. The MUNICIPALITIES have agreed to provide compensation to the BRPC for its services in contracting with Counsel on behalf of the MUNICIPALITIES and in coordinating appeals, litigation and/or negotiations between the MUNICIPALITIES and EPA or GE. BRPC will submit estimated budgets, including time and direct costs, to the COMMITTEE for review and approval prior to incurring expenses.
- f. The COMMITTEE will have the option to redefine what portion of the additional funds will be supplied by each MUNICIPALITY. Any additional funds will be

subject to municipal appropriation. Approving the redefined share of costs shall require a unanimous vote of the COMMITTEE.

3. The Municipalities shall distribute any compensation received from GE, including interest thereon (the "Compensation"), in the following order and subject to the following provisions.
  - a. The Compensation shall first be distributed to pay the full amount(s) of any costs incurred by any of the Municipalities to negotiate this Agreement.
  - b. After the Compensation is distributed pursuant to subparagraph (a), any remaining Compensation shall be used to pay the full amount(s) of the fees or expenses of any escrow established pursuant to this Agreement for the deposit of the Compensation.
  - c. After the Compensation is distributed pursuant to subparagraphs (a) and (b), any remaining Compensation shall be used to establish a reasonable monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.
  - d. Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.
3. Term. The term of this Agreement shall be for three years, commencing with the date of execution of the Agreement. It is further understood and agreed that the three-year term may be extended by a majority vote of the COMMITTEE present and constituting a quorum with renegotiations commencing three (3) months prior to the expiration of the three-year period.<sup>12</sup>

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<sup>1</sup> The term of this agreement has been extended by one year until 12/5/20 by vote of the Committee on 11/21/19.

<sup>2</sup> The term of this agreement has been extended by three years until 12/6/23 by vote of the Committee on 10/30/20.

4. Termination.

- a. The COMMITTEE, upon majority vote of those present and constituting a quorum, or BRPC may terminate this Agreement upon thirty (30) days written notice, without cause. Upon notice of termination, all work shall cease, except work necessary to terminate obligations created under this Agreement and to withdraw from all Appeals. BRPC will immediately inform Counsel of the termination and order that all work cease except as may be otherwise required as set forth in the second sentence of this Section 5.a. The MUNICIPALITIES will be responsible for paying the budgeted and approved costs incurred to the date of termination as described in Sections 2.a. - 2.f.
- b. Any individual municipality may terminate its participation in this Agreement and the COMMITTEE upon thirty (30) days' notice, without cause. Notification will be submitted to the COMMITTEE and BRPC in writing. The withdrawing municipality will continue to be responsible for paying its share of the approved budgeted expenses that exist on the date that the termination notice is submitted to the COMMITTEE and will continue to strictly abide by the terms of the Confidentiality and Non-Disclosure section of this Agreement.
- c. A municipality withdrawing from this Agreement shall not be reimbursed for its contributed costs incurred for negotiations between the MUNICIPALITIES and GE or between the MUNICIPALITIES and the paying entity, as described under Section 3.

5. Confidentiality and Non-Disclosure. To the extent permitted by law, all municipal representatives currently serving, or who have served, on the COMMITTEE or other municipal officials who have been briefed on the negotiations and/or litigation, as well as involved BRPC staff, shall treat all communications labeled as privileged and confidential and briefings, deliberations and decisions made in Executive Session as privileged and confidential and legally protected. If any municipality determines to withdraw from this Agreement, all such communications and briefings, deliberations and decisions shall continue to be treated as privileged and confidential and legally protected unless and until agreements are reached which require final action in open session.

To the extent permitted by law, all communications between Counsel and BRPC, between Counsel and any of the MUNICIPALITIES and between BRPC and the MUNICIPALITIES concerning Counsel's legal advice shall be protected by the attorney-client privilege when labeled as privileged and confidential, that such information provided by Counsel to BRPC and/or the MUNICIPALITIES shall be

treated as privileged and confidential attorney work product (whether or not such information is shared by BRPC with the municipalities), and that privileged and confidential information shared under this agreement is to be protected from disclosure under the Public Records Act.

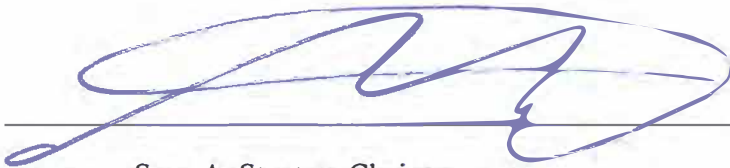
7. Amendment. This Agreement may be amended from time to time but only by a unanimous vote of the MUNICIPALITIES and BRPC.
8. Notices. BRPC shall be responsible for providing notice of meetings and copies of all material to the COMMITTEE members and shall provide copies of all agendas to the five municipal clerks for posting to the extent required by the Open Meeting Law. BRPC shall also post all COMMITTEE notices of meetings and agendas on its website to the extent required by the Open Meeting Law and shall maintain the official copy of all meeting materials and minutes.
9. Resolution of Disputes. In the event of any dispute between BRPC and the COMMITTEE, or amongst the MUNICIPALITIES arising out of this Agreement, BRPC, MUNICIPALITIES and the COMMITTEE agree to submit their disputes to a neutral third party for mediation. Each party to mediation shall pay a prorated share of the cost of such mediation.

A party wishing to subject a dispute to nonbinding mediation shall give notice to the other party(ies) within sixty (60) days after a dispute shall arise, which notice shall contain the name of the proposed mediator. Any party may object to the choice of mediator by notice given within thirty (30) days thereafter and seek to have a mediator chosen by the Chief Judge of the Superior Court for Berkshire County, but if no objection is filed, the mediator proposed shall mediate the dispute. Upon the appointment of a mediator, mediation shall be concluded within sixty (60) days following appointment of a mediator. If no settlement has been achieved through mediation any aggrieved party may pursue such remedies as are afforded under law.

10. Law Governing. This Agreement and all rights and obligations, including matters of construction, validity and performance shall be governed by the laws of the Commonwealth of Massachusetts.
11. Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent state or federal jurisdiction, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

12. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Agreement nor the intent of any provision hereof.

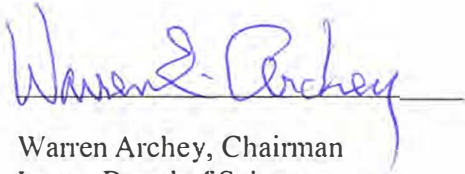
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any other agreements, whether written or oral, that may exist are excluded from the terms herein.



Sean A. Stanton, Chairman  
Great Barrington Board of Selectmen



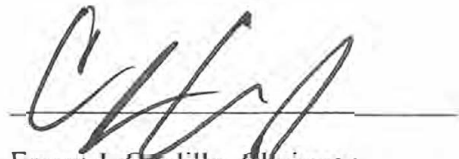
Thomas Wickham, Chairman  
Lee Board of Selectmen



Warren Archey, Chairman  
Lenox Board of Selectmen



Nadine A. Hawver, Chairman  
Sheffield Board of Selectmen



Ernest J. Cardillo, Chairman  
Stockbridge Board of Selectmen



Nathaniel W. Karns, Executive Director  
Berkshire Regional Planning Commission

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This agreement ("Amendment") is the Amendment to the Intergovernmental Agreement by and between the Berkshire Regional Planning Commission and the municipalities of Great Barrington, Lee, Lenox, Sheffield and Stockbridge (the "Municipalities" and, with the Berkshire Regional Planning Commission, the "Parties").

### Recitals

A. Reference is made to that certain Intergovernmental Agreement by and between the Parties made and entered into December 5, 2016 (the "Intergovernmental Agreement").

B. On November 21, 2019, the term of the Intergovernmental Agreement was extended to December 6, 2020.

C. The Parties are negotiating a possible settlement of their disputes with the General Electric Company ("GE") related to the contamination of the Housatonic River.

D. In connection with that possible settlement, the Parties desire to amend and modify the terms of the Intergovernmental Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual promises of the Parties in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

### Terms

1. The two-page "Preamble" to the Intergovernmental Agreement is deleted in its entirety.
2. Section 3 of the Intergovernmental Agreement is deleted in its entirety. In its place, there is inserted a new Section 3 the text of which shall be as follows:

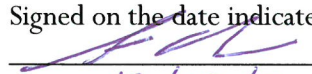
The Municipalities shall distribute any compensation received from GE, including interest thereon, net of fees and expenses of any escrow established in connection with payment of such compensation, (hereafter the "Compensation"), as follows:

- a. To each of the Towns of Lenox and Lee, 45.90904% of the Compensation;
  - b. To each of the Towns of Stockbridge, Great Barrington and Sheffield, 2.7273% of the Compensation; and
  - c. Any amounts remaining after the distributions set forth in a. and b. above shall be paid in equal amounts to each of the Municipalities.
3. This effective date of this Amendment shall be December 16, 2019.
  4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.



5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

  
Date: 12/18/2019  
Stephen Bannon, Chairman  
Great Barrington Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

*Thomas P. Wickham*  
Date: Dec 19 2019  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

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Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

*Edward Lane*  
\_\_\_\_\_  
Date: 12/19/2019  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

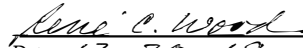
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Signed on the date indicated below:

Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

  
Date: 12.20.19  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

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Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

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Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

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Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

*Terence R. Flynn (Terry)*  
Date: 12-19-2019  
Terry Flynn, Chairman  
Stockbridge Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

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Signed on the date indicated below:

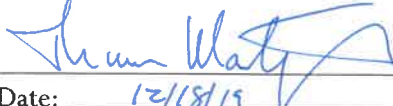
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Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

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Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

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Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

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Date: 12/18/19  
  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.

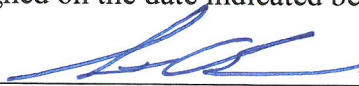
(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

3. This effective date of this Amendment shall be February 3, 2020.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.

5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

  
\_\_\_\_\_  
Date: 2/5/2020  
Stephen Bannon, Chairman  
Great Barrington Select Board

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Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

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Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

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Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

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(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

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Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

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Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

  
Date: Fel 5 2020  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission



monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.

(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

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Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board



Date: 2/5/2020  
Ed Lane, Chairman  
Lenox Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

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Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

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Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

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Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.

(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

3. This effective date of this Amendment shall be January 28, 2020.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.

5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

\_\_\_\_\_  
Date: January 28, 2020  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

Rene C Wood

\_\_\_\_\_  
Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.

(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

3. This effective date of this Amendment shall be January 1, 2020.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.

5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

\_\_\_\_\_  
2-4-2020  
Date: Terry Flynn  
Terry Flynn, Chairman  
Stockbridge Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission

monetary reserve, as determined by the COMMITTEE and administered by it or its successor, to pay for all legal, consulting and other expenses, fees or costs incurred in the administration, review and legal work related to any revised permit issued by EPA for the remedial work in the Housatonic River. If any funds shall remain in the monetary reserve following completion of the work under the revised permit, or if the Committee shall determine that such reserve is no longer required, such funds shall be paid to each of the Municipalities in accordance with the percentage of distribution to which each town is entitled as set forth in subparagraph (d), (1) and (2) below.

(d) Any Compensation remaining following the distribution of monies pursuant to subparagraphs (a), (b), and (c), shall be distributed as follows: (1) to each of Lenox and Lee, 45.90904% of the remaining Compensation; and (2) to each of Stockbridge, Great Barrington and Sheffield, 2.7273% of the remaining Compensation.

3. This effective date of this Amendment shall be February 3, 2020.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one instrument.
5. Except as specifically amended in this Amendment, the Intergovernmental Agreement is ratified and confirmed and shall remain in full force and effect. All future references to the Intergovernmental Agreement shall be construed as references to the Intergovernmental Agreement, as affected and amended by this Amendment.

Signed on the date indicated below:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Stephen Bannon, Chairman  
Great Barrington Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Thomas Wickham, Chairman  
Lee Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Ed Lane, Chairman  
Lenox Select Board

\_\_\_\_\_  
Date: \_\_\_\_\_  
Rene C. Wood, Chairman  
Sheffield Board of Selectmen

\_\_\_\_\_  
Date: \_\_\_\_\_  
Terry Flynn, Chairman  
Stockbridge Select Board

  
\_\_\_\_\_  
Date: 2/4/20  
Thomas A. Matuszko  
Executive Director,  
Berkshire Regional Planning Commission