

Purchase and Sale Agreement for Massachusetts Real Estate

If premises are residential property constructed prior to 1978 buyer must sign lead paint "Property Transfer Notification Certification" prior to signing Purchase and Sale Agreement.

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT:

February 13, 2012

1.2 PREMISES:

City or Town: Great Barrington

Land Area: 18,990 sq. ft. +/-

Street Address: 20 Castle Street, Great Barrington, MA

Seller's Title Reference: Book 417, Page 227 (See Rider "A" attached)

Assessor's Map Reference: Map 19, Lot 87

1.3 SELLER: THE TOWN OF GREAT BARRINGTON, by and through its Board of Selectmen

Address: 334 Main Street, Great Barrington, MA 01230

Phone: (413)528-1619

Seller's Attorney: Kopelman and Paige, P.C.

Phone: (617)556-0007

Fax: (617)654-1735

Address: 101 Arch Street, Boston, MA 02110

1.4 BUYER: 20 CASTLE STREET, LLC

Address: c/o McCormick Murtagh & Marcus

Phone: (413)528-0630

Buyer's Attorney: McCormick Murtagh & Marcus

Phone: (413)528-0630

Fax: (413)528-5287

Address: 390 Main Street, Great Barrington, MA 01230

1.5 PURCHASE PRICE:

\$ 50,000.00

Paid as follows: Deposit paid this date: (to be held by Escrow Agent) \$ 2,500.00

Balance of Purchase Price due on Closing Date

\$ 47,500.00

1.6 ESCROW AGENT: Treasurer, Town of Great Barrington

Address: 344 Main Street, Great Barrington, MA 01230

Deposits to be held in: (check one)

(X) non-interest bearing account

(__) insured interest bearing bank account

(__) other interest bearing account

1.7 CLOSING:

DATE: Within 65 days of execution of Purchase & Sale Agreement TIME: 2:00pm

PLACE: McCormick Murtagh & Marcus
390 Main Street
Great Barrington, MA 01230

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: See Rider "C"

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

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 : as currently insured

1.13 ITEMS TO BE APPORTIONED AS OF DATE OF CLOSING:

- Current real estate taxes
- Fuel value
- Water rates
- Sewer use charges
- Collected rents
- Uncollected rents if and when collected by either party
- Other:

In accordance with G.L. c. 44, §63A, Buyer shall deliver to Seller a pro forma tax payment for fiscal year 2012.

1.14 BUYER'S MORTGAGE CONTINGENCY: N/A

1.15 BUYER'S INSPECTION CONTINGENCY DATE: (as described in Paragraph 2.21 of this Agreement) Inspection to occur within 60 days of execution of Purchase and Sale Agreement. For specific inspection items, please see attached Rider B.

1.16 BROKER: NONE, but refer to Rider D.

1.17 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. Seller owns the personal property described in Paragraphs 1.8 and 2.2 free of any lien or encumbrance;
- b. To the best of Seller's knowledge, information and belief, the Premises do not contain any urea formaldehyde foam insulation (UFFI), asbestos, lead paint or unsafe concentrations of radon gas or underground storage tanks exceeding the scope and/or estimated cost set forth in the reports included in the Seller's RFP dated August 16, 2010;
- c. The building on the Premises is situated entirely within the boundaries thereof.
- d. Other : N/A

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 television antennae, satellite dishes, fences, gates, trees, shrubs, plants, ventilators, garbage disposers, dishwashers, washing machines, dryers, burglar and fire alarm systems, and if built in, cabinets, shelving, bookcases and air conditioning equipment.

Seller shall at the closing deliver to Buyer all existing keys to the premises, garage door openers and all security codes.

2.3 The deed and other documents required by this Agreement are to be delivered and the balance of 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, which term shall include registration in the case of registered land. Unless otherwise agreed, Seller's attorney may disburse the funds if no report has been received by 5:00 p.m. of the next business day following the date of the delivery of the deed that the documents have not been recorded, due to some problem beyond the recording attorney's control.

2.4 The Premises shall be conveyed on the Date and Time of Closing at the Place of Closing by a good and sufficient deed (accompanied by a Certificate of Title if this is registered) running to Buyer (or Buyer's Nominee) conveying a good and clear record and marketable title thereto free from all encumbrances except those listed in Paragraph 1.11 and the following:

- a.** Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.
- b.** Betterment assessments, if any, which are not a recorded lien on the Premises as of the Date of this Agreement.
- c.** Federal, state and local laws, ordinances, by-laws, regulations and rules regulating the use of land, particularly environmental, building code, zoning, health, safety, rent control and condominium conversion laws, if any, applicable as of the Date of this Agreement, provided that at the Date and Time of closing the Premises may be used for existing uses. The Great Barrington Building Inspector has inspected the Premises and prepared a report on code compliance matters, a copy of which is attached hereto as Exhibit 1. Seller represents that the

Great Barrington Building Inspector has determined that, provided there are no substantive changes in the condition of the building that would constitute a deterioration in its condition as it exists on the date of this Agreement, he does not intend to issue a condemnation order for the building under the State Building Code, nor a notice for violation of safety or Building Code provisions;

d. Existing rights, if any, in party or partition walls; and

e. Rights of ways, easements and utility easements which do not materially affect the Buyer's use;

f. Such real estate taxes as are required to be paid pursuant to Paragraph 1.13.

2.5 Buyer may require the conveyance to be made to another person, persons or entity ("Nominee"), upon notification in writing delivered to Seller at least five days prior to the Date of Closing.

2.6 Simultaneously with the delivery of the deed, Seller shall execute and deliver:

a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;

b. A bill of sale for all personal property included as part of the sale, if requested by the Buyer.

c. In the case of new construction a Certificate of Occupancy and an assignment of any and all builder's, seller's or manufacturer's warranties on the Premises or on any appliances or other property included in the sale. N/A

d. An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the Seller's United States taxpayer identification number, that the Seller is not a foreign person, and the Seller's address (the "1445 Affidavit");

e. Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating Seller is not subject to back-up withholding;

f. Any plan not previously recorded, referred to in the deed.

2.7 THE BALANCE OF THE PURCHASE PRICE SHALL BE PAID BY BUYER UPON DELIVERY OF THE DEED BY A CERTIFIED CHECK, TREASURER'S CHECK, CASHIER'S CHECK (IN EACH CASE DRAWN ON A MASSACHUSETTS BANK OR CREDIT UNION) OR BY FEDERAL FUNDS WIRE

TRANSFER. IT IS BUYER'S OBLIGATION TO INSURE THAT BUYER'S LENDER FURNISHES ANY FUNDS TO BE PROVIDED BY SUCH LENDER IN COMPLIANCE WITH THIS PARAGRAPH.

2.8 The deposits made hereunder shall be held in escrow by the Great Barrington Town Treasurer, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both Buyer and Seller. The recording of the deed to the Premises shall constitute such assent. In the event of any disagreement the Escrow Agent may retain the deposits pending written instructions by both the Seller and Buyer, or an order of a court of competent jurisdiction. So long as Escrow Agent serves in good faith, Buyer agrees to hold harmless Escrow Agent from damages, losses or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

2.9 Full possession of the Premises free of all tenants and occupants shall be delivered at the Date and Time of Closing. The Premises then shall (a) not be in violation of any of the matters in Paragraph 2.4.c or of the provisions of any matter or instrument referred to in Paragraph 1.11; (b) be free of encroachments burdening the Premises and of improvements which encroach on adjoining property, including buildings, septic system, well and driveway; and, (c) have sufficient legal access to a public way. Otherwise, except as provided herein, the Premises are being sold "as is." From the Date of Agreement to the Closing, Seller shall maintain its current insurance coverage on the Premises and shall reasonably maintain the Premises as would an owner under similar circumstances, but shall not be required to repair damage caused by reasonable use or wear, except as required herein.

Upon Seller vacating, the Premises shall be in the same condition as they now are (reasonable use or wear excepted) and broom clean and free of trash, debris and personal property not included in the sale. Seller shall remove the so-called fire whistle air tanks/compressors located in the basement of the building.

2.10 Seller may, if Seller so desires, at the Closing, use all or part of the Purchase Price to clear the title of any encumbrances or interests provided that all instruments necessary for this purpose are recorded by and at the expense of Seller simultaneously with the deed or at such later time as shall be reasonably acceptable to Buyer, and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

Failure by the BUYER to notify SELLER of any title objections within thirty days after the delivery to BUYER of the survey provided for in Rider B shall be deemed a waiver of any such objection and BUYER shall accept such title at Closing as SELLER can convey.

2.11 If Seller is unable to convey title or deliver possession of the Premises as required hereunder or the Premises do not comply with the requirements of Paragraph 2.10, upon notice by either party, prior to the Date of Closing, this Agreement shall be automatically extended for

30 days (or if Buyer's mortgage commitment sooner expires, to a date one business day before the expiration of such commitment). Seller shall remove all mortgages, attachments and other encumbrances incurred or assumed by Seller which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and Seller shall use reasonable efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof.

At the end of the extended period, if all such defects have not been removed, or the Seller is unable to deliver possession, or the Premises do not conform with the requirements of this Agreement, Buyer may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.

At the original or extended time for performance, Buyer may elect to proceed with the Closing upon payment of the full Purchase Price reduced by an amount sufficient to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by Seller, but otherwise without deduction. In the event that the reason the Premises do not conform is damage to the Premises caused by fire or other casualty insured against, and Seller has not restored the Premises to their former condition and Buyer elects to proceed, Seller shall assign all insurance proceeds to Buyer and the Purchase Price shall be reduced by:

- a. the amount of any insurance proceeds received by Seller; and
- b. any deductible amount under Seller's insurance policy.

2.12 All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. The acceptance of a deed by Buyer (or Buyer's Nominee) shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. All representations and warranties herein shall survive the delivery of the deed. Buyer has not relied upon the representations or warranties of Seller except as specifically set forth in Paragraph 1.17.

2.13 If Buyer shall fail to fulfill Buyer's part of this Agreement, all deposits made hereunder shall be forfeited and become the property of Seller as liquidated damages, which shall constitute Seller's sole remedy at law or in equity for Buyer's default under this Agreement. Both parties specifically consent to the deposits as the acceptable measure of Seller's damages regardless of the amount of any subsequent sales price which Seller may receive for the Premises.

2.14 Buyer's designating a Nominee to take title to the Premises shall not relieve Buyer of any obligation hereunder. Any note, mortgage or other document to be delivered from Buyer to Seller shall be executed by and be the personal obligation of Buyer, or be unconditionally guaranteed by Buyer, unless otherwise specified herein.

2.15 Buyer warrants and represents that Buyer has dealt with no broker or agent with respect to this transaction or these Premises and agrees to indemnify and hold Seller harmless from all claims for brokerage or commission on account of this sale by any person.

a. Seller gives Buyer prompt notice of the claim;

b. Buyer is afforded an opportunity to defend against the claim;

c. The claimant produces evidence that claimant dealt with Buyer with respect to the Premises; and,

2.16 If a party hereto is a corporation, no shareholder, or if a party hereto is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder. If Seller or Buyer discloses in this Agreement that either of them is acting in a representative or fiduciary capacity, only the principal or estate represented shall be bound. If more than one person is named herein as Buyer or Seller their obligations hereunder are joint and several.

2.17 TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS AGREEMENT.

2.18 This Agreement, including all Riders, is to be construed as a Massachusetts contract, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be modified or amended only by a written instrument executed by Buyer and Seller.

2.19 Any matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association for Massachusetts (REBA) shall be governed by said Standard to the extent applicable.

2.20 Except as provided in Paragraph 2.21 all notices required or permitted to be given hereunder shall be in writing and delivered in hand, or sent by Federal Express or other recognized overnight delivery service, or mailed postage prepaid, by registered or certified mail, addressed to Buyer or Seller at the appropriate address as specified in Paragraphs 1.3 and 1.4 or to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, three (3) business days after deposit with the U.S. Postal Service.

2.21 (This Paragraph is applicable only if the Buyer's Inspection Contingency Date has been specified in Paragraph 1.15.) See Rider "B"

The Buyer's obligations hereunder are contingent upon Buyer's receipt, prior to 5:00p.m. on the Inspection Contingency Date, of written inspection reports on the Premises satisfactory to Buyer. Such reports may, at Buyer's option, include inspections for structural and mechanical matters, pests, including wood-boring insects, lead paint, asbestos, UFFI, radon gas or other hazardous substances, underground tanks, septic system and well water. Should the results of any such test be unsatisfactory to Buyer, Buyer may cancel this Agreement by written notice received by the Seller no later than 5:00 p.m. on the day after the Inspection Contingency Date, whereupon all obligations of the parties shall cease and Buyer's deposits shall be promptly returned in full. Buyer's failure to give such notice shall be a waiver of Buyer's right to cancel under this Paragraph.

2.22 The Riders listed below and attached to this Agreement are incorporated herein by reference:

Rider "A" – Copy of Deed

Rider "B" – Inspection Contingency

Rider "C" – Special Conditions


Rider "D" – Real Estate Broker

Executed under seal by the Parties hereto as of the date of this Agreement.

WHEN EXECUTED, THIS WILL BE A BINDING CONTRACT AND AN ATTORNEY SHOULD BE CONSULTED BEFORE SIGNING.

20 CASTLE STREET, LLC

By





Title:


Buyer

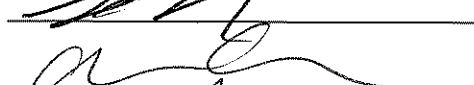
TOWN OF GREAT BARRINGTON

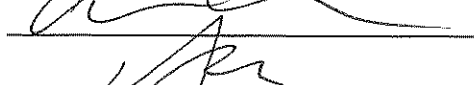
By its Board of Selectmen














Seller

RIDER "A"

MASSACHUSETTS WARRANTY DEED BY CORPORATION (LONG FORM) 750

BOOK 417 PAGE 227

KNOW ALL MEN BY THESE PRESENTS

That, The GREAT BARRINGTON FIRE DISTRICT, a duly authorized municipal corporation under the laws of the Commonwealth of Massachusetts, of Great Barrington, Berkshire County, Massachusetts

and in full consideration of ONE DOLLAR (\$1.00) grant to THE INHABITANTS OF THE TOWN OF GREAT BARRINGTON

with warranty covenants

the land in the Town of Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

PARCEL I. A certain tract or parcel of land situated in Great Barrington, bounded and described as follows: Beginning at a set stone which marks the southwesterly corner of land of the Great Barrington Fire District and southeasterly corner of the premises hereby conveyed, said stone being located in or near the north line of said Castle Street; thence westerly on said Castle Street 55.9 feet to an iron pipe which marks the southeasterly corner of land now or formerly of G. E. Nettleton; thence north by line parallel with the west line of the house located on the premises hereby conveyed and 2 feet distant therefrom and on the east line of said Nettleton 141.8 feet to an iron pipe standing in the south line of land now or formerly of the George A. Stevens Lumber Company; thence easterly on line of land now or formerly of said George A. Stevens Lumber Company and land formerly of Gimlich & White to the northwesterly corner of land of the Great Barrington Fire District; thence southerly in the west line of the said Great Barrington Fire District to the place of beginning.

Being all and the same premises as were conveyed to the Great Barrington Fire District by deed of Irene Carson dated October 18, 1966 recorded in the Southern Berkshire Registry of Deeds in Book 354, Page 252.

BOOK 417. PAGE 228

PARCEL 2. A certain tract or parcel of land situated on the northe side of Castle Street, in said Great Barrington, bounded and described as follows: Beginning at an iron pin set in the ground at the northeast corner of the premises hereby conveyed (it being supposed to be also the northwest corner of premises formerly owned by Maria O. Manning); thence south, $35\frac{1}{2}$ degrees west, 8 rods and 5 links to the northerly line of Castle Street; thence westerly along the line of said Castle Street 75 feet; thence northerly, in a line parallel with the easterly line, and 75 feet distant therefrom, to land formerly of Silas Sprague, deceased; thence easterly, on said Sprague's southerly line 75 feet to the place of beginning.

Meaning and intending hereby to convey a portion of the same premises described in a certain deed from Richard H. Moore to Martha E. Norton, dated April 1, 1895, and recorded in the Southern Berkshire Registry of Deeds in Book 171, Page 444. The said premises are hereby conveyed subject to the reservation and agreement in relation to sewer, which are contained in said deed.

Being all and the same premises as were conveyed to the Inhabitants of the Great Barrington Fire District by deed of Martha E. Norton dated August 9, 1899, recorded in said Registry of Deeds in Book 180, Page 31.

PARCEL 3. A certain tract or parcel of land situated on the northerly side of Castle Street, in said Great Barrington, bounded and described as follows: Beginning at the northeast corner of the tract hereby conveyed, it being also the northwest corner of other premises

conveyed by Martha E. Norton, to said inhabitants of the Great Barrington Fire District; thence south 35 1/2 degrees west, 8 rods and 5 links, to the northerly line of Castle Street, thence westerly, along the line of said Castle Street, 6 feet, thence northerly, in a line parallel with the easterly line of the tract hereby conveyed, and 6 feet distant therefrom, to land formerly of Silas Sprague, deceased, thence easterly on said Sprague's southerly line 6 feet, to the place of beginning: being a portion of the premises described in a certain deed from Richard H. Moore to said Martha E. Norton, dated April 1, 1895, and recorded in the Southern Berkshire Registry of Deeds in Book 171, Page 444. The said premises are hereby conveyed subject to the reservation and agreement in relation to sewer, which are contained in said deed.

Being all and the same premises as were conveyed to The Inhabitants of the Great Barrington Fire District by deed of Martha E. Norton, dated August 9, 1899, recorded in said Registry of Deeds in Book 178, Page 41. This conveyance is subject to reservations of the Great Barrington Fire District to continue the use of the said building on the above described parcels presently being used by said Fire District for Water Department purposes. Said use of building shall be without cost to the said District.

Reference is made to Article 16 of the 1976 Annual Meeting of the Great Barrington Fire District and Article 20 of the 1976 Annual Meeting of the Town of Great Barrington accepting Chapter 136 of the Acts of 1975 authorizing the Town to take over the fire and sidewalk duties and responsibilities of the Great Barrington Fire District.

IN WITNESS WHEREOF, the GREAT BARRINGTON FIRE DISTRICT has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its PRUDENTIAL COMMITTEE, this 22nd day of August, 1976.

GREAT BARRINGTON FIRE DISTRICT
PRUDENTIAL COMMITTEE

Mortimer T. Cavanaugh
Mortimer T. Cavanaugh

Robert O. Hammer
Robert O. Hammer

John B. O'Hara
John B. O'Hara

Armand L. Ferron
Armand L. Ferron

Edward J. Conrick
To all

The Commonwealth of Massachusetts
Berkshire, ss. August 23, 1976

Then personally appeared the above named Mortimer T. Cavanaugh, Robert O. Hammer, John B. O'Hara, and Armand L. Ferron and acknowledged the foregoing instrument to be the free act and deed of the Great Barrington Fire District

before me

Edward J. Conrick
Notary Public - Berkshire County, Mass.

My commission expires Nov 17 1978

Received Southern Berkshire Registry of Deeds Aug. 31, 1976 at 11:02 A.M.

Catherine B. Comerford Register

RIDER "B"

Inspection Contingency

During the 60 day inspection contingency period:

- Seller shall provide, at its expense, a satisfactory survey showing all encroachments, easements, rights of way, etc., which shall not affect the intended use of the premises.
- Seller to provide Buyer with documentation to verify that the underground oil tank was filled in 1999 and was done so in accordance with all applicable regulatory requirements, and that all other gas or oil tanks have been removed and that such removal was done in accordance with all applicable regulatory requirements.
- Seller grants permission to Buyer to remove portions of the brickwork for inspection purposes during the inspection contingency period. Prior to any such removal, Buyer shall present a written work plan for such removal to Seller for its approval, which shall not be unreasonably withheld. Buyer shall restore said removed brickwork to the same condition it was in at the time of removal.
- Buyer shall have the right to terminate this contract during the inspection contingency period if the structural assessments of the stability of the building and/or the estimate of the cost of brickwork restoration make the restoration economically unfeasible. Buyer shall provide Seller with copies of all reports, assessments, estimates and documents prepared by or for Seller in connection with its inspection of the premises.

RIDER "C"

Special Conditions

- The Parties acknowledge that a portion of a water main of the Great Barrington Fire District is located underneath the Building on the Premises and that the Fire District intends to relocate the main to the so-called alleyway on the westerly side of the Building. It is anticipated that the relocation will take place prior to the Closing. The Parties acknowledge that the Fire District will require an easement for the permanent placement of the water main in the relocation area, and that the Buyer intends to grant such an easement once it takes title to the Premises. The Parties agree to cooperate with each other and with the Fire District in the relocation process.
- The Town of Great Barrington agrees to seek the necessary authorization and approval, including a Town Meeting vote, for a tax increment financing (TIF) agreement to provide for assessment of the Premises at a value of \$50,000.00 during the period that the Town continues to use any portion of the Premises pursuant to the terms of this Agreement, followed by a ten year value schedule as follows: years 1-4 - \$50,000; years 5-7 - \$300,000; years 8-10- \$500,000, after which the Premises shall be assessed at their full and fair value as determined in accordance with the requirements of the General Laws. The parties agree that the TIF agreement shall include a provision that if the full and fair assessed value of the Premises during any year of the TIF agreement is less than the value stated in the foregoing schedule, Buyer will have the option of paying taxes based on such assessed value.
- Buyer shall provide Seller with use and occupancy of the second floor of the Building, for those uses currently being made thereof by Seller, for a term of up to 24 months from the date of closing, provided Seller makes entire Premises available to Buyer for inspection purposes of Buyer's consultants and contractors upon reasonable notice from Buyer. Seller shall have use and occupancy of the first floor of said Building on a month to month basis. During Seller's use and occupancy of the Building, the following provisions shall apply:

Seller shall maintain its current insurance coverage on the Premises, and shall arrange for Buyer to be named as an additional insured and loss payee. When Seller vacates any portion of the Building, the costs of such insurance shall be pro-rated as between Buyer and Seller, based upon the percentage area of the Building available for Seller's use.

Seller and Buyer each agree to indemnify the other for any costs, loss or expense incurred by the other on account of a release of hazardous

material caused by the act or omission of Seller or Buyer, as the case may be.

Seller shall be responsible for all repairs and maintenance of the building reasonably required to maintain the building in a condition similar to its present condition so as to be suitable for Seller's use thereof and for Buyer's performance of the renovation and restoration contemplated by this Agreement, but Seller shall not be responsible for repairs or maintenance made necessary by the work of such renovation or restoration. Buyer shall be responsible for all structural repairs, unless such repairs are made necessary by an act of Seller in its use of the building.

Seller shall be responsible for all utilities, including but not limited to fuel, electric, water, sewer, snow removal, lawn and grounds maintenance and trash removal. When Seller ceases to occupy either the first floor or the second floor, responsibility for the utilities shall be equally divided between Seller and Buyer. If Seller ceases to occupy a portion of the Building, but less than an entire floor, Seller's responsibility for utilities shall be reduced pro rata according to the area vacated, as reasonably agreed to by Buyer and Seller, and the Buyer shall be responsible for the costs attributable to the reduction percentage.

Buyer and its consultants and contractors shall have the right to enter the premises, with reasonable prior notice to Seller, except in the event of an emergency, for which Buyer may enter without notice.

Seller will provide Buyer with a 60 day notice of its intent to vacate the first floor or the second floor, or a portion thereof.

When Seller no longer occupies any portion of the Building, Buyer shall become responsible for insuring the Building.

Upon termination of tenancy, Seller shall leave the premises in the same condition as at the start thereof, reasonable wear and tear excepted.

Seller and Buyer to agree upon the personal items that shall remain on the Premises. Seller shall provide a Bill of Sale for said items at closing as provided for in 2.6 (c) of this Agreement.

Buyer represents that it intends to develop and use the Premises in compliance with the provisions of the Great Barrington Zoning Bylaw. The use of the Property shall comply with all applicable laws and regulations, and approvals, licenses, permits and variances issued by any Federal, State or Local governmental

authority having jurisdiction thereof. In the development of the Premises, Buyer shall proceed in good faith, and shall keep the Seller, through its Town Manager/Board of Selectmen, regularly informed regarding the planned and anticipated use of the Premises.

Buyer understands and Seller acknowledges that certain environmental remediation and removal activities will be required for development of the Property ("Remediation Activities"). Remediation Activities shall be defined as actions required to comply with the requirements of applicable Environmental Laws, or orders issued thereunder by an authorized person. "Environmental Laws" shall mean, collectively, any federal, state, or local law, rule or regulation, code or by-law pertaining to protection of the environment or regulation of pollution of air, water or land, and any judicial interpretation thereof, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Massachusetts Hazardous Waste Management Act, G.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E §§ 1 et seq. Environmental Laws shall not include the Great Barrington Zoning Bylaw, the State Building Code, plumbing or electrical codes, or, without limitation, other laws, regulations and codes applicable to building construction and land development in general as opposed to protection of the environment or regulation of pollution in particular.

A description of reasonably anticipated Remediation Activities is contained in Seller's RFP, specifically in the June 21, 2005 letter of EcoGenesis Corporation to Steve McAlister of Clark & Green, Inc. (the "EcoGenesis Letter"). The cost of any Remediation Activities, up to a total of \$80,000 shall be borne as follows: the first \$20,000 – Buyer; the next \$20,000 – Seller; the next \$20,000 – Buyer; the next \$10,000 – Seller; the next \$10,000 – Buyer. Seller shall be responsible for the cost of any Remediation Activities in excess of said \$80,000, but subject to a maximum obligation of \$220,000 and the following provisions: Seller intends to engage an environmental consultant to determine the total estimated cost of Remediation Activities. If Seller notifies Buyer prior to the end of the 60 day inspection contingency period provided for in Rider B that the total estimated cost of Remediation Activities reported to Seller by its consultant exceeds \$300,000, the parties shall have the following options: negotiation of allocation of those costs in excess of \$300,000 or a declaration by Seller, at Seller's sole discretion, that this Agreement is void and of no further effect. In the event of such a declaration, Buyer's deposit shall be returned.

Buyer shall contribute \$3,000 toward the cost of Seller's environmental consultant, either by partial payment to the consultant or delivery of funds to

Seller. Seller shall provide Buyer with a copy of the report of Seller's environmental consultant.

Notwithstanding the provisions of paragraph 2.4.c, Buyer shall not be precluded from performing repairs to the Building, subject to the requirement of obtaining and complying with such permits and regulatory approvals, if any, as are required for the particular repairs; and provided, that if Buyer commences any such repairs it shall proceed regularly, diligently and uninterruptedly to complete such repairs.

The Buyer shall execute an affidavit of compliance with the provisions of G.L. Chapter 7, Section 40J.

The Buyer shall execute, as required under G.L. Chapter 60, Section 77B, an affidavit of non-conviction of crimes relating to arson and that it is not delinquent in the payment of any real estate taxes, or is current in a pre-existing repayment agreement with any taxing authority, whether within the Commonwealth of Massachusetts or elsewhere.

RIDER "D"

REAL ESTATE BROKER

Except as provided below, the Buyer and Seller warrant and represent to each other that neither one has dealt with a real estate broker or agent with respect to this transaction or these premises.

Buyer discloses and Seller acknowledges the disclosure that Buyer has communicated with Barnbrook Realty, 271 Main Street, Great Barrington, MA ("Barnbrook") regarding the premises, although Buyer represents that Barnbrook did not introduce Buyer to the premises. Nevertheless, Buyer intends to make a courtesy payment to Barnbrook upon the closing of this transaction; and Buyer shall be solely responsible for payment of any fees or commissions to Barnbrook.

Except with respect to Buyer's obligations to Barnbrook, the Buyer and the Seller agree to indemnify and hold each other harmless from any and all claims for brokerage or commission fees on account of this transaction or these Premises by any person(s), including a real estate broker(s) or real estate brokerage firm(s).

The Seller and the Buyer agree to the terms and conditions set forth hereinabove.



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

MEMORANDUM

TO: Kevin O'Donnell, Town Manager
FROM: Edwin May *C.B.D.*
DATE: 9/22/2011
COPY:
SUBJECT: 20 CASTLE STREET – What can go in vs. permitting requirements?

780 CMR allows the continuation of the same 'USES' as the building has lawfully been permitted to be used. In this case a **Fire Station or Business Use**. Any new use suggested other than Business, would require an evaluation of the building as per MA amended 2009 IEBC §101.5.4.0, attached, by a licensed MA design professional.

I have included the code references for Amended 2009 IEBC §408 Historic Buildings. This section would allow the Architect with the BI to 'post' any existing nonconforming conditions that do not meet code. I have included the 'commercial roofing' citations from the 2009 IEBC to show that even a re-roofing project could require an evaluation of the gravity loads down to the soil supporting the existing foundation.

ELECTRIC / WIRE INSPECTOR:

See 527 CMR 12:00, MA Amendment, Rule #1, 3 and 4, attached.

No work performed means no work required.

PLUMBING INSPECTOR:

See 248 CMR § 10:10, 1. (table) Minimum Facilities for Building Occupancy, attached.

No work performed requires no new fixtures.

These inspectors are charged with inspecting work performed for hire ONLY and only when an application has been filed in this office by a duly licensed contractor and the fee has been paid, \$44.00 / \$55.00 respectfully. Neither inspector possesses a license to design anything in a building of this size, >35,000 cubic ft, only plan review and inspections as per the code, versus use and occupancy. The State of Massachusetts requires a MA Licensed Design Professional Architect or Engineer for that task. [780 CMR, MA Amended 2009, c.1 §107.1.1 / 107.6.2.1] Either inspector may be hired as a private contractor / consultant @ \$80.00-\$100.00 / hr. They would then have to recuse themselves from any inspector duties of these premises in the future.

DEPARTMENT OF ENVIROMENTAL PROTECTION:

Any selective demolition would trigger an abatement of lead and asbestos requiring a licensed contractor, DEP permits and a MA design professional as the roof shingles, floor tiles and steam pipes contain asbestos composite. [see 310 CMR 7.15 attached]

BOH:

Inspector's duties include plan review and inspections for any food service, i.e. Culinary School. The other uses are off their radar.

FIRE SERVICES:

Substantial or 'Major Renovations' as defined in 780 CMR, Amended 2009 IBC c. 9, §903.2 and 2009 IEBC §102.2.1.1 / 603.2 trip the sprinkler requirements of the code. Early warning notification devices, i.e. horn/strobes, manual pull station, smoke and CO detectors and off premises alarm notification is all spelled out by a MA Licensed Design Professional and review/inspected by the Fire Chief or his designee.

CHAPTER 3

USE AND OCCUPANCY CLASSIFICATION

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall control the classification of all buildings and structures as to use and occupancy.

SECTION 302 CLASSIFICATION

302.1 General. Structures or portions of structures shall be classified with respect to occupancy in one or more of the groups listed below. A room or space that is intended to be occupied at different times for different purposes shall comply with all of the requirements that are applicable to each of the purposes for which the room or space will be occupied. Structures with multiple occupancies or uses shall comply with Section 508. Where a structure is proposed for a purpose that is not specifically provided for in this code, such structure shall be classified in the group that the occupancy most nearly resembles, according to the fire safety and relative hazard involved.

1. Assembly (see Section 303): Groups A-1, A-2, A-3, A-4 and A-5
2. Business (see Section 304): Group B
3. Educational (see Section 305): Group E
4. Factory and Industrial (see Section 306): Groups F-1 and F-2
5. High Hazard (see Section 307): Groups H-1, H-2, H-3, H-4 and H-5
6. Institutional (see Section 308): Groups I-1, I-2, I-3 and I-4
7. Mercantile (see Section 309): Group M
8. Residential (see Section 310): Groups R-1, R-2, R-3 and R-4
9. Storage (see Section 311): Groups S-1 and S-2
10. Utility and Miscellaneous (see Section 312): Group U

SECTION 303 ASSEMBLY GROUP A

303.1 Assembly Group A. Assembly Group A occupancy includes, among others, the use of a building or structure, or a portion thereof, for the gathering of persons for purposes such as civic, social or religious functions; recreation, food or drink consumption or awaiting transportation.

Exceptions:

1. A building or tenant space used for assembly purposes with an *occupant load* of less than 50 persons shall be classified as a Group B occupancy.

2. A room or space used for assembly purposes with an *occupant load* of less than 50 persons and accessory to another occupancy shall be classified as a Group B occupancy or as part of that occupancy.
3. A room or space used for assembly purposes that is less than 750 square feet (70 m²) in area and accessory to another occupancy shall be classified as a Group B occupancy or as part of that occupancy.
4. Assembly areas that are accessory to Group E occupancies are not considered separate occupancies except when applying the assembly occupancy requirements of Chapter 11.
5. Accessory religious educational rooms and religious auditoriums with occupant loads of less than 100 are not considered separate occupancies.

SECTION 304 BUSINESS GROUP B

304.1 Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

- Airport traffic control towers
- Ambulatory health care facilities
- Animal hospitals, kennels and pounds
- Banks
- Barber and beauty shops
- Car wash
- Civic administration
- Clinic—outpatient
- Dry cleaning and laundries: pick-up and delivery stations and self-service
- Educational occupancies for students above the 12th grade
- Electronic data processing
- Laboratories: testing and research
- Motor vehicle showrooms
- Post offices
- Print shops
- Professional services (architects, attorneys, dentists, physicians, engineers, etc.)
- Radio and television stations
- Telephone exchanges
- Training and skill development not within a school or academic program

304.1.1 Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

CLINIC, OUTPATIENT. Buildings or portions thereof used to provide medical care on less than a 24-hour basis to individuals who are not rendered incapable of self-preservation by the services provided.

780 CMR: MASSACHUSETTS AMENDMENTS TO THE *INTERNATIONAL EXISTING BUILDING CODE 2009*

CHAPTER 34: EXISTING STRUCTURES

3401.1 Replace as follows:

3401.1 Scope. Chapter 34 of the *International Building Code 2009 (IBC 2009)* is deleted in its entirety. The alteration, repair, addition, and change of occupancy of existing buildings shall be controlled by the provisions of the *International Existing Building Code 2009 (IEBC 2009)* and its appendices, and as modified with Massachusetts Amendments as follows:

101.1 Replace as follows:

101.1 Title. These regulations shall be known as the *Existing Building Code* of Massachusetts, referred to as "this code."

101.2 Replace as follows:

101.2 Scope. The provisions of this code shall apply to the repair, alteration, change of occupancy, addition, and relocation of existing buildings, except as otherwise required by section 102.2.2.

All references in this code to the *International Fuel Gas Code*, *International Plumbing Code*, *International Property Maintenance Code*, *International Fire Code*, and the *International Electrical Code*, are superseded as applicable by MA specialty codes per subsection 101.4 of the Massachusetts Amendments to the *International Building Code 2009*, unless noted otherwise further on within these amendments. In addition subsection 101.1 of the Massachusetts Amendments to the *International Building Code 2009*, 101.4 notes Massachusetts specialty codes as they apply to environmental protection, water pollution control, elevators, and accessibility. Reference elsewhere in this code to the *International Building Code* shall mean 780 CMR *Base Volume*. Reference elsewhere in this code to the existing buildings pertaining to the *International Residential Code* shall mean 780 CMR *One- and Two-family Dwelling* and the existing building provisions contained therein. The requirements in this code for construction of existing buildings in flood hazard areas and/or coastal dunes shall not apply and instead 780 CMR Appendix G shall apply.

101.5.0 Add subsections:

101.5.0 Compliance Alternatives. Except for structural work, where compliance with the provisions of the code for new construction, required by this code, is impractical because of construction difficulties or regulatory conflicts, compliance alternatives may be accepted by the *building official*. Examples of compliance alternatives and archaic construction systems can be found at the FAQ link at www.mass.gov/dps. The *building official* may accept these compliance alternatives, archaic construction systems, or others proposed. If the compliance alternative involves fire protection systems the *building official* shall consult with the fire official.

101.5.0.1 Submittals. The application for a *building permit* shall be in accordance with subsection 107.2.1 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 107.2.1) and identify all items of non- or partial compliance with the requirements of this code, and compliance alternatives, if any are proposed, for approval by the *building official*. The *building official* shall respond to the acceptability of any proposed compliance alternatives within 30 days of the filing of the *building permit* application. Where proposed compliance alternatives are, in the opinion of the *building official*, unacceptable, or where issues of non-compliance remain, the permit applicant shall have the remedies prescribed by section 113 of the *International Building Code 2009* with the Massachusetts Amendments (780 CMR 113).

101.5.1 Delete the text: 'in buildings complying with the *International Fire Code*'

101.5.4.0 Add subsection:

101.5.4.0 Investigation and Evaluation. For any proposed work regulated by this code and subject to subsection 107.6 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 107.6) as a condition of the issuance of a building permit the building owner shall cause the *existing building* (or portion thereof) to be investigated and evaluated in accordance with the provisions of this code. This may include, but not be limited to: evaluation of design gravity loads, lateral load capacity,

1101.1 Replace this section as follows:


* 1101.1 Scope. It is the intent of this chapter to provide means for the preservation of *historic buildings* as certified by the Massachusetts Historical Commission. There is no obligation for owners of historic buildings to use the provisions of this chapter. *This chapter* shall preempt all other regulations of 780 CMR governing the reconstruction, *renovation*, alteration, change of use and occupancy, repair, maintenance and additions for the conformity of historic buildings and structures to 780 CMR, with the exception of section 113 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 113) for appeals, or unless otherwise specified. In case of fire or other casualty to a *historic building*, said building may be rebuilt, in total or in part, using such techniques and materials as are necessary to restore it to its original condition and use group. If a building or structure as a result of proposed work would become eligible for certification as a *historic building* and the Massachusetts Historical Commission so certifies by affidavit, and such affidavit is submitted to the *building official* with the permit application, then the *building official* shall have the authority to allow the work to proceed under the provisions of this chapter

1101.3 Replace all references to 'museum' with 'house museum'

8/6/10

34.00: continued


1102.5 Replace this subsection as follows:

 **1102.5 Replacement.** Replacement of existing or missing features using original materials shall be permitted. Partial replacement for repairs that match the original in configuration, height, and size shall be permitted. Such replacements shall not be required to meet the materials and methods requirements of section 501.2. Individual components of an existing building system may be repaired or replaced in kind without requiring the system to comply with the code for new construction.

1102.5 Delete the Exception.

1103.1 Replace as follows:


1103.1 **Scope.** Historic buildings undergoing alterations, or that are moved shall comply with section 1103.

 1103.2 Replace as follows:

1103.2 **General.**

1103.2.1 **Maximum Occupancy.** *House museum* occupancy shall be limited by the actual structural floor load capacity as certified by a qualified Massachusetts *registered professional engineer or architect* or in accordance with Chapter 10 of the *International Building Code 2009 with Massachusetts Amendments (780 CMR 10.00)*, whichever is less. Said floor load shall be posted in accordance with the procedures set forth in Chapter 1 of the *International Building Code 2009 with Massachusetts Amendments (780 CMR 1.00)*. The owner shall submit evidence of this certification and related computations to the *building official* upon request.


1103.3 Replace as follows:

 1103.3 **Means of Egress.** Existing door openings and corridor and stairway widths less than those specified elsewhere in this code may be approved, provided that, in the opinion of the *building official*, there is sufficient width and height for a person to pass through the opening or traverse the means of egress. When approved by the *building official*, the front or main exit doors need not swing in the direction of the path of exit travel, provided that other approved means of egress having sufficient capacity to serve the total occupant load are provided.

Where one or more floors of a *house museum* are limited to one *means of egress*, the occupancy load shall be computed as follows:

1. **Floors below the First Story.** Not more than one occupant per 100 square feet of gross floor area with a maximum occupancy of 49.
2. **First Story.** Not more than one occupant per 50 square feet of gross floor area.
3. **Second Story and Above.** Not more than one occupant per 100 square feet of gross floor area, or 30 occupants per 22 inch unit of egress width, whichever condition results in the lesser occupancy load.

1103.12 Replace as follows:

 1103.12 **Fire Protection Equipment.** Fire protection equipment shall be provided for *house museums* according to the following requirements:

1. **Manual Fire Extinguishing Equipment.** All use groups, other than R-3 and R-4, shall have approved manual fire extinguishing equipment, as determined by the head of the local fire department.
2. **Fire Alarm Systems.** Use groups R-1, R-2 and R-3 shall conform to the requirements of section 907 of the *International Building Code 2009 with Massachusetts Amendments (780 CMR 907)*, as applicable. All other use groups shall comply with section 1103.12 items 2.(a) and (b) of the *International Building Code 2009 with Massachusetts Amendments (780 CMR 1103.12 items 2.(a) and (b))*.

(a) **Locations.** Provide smoke detectors in accordance with manufacturers listing and spacing requirements, but not less than one, for every 1200 square feet of floor area per level. In addition, all lobbies, common corridors, hallways and exitway access and discharge routes shall be provided with approved smoke detectors installed in accordance with the manufacturers listing and spacing requirements but not more than 30 feet spacing between detectors. All required smoke detectors shall have an alarm audible throughout the structure or building.

34.00: continued

(b) **Single Station and Multiple Station Smoke Detection Devices.** As required by Chapter 9 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 9.00).

3. **Manual Pull Stations.** A manual fire alarm pull station shall be provided in the natural path of egress in all use groups except R-3 and R-4. Manual pull stations shall be connected to the building fire warning system in conformance with NFPA 72.

Exception. Historic buildings which are provided with an approved automatic fire-extinguishing system throughout shall not be required to be provided with manual fire extinguishing equipment. Smoke detection devices shall not be required in occupancies other than Use Groups R-1, R-2, and R-3.

1103.12.1 Supervision. Fire alarm systems required by this section shall be supervised in accordance with the requirements of Chapter 9 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 9.00).

Exception. Residential single and multiple station smoke detectors.

1104.1 Replace this section as follows:

~~1104.1~~ **Accessibility Requirements.** For accessibility requirements refer to 521 CMR.

~~1104.1.1 through 1104.1.4~~ Delete.

1105.15 Replace this section as follows:

1105.15 Accessibility requirements. For accessibility requirements refer to 521 CMR.

1106.1 Replace this section as follows:

~~1106.1~~ **General.** Historic buildings shall comply with the applicable structural provisions for the work as classified in Chapter 4.

Exceptions

1. The *building official* shall be authorized to accept existing floors and approve operational controls that limit the live load on any such floor.
2. *House museums* need not comply with the wind load and seismic load requirements of this code.

CHAPTER 4

CLASSIFICATION OF WORK

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall be used in conjunction with Chapters 5 through 12 and shall apply to the *alteration, repair, addition and change of occupancy* of existing structures, including historic and moved structures, as referenced in Section 101.5.2. The work performed on an *existing building* shall be classified in accordance with this chapter.

401.1.1 Compliance with other alternatives. *Alterations, repairs, additions* and changes of occupancy to existing structures shall comply with the provisions of Chapters 4 through 12 or with one of the alternatives provided in Section 101.5.

401.2 Work area. The *work area*, as defined in Chapter 2, shall be identified on the construction documents.

401.3 Occupancy and use. When determining the appropriate application of the referenced sections of this code, the occupancy and use of a building shall be determined in accordance with Chapter 3 of the *International Building Code*.

SECTION 402 REPAIRS

402.1 Scope. *Repairs*, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

402.2 Application. *Repairs* shall comply with the provisions of Chapter 5.

402.3 Related work. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered part of the *repair* and shall not be subject to the provisions of Chapter 6, 7, 8, 9 or 10.

SECTION 403 ALTERATION—LEVEL 1

403.1 Scope. Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

403.2 Application. Level 1 *alterations* shall comply with the provisions of Chapter 6.

SECTION 404 ALTERATION—LEVEL 2

404.1 Scope. Level 2 *alterations* include the reconfiguration of space, the *addition* or elimination of any door or window, the

reconfiguration or extension of any system, or the installation of any additional equipment.

404.2 Application. Level 2 alterations shall comply with the provisions of Chapter 6 for Level 1 *alterations* as well as the provisions of Chapter 7.

SECTION 405 ALTERATION—LEVEL 3

405.1 Scope. Level 3 *alterations* apply where the *work area* exceeds 50 percent of the aggregate area of the building.

405.2 Application. Level 3 alterations shall comply with the provisions of Chapters 6 and 7 for Level 1 and 2 *alterations*, respectively, as well as the provisions of Chapter 8.

SECTION 406 CHANGE OF OCCUPANCY

406.1 Scope. *Change of occupancy* provisions apply where the activity is classified as a *change of occupancy* as defined in Chapter 2.

406.2 Application. Changes of occupancy shall comply with the provisions of Chapter 9.

SECTION 407 ADDITIONS

407.1 Scope. Provisions for *additions* shall apply where work is classified as an *addition* as defined in Chapter 2.

407.2 Application. *Additions* to existing buildings shall comply with the provisions of Chapter 10.

SECTION 408 HISTORIC BUILDINGS

408.1 Scope. Historic buildings provisions shall apply to buildings classified as historic as defined in Chapter 2.

408.2 Application. Except as specifically provided for in Chapter 11, historic buildings shall comply with applicable provisions of this code for the type of work being performed.

SECTION 409 RELOCATED BUILDINGS

409.1 Scope. Relocated buildings provisions shall apply to relocated or moved buildings.

409.2 Application. Relocated buildings shall comply with the provisions of Chapter 12.

CHAPTER 11 HISTORIC BUILDINGS

SECTION 1101 GENERAL

* 1101.1 **Scope.** It is the intent of this chapter to provide means for the preservation of historic buildings. Historical buildings shall comply with the provisions of this chapter relating to their *repair, alteration, relocation and change of occupancy.*

1101.2 **Report.** A historic building undergoing *repair, alteration or change of occupancy* shall be investigated and evaluated. If it is intended that the building meet the requirements of this chapter, a written report shall be prepared and filed with the *code official* by a registered design professional when such a report is necessary in the opinion of the *code official*. Such report shall be in accordance with Chapter 1 and shall identify each required safety feature that is in compliance with this chapter and where compliance with other chapters of these provisions would be damaging to the contributing historic features. For buildings assigned to Seismic Design Category D, E or F, a structural evaluation describing, at minimum, a complete load path and other earthquake-resistant features shall be prepared. Additionally, the report shall describe each feature that is not in compliance with these provisions and shall demonstrate how the intent of these provisions is complied with in providing an equivalent level of safety.

1101.3 **Special occupancy exceptions—museums.** When a building in Group R-3 is also used for Group A, B, or M purposes such as museum tours, exhibits, and other public assembly activities, or for museums less than 3,000 square feet (279 m²), the *code official* may determine that the occupancy is Group B when life-safety conditions can be demonstrated in accordance with Section 1101.2. Adequate means of egress in such buildings, which may include a means of maintaining doors in an open position to permit egress, a limit on building occupancy to an occupant load permitted by the means of egress capacity, a limit on occupancy of certain areas or floors, or supervision by a person knowledgeable in the emergency exiting procedures, shall be provided.

1101.4 **Flood hazard areas.** In flood hazard areas, if all proposed work, including repairs, work required because of a *change of occupancy*, and alterations, constitutes *substantial improvement*, then the *existing building* shall comply with Section 1612 of the *International Building Code*.

Exception: If an *historic building* will continue to be an *historic building* after the proposed work is completed, then the proposed work is not considered a *substantial improvement*. For the purposes of this exception, an *historic building* is:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior to contribute to the historical significance of a registered historic district or a district preliminarily determined to qualify as a historic district; or

3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

SECTION 1102 REPAIRS

1102.1 **General.** Repairs to any portion of an *historic building* or structure shall be permitted with original or like materials and original methods of construction, subject to the provisions of this chapter.

1102.2 **Dangerous buildings.** When an *historic building* is determined to be *dangerous*, no work shall be required except as necessary to correct identified unsafe conditions.

1102.3 **Relocated buildings.** Foundations of relocated historic buildings and structures shall comply with the *International Building Code*. Relocated historic buildings shall otherwise be considered an *historic building* for the purposes of this code. Relocated historic buildings and structures shall be sited so that exterior wall and opening requirements comply with the *International Building Code* or with the compliance alternatives of this code.

1102.4 **Chapter 5 compliance.** Historic buildings undergoing repairs shall comply with all of the applicable requirements of Chapter 5, except as specifically permitted in this chapter.

* 1102.5 **Replacement.** Replacement of existing or missing features using original materials shall be permitted. Partial replacement for repairs that match the original in configuration, height, and size shall be permitted. Such replacements shall not be required to meet the materials and methods requirements of Section 501.2.

Exception: Replacement glazing in hazardous locations shall comply with the safety glazing requirements of Chapter 24 of the *International Building Code*.

SECTION 1103 FIRE SAFETY

1103.1 **Scope.** Historic buildings undergoing alterations, changes of occupancy, or that are moved shall comply with Section 1103.

* 1103.2 **General.** Every *historic building* that does not conform to the construction requirements specified in this code for the occupancy or use and that constitutes a distinct fire hazard as defined herein shall be provided with an approved automatic fire-extinguishing system as determined appropriate by the *code official*. However, an automatic fire-extinguishing system shall not be used to substitute for, or act as an alternative to, the required number of exits from any facility.

* 1103.3 **Means of egress.** Existing door openings and corridor and stairway widths less than those specified elsewhere in this

HISTORIC BUILDINGS

code may be approved, provided that, in the opinion of the *code official*, there is sufficient width and height for a person to pass through the opening or traverse the means of egress. When approved by the *code official*, the front or main exit doors need not swing in the direction of the path of exit travel, provided that other approved means of egress having sufficient capacity to serve the total occupant load are provided.

1103.4 Transoms. In fully sprinklered buildings of Group R-1, R-2 or R-3 occupancy, existing transoms in corridors and other fire-resistance-rated walls may be maintained if fixed in the closed position. A sprinkler shall be installed on each side of the transom.

1103.5 Interior finishes. The existing finishes of walls and ceilings shall be accepted when it is demonstrated that they are the historic finishes.

1103.6 Stairway enclosure. In buildings of three stories or less, exit enclosure construction shall limit the spread of smoke by the use of tight-fitting doors and solid elements. Such elements are not required to have a fire-resistance rating.

1103.7 One-hour fire-resistant assemblies. Where 1-hour fire-resistance-rated construction is required by these provisions, it need not be provided, regardless of construction or occupancy, where the existing wall and ceiling finish is wood or metal lath and plaster.

1103.8 Glazing in fire-resistance-rated systems. Historic glazing materials are permitted in interior walls required to have a 1-hour fire-resistance rating where the opening is provided with approved smoke seals and the area affected is provided with an automatic sprinkler system.

1103.9 Stairway railings. Grand stairways shall be accepted without complying with the handrail and guard requirements. Existing handrails and guards at all stairs shall be permitted to remain, provided they are not structurally *dangerous*.

1103.10 Guards. Guards shall comply with Sections 1103.10.1 and 1103.10.2.

1103.10.1 Height. Existing guards shall comply with the requirements of Section 505.

1103.10.2 Guard openings. The spacing between existing intermediate railings or openings in existing ornamental patterns shall be accepted. Missing elements or members of a guard may be replaced in a manner that will preserve the historic appearance of the building or structure.

1103.11 Exit signs. Where exit sign or egress path marking location would damage the historic character of the building, alternative exit signs are permitted with approval of the *code official*. Alternative signs shall identify the exits and egress path.

1103.12 Automatic fire-extinguishing systems. Every historical building that cannot be made to conform to the construction requirements specified in the *International Building Code* for the occupancy or use and that constitutes a distinct fire hazard shall be deemed to be in compliance if provided with an approved automatic fire-extinguishing system.

Exception: When the *code official* approves an alternative life-safety system.

SECTION 1104 ALTERATIONS

SEE 521
CMR

1104.1 Accessibility requirements. The provisions of 605 and 706, as applicable, shall apply to buildings and facilities designated as historic structures that undergo alterations, unless *technically infeasible*. Where compliance with the requirements for accessible routes, entrances or toilet facilities would threaten or destroy the historic significance of the building or facility, as determined by the *code official*, the alternative requirements of Sections 1104.1.1 through 1104.1.4 for that element shall be permitted.

1104.1.1 Site arrival points. At least one main entrance shall be accessible.

1104.1.2 Multilevel buildings and facilities. An accessible route from an accessible entrance to public spaces on the level of the accessible entrance shall be provided.

1104.1.3 Entrances. At least one main entrance shall be accessible.

Exceptions:

1. If a main entrance cannot be made accessible, an accessible nonpublic entrance that is unlocked while the building is occupied shall be provided; or
2. If a main entrance cannot be made accessible, a locked accessible entrance with a notification system or remote monitoring shall be provided.

1104.1.4 Toilet and bathing facilities. Where toilet rooms are provided, at least one accessible family or assisted-use toilet room complying with Section 1109.2.1 of the *International Building Code* shall be provided.

SECTION 1105 CHANGE OF OCCUPANCY

1105.1 General. Historic buildings undergoing a *change of occupancy* shall comply with the applicable provisions of Chapter 9, except as specifically permitted in this chapter. When Chapter 9 requires compliance with specific requirements of Chapter 5, Chapter 6, or Chapter 7 and when those requirements are subject to the exceptions in Section 1102, the same exceptions shall apply to this section.

1105.2 Building area. The allowable floor area for historic buildings undergoing a *change of occupancy* shall be permitted to exceed by 20 percent the allowable areas specified in Chapter 5 of the *International Building Code*.

1105.3 Location on property. Historic structures undergoing a change of use to a higher hazard category in accordance with Section 912.6 may use alternative methods to comply with the fire-resistance and exterior opening protective requirements. Such alternatives shall comply with Section 1101.2.

1105.4 Occupancy separation. Required occupancy separations of 1 hour may be omitted when the building is provided with an approved automatic sprinkler system throughout.

1105.5 Roof covering. Regardless of occupancy or use group, roof-covering materials not less than Class C shall be permitted where a fire-retardant roof covering is required.

1105.6 Means of egress. Existing door openings and corridor and stairway widths less than those that would be acceptable for nonhistoric buildings under these provisions shall be approved, provided that, in the opinion of the *code official*, there is sufficient width and height for a person to pass through the opening or traverse the exit and that the capacity of the exit system is adequate for the occupant load, or where other operational controls to limit occupancy are approved by the *code official*.

1105.7 Door swing. When approved by the *code official*, existing front doors need not swing in the direction of exit travel, provided that other approved exits having sufficient capacity to serve the total occupant load are provided.

1105.8 Transoms. In corridor walls required by these provisions to be fire-resistance rated, existing transoms may be maintained if fixed in the closed position, and fixed wired glass set in a steel frame or other approved glazing shall be installed on one side of the transom.

Exception: Transoms conforming to Section 1103.4 shall be accepted.

1105.9 Finishes. Where interior finish materials are required to have a flame spread index of Class C or better, existing nonconforming materials shall be surfaced with approved fire-retardant paint or finish.

Exception: Existing nonconforming materials need not be surfaced with an approved fire-retardant paint or finish where the building is equipped throughout with an automatic fire-suppression system installed in accordance with the *International Building Code* and the nonconforming materials can be substantiated as being historic in character.

1105.10 One-hour fire-resistant assemblies. Where 1-hour fire-resistance-rated construction is required by these provisions, it need not be provided, regardless of construction or occupancy, where the existing wall and ceiling finish is wood lath and plaster.

1105.11 Stairs and railings. Existing stairways shall comply with the requirements of these provisions. The *code official* shall grant alternatives for stairways and railings if alternative stairways are found to be acceptable or are judged to meet the intent of these provisions. Existing stairways shall comply with Section 1103.

Exception: For buildings less than 3,000 square feet (279 m²), existing conditions are permitted to remain at all stairs and rails.

1105.12 Exit signs. The *code official* may accept alternative exit sign locations where such signs would damage the historic character of the building or structure. Such signs shall identify the exits and exit path.

1105.13 Exit stair live load. Existing historic stairways in buildings changed to a Group R-1 or R-2 occupancy shall be accepted where it can be shown that the stairway can support a 75-pounds-per-square-foot (366 kg/m²) live load.

1105.14 Natural light. When it is determined by the *code official* that compliance with the natural light requirements of Section 911.1 will lead to loss of historic character or historic

materials in the building, the existing level of natural lighting shall be considered acceptable.

1105.15 Accessibility requirements. *SEE 521 CMR* The provisions of Section 912.8 shall apply to buildings and facilities designated as historic structures that undergo a *change of occupancy*, unless *technically infeasible*. Where compliance with the requirements for accessible routes, ramps, entrances, or toilet facilities would threaten or destroy the historic significance of the building or facility, as determined by the authority having jurisdiction, the alternative requirements of Sections 1104.1.1 through 1104.1.4 for those elements shall be permitted.

SECTION 1106 STRUCTURAL

1106.1 General. Historic buildings shall comply with the applicable structural provisions for the work as classified in Chapter 4.

Exception: The *code official* shall be authorized to accept existing floors and approve operational controls that limit the live load on any such floor.

1106.2 Unsafe structural elements. Where the *code official* determines that a component or a portion of a building or structure is *dangerous* as defined in this code and is in need of *repair*, strengthening, or replacement by provisions of this code, only that specific component or portion shall be required to be repaired, strengthened or replaced.

CHAPTER 4 CLASSIFICATION OF WORK

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall be used in conjunction with Chapters 5 through 12 and shall apply to the *alteration, repair, addition and change of occupancy* of existing structures, including historic and moved structures, as referenced in Section 101.5.2. The work performed on an *existing building* shall be classified in accordance with this chapter.

401.1.1 Compliance with other alternatives. *Alterations, repairs, additions* and changes of occupancy to existing structures shall comply with the provisions of Chapters 4 through 12 or with one of the alternatives provided in Section 101.5.

401.2 Work area. The *work area*, as defined in Chapter 2, shall be identified on the construction documents.

401.3 Occupancy and use. When determining the appropriate application of the referenced sections of this code, the occupancy and use of a building shall be determined in accordance with Chapter 3 of the *International Building Code*.

SECTION 402 REPAIRS

402.1 Scope. *Repairs*, as defined in Chapter 2, include the patching or restoration or replacement of damaged materials, elements, equipment or fixtures for the purpose of maintaining such components in good or sound condition with respect to existing loads or performance requirements.

402.2 Application. *Repairs* shall comply with the provisions of Chapter 5.

402.3 Related work. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered part of the *repair* and shall not be subject to the provisions of Chapter 6, 7, 8, 9 or 10.

SECTION 403 ALTERATION—LEVEL 1

403.1 Scope. Level 1 alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

403.2 Application. Level 1 *alterations* shall comply with the provisions of Chapter 6.

SECTION 404 ALTERATION—LEVEL 2

404.1 Scope. Level 2 *alterations* include the reconfiguration of space, the *addition* or elimination of any door or window, the

reconfiguration or extension of any system, or the installation of any additional equipment.

404.2 Application. Level 2 alterations shall comply with the provisions of Chapter 6 for Level 1 *alterations* as well as the provisions of Chapter 7.

SECTION 405 ALTERATION—LEVEL 3

405.1 Scope. Level 3 *alterations* apply where the *work area* exceeds 50 percent of the aggregate area of the building.

405.2 Application. Level 3 alterations shall comply with the provisions of Chapters 6 and 7 for Level 1 and 2 *alterations*, respectively, as well as the provisions of Chapter 8.

SECTION 406 CHANGE OF OCCUPANCY

406.1 Scope. *Change of occupancy* provisions apply where the activity is classified as a *change of occupancy* as defined in Chapter 2.

406.2 Application. Changes of occupancy shall comply with the provisions of Chapter 9.

SECTION 407 ADDITIONS

407.1 Scope. Provisions for *additions* shall apply where work is classified as an *addition* as defined in Chapter 2.

407.2 Application. *Additions* to existing buildings shall comply with the provisions of Chapter 10.

SECTION 408 HISTORIC BUILDINGS

408.1 Scope. Historic buildings provisions shall apply to buildings classified as historic as defined in Chapter 2.

408.2 Application. Except as specifically provided for in Chapter 11, historic buildings shall comply with applicable provisions of this code for the type of work being performed.

SECTION 409 RELOCATED BUILDINGS

409.1 Scope. Relocated buildings provisions shall apply to relocated or moved buildings.

409.2 Application. Relocated buildings shall comply with the provisions of Chapter 12.



CHAPTER 6 ALTERATIONS—LEVEL 1

SECTION 601 GENERAL

601.1 **Scope.** Level 1 alterations as described in Section 403 shall comply with the requirements of this chapter. Level 1 alterations to historic buildings shall comply with this chapter, except as modified in Chapter 11.

601.2 **Conformance.** An existing building or portion thereof shall not be altered such that the building becomes less safe than its existing condition.

Exception: Where the current level of safety or sanitation is proposed to be reduced, the portion altered shall conform to the requirements of the *International Building Code*.

601.3 **Flood hazard areas.** In flood hazard areas, alterations that constitute *substantial improvement* shall require that the building comply with Section 1612 of the *International Building Code*.

SECTION 602 BUILDING ELEMENTS AND MATERIALS

602.1 **Interior finishes.** All newly installed interior wall and ceiling finishes shall comply with Chapter 8 of the *International Building Code*.

602.2 **Interior floor finish.** New interior floor finish, including new carpeting used as an interior floor finish material, shall comply with Section 804 of the *International Building Code*.

602.3 **Interior trim.** All newly installed interior trim materials shall comply with Section 806 of the *International Building Code*.

602.4 **Materials and methods.** All new work shall comply with materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

[FG] 602.4.1 **International Fuel Gas Code.** The following sections of the *International Fuel Gas Code* shall constitute the fuel gas materials and methods requirements for Level 1 alterations.

1. All of Chapter 3, entitled "General Regulations," except Sections 303.7 and 306.

2. All of Chapter 4, entitled "Gas Piping Installations," except Sections 401.8 and 402.3.

2.1. Sections 401.8 and 402.3 shall apply when the work being performed increases the load on the system such that the existing pipe does not meet the size required by code. Existing systems that are modified shall not require resizing as long as the load on the system is

not increased and the system length is not increased even if the altered system does not meet code minimums.

3. All of Chapter 5, entitled "Chimneys and Vents."

4. All of Chapter 6, entitled "Specific Appliances."

SECTION 603 FIRE PROTECTION

603.1 **General.** Alterations shall be done in a manner that maintains the level of fire protection provided.

603.2 **MAJOR ALTERATIONS...**
SEE C. 34, § 603.2

SECTION 604 MEANS OF EGRESS

604.1 **General.** Repairs shall be done in a manner that maintains the level of protection provided for the means of egress.

IN ACCORDANCE W/ 102.2.2.1

SECTION 605 ACCESSIBILITY

605.1 **General.** A building facility or element that is altered shall comply with the applicable provisions in Sections 605.1.1 through 605.1.14, Chapter 11 of the *International Building Code* and ICC A117.1 unless it is *technically infeasible*. Where compliance with this section is *technically infeasible*, the alteration shall provide access to the maximum extent that is *technically feasible*.

A building, facility or element that is constructed or altered to be accessible shall be maintained accessible during occupancy.

Exceptions:

1. The altered element or space is not required to be on an accessible route unless required by Section 605.2.

2. Accessible means of egress required by Chapter 10 of the *International Building Code* are not required to be provided in existing buildings and facilities.

3. Type B dwelling or sleeping units required by Section 1107 of the *International Building Code* are not required to be provided in existing buildings and facilities.

4. The alteration to Type A individually owned dwelling units within a Group R-2 occupancy shall meet the provisions for Type B dwelling units and shall comply with the applicable provisions in Chapter 11 of the *International Building Code* and ICC A117.1.

605.1.1 **Entrances.** Where an alteration includes alterations to an entrance, and the building or facility has an accessible entrance on an accessible route, the altered entrance is not required to be accessible unless required by

Section 605.2. Signs complying with Section 1110 of the *International Building Code* shall be provided.

605.1.2 Elevators. Altered elements of existing elevators shall comply with ASME A17.1 and ICC A117.1. Such elements shall also be altered in elevators programmed to respond to the same hall call control as the altered elevator.

605.1.3 Platform lifts. Platform (wheelchair) lifts complying with ICC A117.1 and installed in accordance with ASME A18.1 shall be permitted as a component of an accessible route.

605.1.4 Ramps. Where steeper slopes than allowed by Section 1010.2 of the *International Building Code* are necessitated by space limitations, the slope of ramps in or providing access to existing buildings or facilities shall comply with Table 605.1.4.

TABLE 605.1.4
RAMPS

SLOPE	MAXIMUM RISE
Steeper than 1:10 but not steeper than 1:8	3 inches
Steeper than 1:12 but not steeper than 1:10	6 inches

For SI: 1 inch = 25.4 mm.

605.1.5 Dining areas. An accessible route to raised or sunken dining areas or to outdoor seating areas is not required provided that the same services and decor are provided in an accessible space usable by any occupant and not restricted to use by people with a disability.

605.1.6 Performance areas. Where it is *technically infeasible* to alter performance areas to be on an accessible route, at least one of each type of performance area shall be made accessible.

605.1.7 Jury boxes and witness stands. In alterations, accessible wheelchair spaces are not required to be located within the defined area of raised jury boxes or witness stands and shall be permitted to be located outside these spaces where ramp or lift access poses a hazard by restricting or projecting into a required means of egress.

605.1.8 Accessible dwelling or sleeping units. Where Group I-1, I-2, I-3, R-1, R-2 or R-4 dwelling or sleeping units are being altered, the requirements of Section 1107 of the *International Building Code* for accessible units and Chapter 9 of the *International Building Code* for visible alarms apply only to the quantity of the spaces being altered.

605.1.9 Type A dwelling or sleeping units. Where more than 20 Group R-2 dwelling or sleeping units are being altered, the requirements of Section 1107 of the *International Building Code* for Type A units and Chapter 9 of the *International Building Code* for visible alarms apply only to the quantity of the spaces being altered.

605.1.10 Toilet rooms. Where it is *technically infeasible* to alter existing toilet and bathing facilities to be accessible, an accessible family or assisted-use toilet or bathing facility constructed in accordance with Section 1109.2.1 of the *International Building Code* is permitted. The family or

assisted-use facility shall be located on the same floor and in the same area as the existing facilities.

605.1.11 Dressing, fitting and locker rooms. Where it is *technically infeasible* to provide accessible dressing, fitting, or locker rooms at the same location as similar types of rooms, one accessible room on the same level shall be provided. Where separate sex facilities are provided, accessible rooms for each sex shall be provided. Separate sex facilities are not required where only unisex rooms are provided.

605.1.12 Fuel dispensers. Operable parts of replacement fuel dispensers shall be permitted to be 54 inches (1370 mm) maximum measured from the surface of the vehicular way where fuel dispensers are installed on existing curbs.

605.1.13 Thresholds. The maximum height of thresholds at doorways shall be 3/4 inch (19.1 mm). Such thresholds shall have beveled edges on each side.

605.1.14 Extent of application. An *alteration* of an existing element, space, or area of a building or facility shall not impose a requirement for greater accessibility than that which would be required for new construction. Alterations shall not reduce or have the effect of reducing accessibility of a building, portion of a building, or facility.

605.2 Alterations affecting an area containing a primary function. Where an *alteration* affects the accessibility to a, or contains an area of, *primary function*, the route to the *primary function* area shall be accessible. The accessible route to the *primary function* area shall include toilet facilities or drinking fountains serving the area of *primary function*.

Exceptions:

1. The costs of providing the accessible route are not required to exceed 20 percent of the costs of the alterations affecting the area of *primary function*.
2. This provision does not apply to alterations limited solely to windows, hardware, operating controls, electrical outlets and signs.
3. This provision does not apply to alterations limited solely to mechanical systems, electrical systems, installation or *alteration* of fire protection systems and abatement of hazardous materials.
4. This provision does not apply to alterations undertaken for the primary purpose of increasing the accessibility of an *existing building*, facility or element.

**SECTION 606
STRUCTURAL**

606.1 General. Where alteration work includes replacement of equipment that is supported by the building or where a reroofing permit is required, the provisions of this section shall apply.

606.2 Addition or replacement of roofing or replacement of equipment. Where addition or replacement of roofing or replacement of equipment results in additional dead loads, structural components supporting such reroofing or equip-

ment shall comply with the gravity load requirements of the *International Building Code*.

Exceptions:

1. Structural elements where the additional dead load from the roofing or equipment does not increase the force in the element by more than 5 percent.
2. Buildings constructed in accordance with the *International Residential Code* or the conventional light-frame construction methods of the *International Building Code* and where the dead load from the roofing or equipment is not increased by more than 5 percent.
3. Addition of a second layer of roof covering weighing 3 pounds per square foot (0.1437 kN/m²) or less over an existing, single layer of roof covering.

606.2.1 Wall anchors for concrete and masonry buildings. Where a permit is issued for reroofing more than 25 percent of the roof area of a building assigned to Seismic Design Category D, E or F with a structural system consisting of concrete or reinforced masonry walls with a flexible roof diaphragm or unreinforced masonry walls with any type of roof diaphragms, the work shall include installation of wall anchors at the roof line to resist the reduced *International Building Code* level seismic forces as specified in Section 101.5.4.2 of this code and design procedures of Section 101.5.4, unless an evaluation demonstrates compliance of existing wall anchorage.

606.3 Additional requirements for reroof permits. The requirements of this section shall apply to alteration work requiring reroof permits.

606.3.1 Bracing for unreinforced masonry bearing wall parapets. Where a permit is issued for reroofing for more than 25 percent of the roof area of a building assigned to Seismic Design Category D, E or F that has parapets constructed of unreinforced masonry, the work shall include installation of parapet bracing to resist the reduced *International Building Code* seismic forces specified in Section 101.5.4.2 of this code, unless an evaluation demonstrates compliance of such items.

606.3.2 Roof diaphragms resisting wind loads in high-wind regions. Where roofing materials are removed from more than 50 percent of the roof diaphragm of a building or section of a building located where the basic wind speed is greater than 90 mph or in a special wind region, as defined in Section 1609 of the *International Building Code*, roof diaphragms and connections that are part of the main wind-force resisting system shall be evaluated for the wind loads specified in the *International Building Code*, including wind uplift. If the diaphragms and connections in their current condition do not comply with those wind provisions, they shall be replaced or strengthened in accordance with the loads specified in the *International Building Code*.

**SECTION 607
ENERGY CONSERVATION**

607.1 Minimum requirements. Level 1 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the *International Energy Conservation Code* or *International Residential Code*. The alterations shall conform to the energy requirements of the *International Energy Conservation Code* or *International Residential Code* as they relate to new construction only.

527 CMR 12.00: 2008 MASSACHUSETTS ELECTRICAL CODE (AMENDMENTS)

The 2008 Massachusetts Electrical Code (527 CMR 12.00) of the Board of Fire Prevention Regulations shall be the 2008 National Electrical Code (NFPA 70) modified as follows:

Insert the following provisions ahead of the body of the Code:

Rule 1. All installations, repairs and maintenance of electrical wiring and electrical fixtures used for light, heat, power, signaling and communications purposes in buildings and structures subject to the provisions of M.G.L. c. 143 shall be reasonably safe to persons and property.

Rule 2. Conformity of installations, repairs, and maintenance of electrical wiring and electrical fixtures used for light, heat, power, signaling and communications with applicable regulations set forth in the Code, which is hereby filed with the Secretary of the Commonwealth shall be considered as complying with these requirements.

Rule 3. Additions or modifications to an existing installation shall be made in accordance with this Code without bringing the remaining part of the installation into compliance with the requirements of this Code. The installation shall not create a violation of this Code, nor shall it increase the magnitude of an existing violation.

Rule 4. Where an actual hazard exists, the owner of the property shall be notified in writing by the authority enforcing this Code. The notification shall contain specifications of the actual hazard that exists, together with a reference to the rule of this Code that is now in violation. (See M.G.L. c. 166, §§ 32 and 33, for enforcement authority.)

Rule 5. References are made in this code to other standards. Those standards, where duly adopted by law or regulation, may be enforced by the appropriate official. They are not considered part of this Code and they are not enforceable under M.G.L. c. 143 § 3L. For Massachusetts Building Code references, see Appendix A.

Rule 6. The approving authority may be guided in his approval of specific items of equipment and materials contemplated by the Code, by proof that such equipment and materials have been tested and conform to suitable recognized industry standards.

Rule 7. 527 CMR 12.00 shall be effective on all installations for which a permit has been granted subsequent to December 31, 2007.

Rule 8. In accordance with the provisions of M.G.L. c. 143 § 3L, the permit application form to provide notice of installation of wiring shall be uniform throughout the Commonwealth, and applications shall be filed on the prescribed form. After a permit application has been accepted by an Inspector of Wires appointed pursuant to M.G.L. c. 166 §32, an electrical permit shall be issued to the person, firm or corporation stated on the permit application. Such entity shall be responsible for the notification of completion of the work as required in MGL 143 §3L.

Permits shall be limited as to the time of ongoing construction activity, and may be deemed by the Inspector of Wires abandoned and invalid if he or she has determined that the authorized work has not commenced or has not progressed during the preceding 12-month period. Upon written application, an extension of time for completion of work shall be permitted for reasonable cause. A permit shall be terminated upon the written request of either the owner or the installing entity stated on the permit application.

Rule 9. Installations covered by 527 CMR 12.00 shall also comply with M.G.L. c. 141.

Rule 10. Electrical installations shall not be concealed or covered from view until inspected by the inspector of wires within and not more than 24 hours for exterior excavations nor more than 72 hours for interior installations after proper notice to the inspector, Saturdays, Sundays, and holidays excluded.

248 CMR: BOARD OF STATE EXAMINERS
OF PLUMBERS AND GAS FITTERS

10.10: continued

Table 1: Minimum Facilities For Building Occupancy.
(*Optional by owner)

Building Clarification	Use Group	Toilets		Urinals Males	Lavatories Each Sex	Drinking Fountain	Bath/ Show.	Other Fixtures	Perinent Regulations. 248 CMR 10.10(19)
		Females	Males						
Theaters	A-1	1 per 30	1 per 60	50%	1 per 100	1 per 1000		1 service sink per floor	(b), (i)1., (m), (n), (p)
Nightclubs, Pubs	A-2	1 per 30	1 per 50	50%	1 per 75	1/500*		"	(b), (m), (n), (p)
Restaurants	A-3	1 per 30	1 per 60	50%	1 per 200	1/500*		"	(b), (m), (n), (p)
Hall, Museums, Libraries Etc.	A-3	1 per 50	1 per 100	50%	1 per 200	1/1000		"	(b), (i)1., (m), (n), (p)
Coliseums, Arenas	A-3	1 per 30	1 per 60	50%	1 per 150	1/1000		"	(b), (i)1., (m), (n), (p)
House of Worship	A-4	1 per 50	1 per 100	50%	1 per 200	1/1000		"	(b), (c), (m), (n), (p)
Stadiums Etc.	A-5	1 per 30	1 per 60	50%	1 per 150	1/1000		"	(i)1., (m), (n), (p)
Pool	A-5	1 per 40 bathers	1 per 40 bathers	33%	1 per 60 bathers	At least one source	1 for every 40 bathers	"	(i)1., (m), (n), (p). See 105 CMR for bather load.
Bathing (Public Beaches)		1 per 200	1 per 500	33%	1 per 1000		1 per 1000	1 Service Sink	(d), (m), (n), (p)
Day Care Facility (Child)	E-I-3	1 per 20	1 per 20		1 per 20			1 Service Sink	(e), (m), (n)
(Staff)	N/A	1 per 20	1 per 25	33%	1 per 40				(i), (m), (n), (p)
Detention Facility (Detainee)	I-3	1 per 6	1 per 8	33%	1 per 6		1 per 8		(f), (m), (p)
(Staff)	N/A	1 per 20	1 per 25	33%	1 per 40				(i), (m), (n), (p)
Dwellings (Single)	R	One Bathroom Group and One Kitchen Sink							(o), (q)
(Multiple)	R	One Bathroom Group and One Kitchen Sink per Unit							(o), (q)
(Hotel/Motel)	R	One Bathroom Group per Unit							(m), (q)
(Dormitories)	R-2	1 per 6	1 per 8	33%	1 per 8		1 per 8	1 Service Sink per Floor	(g), (m), (n), (p)
Educational (Kindergarten)	E	1 per 20	1 per 20		1 per 20	1 per 75			(h), (i), (m), (n), (p)
(Elementary)	E	1 per 30	1 per 60	1 per 60	1 per 60	1 per 75		1 Service Sink Per Floor	
(Secondary)	E	1 per 30	1 per 90	1 per 90	1 per 90	1 per 75			
(Post Secondary)	E	1 per 90	1 per 180	1 per 180	1 per 180	1 per 75			
Staff	E	1 per 20	1 per 25	33%	1 per 40				
Employee (Non-Industrial)*		1 per 20	1 per 25	33%	1 per 40		1 per 15*	1 Service Sink per Floor	(i), (m), (n), (p)

248 CMR: BOARD OF STATE EXAMINERS
OF PLUMBERS AND GAS FITTERS

10.10: continued

Building Clarification	Use Group	Toilets		Urinals Males	Lavatories Each Sex	Drinking Fountain	Bath/ Show.	Other Fixtures	Pertinent Regulations. 248 CMR 10.10(19)
		Females	Males						
Employee (Industrial Factory/ Warehouse and Similar Usage)	F	1 per 15	1 per 20	1 per 40	1 per 30		1 per 15		(j), (m), (n), (p)
Institution Hospital (Private/Semi)	I	1 per Room			1 per Room	1 Per each set of rest- rooms	1 per 15 (in ICU)	1 Service	(i), (m), (n)
		Nursing Homes: 1 toilet and 1 lavatory with direct access from each bedroom (shared by 8 beds max), can be unisex.					1 per 12 (inpatient facilities other than ICU)	Sink Per Floor	
							1 per 6 patients (Psychi- atric Hosp.)		
							1 per 8 (Rehab facility)		
Nursing Homes (Ward)		1 per 8	1 per 10	33%	1 per 10		1 per 15		(i), (m), (n), (p)
Malls (Covered)	M	1 per 750	1 per 1500	50%	1 per 2000	1 per 2000		1 Service	(i), (l), (m), (n), (p)
Medical/Health Care Building	B	1 per 45	1 per 55	50%	1 per 200	1 Per each set of rest- rooms	1 per each set of rest- rooms	Sink	(i), (k), (m), (n), (p)
Office Buildings	B	1 per 20	1 per 25	33%	1 per 50	1 per Floor		Per	(i), (m), (n), (p)
Retail (Mercantile)	M	1 per 20	1 per 20	33%	1 per 40			Floor	(i), (m), (n), (p)
Waiting Rooms (Airports, Railroad and Bus Stations)	A	1 per 35	1 per 75	50%	1 per 200	1 per 500			(b), (m), (n), (p)

(19) Funeral Establishment Preparation Rooms. Funeral establishment preparation rooms shall comply with the provisions of 239 CMR 3.07.

(a) The preparation room of a Funeral establishment shall be provided with a floor drain and flooring that is compliant with 239 CMR 3.07(3).

(b) The preparation room shall include a flushing rim sink and the preparation room shall be protected by proper backflow devices.

(c) An additional reduced pressure zone backflow preventer shall be installed on the water distribution system to the building at the outlet side of the meter or main control valve.

(d) Emergency Wash Stations shall be installed and be compliant with the provisions of 239 CMR.

Edwin May

From: Shultz, Robert (DEP) [robert.shultz@state.ma.us]

Sent: Wednesday, September 21, 2011 1:56 PM

To: Edwin May

Subject: RE: Asbestos remediation

OK -A total interior gut is just about the same thing. We refer to that as a "demolition/renovation operation":

DEMOLITION/RENOVATION, for the purpose of 310 CMR 7.15, means any operation which involves the wrecking, taking out, removal, stripping, or altering in any way (including repairing, restoring, drilling, cutting, sanding, sawing, scratching, scraping, or digging into) or construction of one or more facility components or facility component insulation. This term includes load and nonload- supporting structural members of a facility.

They need to test everything that is coming out before they contaminate the whole place. I left a message for the gentleman earlier today but have not heard back.

I will let you know what I find out from DLS when she gets back on Friday. I'll be in tomorrow morning but have to go to Northfield for the afternoon.

-Bob-

Bob Shultz

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From: Edwin May [mailto:EMay@Townofgb.org]

Sent: Wednesday, September 21, 2011 12:43 PM

To: Shultz, Robert (DEP)

Subject: RE: Asbestos remediation

We're not demolishing this structure, just a "TOTAL GUT REHAB". It should have been demolished rather than repaired.

From: Shultz, Robert (DEP) [mailto:robert.shultz@state.ma.us]

Sent: Wednesday, September 21, 2011 11:43 AM

To: Edwin May

Subject: RE: Asbestos remediation

Hi Ed:

9/22/2011

[F] **TROUBLE SIGNAL.** A signal initiated by the fire alarm system or device indicative of a fault in a monitored circuit or component.

[F] **VISIBLE ALARM NOTIFICATION APPLIANCE.** A notification appliance that alerts by the sense of sight.

[F] **WET-CHEMICAL EXTINGUISHING SYSTEM.** A solution of water and potassium-carbonate-based chemical, potassium-acetate-based chemical or a combination thereof, forming an extinguishing agent.

[F] **WIRELESS PROTECTION SYSTEM.** A system or a part of a system that can transmit and receive signals without the aid of wire.

[F] **ZONE.** A defined area within the protected premises. A zone can define an area from which a signal can be received, an area to which a signal can be sent or an area in which a form of control can be executed.

[F] **ZONE, NOTIFICATION.** An area within a building or facility covered by notification appliances which are activated simultaneously.

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

[F] **903.1 General.** *Automatic sprinkler systems* shall comply with this section.

[F] **903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the fire code official.

[F] **903.2 Where required.** Approved *automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 712, or both.

[F] **903.2.1 Group A.** An *automatic sprinkler system* shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3 and A-4 occupancies, the *automatic sprinkler system* shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors from the Group A occupancy to, and including, the nearest *level of exit discharge* serving the Group A occupancy. For Group A-5 occupancies, the *automatic sprinkler system* shall be provided in the spaces indicated in Section 903.2.1.5.

[F] **903.2.1.1 Group A-1.** An *automatic sprinkler system* shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m²);
2. The *fire area* has an *occupant load* of 300 or more;
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies; or
4. The *fire area* contains a multitheater complex.

[F] **903.2.1.2 Group A-2.** An *automatic sprinkler system* shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 5,000 square feet (464.5 m²);
2. The *fire area* has an *occupant load* of 100 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] **903.2.1.3 Group A-3.** An *automatic sprinkler system* shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m²);
2. The *fire area* has an *occupant load* of 300 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] **903.2.1.4 Group A-4.** An *automatic sprinkler system* shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The *fire area* exceeds 12,000 square feet (1115 m²);
2. The *fire area* has an *occupant load* of 300 or more; or
3. The *fire area* is located on a floor other than a *level of exit discharge* serving such occupancies.

[F] **903.2.1.5 Group A-5.** An *automatic sprinkler system* shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes and other accessory use areas in excess of 1,000 square feet (93 m²).

[F] **903.2.2 Group B ambulatory health care facilities.** An *automatic sprinkler system* shall be installed throughout all fire areas containing a Group B ambulatory health care facility occupancy when either of the following conditions exists at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the *level of exit discharge* serving such an occupancy.

[F] 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m²) in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

[F] 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 12,000 square feet (1115 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).

[F] 903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet (232 m²) in area which generate finely divided combustible waste or use finely divided combustible materials.

[F] 903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.3.

[F] 903.2.5.1 General. An automatic sprinkler system shall be installed in Group H occupancies.

[F] 903.2.5.2 Group H-5. An automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required by this code for the occupancy hazard classifications in accordance with Table 903.2.5.2. Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

[F] TABLE 903.2.5.2
GROUP H-5 SPRINKLER DESIGN CRITERIA

LOCATION	OCCUPANCY HAZARD CLASSIFICATION
Fabrication areas	Ordinary Hazard Group 2
Service corridors	Ordinary Hazard Group 2
Storage rooms without dispensing	Ordinary Hazard Group 2
Storage rooms with dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

[F] 903.2.5.3 Pyroxylin plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

[F] 903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

Exception: An automatic sprinkler system installed in accordance with Section 903.3.1.2 or 903.3.1.3 shall be allowed in Group I-1 facilities.

[F] 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 12,000 square feet (1115 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group M occupancy is used for the display and sale of upholstered furniture.

[F] 903.2.7.1 High-piled storage. An automatic sprinkler system shall be provided in accordance with the International Fire Code in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

[F] 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

[F] 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).

[F] 903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 10,000 square feet (929 m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 12,000 square feet (1115 m²).

9.00: continued

5. Noncombustible and limited combustible concealed spaces and plenums that contain electrical, data, communications and other cables that are of the types and in the configurations permitted in such spaces by 527 CMR 12.00: *2008 Massachusetts Electrical Code (Amendments)*.
6. Transformer Vaults where all the following conditions are satisfied:
 - a. The cable within the vault is flame retardant or limited combustible.
 - b. The dielectric fluid is a limited combustible fluid.
 - c. The vault is enclosed in three hour fire resistance rated construction.
 - d. The vault is at grade or no more than one level below grade. Access to the vault is directly from the exterior or via a dedicated two hour passageway.
 - e. The vault is protected with automatic smoke detection connected to the building fire alarm system which notifies the fire department upon activation.
 - f. The room is limited to the sole use of the transformer equipment and is limited in size to accommodate said equipment only. Storage is prohibited in the vault enclosure.
 - g. The vault is provided with spill containment.
 - h. An emergency fire plan has been developed with and approved by the fire department.
 - i. Continuous ventilation is provided for the vault enclosure in accordance with the ventilation requirements of NFPA 30.
 - j. The ventilation equipment is dedicated to serve the vault only.
 - k. Standby emergency power, in addition to the normal power source, is provided for the ventilation equipment.
 - l. The vault is no larger in area than 2400 sq. ft.
7. Transformer Vaults where an alternative suppression system is provided for the vault in accordance with Section 904 and Exception 6, conditions i., j., and k. are met.

903.2.1 through 903.2.10 Replace these subsections with the Table 903.2:

TABLE 903.2 OCCUPANCY AUTOMATIC SPRINKLER REQUIREMENTS

Building having occupancy	Provide automatic fire sprinkler system throughout building if one of the following conditions will exist (see Note a):		
	Building aggregate area	Building occupant load	Occupancy located
A-1	>0 sq. ft.	>0	Any level
A-2 [Nightclub]	>5,000 sq. ft.	≥50	Any floor other than level of exit discharge for A-2 Use
A-2 [other than Nightclub]	>5,000 sq. ft.	≥100	Any floor other than level of exit discharge for A-2 Use
A-3	>5,000 sq. ft.	≥300	Any floor other than level of exit discharge for A-3 Use
A-4	>7,500 sq. ft.	≥300	Any floor other than level of exit discharge for A-4 Use
A-5	See Note b		
B	>12,000 sq. ft.	---	---
B [Ambulatory Health Care]	See Note c		
E	>12,000 sq. ft.	---	---
E [below level of exit discharge]	See Note d		
F-1	>12,000 sq. ft.	---	More than 3 stories above grade plane
F-1 [Woodworking Operations]	See Note e		
H	>0 sq. ft.	>0	Any level
Pyroxylin Plastics	See Note f		
I*	>0 sq. ft.	>0	Any level
M [other than bulk merchandising and upholstered furniture display/sale]	>12,000 sq. ft.	---	More than 3 stories above grade plane

9.00: continued

TABLE 903.2 OCCUPANCY AUTOMATIC SPRINKLER REQUIREMENTS - continued

Building having occupancy	Provide automatic fire sprinkler system throughout building if one of the following conditions will exist (see Note a):		
	Building aggregate area	Building occupant load	Occupancy located
M [bulk merchandising]	>0 sq. ft.	>0	Any level
M [upholstered furniture display/sale]	>0 sq. ft.	>0	Any level
R ^c	>0 sq. ft.	>0	Any level
S-1	>12,000 sq. ft.	---	More than 3 stories above grade plane
S-1 [with commercial trucks/bus storage]	>5,000 sq. ft.	---	More than 3 stories above grade plane
S-1 [with repair garage, building more than 2 stories above grade]	>10,000 sq. ft.	---	In basement or more than 3 stories above grade plane
S-1 [with repair garage, building 1 story above grade]	>12,000 sq. ft.	---	In basement
S-1 [with commercial truck/bus repair garage]	>5,000 sq. ft.	---	In basement or more than 3 stories above grade plane
S-1 [with tire storage]	See Note g		
S-2	See Note h & Note i		

Note a - For Use Group R and I-1 Buildings with an aggregate building area of 12,000 sq. ft. or more, and Mixed Use Buildings, the sprinkler system shall be designed and installed throughout the structure in accordance with NFPA 13. For the purposes of section 903.2, the aggregate building area shall be the combined area of all stories of the building and fire walls shall not be considered to create separate buildings. Buildings of entire R-Use, other than R-1 Occupancies and R-2 Dormitories, having no more than three dwelling units and also less than 12,000 aggregate sq. ft. shall be permitted to have an automatic fire suppression system installed in accordance with section 903.3.1.3, provided that every automatic sprinkler system shall have at least one automatic water supply or a stored water supply source in accordance with NFPA-13D where the minimum quantity of stored water shall equal the water demand rate times 20 minutes. Townhouses are required to be protected by automatic sprinkler systems.

Note b - Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes and other accessory use areas in excess of 1,000 square feet (93 m²).

Note c - Group B ambulatory health care facilities. An automatic sprinkler system shall be installed throughout all fire areas containing a Group B ambulatory health care facility occupancy when either of the following conditions exists at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients who are incapable of self-preservation are located at other than the level of exit discharge serving such an occupancy.

Note d - Group E. An automatic sprinkler system shall be installed throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Note e - Group F [Woodworking Operations]. An automatic sprinkler system shall be installed throughout buildings where there is a woodworking operation in excess of 2,500 square feet (232 m²) in area that generates finely divided combustible waste or uses finely divided combustible materials.

Note f - Pyroxylin Plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

Note g - Bulk storage of tires. An automatic sprinkler system shall be provided throughout buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 m³).

Note h - Group S-2. An automatic sprinkler system shall be provided for Group S-2 occupancies as follows: 1. Throughout buildings classified as Group S-2 Enclosed Parking. 2. Throughout Group S-2 Enclosed Parking located beneath other groups.

Note i - Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings having storage of commercial trucks or buses where the aggregate floor area used for parking exceeds 5,000 square feet (464 m²).

780 CMR: STATE BOARD OF BUILDING REGULATIONS AND STANDARDS

34.00: continued

- 302.3 After the first sentence, add this sentence:
The cumulative effect of the load increase since original construction shall be considered.
- 303.2 Replace the text with 'See 780 CMR Appendix G.'
- 303.3 After the first sentence, add this sentence:
The cumulative effect of the load increase since original construction shall be considered.
- 303.4 Replace the first occurrence of the word "with" with the word "where".
- 303.6 Replace as follows:
303.6 Means of Egress Capacity Factors. For means of egress capacity refer to section 102.2.2.1
- 304.5 Replace the text with 'See 780 CMR Appendix G.'
- 305.1 Add a second sentence as follows:
Existing fire escapes shall comply with the testing and certification requirements of section 102.2.2.4.
- 307.6, 307.7, and 307.9 Delete these subsections.
- 310.1 Replace as follows:
310.1 Scope. Accessibility requirements shall be in accordance with 521 CMR.
- 310.2 to 310.9 Delete these sections.
- 405.1: Add to the end of the first sentence, this phrase:
"and where required by a change of occupancy classification in accordance with section 912.1.1"
- 503.2 Add subsection:
503.2 Major Alterations. Automatic sprinkler systems may be required in buildings undergoing major alterations per section 102.2.1.1
- 504.1 Replace as follows:
504.1 General. Repairs shall be done in a manner that maintains the level of protection provided for the means of egress, and in accordance with section 102.2.2.1.
- 505.1 Replace this subsection:
505.1 General. Accessibility requirement shall be in accordance with 521 CMR.
- 507 and 509 Delete these sections.
- 603.2 Add section:
603.2 Major Alterations. In addition to the requirement in section 603 automatic sprinkler systems may be required in buildings undergoing major alterations per section 102.2.1.1
- 604.1 Replace this section:
604.1 General. Alterations shall be done in a manner that maintains the level of protection provided for the means of egress, and in accordance with section 102.2.2.1.
- 605.1 through 605.1.14 Replace as follows:
605.1 General. Accessibility requirements shall be in accordance with 521 CMR. Elevator and platform lift installation requirements are per 524 CMR.
- 605.2 Delete.
- 606.2 Replace 'reproofing' with 'reroofing'

34.00: continued

34.

101.5.4.2 Add these exceptions to Item 1.

Exceptions:

1. *The International Building Code 2009* with Massachusetts Amendments using 50% of prescribed forces when directed here by sections 807.4.3
2. *The International Building Code 2009* with Massachusetts Amendments using
 - a. 50 % of prescribed forces when directed here by Section 1003.3.1 and when the vertical addition increases the building area less than or equal to 30%.
 - b. 75% of prescribed forces when directed here by section 1003.3.1 and when the vertical addition increases the building area more than 30% but less than 50%.

101.9 Add subsection:

101.9 Cumulative Effects of Alterations, Additions, or Changes of Occupancy on Structural Elements. As noted in several sections of this code, evaluation of structural elements and their connections shall consider the cumulative effects of alterations, additions, or changes of occupancy since original construction. Alterations, additions, or changes in occupancy that meet all of the following criteria, are exempt from consideration of cumulative effects on structural elements:

1. Structural work does not involve more than 2% of the total tributary area of horizontal framing members of any existing framed floor or roof.
2. Structural work does not alter shear walls above the foundation.
3. Structural work does not alter columns or diagonal braces.
4. Structural work does not create an opening in any framed floor or roof that has an area more than 2% of the framed floor or roof.
5. Structural work does not alter any floor or roof diaphragm and its connections such that in-plane shear resistance is reduced by more than 5%.
6. Structural work does not remove or reconfigure lateral load resisting frames, or foundations supporting them.

101.10 Add subsection:

101.10 Masonry Walls. For alterations to buildings with masonry walls, all masonry walls shall comply with the provisions of Appendix A1 as modified by Massachusetts Amendments, where any of the following conditions exist:

1. the work area exceeds 50% of the aggregate area of the building, or
2. an occupancy increase of more than 25% and to a total of 100 or more, or
3. a change of occupancy to a relative hazard category of 1 or 2 per Table 912.5, or educational occupancies K to 12, or
4. a Level 2 Alteration, as defined by section 404, to an Occupancy Category IV per ASCE 7.

102.2 Replace as follows:

102.2 Other Laws and Specialty Codes. The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law, or the regulations pursuant to specialty codes listed in section 101.4 of the *International Building Code 2009* with Massachusetts Amendments (780 CMR 101.4).

102.2.1 Add subsection:

102.2.1 Fire Protection Systems. Notwithstanding other provisions of this code, the requirements of this section are applicable in existing buildings. In case of conflict, between regulations of 780 CMR, the more restrictive requirement applies.

102.2.1.1 Add subsection:

102.2.1.1 Major Alterations. When existing buildings or portions thereof undergo additions or alterations, M.G.L. c. 148, § 26G may apply with respect to automatic sprinkler requirements. The requirements of this statute are enforced by the fire official. Applicability of these requirements can be found at the Department of Fire Services web site www.mass.gov/dfs.

521 CMR: ARCHITECTURAL ACCESS BOARD

521 CMR 3.00: JURISDICTION

3.1 SCOPE

All work performed on *public buildings or facilities* (see 521 CMR 5.00: DEFINITIONS), including *construction, reconstruction, alterations, remodeling, additions, and changes of use* shall conform to 521 CMR.

- 3.1.1 To determine the scope of compliance, refer to 521 CMR 3.2, *New Construction* and 521 CMR 3.3, *Existing Buildings*. In the absence of jurisdiction by 521 CMR, 780 CMR: the State Building Code may apply.

3.2 NEW CONSTRUCTION

All new construction of *public buildings/facilities* shall comply fully with 521 CMR.

3.3 EXISTING BUILDINGS

All *additions to, reconstruction, remodeling, and alterations or repairs* of existing *public buildings or facilities*, which require a building permit or which are so defined by a state or local inspector, shall be governed by all applicable subsections in 521 CMR 3.00: JURISDICTION.

For specific applicability of 521 CMR to existing multiple dwellings undergoing renovations, see 521 CMR 9.2.1.

- 3.3.1 If the work being performed amounts to less than 30% of the *full and fair cash value* of the *building* and

- a. if the work costs less than \$100,000, then only the work being performed is required to comply with 521 CMR

or

- b. if the work costs \$100,000 or more, then the work being performed is required to comply with 521 CMR. In addition, an *accessible public entrance* and an *accessible toilet room, telephone, drinking fountain* (if toilets, telephones and drinking fountains are provided) shall also be provided in compliance with 521 CMR.

Exception: General maintenance and on-going upkeep of existing, underground transit facilities will not trigger the requirement for an *accessible entrance* and toilet unless the cost of the work exceeds \$500,000 or unless work is being performed on the *entrance* or toilet.

Exception: Whether performed alone or in combination with each other, the following types of *alterations* are not subject to 521 CMR 3.3.1, unless the cost of the work exceeds \$500,000 or unless work is being performed on the *entrance* or toilet. (When performing exempted work, a memo stating the exempted work and its costs must be filed with the permit application or a separate building permit must be obtained.)

- a. *Curb Cuts*: The construction of *curb cuts* shall comply with 521 CMR 21.00: CURB CUTS.
- b. *Alteration* work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the *alteration* of any *elements* or *spaces* required to be *accessible* under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR.
- c. Roof repair or replacement, window repair or replacement, repointing and masonry repair work.
- d. Work relating to septic system repairs, (including Title V, 310 CMR 15.00, improvements) site utilities and landscaping.

- 3.3.2 If the work performed, including the exempted work, amounts to 30% or more of the *full and fair cash value* (see 521 CMR 5.38) of the *building* the entire *building* is required to comply with 521 CMR.

521 CMR: ARCHITECTURAL ACCESS BOARD

3.00: continued

a. Where the cost of constructing an *addition* to a building amounts to 30% or more of the *full and fair cash value* of the existing *building*, both the *addition* and the existing *building* must be fully *accessible*.

3.3.3 Alterations by a tenant do not trigger the requirements of 521 CMR 3.3.1b and 3.3.2 for other tenants. However, *alterations, reconstruction, remodeling, repairs, construction, and changes in use* falling within 521 CMR 3.3.1b and 3.3.2, will trigger compliance with 521 CMR in areas of *public use*, for the owner of the *building*.

3.3.4 No *alteration* shall be undertaken which decreases or has the effect of decreasing accessibility or usability of a *building* or *facility* below the requirements for new *construction*.

3.3.5 If *alterations* of single *elements*, when considered together, amount to an alteration of a room or *space* in a *building* or *facility*, that *space* shall be made *accessible*.

3.3.6 No *alteration* of an existing *element*, *space*, or area of a *building* or *facility* shall impose a requirement for greater accessibility than that which would be required for new *construction*.

3.4 CHANGE IN USE

When the use of a *building* changes from a private use to one that is open to and used by the public, an *accessible entrance* must be provided, even if no work is being performed. When a portion of a *building* changes use from a private use to one that is open to and used by the public, then an *accessible route* must be provided from an *accessible entrance* even if no work is being performed.

3.4.1 RESERVED FOR FUTURE ACTION: Changes in use, from private to public, in private residential homes where no work is being performed.

3.5 WORK PERFORMED OVER TIME

When the work performed on a *building* is divided into separate phases or projects or is under separate *building* permits, the total cost of such work in any 36 month period shall be added together in applying 521 CMR 3.3, Existing Buildings.

3.6 MULTIPLE USES

When a *building* is occupied by two or more uses, the Regulations which apply to each use shall apply to such parts of the *building* within that use.

3.6.1 521 CMR 3.3, Existing Buildings shall apply based upon each *use* and not on the entire *building*.

Example: If a three story *building* valued at \$300,000 has one floor of retail *use* and two floors of residential *use*, the *full and fair cash value* of the retail portion shall be 1/3 of the total value which would be \$100,000.

3.7 PARTIAL APPLICATION

When only a portion of a *building* is subject to 521 CMR, the *full and fair cash value* shall be prorated by the ratio of the square footage of that portion to the square footage of the whole *building*.

Example: Where the whole *building* is 100,000 square feet, the *full and fair cash value* is \$1,000,000, and the part subject to 521 CMR is 10,000 square feet (one-tenth of the total), then the *full and fair cash value* of the part subject to 521 CMR would be one-tenth of \$1,000,000 or \$100,000.

3.7.1 If the *Board* determines that such proration would cause an inequitable result, the *Board* may otherwise calculate the *full and fair cash value* of the portion of the *building*.

3.8 OUTDOOR FACILITIES

For facilities where the *primary function areas* are outdoors, including but not limited to beaches, parks, picnic areas, playgrounds, and campsites, the *full and fair cash value* shall include the value of the land as well as any *buildings* or *facilities* on the land.

3.00: continued

3.9 HISTORIC BUILDINGS

An historic *building* or *facility* that is listed or is eligible for listing in the National or State Register of Historic Places or is designated as historic under appropriate state or local laws may be granted a *variance* by the *Board* to allow alternate accessibility. If a variance is requested on the basis of historical significance, then consultation with the Massachusetts Historical Commission is required in order to determine whether a building or facility is eligible for listing or listed in the National or State Register of Historic Places. The Massachusetts Historical Commission may request a copy of the proposed variance request and supporting documentation to substantiate the variance request and its effect on historic resources. A written statement from the Massachusetts Historical Commission is required with the application for variance.

3.10 TEMPORARY STRUCTURES

Temporary *buildings* or *facilities*, including but not limited to reviewing stands, temporary classrooms, bleacher areas, exhibit areas, temporary banking facilities, temporary health screening services, or temporary pedestrian passageways around a *construction site*, shall comply with 521 CMR. Structures, *sites* and equipment directly associated with the actual processes of *construction*, such as scaffolding, bridging, materials hoists, or *construction* trailers, need not apply.

3.11 SECURITY STRUCTURES

Accessibility is not required to observation galleries used primarily for security purposes.

3.12 NON-OCCUPIABLE SPACES

Spaces accessed only by ladders, catwalks, crawl spaces, or freight (non-passenger) elevators, and frequented only by service personnel for repair purposes, are exempt. Such spaces may include, but are not limited to, elevator pits, elevator penthouses, piping or equipment catwalks.

Edwin A. May
Inspector of Buildings

Telephone: (413) 528-3206
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TOWN OF GREAT BARRINGTON
MASSACHUSETTS

REPORT OF BUILDING INSPECTION

INSPECTION TYPE: 304 _____ 106 _____ COMPLAINT _____ PAYMENT DUE: \$ _____
 TO: OWNER / OCCUPANT: _____
 INSPECTION ADDRESS: _____
 RESPONSIBLE PARTY: _____ TELEPHONE: _____
 DATE: _____ INSPECTOR: _____
 BUILDING CONST. TYPE _____ USE-GROUP _____ OCCUPANT LOAD _____

SAFETY COMPONENT	780 CMR	COMMENTS
<input type="checkbox"/> NUMBER OF EXITS PER FLOOR	1018/1021	OK
<input type="checkbox"/> ENCLOSED EXIT STAIRS/ WIDTH	1009	fail
<input type="checkbox"/> EGRESS LIGHTING/ EXIT DISCHARGE	1006.1/1006.3	fail
<input type="checkbox"/> EXIT SIGNS (ILLUM) EMERG. BACK-UP	1011.2	fail
<input type="checkbox"/> BOILER / FURNACE ENCLOSURE	T-302.1.1	fail
<input type="checkbox"/> PENETRATIONS-STAIR/FLOOR/WALL/CEILING	712	fail fail
<input type="checkbox"/> UNOBSTRUCTED EGRESS	1003.6	
<input type="checkbox"/> EMERGENCY ESCAPE WINDOW (SLEEP ROOM)	1025	NA OK
<input type="checkbox"/> FIRE EXTINGUISHERS MAINTAINED	906.1	fail
<input type="checkbox"/> SUPPRESSION SYSTEM MAINTAINED	903	NA
<input type="checkbox"/> KITCHEN HOOD SUPPRESSION MAINTAINED	904.2.1/904.11	fail NA
<input type="checkbox"/> SMOKE / HEAT / CARBON MONOXIDE	907	fail
<input type="checkbox"/> MANUALL PULLS PRESENT /MAINTAINED	907.3	fail fail
<input type="checkbox"/> EGRESS WIDTH DOOR/RAMP/CORRIDOR	1008.1/1010.5.1/1016.2	
<input type="checkbox"/> HAND + GUARDRAILS PRESENT/MAINTAINED	1009	fail?
<input type="checkbox"/> LOCKS AND LATCHING SYSTEM(S)	1008	fail
<input type="checkbox"/> FIRE/SMOKE DAMPERS PRESENT/MAINTAINED	716.2/716.5	NA
<input type="checkbox"/> USE GROUP A & E PANIC HARDWARE	1008.1.9	?
<input type="checkbox"/> ASSEMBLY AISLES / WIDTH	1024.9	?
<input type="checkbox"/> EXTERIOR STAIRCASES INSPECTED BY P.E.	1001.3.3	NA
<input type="checkbox"/> CERTIFICATE OF INSPECTION POSTED	106.5	NA
<input type="checkbox"/> AAB ISSUES SIGNAGE ETC.	1101.1	fail

50%

22
11

OTHER _____

ORDER: IN COMPLIANCE WITH 7th Edition 780 CODE OF MASSACHUSETTS REGULATIONS (CMR) YOU ARE HEREBY ORDERED TO ABATE OR CORRECT THE CONDITIONNS ENUMERATED ABOVE
 BY: _____

SO ORDERED BY INSPECTOR, _____ TITLE: _____

OK TO CERTIFY: THIS PREMESIS HAS BEEN FOUND TO BE IN COMPLIANCE WITH 7th Edition 780 CMR, SECTION 106, PROPERTY MAINTENANCE AND IS HEREBY CERTIFIED BY:

INSPECTOR: _____ TITLE: _____

REMIT PAYMENT TO: TOWN OF GREAT BARRINGTON
 334 MAIN STREET
 GREAT BARRINGTON, MA 01230