

Mark Pruhenski  
Town Manager

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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting via Zoom  
Order of Agenda for Monday, July 26, 2021, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87829705828?pwd=alVpZXB6bVFhVWZIRzFhdXhYVfFdz09>

Webinar ID: 878 2970 5828

Passcode: 447788

Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's June 16, 2021 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at [www.townofgb.org](http://www.townofgb.org). For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

\*\*\*\*\*ALL VOTES ARE ROLL CALL\*\*\*\*\*

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
3. TOWN MANAGER'S REPORT
  - a. Housatonic Water Works – second presentation scheduled for August 9<sup>th</sup>
  - b. Zoning Enforcement Updates
  - c. State Road/Main Street Bridge (update)
  - d. Housatonic Neighborhood Meeting
  - e. Housatonic School
  - f. Trust Policy Committee update
  - g. Library reopening update
4. LICENSES AND PERMITS
  - a. George Laye/The Guthrie Center for One Day Beer and Wine License for The Guthrie Family Show at 2 Van Deusenville Road, Great Barrington on Saturday, August 7, 2021 from 8:00 PM to 10 PM.
  - b. Jake Samascott/Nine Pin Ciderworks LLC for a Farmer Winery to sell at Great Barrington Farmer's Market at 18 Church Street, Great Barrington from July 31, 2021 through October 30, 2021 from 9:00 AM to 1:00 PM.

- c. Abigail Rollins/Berkshire Opera Festival for One Day Beer and Wine License for the Falstaff Cast Party at 352 Main Street, Great Barrington on Saturday, August 21, 2021 from 4:00 PM to 6:00 PM.

5. NEW BUSINESS

- a. Berkshire Health Group – Appointment
- b. Proclamation to Celebrate National Disability Independence Day
- c. Request to subordinate a Real Property lien from CDBG FY14 Housing Rehabilitation program.

6. CITIZEN SPEAK TIME

- i. *Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.*

7. SELECTBOARD'S TIME

8. MEDIA TIME

9. Executive Session, under MGL c.30A, §21(a)(6) to consider the value of real property, specifically to discuss the terms of a Tax Increment Finance agreement for the redevelopment of 79 Bridge Street, if the chair declares that an open meeting may have a detrimental effect on the Town's negotiating position. A vote regarding whether to go into executive session is expected; and votes may occur during the executive session.

Chair's Declaration: *I declare, under M.G.L. c.30A, §21(a)(6), that the purpose of this Executive Session will be to discuss the terms of a Tax Increment Finance agreement for the redevelopment of 79 Bridge Street because discussions of the forgoing in open session may have a detrimental effect on the negotiating position of the Town, and that the Board will not reconvene in Open Session at the conclusion of the Executive Session.*

Motion Convening the Executive Session: *I move that the Selectboard go into executive session under M.G.L. c.30A, §21(a)(6) for the purposes and reasons declared by the Chair and with the Board to not Return To Open Session at the conclusion of the Executive Session.*

*Roll call vote.*

10. ADJOURNMENT

NEXT SELECTBOARD MEETING

Special Meeting August 3, 2021

Regular Selectboard Meeting August 9, 2021

Regular Selectboard Meeting August 23, 2021

Regular Selectboard Meeting September 15, 2021



Mark Pruhenski, Town Manager

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

Fee: \$25.00 (per day)



### APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY: Pd. ck. 3654

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: George LapeOrganization Name: The Guthrie CenterApplicant's Address: 2 Van Deusenville Rd GB, MA 01230Telephone Number: 413 528-1955Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC  
(Circle one)Event: The Guthrie Family ShowDate: Aug, 7, 2021 Start Time: 8 pm End Time: 10 pmEvent Address: 2 Van Deusenville Rd GB MA 01230Is the Event on Town property? YES NO

#### PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.  
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

[Signature]  
Signature of Applicant

7/13/21  
Date

FOR TOWN USE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on June 8, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

**Annie Guthrie**

Certification to be sent to:

**The Guthrie Center  
2 Van Deusenville Rd  
Great Barrington MA, 01230-1172 USA**



HEALTH COMMUNICATIONS, INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cross Insurance-Pittsfield 101 South Street  Pittsfield MA 01201		<b>CONTACT NAME:</b> Barbara Metivier <b>PHONE (A/C, No, Ext):</b> (413) 445-5648 <b>E-MAIL ADDRESS:</b> barbara.metivier@crossagency.com <b>FAX (A/C, No):</b> (413) 445-8874	
<b>INSURED</b> The Guthrie Center Corp 2 Van Deusenville Rd  Great Barrington MA 01230		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hospitality Mutual Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL2161060163**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SE2005083	07/16/2021	09/05/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 1,000,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Town of Gt. Barrington  
334 Main St.

Gt. Barrington,

MA 01230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

46

**APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)**

YEAR 20

21

**1. Licensee Information:**

Name of Applicant: NINE PIN CIDERWORKS LLC ABCC License Number: NY 2194986  
(If Existing Licensee)  
Mailing Address: 22 PARK ROW Business Name (d/b/a if different):   
Manager of Record: SONYA DEL PERAL City/Town: CHATHAM State: NY Zip: 12037  
Phone Number of Premises: 518-392-4267  
Other Phone: 518-449-9999 Email: SONYA@NINEPINCIDER.COM Website: WWW.NINEPINCIDER.COM

Contact Person concerning this application (attorney if applicable):

Name: SONYA DEL PERAL City/Town: CHATHAM State: NY Zip: 12037  
Address: 22 PARK ROW Email: SONYA@NINEPINCIDER.COM  
Contact Number: 518-392-4267 Fax Number:

**2. Event Information:**

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

*Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.*

Date(s) of Event: Saturdays through October

**B. Contact person for applicant during event:**

Name: Jake Samascott

Phone number of contact: 518 330 5649

**C. Description of the premises within the Farmer's Market:**

Address of Premises for the Sale of Wine:

18 Church St

City/Town:

Great Barrington

State

MA

Zip

01230

Phone Number of Premises:

201 314 3811

Describe Area to be Licensed:

10'x 20' market stall

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)**

**3. Existing License(s) to Manufacture, Export and Sell at Retail:**

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
NINE PIN CIDERWORKS LLC	U.S. BASIC PERMIT WINE PREMISES	929 BROADWAY ALBANY NY 12207
NINE PIN CIDERWORKS LLC	NEW YORK FARM CIDERY	929 BROADWAY ALBANY NY 12207

**4. Are you providing, without charge, samples of wine to prospective customers?**

Yes ☐ No ☒

*Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."*

**A. If yes, please provide names and addresses of all agents, representatives and solicitors:**

Name	Address	ABCC License Number

**B. Proof of Age for Sale to Consumers:**

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers :

PICTURE ID CHECK

**5. Transportation and Delivery:**

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

\*If additional space is needed, please use last page.

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)**

**6. Safety and Tax Registration:**

Has the Farmer's Market registered with the Food and Drug Administration? Yes ☒ No ☐ Registration Date: **OCTOBER 28, 2015**

**7. Disclosure of License Disciplinary Action:**

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled?

Yes ☐ No ☒

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

**Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.**

Note: The LLA may require additional information.

Signature

*Greg Delina*

Title

MANAGER

Date

7/11/21



DEPARTMENT OF THE TREASURY - ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

**BASIC PERMIT**

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER  
NY-W-21031

2. DATE OF PERMIT

08/30/2013

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)  
NINE PIN CIDERWORKS LLC3. REGISTRY NUMBER (if applicable)  
BWN-NY-21028

4. DATE OF APPLICATION 05/22/2013

929 BROADWAY  
ALBANY, NY 12207-0000

6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

\*Used for Contract Bottling or Packaging/Branding Purposes

## 7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a. ☐ Distilled Spirits - ☐ distiller ☐ rectifier (processor) ☐ warehouseman and/or ☐ warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified.
- b. ☒ Wine - ☒ producer and blender ☐ blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended.
- c. ☐ Importer - importing into the United States the following alcoholic beverages:  
while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported.
- d. ☐ Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages:  
while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY.

THIS IS AN

☒ ORIGINAL PERMIT☐ AMENDED PERMIT

REASON FOR AMENDMENT

DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

TTB F 5170.2 (1/2005)



FARM CIDERY LICENSE  
SERIAL #: 2194986  
COUNTY: ALBANY

EFFECTIVE DATE: 12/03/2019  
EXPIRATION DATE: 1/31/2023  
CERTIFICATE #: 922737

# NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

## METHOD OF OPERATION

FARM CIDERY

sidewalk cafe

NINE PIN CIDERWORKS LLC

929 BROADWAY  
ALBANY

NY 12207

FILING FEE \$100.00  
LICENSE FEE \$225.00

Vincent G. Bradley  
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

NYA FORM 156-003 (10/09)

Certificate No. G0922737

FOLD AND TEAR HERE

FOLD AND TEAR HERE

# THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE

OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 [www.mass.gov/agr](http://www.mass.gov/agr)



### Application for Certification of an Agricultural Event for the Sale of Wine Pursuant to M.G.L. c. 138, Section 15F

\*To be completed by the licensed farm-winery and returned to:

By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114 By

Email: [Katelyn.Rozenas@mass.gov](mailto:Katelyn.Rozenas@mass.gov) with the subject line "Agricultural Event Certification"

(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

Signed and dated application with farm-winery license number

List of vendors with brief descriptions of products for current year/season

✓

✓

Event operational guidelines or rules for current year/season

✓

Resume of event manager or description of experience

Plan depicting the premises and specific location where the license will be exercised. See Template 1. ✓

Approval letter from event management including the name of the licensed farm-winery and the ✓

day(s), month and year of event. See Template 2.

<b>1. Applicant Information</b>					
Name of Licensed Farm-Winery		Nine Pin Ciderworks LLC			
Farm-Winery License Number		2194986	State of Issue	New York	
Contact Person	Sonya del Peral				
Address	22 Park Row				
City	Chatham	State	NY	New York	Zip 12037
Phone Number	518-392-4267	Email	Sonya@ninepincider.com		
Correspondence preference Regular Mail Email Note: Approval/denial letters will be sent regular mail. email					
Do you intend to sell, sample, or both? Check all that apply.					
Sell Sample		Sell and Sample			

<b>2. Event Information</b>					
Name of Agricultural Event		Great Barrington Farmers Market			
Type of Event	Agricultural Fair (as defined by MDAR policy)	Farmers Market (as <input checked="" type="checkbox"/> defined by MDAR policy)		Other Agricultural Event	
If you selected "Other Agricultural Event", how does this event promote local agriculture?					
Event Address		18 Church Street (Mailing: PO Box 488)			
City	Great Barrington	State	MA	Zip	01230
Event Phone Number		201.314.3811		Event Website	www.greatbarringtonfarmersmarket.org

<b>3. Event Description</b>			
What are the date(s) and time(s) of the event?			
05 08 2021 11 13 2021 9am to 1pm			
Start date // End date // Time			
<small>Month Day Year Month Day Year</small>			
Yes, Saturdays			
If this is a weekly event, on what day of the week does the event occur?			
If the event is an agricultural fair, does the event include competitive agriculture?	Yes	No	N/A <input checked="" type="checkbox"/>
Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?	Yes <input checked="" type="checkbox"/>		No
	If yes, identify: Great Barrington Farmers Market		

<b>4. Event Management</b>			
Name of Event Manager		Elizabeth (Betsy) Brennan	
Email Address	gbfmmanager@gmail.com	Phone Number	201.314.3811
Is this person the on-site manager?	Yes <input checked="" type="checkbox"/>		No

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s): *Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.*

Elizabeth Brennan, manager for GBFM as of 2021. Previously managed Summer Camp at Hawthorne Valley Farm in Ghent, NY, and served as Operations Manager for the Placed Based Learning Center. Elizabeth also works part time for the raw milk operation at Hawthorne Valley Farm as well as helps oversee the swine breeding operation. She is certified in CPR and Wilderness First Aid.

Attach or provide in the space below a plan depicting the premises and the specific location where the license will be exercised. See template for necessary elements to include.  
See attached market map.

Nine Pin Ciderworks LLC by Sonyadel Boral Farm-Winery License Number 2194986  
\_\_\_\_ Signature of Applicant \_\_\_\_\_ Date  
Nine Pin Ciderworks by Sonyadel Boral Manager Title (please  
\_\_\_\_ Name (please print) \_\_\_\_\_ print)  
2194986 New York State

**FOR DEPARTMENT USE ONLY**

**APPROVAL**

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.

John Rebeaf 6/16/2021 Date  
\_\_\_\_ Signature \_\_\_\_\_

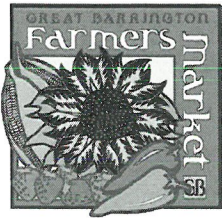
**DENIAL**

The event listed above is not approved as an agricultural event by the Massachusetts Department of Agricultural Resources for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature





Great Barrington Farmers Market

PO Box 488

Great Barrington MA

01230

[www.greatbarringtonfarmersmarket.org](http://www.greatbarringtonfarmersmarket.org)

Samascott Orchards:

We are delighted to welcome you back as a vendor for the 2021 season! This 31st season runs Saturday's May 8th through November 13th, 9am to 1pm at 18 Church Street in Great Barrington MA. Please see the details below regarding your market schedule, upcoming meetings, events, and policies. Thank you so much for being part of the Market community!

**Your Market Schedule: Full Season 10x20**

**Product Notes:** To avoid market saturation, and ensure vendors are thriving, the steering committee places some restrictions on what you may bring. We have approved the following items: **All requested items except- sweet potatoes, onions, tomatoes.**

Please reach out to me with any questions. We are so glad to have you in our community.

Best,

Betsy Brennan

Market Manager

[gbfmmanager@gmail.com](mailto:gbfmmanager@gmail.com)

IMPORTANT! PLEASE RETAIN THESE RULES FOR FUTURE REFERENCE!

**GREAT BARRINGTON FARMERS'  
MARKET RULES AND REGULATIONS 2021  
SEASON  
PREFACE**

We, The Great Barrington Farmers' Market, are a group of local farmers, food producers, and crafts people who have joined together to offer a weekly outdoor market to the people of the Great Barrington area.

Now entering our 31st year, the GBFM has always operated to promote locally grown and locally produced products. It is the belief of the GBFM that increased consumption of locally produced goods strengthens local farms and small businesses, improves the local economy, helps to develop community, and brings quality products and enjoyment to local consumers.

*As a grower/producer market we take our commitment seriously that we as individuals and as a market are an integral part of a healthy local food system and that we offer for sale at the market only items which we have personally grown or produced.*

The only exception is for those local items, deemed necessary by the steering committee, for which we have been unable to procure the actual grower/producer and for which we feel the market as a whole would be greatly enhanced. For further details see Section I Definitions, L, below.

All members of the GBFM are expected to take an active part in the market community. To that end, they are expected to volunteer their time and energy to aid in the successful operation of the market and to attend monthly on-site market meetings when invited.

**Section I: Definitions**

Please notice that the Great Barrington Farmers' Market (GBFM) is a 100% participating vendor' grown and/or produced market.

The following definitions contain requirements and are approved by the Great Barrington Farmers' Market (GBFM).

- A. CONTROLLED LAND – real property that is either: owned, rented, or leased by the farm.
- B. CUSTOM WORK – that labor which is not performed by the vendor or his/her regular help, but by another individual or organization which owns the equipment necessary to perform a specific task.
- C. FARM – a business that is engaged in the production of goods, including crops and or other agricultural products and /or processed foods for the purpose of selling those goods at farmers' markets, and is operated by owners, managers, and/or employees who produce agricultural products only on controlled land of the farm, and for the purpose of selling those products at farmers' markets.
- D. FARMER – any individual, or group, operating a farm and assuming financial risk for the production of crops and other agricultural products.
- E. 100% FARMER GROWN AND PRODUCED – All products offered for sale by the participating farmer must be grown and produced by that farmer and not by any other source.
- F. GROWN AND PRODUCED defined for each specific commodity as follows:
  - a. EGGS must be produced by birds owned and cared for by the farm.
  - b. FLOWERS, dried or fresh cut, must be planted, cultivated and harvested by the farmer on the

farm.

- c. HERBS are defined as annuals, perennials or vegetables and defined therein.
  - d. HONEY must be extracted from hives that the farm owns or leases.
  - e. MEAT All livestock must be raised on your farm from weaning or born/hatched on your farm.
  - f. OTHER ITEMS – many other items may be offered at the GBFM, provided that the farm produces and/or processes those items. Please request further definitions for unique items.
  - g. PLANTS –ANNUALS must be started by the farm from seeds, plugs, cellpacks, corms, pre-finished stocks, cuttings, or bulbs and cared for by the farm, on the farm, for a minimum of thirty days.
  - h. PLANTS/PERENNIALS must be owned and cared for by the farm, on the farm, for a minimum of sixty days.
  - i. SMALL FRUIT must be planted, cultivated, and harvested by the farm on the farm.
  - j. TREE FRUIT all tree fruit must be planted, pruned, sprayed, and harvested by the farm on the farm.
  - k. VEGETABLES must be planted, cultivated, and harvested by the farm on the farm.
  - l. BAKED GOODS /PREPARED FOOD - Vendors must prepare goods from scratch. All major ingredients (such as fruit in fruit pies, meat in meat pies and eggs in quiche, etc.) must be regional and the source highlighted for customers to read. When a major ingredient is not regionally available (such as the chocolate in chocolate chip cookies), producers are still encouraged to source out whatever they can (such as eggs).
- G. LEASED – Any real property, trees, plants, buildings, structures, greenhouses, etc. which are not owned by the farm/business, but which provide a benefit to that farm/business will be considered leased property regardless of the method of compensation. This includes, but is not limited to, bartering, a lease agreement, and other formal and informal arrangements. All products grown and produced under a leased arrangement must comply with the “Grown and Produced” section of the definitions above. In the case of leased tree fruit properties and any other perennial crops, the farm must maintain separate labor hour records for that labor which is performed on the leased property. All lease arrangements and labor records are subject to review upon inspection by the GBFM.
- H. LOCAL/REGIONAL – Within a fifty mile radius of the GBFM, with possible exceptions made by the Steering Committee.
- I. PARTICIPATING FARMER –The farmer, manager, or employee of the farm who physically attends the market and sells the goods.
- J. SIGNAGE – Each vendor must display a sign indicating the name and location of his/her farm /establishment. In addition, processed food must also show the source of local ingredients and the location of processing, if different from farm/establishment. Signs must be legible and in plain view.
- K. PREPARED FOOD VENDOR – any local non-farmer who produces sweet or savory processed foods and baked goods on property owned, leased, or rented by that non-farmer and who is approved to sell those items at the GBFM.
- L. RESALE VENDOR – a Resale Vendor (Maximum 2) must:
- a. Sell a product/products that the steering committee has agreed is/are missing from the market and would benefit the market as a whole.
  - b. Be able to procure and sell 100% locally grown/produced products.
  - c. Be reviewed each year for acceptance to the market and in the event of a grower/producer wanting to join the market, that vendor would take precedence over the reseller for the upcoming/following season.
- M. VENDOR – a farmer or supplemental vendor approved to sell products at the GBFM. Any reference to

“Vendor” in the following sections of this document shall be deemed to include “all types of vendors.”

## **Section II: General Market Regulations**

**A. Members:** All potential participating vendors must submit an application annually to GBFM in order to be considered for participation. Criteria for acceptance of applications may include: \*\* Adherence to application and payment deadlines \*\*Participation in previous year(s) \*\*Willing volunteerism in the market in previous year(s) \*\*Attendance record of previous year(s) \*\*Volume of space available at the market site \*\*Variety of products made available \*\*Number and severity of warnings on record from the previous year \*\*GBFM need for the product(s) offered.

**B. Management:**

- a. The GBFM shall hold an annual meeting every fall. Notice shall be made at least one week in advance and may be made in person or by telephone, fax, U.S. mail, or e-mail. This meeting shall be open to all full-season and half-season and daily members of the market during the previous season. All members are expected to participate in the meeting; however, only paid-in-full members in good standing, either full or half season vendors shall have voting rights. Each farm shall have one vote. The meeting shall assess the previous season, anticipate the following season's needs and elect the steering committee. Vote shall be by secret ballot. In case of a tie a runoff election shall be held.
- b. Ideally, or when required, the market shall hold a brief meeting once a month at the end of market for discussion.
- c. The Steering Committee shall be comprised of five individuals who are members of the market during the season in which they are elected and are expected to be members of the market through their elected term. The Steering Committee is responsible for the management and leadership of the GBFM. All terms shall be for two years. In order to ensure continuity and overlap, three members shall be elected in even-numbered years and two members in odd-numbered years. There shall be no limit to the number of terms an individual may serve. Steering committee members shall be individuals, not farm members. All members of the Steering Committee will be working members and each shall take responsibility for market management, both as individuals and as a group. The first meeting of the year shall be held by the end of Nov. each year, at which time the group shall determine the division of responsibilities. Steering Committee members are expected to attend all steering committee meetings; absences should be minimal.
- d. The Steering Committee's responsibilities shall include but are not limited to the following:  
\*developing a budget for each years market \*hiring and supervising a market manager, annually  
\*hiring and supervising a bookkeeper \*distributing and receiving applications for prospective vendors, both new and old \*accepting and rejecting applicants for market and maintaining a waiting list of applicants \*assigning spaces at market \*developing and carrying out a publicity campaign \*developing and carrying out a community relations program \*taking, keeping and distributing typewritten notes from all meetings \*supervising and supporting the Market Manager during operation of all Saturday markets \*facilitating meetings and making agendas for market steering committee meetings \*describing and assigning volunteer work expected to be done by the general market membership \*one member of the Steering Committee shall serve as primary liaison to the market manager \*one member of the steering committee shall serve as primary liaison to the market bookkeeper
- e. Notice of Steering Committee meetings may be made in person or by telephone, fax, or e-mail, with a weeks notice. Every effort shall be made to set future meeting dates at each meeting of the Steering Committee. Emergency meetings may be called with one day's notice; however vacancies may not be filled, nor members removed from the Committee at emergency meetings

- f. Any member of the Steering Committee may resign at any time. If requested to do so by a majority of the remaining members, any member who resigns may continue to serve on the Steering Committee after resigning until the Steering Committee is able to replace that person.
- g. Any member of the Steering Committee may be removed with cause by the unanimous vote of the other four members. Although it is hopeful that any such removal would never occur, cause could include: repeat failure to attend meetings; failure to act in a timely manner on their assigned responsibilities for market: breach of confidentiality; conflict of interest; or the inability to work with others in an amicable fashion.
- h. Should there be a vacancy on the Steering Committee during the market season, a market meeting shall be called to elect an individual to fill the term of the vacancy. If the vacancy occurs while the market is not in session, the remaining members shall appoint an individual who is a member of the market to fill the empty position until the market opens. A meeting to elect someone to fill the vacancy shall be held when market opens, or at a pre-season all market meeting; the Steering Committee shall make a nomination; other nominations may be made by paid-in-full full season or half season vendors.
- i. While the Steering Committee is responsible in a general way for the financial health of the GBFM it shall not be held responsible for the fiscal state of the market either as a group or as an individual. No individual member nor the entire group shall be liable in any lawsuit, accident, etc. that may occur around the GBFM. All members of the Steering Committee shall be listed on the market's liability insurance policy, along with the market manager and the owner of the property the market is located on.
- j. Prospective vendors' applications shall be reviewed and voted on by the Steering Committee. A majority vote is required to bring a new vendor into the market. The Steering Committee may take exceptions to the rules governing vendors on a case by case basis. These exceptions to the rules governing vendors may only be made in order to fill the overall needs of the market, for example, to provide a product which is otherwise unavailable and for which customers have reasonably and frequently requested. These exceptions shall not be made lightly and shall require a vote of 4 out of 5 members when there is a full Steering Committee; otherwise it shall require a unanimous decision. The Steering Committee shall consider the alternative of having the market purchase such product and the market manager to sell it, with proceeds going to the market, however this is not required.
- k. The Steering Committee shall attempt to reach all decisions by consensus; however a vote may be called for by any member of the Steering Committee at any time during discussion. If a vote is called, a majority of members present must agree to take a vote.
- l. The position of Market Manager is elected by the Steering Committee on or before the 15<sup>th</sup> of January, annually. The current Market Manager is the official manager at the market, having authority to enforce the GBFM rules and acting as a representative of the GBFM. If a problem or dispute arises, the Market Manager, with the aid of the Steering Committee, will settle disputes. In the interest of promptness, the decision made, whether by the market manager alone or, if possible, with any steering committee's assistance, shall be final, but subject to appeal. Any vendor or vendors involved in a dispute shall have the right to ask for a follow-up meeting, discussion, and reconsideration by a quorum of the steering committee, whose decision shall then be final. That appeal process must be started within one week of the market; the meeting and discussion must take place within one week of that time. It may be held in person, by phone, or by e-mail at the discretion of the Steering Committee. The Steering Committee shall have final authority over all disputes.

## C. INSURANCE



- a. The GBFM shall carry liability insurance which protects the market. However, it does NOT protect the individual vendor. The owner of the property rented for the GBFM will be listed as an “additionally insured.” All Steering Committee members and the market manager shall also be listed as additionally insured.
- b. All vendors must carry their own General Liability Coverage Policy. A certificate of insurance must be submitted with the annual market application form.
- c. Any accident or injury must be reported immediately to the Market Manager.

#### **D. SET UP/DISPLAY**

- a. If a participating vendor is unable to attend on any given week, he/she must call the Market Manager before that market day begins. There will be no reimbursement for absences. Chronic absences that negatively affect the market, as decided by the Steering Committee, may result in the loss of selling space.
- b. Vendors should set up, display, and package their products in a way that protects their products from the elements. Vendors must also ensure that their physical set up is safe and hazard-free for all market participants. Awnings, tents, banners, etc. must be adequately secured.
- c. Vendors should arrive at the market 30-60 minutes before opening and must be ready to sell five minutes before opening. In the case of a late arrival, the Market Manager has the discretion to change that vendor’s location or to refuse that vendor permission to set up.
- d. No vendor vehicles will be permitted in the market after twenty minutes before market opening. All vehicles must be removed from the market area by five minutes before market opening. All vendors must drive in a reasonable and prudent manner with public safety first in mind while at market. All vendors must take care not to damage the building structures or physical grounds. Any such damage must be reported immediately to the Market Manager.
- e. The sale of goods is discouraged before the market officially opens and after it closes.
- f. All necessary licenses, certificates, sales tax documents, coupon acceptance notices, etc. must be appropriately displayed where required.
- g. Vendors are encouraged to have business cards available for customers.
- h. Each vendor must keep the area in and around his/her space clean at all times. Each vendor must leave his/her assigned space in broom clean condition by market closing. No foodstuff, rubbish, or personal belongings of any sort shall remain on the ground, in nearby trash barrels, in dumpsters, or anywhere else in the vicinity, after the market is officially closed. All refuse must be taken home with the vendor.
- i. The railroad tracks must remain free of debris. No vendor may throw, place, or let the wind blow an object into the area of the railroad tracks.
- j. Vendors are required to remain at the market for the entire market day until the official closing time.
- k. Early closing due to severe weather conditions shall be at the discretion of the Market Manager/Steering Committee representative.

#### **E. PRODUCTS**

- a. Processed foods as discussed in Section II(O) below may be sold if made locally. The vendor is responsible for complying with all requirements and licenses set by the town or city, state of Massachusetts, and the Federal Government (USDA, FDA, and potentially others).
- b. Prepared food vendors offering processed foods or other products made of locally grown food or other plant products shall be given preference over other prepared food vendors.
- c. All products must have appropriate signage, including price.
- d. All products should be of top or grade A quality. Any seconds or canners may be offered but must

be labeled as such. The Market Manager has the right to ban any inferior products from the sales area.

**F. PUBLIC REGULATIONS**

- a. Produce may be sold by the bunch, piece, container, or by weight.
- b. Vendors planning to use a scale should have it sealed by an official state or city Sealer of Weights and Measures. Household scales are not permitted.
- c. No solicitors, collection drives or manufactured products are permitted in the market area without the prior written approval of the Steering Committee.
- d. Prices will be fair market value, negotiated by the vendor and the customer. No warranty of any sort, express or implied, may be made by the Steering Committee, Market Manager, city or town on behalf of the vendors or the market.
- e. Each vendor is responsible for his/her own compliance with any applicable local, state or federal laws.
- f. Participating vendors are prohibited from the use of or being under the influence of drugs or alcohol while in attendance at market.
- g. Pets are prohibited from attending the GBFM with vendors.
- h. Participating vendors are prohibited from engaging in any behavior not appropriate for a public setting including, but not limited to, use of obscene or abusive language and or physical violence.

**G. RULES AND ENFORCEMENT** These rules are intended to be in the best interest of the GBFM, its vendors, and customers. The Steering Committee may, at any time, modify or add to these rules, to better serve these interests. The market manager is responsible for enforcing all rules. The prescribed penalties for violations of the above rules are as follows:

- a. First offense – The violator shall receive a written warning.
- b. Second incidence of same offense – The violator shall receive a second written warning accompanied by a fine of \$50.00 to be paid to the GBFM prior to the vendor's next attendance at the market.
- c. Third incidence of same offense – The violator shall be prohibited from participating in the GBFM for the next scheduled market.
- d. Any offense or combination of offenses shall, at the discretion of the Steering Committee, subject the violator to denial of future participation in the GBFM.

**H. PAYMENT SCHEDULE** Will be included with application

**I. ENFORCEMENT PROCEDURES** The following sections do not refer to infractions of rules or regulations, but to requirements relating to the source of products offered for sale at farmers' markets, such as, but not limited to:

- a. Selling any product which is not grown and/or produced by the participating vendor
- b. A repeated lack of appropriate signage, inaccurate signage, or misleading signage
- c. Egregious or repeated rude or socially unacceptable behavior towards the public or other vendors.

**J. VISITS AND ENFORCEMENT**

- a. Farm and Prepared Food Vendor Visits: the GBFM conducts visits as a matter of routine, and all farmers and prepared food vendors who participate in the GBFM are subject to these visits at the discretion of the GBFM Steering Committee. The intent of these farm and prepared food vendor visits is to help GBFM better understand the needs and expectations of our members and to document their occupational practices. This may include reviewing product lists, acreage reports and any other relevant information. GBFM may use this information to determine whether additional visits are necessary. Farm and prepared food vendor visits are intended to be made on a

friendly basis and without cause. Any vendor who applies for participation in GBFM and who did not attend the previous year should anticipate one to three visits during the season.

- b. Farm and Prepared Food Vendor Inspections: made only at the request of the GBFM Market Manager or the GBFM Steering Committee. The intent of inspections is to verify that a farmer prepared food vendor is in compliance with the rules of the GBFM at any time there is a reasonable doubt that a farm is a *farm* as defined above or that a prepared food vendor is producing what he/she purports to produce, or when the source of more than five products is in question at any one time. Farm inspections are made for cause.
- c. Any vendor who is the subject of an inspection shall receive written notice of the inspection including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vendor prior to and during that inspection. The inspection will require a minimum of four hours of time in full daylight, and GBFM will conduct the inspection within one to seventy-two hours after written notice is provided. (2) All vendors who are subject to inspection must provide all documents pertinent to the production of their products. These may include: \*\*Current year and one year prior seed and plant material receipts; \*\*Current and one year prior fertilizer receipts \*\*Current and one year prior pesticide receipts \*\*Current and one year prior materials receipts \*\*Current and one year prior ingredients receipts \*\* Property deed \*\*Lease or rental agreement \*\*Current detailed employment records \*\*Current list of equipment currently owned and functioning \*\*Full access to the vendor and employees for verbal interviews
- d. Product Inspections will be made by the GBFM Steering Committee designee at the request and at the expense of any GBFM member. Product inspections verify the grown and produced source of any product offered for sale at the GBFM when a GBFM member suspects a rules violation. Product inspections are made for cause.
  - i. Any vendor who is the subject of an inspection for source of product will receive written notice of the inspection, including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vendor prior to and during that inspection. The product inspection will require a minimum of two hours in full daylight and GBFM will conduct the inspection within one to seventy-two hours after written notice is provided.
  - ii. All vendors who are subject to inspection for source of product must provide all documents pertinent to the production of that product. These may include: \*\*Current year and one year prior seed and plant material receipts \*\*Current and one year prior pesticide receipts \*\*Current and one year prior materials receipts \*\*Current and one year prior ingredients receipts \*\*Full access to the vendor and employees for verbal interviews. \*\* Other documentation may be requested to provide additional information as the particular circumstances may require.

#### K. Filing of Grievances

- a. A complaint may be lodged by any GBFM member against any other member who is suspected of selling one or more products in violation of the market rules. All complaints must be filed with either the Market Manager or the Steering Committee. The Market Manager will process the grievance form (provided by the Steering Committee) which will include: \*\*the signature of all parties filing the grievance, along with printed names, addresses and telephone numbers \*\*the name address and telephone number of the accused vendor \*\*a list of the product(s) in question, and the justification for the grievance by the vendor(s) lodging the grievance \*\*a brief written assessment of the issues by the Market Manager \*\*cash or a check made out to GBFM paid by the filer in the amount of \$100.00 for the first product and \$50.00 for each additional product, to cover the product inspection fee. The Market Manager/Steering Committee will issue a copy of the grievance to each filer, and to the accused party, no more than two days after the grievance is

filed.

- L. **Determination of Grievances** Upon receipt of the grievance, the GBFM Steering Committee or a designated agent will do a product inspection (as detailed in Product Inspections above) and prepare a summarized written report of the findings. A copy of the report will be issued to the Market Manager, Steering Committee, to each vendor who filed the grievance and to the accused vendor prior to the close of the market one week following the date that the grievance was filed. If the inspection finds sufficient evidence to show that market rules have been violated, the inspection fee will be returned in full to the vendor(s) who filed the grievance. If the inspection finds that the accused vendor is not in violation of market rules, the inspection fee will be deposited into the GBFM account to cover the costs of inspection and the matter will be dropped.

**M. Penalties**

- a. If a violation of market rules has been determined, a written notice of penalty will be issued promptly via certified mail or hand delivery, to the violating vendor by the Steering Committee or Market Manager. An appeal form will be issued along with the penalty notice. The prescribed penalties for violation of rules regulating the source of one to five (1 to 5) products are as follows:
  - i. First Offense – The violator shall pay a fine of TWO HUNDRED (\$200) DOLLARS for the first product, and ONE HUNDRED (\$100) DOLLARS for each product thereafter. Said fine amount shall be deposited into the GBFM account. The fine shall be paid IN FULL prior to that vendor's return to the GBFM.
  - ii. Second Offense – The violator shall pay the appropriate fines as in the first offense, AND the violator shall be prohibited from **SELLING THE PRODUCT(S) AT THE GBFM** for a period of fifty-two (52) weeks following determination of the second offense, regardless of the source of production during that period.
  - iii. Third Offense – The violator shall be **PROHIBITED FROM PARTICIPATING IN THE GBFM** for a minimum of fifty-two (52) weeks following the determination of the third offense. There will be no reimbursement of market fees, AND the violator's application **may not be considered** after that period of time where the variety and volume of similar product lines are being satisfied by other vendors.
- b. Gross disregard of these Rules and Regulations such as: \*\* The sale of more than five products from sources not allowed by market rules \*\* The selling of products by any party who is not a vendor as defined herein \*\* The selling of products under a fraudulent lease agreement \*\* The act of not complying with the terms of a lease agreement relative to the definition of "grown and produced" herein shall subject the violator to the following penalties: **UPON THE FIRST OFFENSE AND WITH NO PREVIOUS WARNINGS, THE VIOLATOR WILL BE PROHIBITED FROM PARTICIPATING IN THE GBFM FOR A MINIMUM OF FIVE (5) YEARS EFFECTIVE ON THE DATE OF DETERMINATION AND WITH NO REIMBURSEMENT OF MARKET FEES.**

**N. Appeals**

- a. A vendor may file an appeal of a determination with the GBFM Steering Committee by completing the Appeals Form that accompanies the penalty letter. An appeal must be filed within fourteen (14) days of receipt of the penalty letter.
- b. The GBFM Steering Committee shall review the appeals form and shall elect two of its five members who are most qualified and least connected to the case to move forward. These two will review the case, make appropriate inspections, and write a report of their findings.
- c. The Steering Committee will take no less than two (2) and no more than four (4) weeks from receipt of the appeal to render their decision. Said decision is final.
- d. During the appeal process, the violator is required to adhere to the original penalty (ies).

**O. SALE OF PROCESSED FOODS**

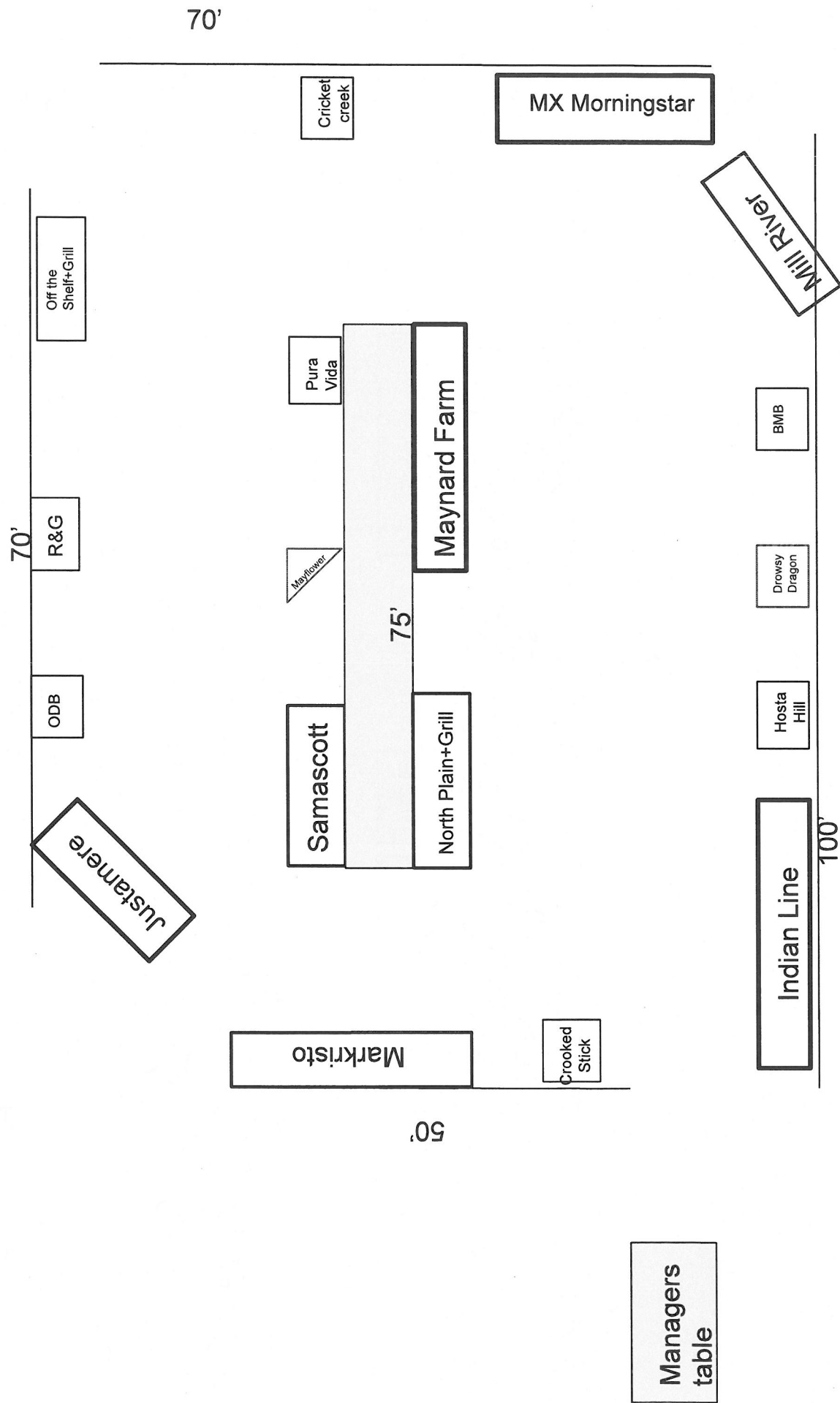
- a. Processed artisanal foods shall be made and produced by the owner and staff of the market member business.
- b. Preference shall be given to individuals/businesses using locally grown foods in the production of their processed foods.
- c. It is the responsibility of the vendor to comply with all local, state, and federal health laws regulating the production, licensing and labeling of processed foods.
- d. Any permits or licenses required for the sale of a processed food must be submitted to GBFM along with the vendor's application prior to the sale of the processed food(s) at the GBFM.
- e. The Market Manager has the right to require that a participating vendor remove a processed food from the selling display if the appropriate permit, license, or labeling is not apparent.
- f. Suggested working definitions are listed below for **guidance** during the selling season. The Steering Committee may modify these definitions on a case- by-case basis:
  - i. **\*\*BAKED GOODS** – prepared by the vendor, using locally grown fruits, vegetables, and other agricultural commodities whenever possible.
  - ii. **\*\*CIDER** –apples must be produced by the vendor's farm, and the cider must be pressed by the vendor's farm or, if custom pressed, cider must have appropriate signage.
  - iii. **\*\*DAIRY PRODUCTS** – raw milk must have been produced by the vendor's farm animals and/or processing must be done by the vendor's farm. All products must have appropriate signage. **\*\*JAMS, JELLIES, PRESERVES** –raw product must have been produced by the vendor and/or processing must be done by the vendor, or if custom processed, products must have appropriate signage.
  - iv. **\*\*MEAT PRODUCTS** – vendor must raise all animals.
  - v. **\*\*MAPLE PRODUCTS** – raw sap must be produced by trees tapped by the vendor and/or the vendor must do all the processing and packaging.
  - vi. **\*\*ORNAMENTAL PLANTS, ARRANGEMENTS, CRAFTS** – must be produced and/or processed by the vendor.
  - vii. **\*\*POULTRY PRODUCTS**-vendor must raise birds and processing must be done by the vendor.

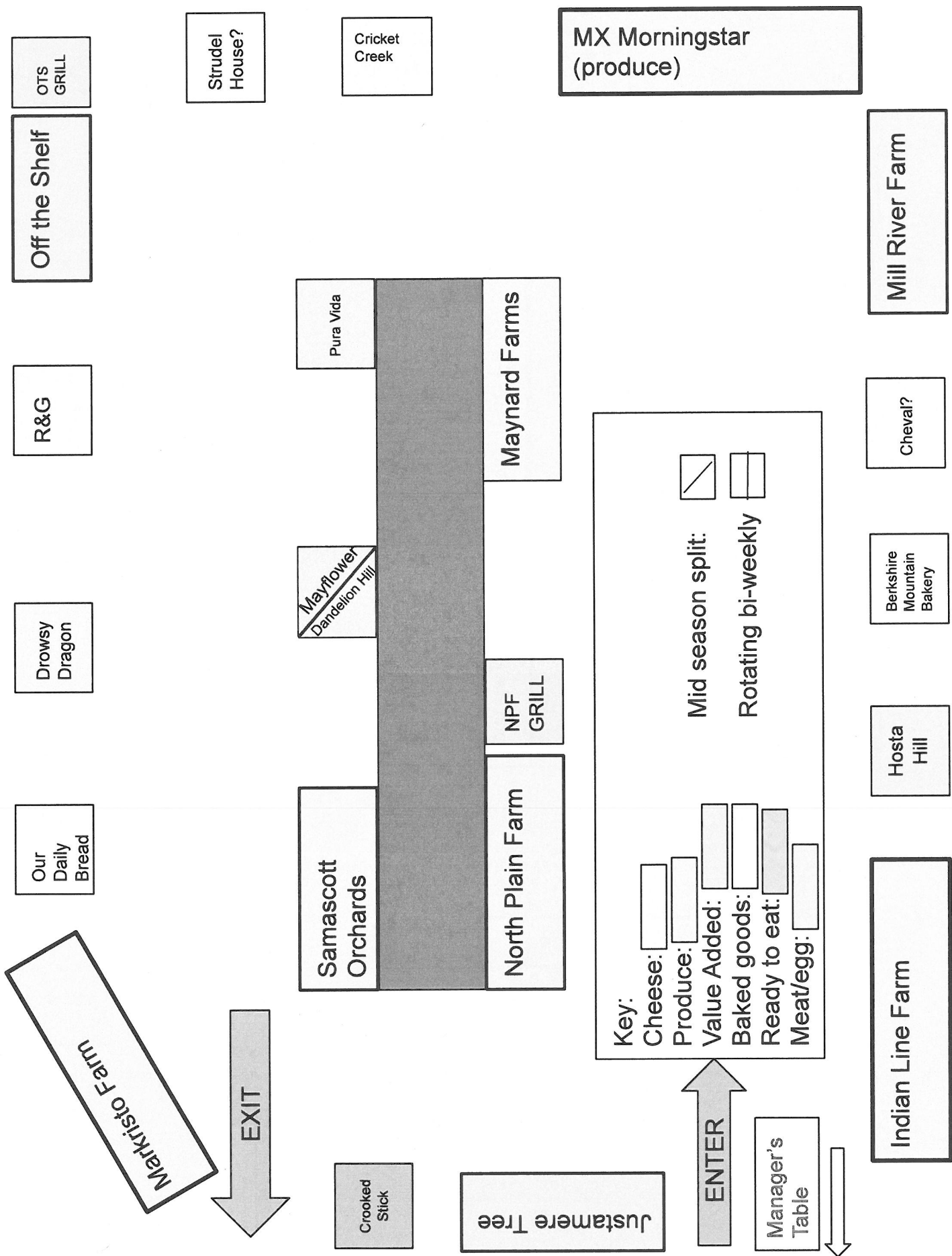
P. **SEVERANCE** If any provision of the Rules and Regulations of The Great Barrington Farmers' Market 2017, is at any time deemed to be void or unenforceable by a court or competent jurisdiction, the remaining provisions shall not thereby be affected.

Q. **COVID-19** As of 2021, the GBFM will continue to follow national, state and local recommendations to curtail the effects of the COVID-19 pandemic.

- a. All vendors, market staff and customers will be required to wear a mask. The market manager will have disposable masks at the Managers Table for those who don't have one.
- b. Market capacity will be capped around 100 people at a time. This will be monitored by the market manager and any assistants. As much as possible, 6-ft distancing will be observed
- c. Congregating will remain discouraged, and as such, no entertainment, children's activities or seating will be offered at the market
- d. Pets will not be permitted inside the market

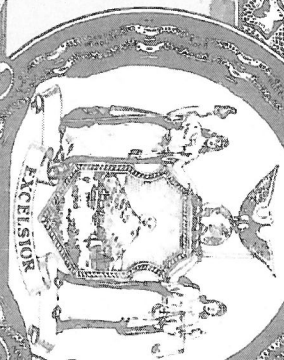






FARM CIDERY LICENSE  
SERIAL #: 2194986  
COUNTY: ALBANY

EFFECTIVE DATE: 12/03/2019  
EXPIRATION DATE: 1/31/2023  
CERTIFICATE #: 922737



# NEW YORK STATE ALCOHOLIC BEVERAGE CONTROL

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES. IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION  
FARM CIDERY

sidewalk cafe

NINE PIN CIDERWORKS LLC

929 BROADWAY  
ALBANY

NY 12207

FILING FEE \$100.00  
LICENSE FEE \$225.00

*Vincent G. Bradley*  
Vincent G. Bradley  
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

SLA FORM 180-023 (10/09)

Certificate No. G0922737

FOLD AND TEAR HERE

FOLD AND TEAR HERE

IMPORTANT! PLEASE RETAIN THESE RULES FOR FUTURE REFERENCE!

**GREAT BARRINGTON FARMERS' MARKET**  
**RULES AND REGULATIONS 2019 SEASON**  
**PREFACE**

We, The Great Barrington Farmers' Market, are a group of local farmers, food producers, and crafts people who have joined together to offer a weekly outdoor market to the people of the Great Barrington area.

Now entering our 29<sup>th</sup> year, the GBFM has always operated to promote locally grown and locally produced products. It is the belief of the GBFM that increased consumption of locally produced goods strengthens local farms and small businesses, improves the local economy, helps to develop community, and brings quality products and enjoyment to local consumers. *As a grower/producer market we take our commitment seriously that we as individuals and as a market are an integral part of a healthy local food system and that we offer for sale at the market only items which we have personally grown or produced.* The only exception is for those local items, deemed necessary by the steering committee, for which we have been unable to procure the actual grower/producer and for which we feel the market as a whole would be greatly enhanced. For further details see Section I Definitions, L, below.

All members of the GBFM are expected to take an active part in the market community. To that end, they are expected to volunteer their time and energy to aid in the successful operation of the market and to attend monthly on-site market meetings when invited.

**Section I: Definitions** Please notice that the Great Barrington Farmers' Market (GBFM) is a 100% participating vendor' grown and/or produced market. The following definitions contain requirements and are approved by the Great Barrington Farmers' Market (GBFM).

A. CONTROLLED LAND – real property that is either: owned, rented, or leased by the farm. B. CUSTOM WORK – that labor which is not performed by the vendor or his/her regular help, but by another

individual or organization which owns the equipment necessary to perform a specific task. C. FARM – a business that is engaged in the production of goods, including crops and or other agricultural products and /or processed foods for the purpose of selling those goods at farmers' markets, and is operated by owners, managers, and/or employees who produce agricultural products only on controlled land of the farm, and for the purpose of selling those products at farmers' markets. D. FARMER – any individual, or group, operating a farm and assuming financial risk for the production of

crops and other agricultural products. E. 100% FARMER GROWN AND PRODUCED – All products offered for sale by the participating farmer

must be grown and produced by that farmer and not by any other source. F.

GROWN AND PRODUCED defined for each specific commodity as follows:

- a. EGGS must be produced by birds owned and cared for by the farm. b. FLOWERS, dried or fresh cut, must be planted, cultivated and harvested by the farmer on the

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 [www.mass.gov/agr](http://www.mass.gov/agr)



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

KATHLEEN A. THEOHARIDES  
Secretary

JOHN LEBEAUX  
Commissioner

June 16, 2021

Nine Pin Ciderworks  
Sonya del Peral  
22 Park Row  
Chatham, NY 12037

Re: Great Barrington Farmers Market 2021

Dear Sonya del Peral:

Please be advised that your application for certification of the Great Barrington Farmers Market, on Saturdays from May 8, 2021 to November 13, 2021 and from 9:00am to 1:00pm,, as an agricultural event pursuant to M.G.L.c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux", written in a cursive style.

John Lebeaux, Commissioner



Fee: \$25.00 (per day)

RECEIVED  
TOWN OF GREAT BARRINGTONAPPLICATION FOR ONE DAY LIQUOR LICENSE

JUL 20 2021

SELECTBOARD &  
TOWN MANAGER'S OFFICE

## TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto.

Applicant's Name: Abigail RollinsOrganization Name: Berkshire Opera FestivalApplicant's Address: 352 Main Street Suite 211Telephone Number: (413) 213-6622Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC  
(Circle one)Event: Falstaff Cast PartyDate: August 21, 2021 Start Time: 4:00pm End Time: 6:00p.m.Event Address: 352 Main StreetIs the Event on Town property? YES NO**PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:**

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.  
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

**Liability:** The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

[Signature]  
Signature of Applicant

7/14/21  
Date

FOR TOWN USE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_



BERKOPE-01

PDUGA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071
INSURED  Berkshire Opera Festival 352 Main Street, Suite 211 Great Barrington, MA 01230	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company, Inc.	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			USHSW2769084.21	2/10/2021	2/10/2022	EACH OCCURRENCE	\$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,00
							MED EXP (Any one person)	\$ 10,00
							PERSONAL & ADV INJURY	\$ 1,000,00
							GENERAL AGGREGATE	\$ 2,000,00
							PRODUCTS - COMP/OP AGG	\$ 2,000,00
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			USHSW2769084.21	2/10/2021	2/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	USHSW2767620-21	2/10/2021	2/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,00
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

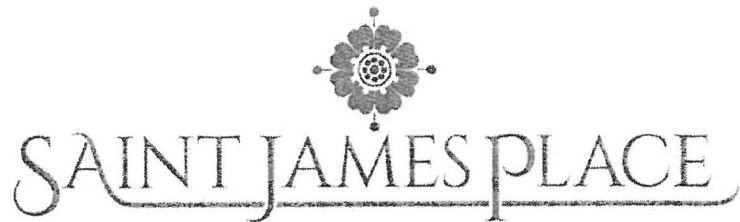
## CERTIFICATE HOLDER

## CANCELLATION

No. 10  
10 Castle Street  
Great Barrington, MA 01230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



July 14, 2021

Abigail Rollins, Executive Director  
Berkshire Opera Festival  
352 Main Street – Suite 211  
Great Barrington, MA 01230

Dear Abi,

Please take this letter as confirmation of the BERKSHIRE OPERA FESTIVAL's booking for an event in the Great Hall at Saint James Place on Saturday, August 21, 2021, and for our willingness to allow you to have alcohol served during your event.

We look forward to a successful event and, as always, our continued relationship with you and the BERKSHIRE OPERA FESTIVAL.

Sincerely,



Seth Keyes  
General Manager

Saint James Place  
352 Main Street  
Great Barrington, MA 01230  
(413) 528-1996



eTIPS On Premise 3.0

**CERTIFIED**

Issued: 8/28/2017

Expires: 8/28/2020

ID#: 4612623

Vern M Kennedy  
10 Castle St  
Great Barrington, MA 01230-1513

For service visit us online at [www.gettips.com](http://www.gettips.com)



eTIPS On Premise 3.0

**CERTIFIED**

Issued: 8/23/2017

Expires: 8/23/2020

ID#: 4609306

David R Guenette  
The White Hart Inn  
15 Under Mountain Rd  
Salisbury, CT 06068-1826

For service visit us online at [www.gettips.com](http://www.gettips.com)



**PROCLAMATION TO CELEBRATE  
NATIONAL DISABILITY INDEPENDENCE DAY  
JULY 26, 2021**

**WHEREAS**, National Disability Independence Day commemorates the signing of the Americans with Disabilities Act (ADA) on July 26, 1990. The ADA provides protection from employment discrimination as well as better access to goods, services, and communications for people with disabilities; and

**WHEREAS**, The day not only celebrates the anniversary of the ADA but it also serves several other purposes. The law first broke down barriers that individuals with disabilities faced every day. It also marked a timeline of change that soon developed. Over time, common barriers such as narrow doors and small bathroom stalls became accessible to wheelchairs. Other examples include braille signs and crosswalks for the vision impaired. The changes improved mobility and safety; and

**WHEREAS**, Beyond structural changes, the Americans with Disabilities Act motivated designers to enhanced technology. Often, physical limitations restrict a person's ability to access legal or health information. New assistive technologies make it possible to obtain the necessary information; and

**WHEREAS**, As accessibility improves, the world continues to change in other ways. Many of today's brick and mortar businesses are ADA compliant. However, as more and more businesses switch to online versions, their websites need to meet the needs to be accessible, too. With each advancement in technology, designers need to incorporate multifunctional approaches to fit every ability; and

**WHEREAS**, We encourage all employers or designers to consider how accessible your business is to people with disabilities. The ADA empowers people with disabilities to stand up for their rights and to give shout outs to accessible businesses and organizations. Everyone is encouraged to use #DisabilityIndependenceDay and share on social media;

**NOW, THEREFORE, BE IT RESOLVED**, That the Selectboard of the Town of Great Barrington hereby recognizes **July 26, 2021 as National Disability Independence Day**, the anniversary of the Americans with Disabilities Act that passed in 1990; and

**BE IT FURTHER RESOLVED**, That the Town of Great Barrington Selectboard calls upon our citizens, public and private institutions, businesses, and schools to affirm the principals of equality and inclusion for persons with disabilities; to celebrate the freedom the ADA inspires with forward- thinking design and technology; and to bring forth the promise of hope and freedom that is envisioned by the passage of the ADA.

**Presented this 26<sup>th</sup> day of July, 2021.**



**EXECUTIVE SUMMARY**

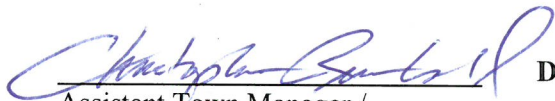
**TITLE:** Subordination of a lien imposed by FY14 Housing Rehabilitation Program  
224 Grove Street North, Housatonic

**BACKGROUND:** Through a FY14 CDBG Housing Rehabilitation Program, Great Barrington granted funds to income-qualifying homeowners who needed to make repairs to their homes to address structural, safety, and code issues. This was a regional program led by Great Barrington, with funds granted to homeowners in both Great Barrington and Sheffield, and the Town of Great Barrington was the holder of all liens required under the program. Grants to homeowners are structured as deferred payment loans, under which the homeowners' obligation to repay the grant would decrease over a period of 15 years, at which time it would be forgiven.

One property with such a lien is 224 Grove Street North in Housatonic. The property owner is requesting that Great Barrington subordinate this lien to a new, refinanced mortgage. A refinanced mortgage will allow the owner to take advantage of low interest rates.

**RECOMMENDATION:** The Selectboard vote to subordinate the lien and authorize the Town Manager to sign the subordination document.

**WRITTEN BY:**



Assistant Town Manager /  
Director of Planning and Community Development

**DATE:** 7/20/21

**APPROVED BY:**

  
Town Manager

**DATE:** 7/21/21



2015 00237373

Bk: 2334 Pg: 194 SBRD

Page: 1 of 2 12/02/2015 02:36 PM

## FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program

### REAL PROPERTY LIEN

I, Carol Diehl (OWNER), of 224 Grove Street North, Housatonic, MA 01236 (herein referred to as the GRANTOR) for consideration paid, grant to the Town of Great Barrington, acting by and through its FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM, 1 Fenn Street, Pittsfield, in said County and Commonwealth, on this 15 day of October, 2015, a real property lien and charge upon the land together with the building thereon situate, located at 224 Grove Street North in said Town, (hereafter referred to as the "Premises") and being more particularly described as follows:

Beginning at an iron pipe in the southerly line of Grove Street at the the northeast corner of the tract herein conveyed; thence South 26 degrees 30 minutes east, 118 feet along land formerly of Monument Mills to an iron pipe; thence South 63 degrees 50 minutes west, 80 feet along land formerly of said Monument Mills to an iron pipe; thence North 26 degrees 30 minutes west, 118 feet along land formerly of said monument Mills to the southerly line of Grove Street; thence Easterly in the southerly line of Grove Street 80.3 feet to the place of beginning, containing 9,440 square feet of land. Also being Lot 38 on a map filed in the Southern Registry of Deeds in file No. 33, and including those premises conveyed to the grantor herein by deed of Alexander J. Banach, Jr. and Nancy A. Banach dated October 14, 2005 and recorded in the Southern Berkshire Registry of Deeds in Book 1651, Page 292.

WHEREAS: This lien is granted to secure the obligation of the GRANTOR to the Town of Great Barrington, pursuant to the 'Agreement between Property Owner and FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program' dated July 07, 2015. Pursuant to that agreement the FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM has provided funds to the GRANTORS in the amount of \$35,000.00 for rehabilitation of the Premises as referenced above.

- A. That, if in the event the Grantors sell or transfer title to said Premises in any manner other than by mortgage deed within fifteen (15) years from the date of their real property lien first mentioned above, the Grantors agree to pay to the Town of Great Barrington a sum to be determined in the following manner:

"Anniversary date" shall be defined as the date one year from the signing of this agreement and from year to year thereafter until 2030.

"Obligation" shall be defined as the amount of funds provided to the Grantors pursuant to the agreement.

Within one year	100%	Within nine years	20%
With two years	90%	Within ten years	10%
Within three years	80%	Within eleven years	5%
Within four years	70%	Within twelve years	5%
Within five years	60%	Within thirteen years	5%
Within six years	50%	Within fourteen years	5%
Within seven years	40%	Within fifteen years	5%
Within eight years	30%	After fifteen years	forgiven

Property Address: 224 Grove Street North, Housatonic, MA 01236

THEREAFTER, the Grantors will be under no obligation to repay any funds. In the event of mortgage foreclosure of the rehabilitation property within fifteen (15) years, the obligation to repay the funds shall automatically terminate.

B. That, if no sale or transfer of title to said Premises occurs prior to the fifteenth anniversary date first mentioned above, this real property lien shall be automatically discharged. After such date, the Grantors shall be under no obligation to repay any funds received pursuant to the agreement and the interest to the Town of Great Barrington shall be terminated. Anything herein contained to the contrary notwithstanding, however, the Grantors or their assigns, successors, heirs, personal representatives, executors, administrators, as the case may be, shall be under no obligation to repay any funds granted hereunder as a result of the following transactions, whether or not they occur within the aforesaid fifteen (15) year period:

1. a transfer from one grantor to the other;
2. a transfer from one grantor to the grantor and his or her spouse;
3. a transfer from the grantors to the grantor's child or children as long as the grantor retains a life estate in the Premises;
4. a transfer through will or intestacy to an heir or beneficiary of the grantor(s) so long as their heir or beneficiary retains the said property and does not transfer it to a third party within the aforesaid fifteen (15) year period.

WITNESS our hands and seals on the days and date first above written.

GRANTOR:

Carol Diehl  
Carol Diehl, Owner

COMMONWEALTH OF MASSACHUSETTS

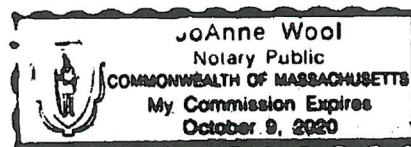
Berkshire, SS. Great Barrington

Date: 10/15/15

On this 15<sup>th</sup> of October, 2015 before me, the undersigned notary public, personally appeared Carol Diehl, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that she executed the same as her free will and deed.

JoAnne Wool  
JoAnne Wool, Notary Public

My Commission Expires: 10/9/2020



FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM

BY:

Patricia Mullins  
Patricia Mullins, Program Manager

ATTEST: Berkshire South Wanda M. Beckwith Register

### SUBORDINATION OF REAL PROPERTY LIEN

The Town of Great Barrington, present holder of a real property lien on the property located at 224 Grove Street North, Housatonic, MA 01236, Berkshire County, Massachusetts ("Premises") pursuant to a grant through the FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM to Carol Diehl dated October 15, 2015 and recorded on December 2, 2015 in the Southern Berkshire District Registry of Deeds in Book 2334, Page 194, ("Real Property Lien"), for no consideration paid, by vote of its Selectboard, hereby subordinate the Real Property Lien and the obligations secured thereby to a mortgage covering the Premises given by the Pittsfield Cooperative Bank dated July 23, 2021 and recorded on July 28, 2021, in the original principal amount of One Hundred Eighty-Five Thousand Dollars and no/100 (\$185,000.00) ("New Mortgage") recorded in the Southern Berkshire District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, to the same extent as if the New Mortgage had been executed and recorded before the execution and recording of the Real Property Lien.

Executed as a sealed instrument this \_\_\_\_\_ day of July, 2021, by Mark Pruhenski, Town Manager of the Town of Great Barrington.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mark Pruhenski, Town Manager

### COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

On this \_\_\_\_\_ day of July 2021 before me, the undersigned notary public, personally appeared, Mark Pruhenski, Town Manager of the Town of Great Barrington, who proved to me through satisfactory evidence which consisted of, \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed and in his capacity as Town Manager.

(seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires