

Mark Pruhenski
Town Manager

E-mail: mpruhenski@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2900
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER
Selectboard Meeting via Zoom
Order of Agenda for Monday, May 23, 2022, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITE12eDN3bE5LaTnBQ0RmZz09>

Webinar ID: 84727797185

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 February 12, 2022 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. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. April 25, 2022
 - b. May 3, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
 - b. Library Director
5. LICENSES AND PERMITS
 - a. Emily Williams of Stylin Franks for an annual Common Victualler License at 70 Railroad Street.
 - b. Karen Beckwith of the Great Barrington Fish & Game for a One Day Beer and Wine License for a party on June 11, 2022 from 2:00 PM to 5:00 PM at 338 Long Pond Road Housatonic MA.
 - c. Clinton Church Restoration, c/o Eugenie Sills, Director, for permission to close Elm Court on Friday June 10, 2022 between 11:00 AM and 2:00 PM.
 - d. Joseph Aberdale for permission to install a driveway at 407 North Plain Road.
 - e. Shivadas Guthrie of the Guthrie Center for 5-One Day Beer and Wine Licenses at 2 Van Deusenville Road on June 2, June 9, June 16, June 23, and June 30, 2022 from 6:00 PM to 12:00 PM.

- f. Continued: Samascott Orchards/Nine Pin Ciderworks for a farm winery special license to sell at the Farmer's Market from May 11th through November 13th, 2022 from 10:00am to 4:00pm

6. PUBLIC HEARINGS

- a. Continued: Eugene Richard of Price Chopper, 300 Stockbridge Road for a Beer and Wine Package Store License, James Collins Manager

7. PREVIOUS BUSINESS

- a. Short Term Rental Public Input *(Subject to the ethics commission approval)*
- b. Selectboard Discussion/Vote on Short Term Rentals *(Subject to the ethics commission approval)*
- c. Review and approve Warrant Articles 29-32 of the Annual Town Meeting Warrant

8. NEW BUSINESS:

- a. Du Bois Center Donation- Randy Weinstein
- b. Review of Application process for Municipalities to Opt- Out of State Reclamation and Mosquito Control Board (SRMBC) Spraying: Review of Arbovirus in Southern Berkshire District, Public Health Education and Outreach strategies, and Recommendation from the Selectboard. (Discussion/ Vote).
- c. Review and Approval of Inter- Municipality Agreement between Great Barrington and Host Agent, The Town of Lee: The IMA is required to initiate the appropriation of funds from the Public Health Excellence Grant to the Towns that were awarded. (Discussion/ Vote).
- d. Set Fee for the a Farmer's series pouring license

9. CITIZEN SPEAK TIME

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.

10. SELECTBOARD'S TIME

11. MEDIA TIME

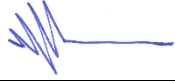
12. ADJOURNMENT

NEXT SELECTBOARD MEETING

Annual Town Meeting Monday June 6, 2022 beginning and June 9, 2022 (if needed)

Regular Selectboard Meeting June 13, 2022

Regular Selectboard Meeting June 27, 2022



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.

RECEIVED
TOWN OF GREAT BARRINGTON

MAY 02 2022

SELECTBOARD &
TOWN MANAGER'S OFFICE

COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
APPLICATION FOR COMMON VICTUALLER LICENSE

Paid 5/2/22 AP

FEE: \$25.00 (Payable to the Town of Great Barrington) DATE: 5.2.22

NOTICE:

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

TO THE LICENSING AUTHORITY:

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

OWNER(S) NAME: Emily Williams

NAME OF BUSINESS: Stylin Franks

D/B/A (if applicable): _____

BUSINESS MAILING ADDRESS: 70 Railroad Street ^{c 164}
Great Barrington
Road House
01236

BUSINESS TELEPHONE: 4134296100 HOME TELEPHONE: _____

LOCATION WHERE LICENSE IS TO BE USED: 70 Railroad Street

DAYS OF OPERATION: Monday - Sunday

HOURS OF OPERATION: 11am - 7pm

DESCRIPTION OF PREMISES: back of triplex on pavement

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Emily Williams
Signature of Individual or Corporate Name

By: _____
Corporate Officer (if applicable)

SS# 0276 or FID# _____

From: eb1vey@gmail.com
To: [Amy Pulver](#)
Subject: Fwd: Final Outdoor Dining Budget
Date: Monday, May 2, 2022 2:44:50 PM

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Emily
Proud mom to Laura & Abigail

Begin forwarded message:

From: Emily Ivey-Williams <eb1vey@gmail.com>
Date: May 2, 2022 at 8:53:41 AM EDT
To: Richard Stanley <rstan2001@gmail.com>
Subject: Re: Final Outdoor Dining Budget

You got it. Thanks for this opportunity. much appreciated, e

On Mon, May 2, 2022 at 8:48 AM Richard Stanley <rstan2001@gmail.com> wrote:

Emily
Here is the budget I discussed with you
Your share would be \$282.50 per month
Please print and sign the attached (change the amount)
Richard Stanley
413 446 2001
Mexico 322 137 6697

----- Forwarded message -----
From: Lisa Funk <lisafunk89@gmail.com>
Date: Mon, May 2, 2022 at 8:18 AM
Subject: Re: Final Outdoor Dining Budget
To: Richard Stanley <rstan2001@gmail.com>

Richard,
See attached
Lisa

On Mon, May 2, 2022 at 6:56 AM Richard Stanley <rstan2001@gmail.com>
wrote:

Please send me final budget ??

Richard Stanley
413 446 2001
Mexico 322 137 6697

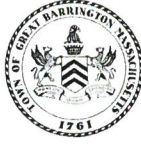
--

Lisa Funk
413-528-9841 x 1
lisafunk89@gmail.com

--

Emily
Proud mom to Laura & Abigail
413 429 6100

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Karen Beckwith

Organization Name: Great Barrington Fish + Game Association

Applicant's Address: 338 Long Pond Rd. Hoosatic, MA 01236

Telephone Number: 413-528-9556

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Graduation Party

Date: June 11, 2022 Start Time: 2:00 pm End Time: 5:00 pm

Event Address: 338 Long Pond Rd. Hoosatic, MA 01236

Is 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.

Karen Beckwith
Signature of Applicant

5/3/2022
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

5/23/2022

Selectboard

paid
Fee \$50.00 Cash
Number CAR

Application for Access to a Public Way / Driveway Permit

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date May 4, 2022
Name of Applicant / Property Owner Joseph Aberdale
Mailing address 20 Linda Lane Housatonic, MA 01236
Phone number 413-274-6996
Location of proposed driveway / highway entrance 407 North Plain Road Housatonic, MA
Contractor who will perform the work Joseph Aberdale
Address & phone number of contractor 20 Linda Lane, Housatonic, MA 01236 413-274-6996
Proposed construction date Upon Approval
Type of driveway (gravel, asphalt, etc.) Gravel

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be: () approved as submitted
() approved with conditions attached
() disapproved for reasons attached
() resubmitted with changes suggested per attached

Staff Reviews Received:

	Received	Conditions Recommended	Other Permits Required
Conservation:	()	()	()
Fire Chief:	()	()	()
Planning:	()	()	()

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

suant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: _____, its _____
(signature) (title) (date)

NARRATIVE

Land plot 26-42.2 located at 407 North Plain Road in Housatonic and the 50-foot-wide Parcel 1 of 409 North Plain Road in Housatonic were purchased from Suzanne Bump and the late Paul McDevitt in 2017 by Housatonic Holdings II LLC. The two land plots create a combined 150-foot-wide lot adjacent to North Plain Road.

Currently there is a 16-foot-wide and 25-foot-deep stone mud tracking pad on the right side of the lot. This pad prevents tracking mud and debris from the lot onto North Plain Road when exiting.

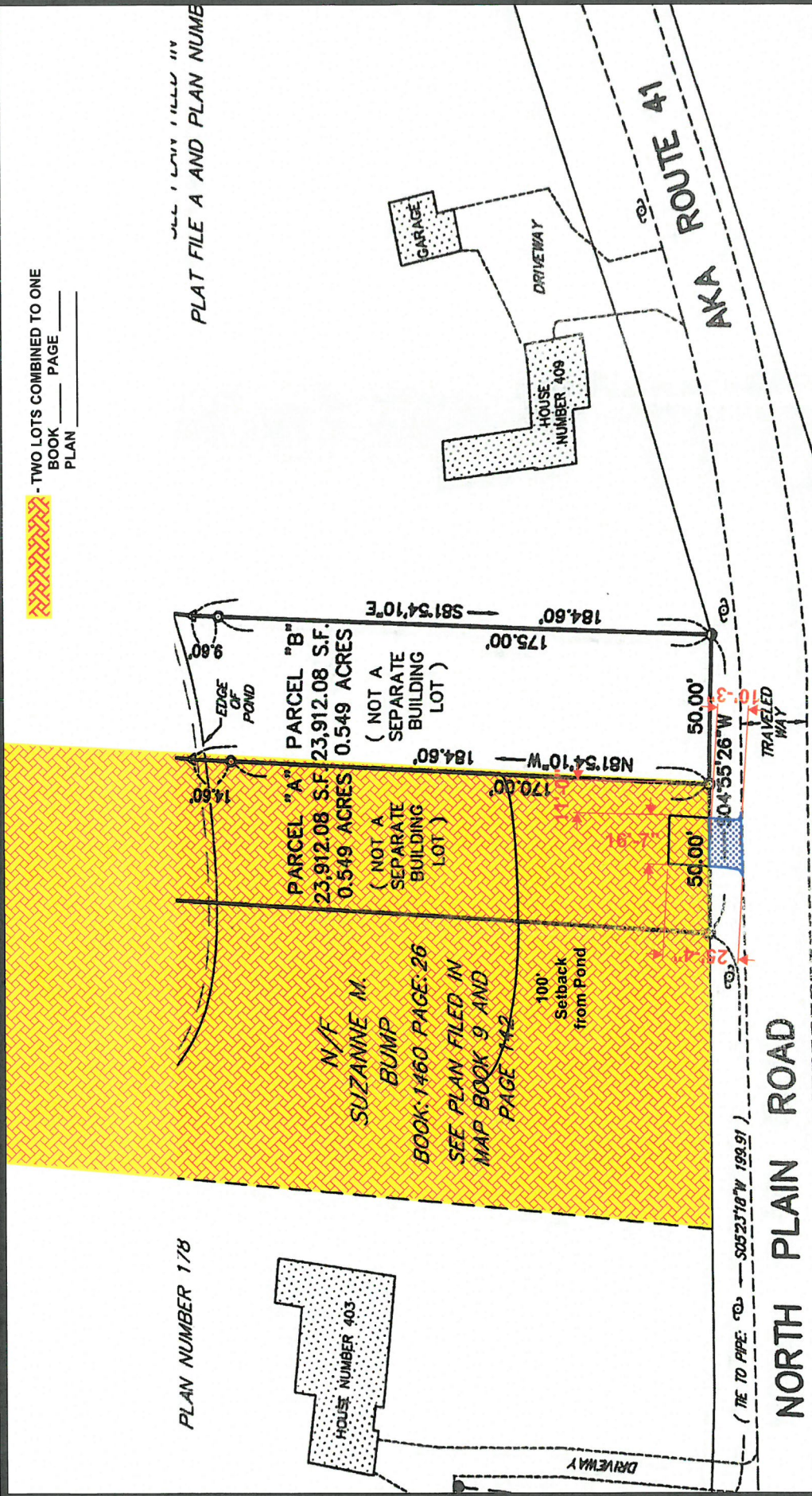
Housatonic Holdings II LLC is requesting a driveway permit to replace the current stone mud tracking pad with a formal gravel driveway.

The following pages will provide the necessary documentation to show;

- ❖ The location and dimensions of the current stone tracking pad and proposed location of the driveway pertaining to this application
- ❖ Pictures showing the viewpoints from the current tracking pad/proposed driveway location
- ❖ The construction of the proposed driveway will not present a hazard to the environment or surrounding neighbors

TWO LOTS COMBINED TO ONE
BOOK _____ PAGE _____
PLAN _____

JULY 1, 2011, FILED IN
PLAT FILE A AND PLAN NUMBER



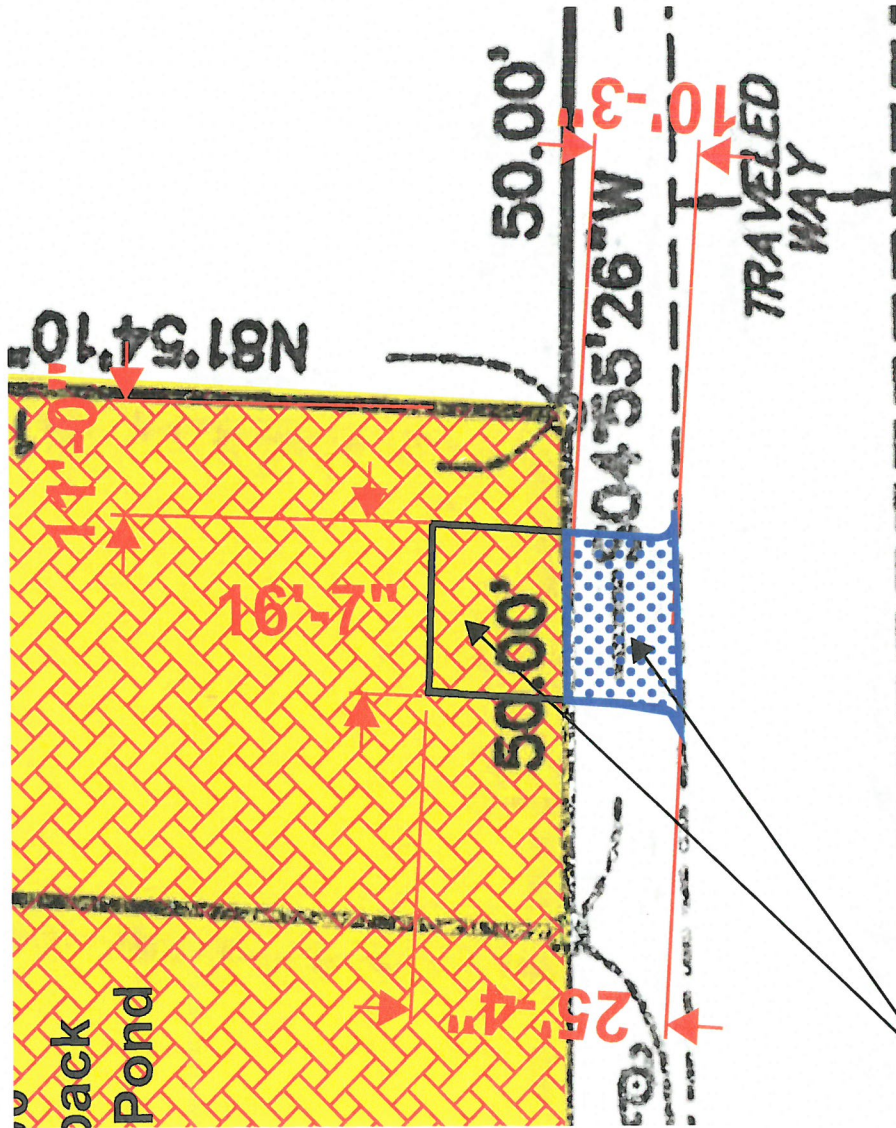
HOUSATONIC HOLDINGS II LLC

Plot: 26-42.2

Driveway Permit Plan

SHEET 1 of 2 Scale: 1" = 50' +/-

REFERENCE:
* BOOK: 2433 PAGE: 265
* PLAN FILE: Q-159



EXISTING 1 1/2" STONE
MUD TRACKING PAD.
TO BE THE LOCATION
OF THE DRIVEWAY

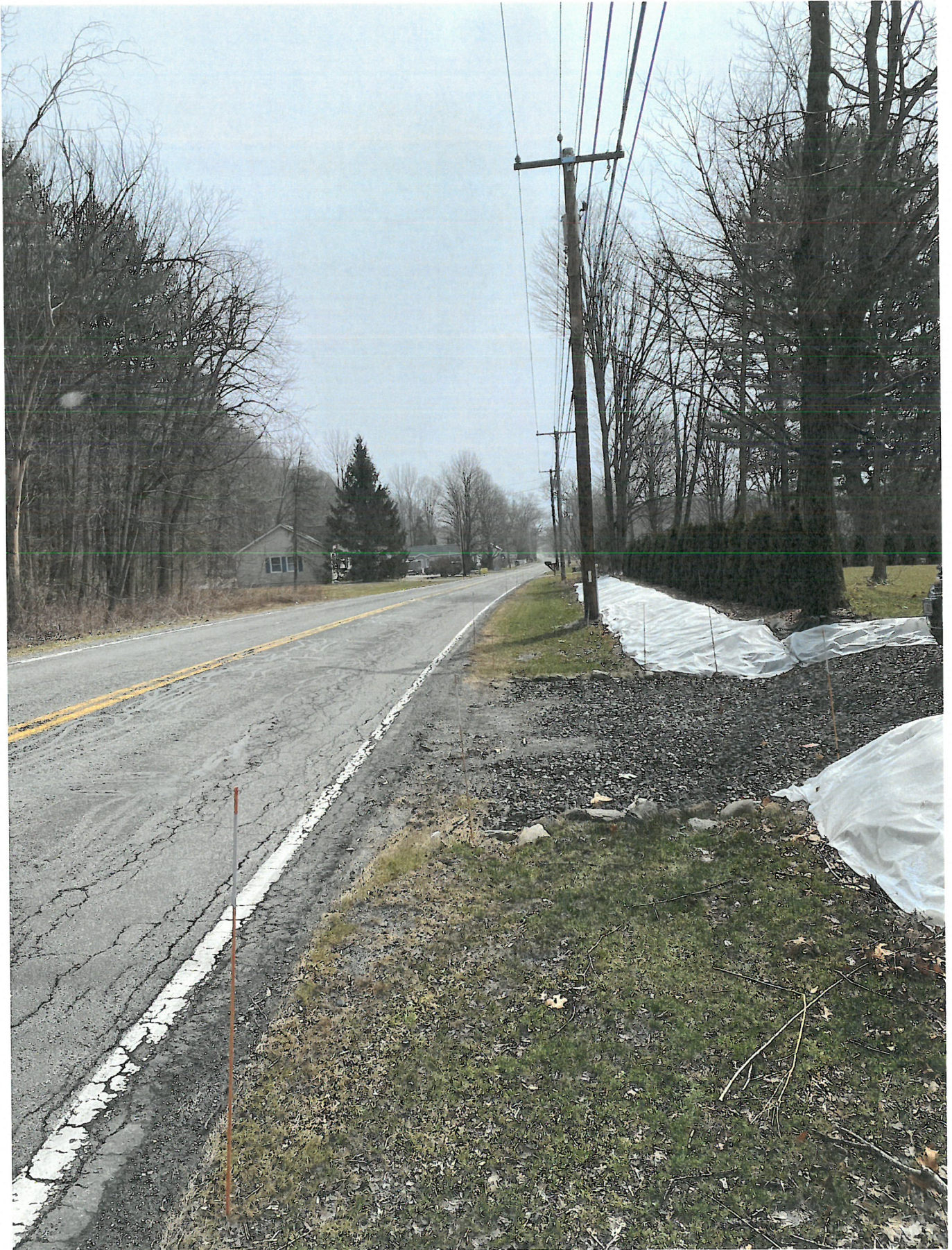
HOUSATONIC HOLDINGS II LLC

Plot: 26-42.2

407 N. Plain Road Driveway
Permit Plan

SHEET 2 of 2 NTS

ENLARGED VIEW





Lisa Richards

From: Chris Rembold
Sent: Monday, May 16, 2022 1:42 PM
To: Lisa Richards
Subject: RE: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

I don't see any planning issues with this.

Chris



Christopher Rembold, AICP

Assistant Town Manager /
Director of Planning and
Community Development
413-528-1619, x. 2401
crembold@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Monday, May 16, 2022 12:14 PM
To: Chris Rembold <crembold@Townofgb.org>
Subject: FW: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

Hi Chris,
Waiting to hear from you regarding this driveway permit.
Thank you
Lisa

From: Lisa Richards
Sent: Monday, May 9, 2022 1:47 PM
To: John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Charles Burger <cburger@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Subject: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

Please find attached an application for Driveway.

Regards,
Lisa

Lisa Richards

From: Great Barrington Conservation Commission
Sent: Monday, May 9, 2022 4:09 PM
To: Lisa Richards
Subject: RE: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

No problem with driveway access to/from N. Plain Road.
If there is an issue, it will be with the location of the house
too close to the pond. That will be a judgement call by
the Commission.

-Shep



Shepley W. Evans

Conservation Agent
Animal Control Officer
Animal Inspector
413-528-1619 ex 122
conservation@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



The Secretary of State's office has determined that most e-mails to and from
municipal offices and officials are public records. Consequently,
confidentiality should not be expected.

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Monday, May 9, 2022 1:47 PM
To: John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Charles Burger
<cburger@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Subject: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

Please find attached an application for Driveway.

Regards,
Lisa

Lisa Richards

From: Charles Burger
Sent: Monday, May 9, 2022 3:04 PM
To: Lisa Richards
Subject: RE: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

No issues for the FD.



Charles Burger

Fire Chief

413-528-0788 ex 4
cburger@townofgb.org

Town of Great Barrington
Fire Department
37 State Road
Great Barrington MA 01230



The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Monday, May 9, 2022 1:47 PM
To: John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Charles Burger <cburger@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Subject: Driveway application - 407 North Plain Road, Housatonic, MA - Aberdale applicant

Please find attached an application for Driveway.

Regards,
Lisa



Lisa A. Richards

DPW Administrative Assistant

413-528-0867
lrichards@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

John Malumphy
Highway-Facilities Superintendent

E-mail: jmalumphy@townofgb.org
www.townofgb.org



20 East Street
Great Barrington, MA 01230

Telephone: (413) 528-2500
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works
Highway Division

Conditions on Application for Access to Public Way

Applicant: Joseph Aberdale
Location: 407 North Plain Road
From: John Malumphy Highway Superintendent/Sean VanDeusen, Public Works Director
Date: May 17th 2022

1. The applicant shall construct the proposed access to conform to the following applicable criteria listed under **Section 153-14, Design requirements** of the Town of Great Barrington Code:
 - B. Driveway location as shown on the attached plan is acceptable, with regards to alignments with the way, profile, sight distance conditions and not located at the extreme edge of the property.
 - C. No more than two (2) driveways shall normally be allowed for any property, unless there is a clear necessity for more.
 - D. Driveways shall not normally be approved at intersections, because of potential safety hazards.
 - E. Culverts taking the place of roadside ditches shall have a diameter of not less than 15" (*A culvert is not required at this location*)
 - F. Entrance elevation at the point of entry into the public right-of-way shall be no more than the elevation of the shoulder of the road.
 - G. Driveways should be so constructed that water from the driveway shall not drain onto the crown of the road.
 - H. In no instance shall the edge of the driveway entering onto the road conflict with the flow of surface water runoff.

- I. Driveway width. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
 - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
 - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
 - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
 - A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway.
 - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
 - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

The applicant agrees to notify the Highway Superintendent (528-2500) at least 48 hours prior to the installation of the paved apron.

3. Should there be, after completion of the driveway, discharges of water, stones, or silt onto the public way or onto property of any abutters or neighbors, the property owner shall take whatever steps are necessary to eliminate such discharges.
4. The applicant shall maintain the proposed access to conform to the following applicable condition listed under **Section 153-17, Continuing responsibility of owners**, of the Town of Great Barrington Code:

Abutting property owners shall be responsible for keeping culverts under their driveways cleared and for maintaining driveways in condition conforming to the requirements of the permit.





Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Shivadas Guthrie

Organization Name: The Guthrie Center

Applicant's Address: 2 Van Deusenville Rd

Telephone Number: 413 528-1955

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Concerts

Date: See attached Start Time: 6 pm End Time: 12 pm

Event Address: 2 Van Deusenville Rd G+ Barrington, MA 01230

Is 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.

Shivadas Guthrie
Signature of Applicant

5-18-22
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:

Shivadas 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.

ADD ON DATES FOR 2022

June

- 2
- 9
- 16
- 23
- 30



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
 617-626-1700 fax: 617-626-1850 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 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.

1. Applicant Information					
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	New York	Zip	12037
Phone Number	518-392-4267	Email	sonya@ninepincider.com		
Correspondence preference Regular Mail Email <i>Note: Approval/denial letters will be sent regular mail.</i> Email					
Do you intend to sell, sample, or both? Check all that apply. <input checked="" type="checkbox"/> Sell <input checked="" type="checkbox"/> Sample					

2. Event Information

Name of Agricultural Event		Great Barrington Farmers Market			
Type of Event	Agricultural Fair (as defined by MDAR policy)	Farmers Market (as 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		

3. Event Description			
What are the date(s) and time(s) of the event?			
05 08 2022 11 13 2022 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 ✓
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 ✓		No
	If yes, identify: Great Barrington Farmers Market		

4. Event Management			
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 ✓		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.

5. General

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.

Sonya del Peral Farm-Winery License Number 2194986
Signature of Applicant 1/26/2022 Date

Nine Pin Ciderworks LLC by Sonya del Peral, Manager Title (please
Name (please print) print)
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.

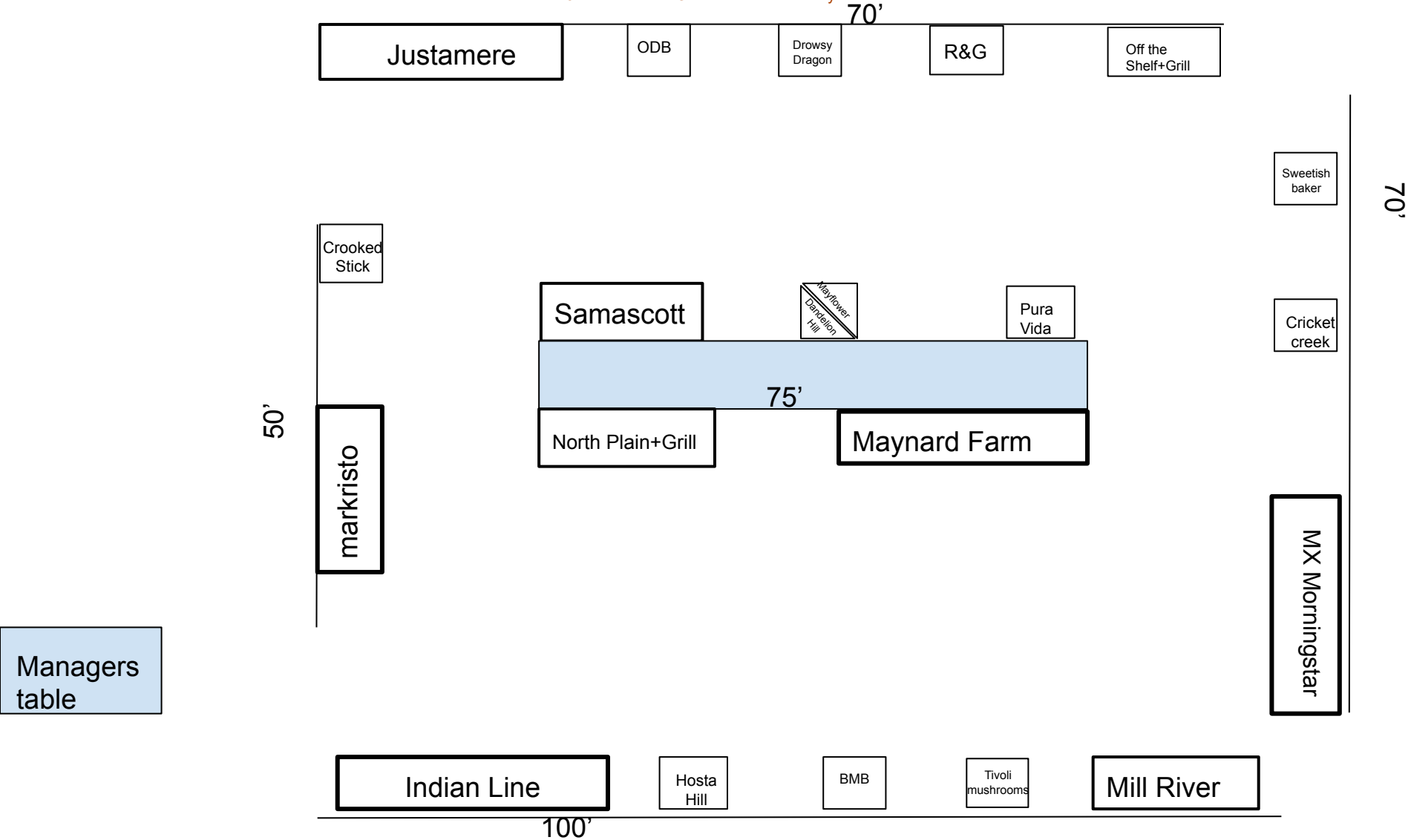
John Rebeaf 3/23/2022 Date
Signature

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 Date

Selectboard Meeting Packet for May 23, 2022
Item 5. f. Samascott Orchards Farm Winery License



IMPORTANT! PLEASE RETAIN THESE RULES FOR FUTURE REFERENCE!

GREAT BARRINGTON FARMERS' MARKET RULES AND REGULATIONS 2022 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 32nd 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 of 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 15th 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.

ANY QUESTIONS?

**Please call any member of
the GBFM Steering**

Committee

Maddie Elling
(413) 329-8389
Elizabeth Keen
(413) 429-5978
Tess Diamond
(310) 463-4803
Christa Stosiek
(518) 325-4261
Dennis Iodice
(413) 645-4685



Great Barrington Farmers Market
PO Box 488
Great Barrington MA
01230

www.greatbarringtonfarmersmarket.org

Samascott Orchards:

We are delighted to welcome you back as a vendor for the 2022 season! This 30th season runs Saturday May 7th 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.**

ALL MARKET MEETING TBD: The mandatory vendor market meeting is at Indian Line Farm. The date is not yet confirmed but we are planning on Wednesday, April 20th. This event is potluck style and an opportunity for us to meet each other, share a meal, and go over market procedures in person! See you there: please invite any market staff to join us as well.

If you have any questions, need help navigating the health department, or any other assistance we are here for you. Please reach out. You will also find the market bylaws attached for you to reference.

Best,

--

Maeve Dillon
Market Manager
(413) 717-745

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

One By One FARMER/WINERY Form 21-ENR
Item 5. f. Samascott Orchards Farm Winery License

YEAR 20

22

1. Licensee Information:

Name of Applicant: NINE PIN CIDERWORKS LLC
 Mailing Address: 22 PARK ROW
 Manager of Record: SONYA DEL PERAL
 ABCC License Number: (If Existing Licensee) NY 2194986
 Business Name (d/b/a if different):
 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: 3/7/22 - 11/13/22

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' Pop up tent

Selection Meeting Packet for May 23, 2022
 Item 5. f. Same Day On-Premises Farm Winery License
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.

David Loyola

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

Selection Meeting Packet for Nov 22, 2022
Item 5. f. Samascott Orchards Farm Winery License

**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:

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

Gonza deferal, manager

Title

MANAGER

Date

1/26/2022

Additional Space

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for providing additional space for responses to questions.

2013-BWNP-01332-O

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 LLC

3. 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

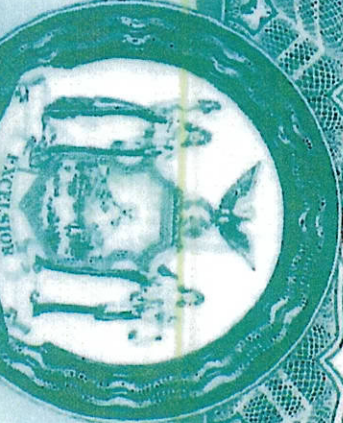
REASON FOR AMENDMENT

DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

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
Vincent G. Bradley
Chairman

Certificate No. 60922737

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.

FOLD AND TEAR HERE

FOLD AND TEAR HERE

GREAT BARRINGTON FARMERS' MARKET (/)
home (/)
snap, wit, and hip (/nutritionassistance)
about
visit (/visit)
the market team (/meet-us)
support the market (/donate)
for vendors (/vendor-information-and-resources)
vendor application (/vendorapp)
news (/news)
meet our vendors (/read-me)

Selectboard Meeting Packet for May 23, 2022
Item 5.1 Samascott Orchards Farm Winery License



YOUR FRIENDS AND NEIGHBORS

*"I love saying hello to friends and visitors at the market, and helping them to discover our products" -JP
Justamere Tree Farm*

meet our vendors

PRODUCE

Indian Line Farm (<http://www.indianlinefarm.com/>)

Markristo Farm (<http://www.markristofarm.com/>)

MX Morningstar Farm (<http://www.mxmorningstarfarm.com/>)

Maynard Farm (<http://www.maynardfarms.com/>)

Mill River Farm (<http://millriverfarm.org/>)

Samascott Orchard (<https://www.samascott.com/>)

MEAT AND CHEESE

Cricket Creek (<http://cricketcreekfarm.com/>)

Off the Shelf Eggs (<https://offtheshelffarm.com/>)

R+G Cheese Maker (<https://www.rgcheese.com/>)

North Plain Farm (<http://www.northplainfarm.com/>)

MayFlower Farm (<https://mayflowerfarm.net/>)

BAKED GOODS

Berkshire Mountain Bakery (<http://berkshiremountainbakery.com/>)

Our Daily Bread (<http://www.odbefree.com/>)

PREPARED FOODS

Hosta Hill (<http://www.hostahill.com/>)

Justamere Tree Farm (<http://www.justameretreefarm.com/>)

Crooked Stick Pops (<https://crookedstickpops.com/>)

INTERESTED IN BEING A MARKET VENDOR? (/VENDORS)

GREAT BARRINGTON FARMERS MARKET, 18 CHURCH STREET, GREAT BARRINGTON, MA, 01230, UNITED
STATES GBFMMANAGER@GMAIL.COM ([MAILTO:GBFMMANAGER@GMAIL.COM](mailto:GBFMMANAGER@GMAIL.COM))

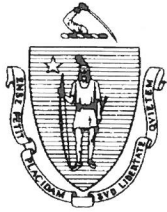
Powered by Squarespace ([http://www.squarespace.com?](http://www.squarespace.com?channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3)
[channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3](http://www.squarespace.com?channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3))

**TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING**

The Selectboard will hold a public hearing on Monday, April 25, 2022 at 6:00 PM, via Zoom to act on the application of Price Chopper Operating Co. of Massachusetts, Inc. d/b/a Market 32 by Price Chopper at 300 Stockbridge Road for a Wine and Malt Package Store License, James Collins Manager.

Stephen Bannon
Chair

Continued to May 11, 2022



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

Great Barrington

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

§15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

This is an application for a New Section 15 Annual Wines and Malt Liquor License to be exercised at 300 Stockbridge Road, Great Barrington.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

Price Chopper Operating Co. of Massachusetts, Inc.

FEIN

14-1454167

DBA

Market 32 by Price Chopper

Manager of Record

James Collins

Street Address

300 Stockbridge Road, Great Barrington, MA 01230

Phone

518-379-1421

Email

legal461nott@pricechopper.com

Alternative Phone

Website

www.pricechopper.com

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

In whole of said premises, totaling +/- 46,373 sq ft with two (2) entrances and two (2) exits, main sales floor and mezzanine, and storage in the rear.

Total Square Footage:

46,373

Number of Entrances:

2

Seating Capacity:

11

Number of Floors

1 + mezzanine

Number of Exits:

2

Occupancy Number:

639

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Eugene Richard

Phone:

781-817-4444

Title:

Attorney

Email:

generichard@hrsllp.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	09-21-1959
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
The Golub Corporation	461 Nott Street, Schenectady, NY 12308		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
owner	100	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Blaine R. Bringhurst	[REDACTED]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jody J. Plonski	[REDACTED]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
James H. Peterson	[REDACTED]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Carrie A. Terraferma	[REDACTED]		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No



Submitted with no effect on MA 230-2022
 Item 6. a. Price Chopper's application for a Beer and Wine Package Store License
The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

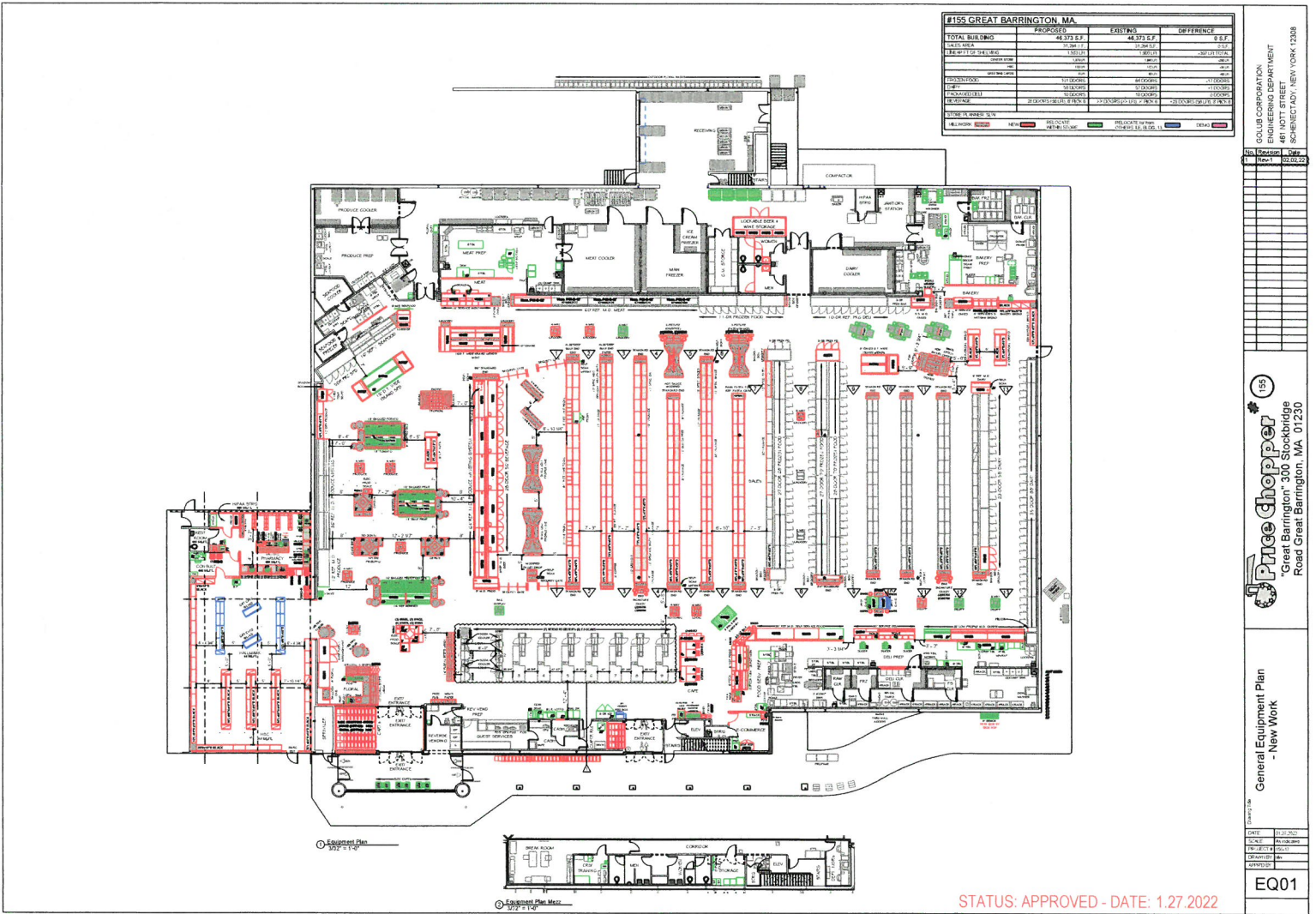
For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input style="width: 150px; height: 20px;" type="text"/> | | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Selectboard Meeting Packet for May 23, 2022
 Item 6. a. Price Chopper's application for a Beer and Wine Package Store License



GOLUB CORPORATION
 ENGINEERING DEPARTMENT
 155
 PRICE CHOPPER
 155
 "Great Barrington" 300 Stockbridge
 Road Great Barrington, MA 01230
 General Equipment Plan
 - New Work
 EQ01
 STATUS: APPROVED - DATE: 1.27.2022

EXECUTIVE SUMMARY

TITLE: Short-Term Rental bylaw

BACKGROUND: As discussed at the March 7 Selectboard meeting on this topic, the Assistant Town Manager and Town Manager met with the Chair and Vice Chair on March 23, in order to discuss several areas of the short term rental bylaw on which the board that as a whole could not resolve during the March 7 meeting.

At previous meetings the board had agreed to a set of three purposes, and also had voted to not treat primary residents and second homeowners differently. But agreement could not be reached about several key items including the number of licenses, how many days an STR could be offered, and what types of ownership would be eligible.

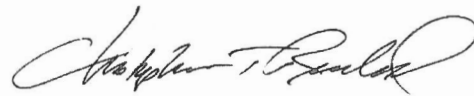
Staff has revised the bylaw based on meeting with the Chair and Vice Chair. Attached is the proposed draft. This may represent a final draft to which at least a majority of the board members can agree, and can vote to issue for a public review period and/or comment session. After that, the board could vote whether or not to amend the draft and place the proposal on the warrant for the Annual Town Meeting.

Key revisions made for this draft are summarized below:

<u>Revisions / items to highlight in this draft:</u>	<u>Accomplishes</u>
1 An STR can be in a primary unit or a secondary unit	Purpose 1
2 Unlimited days if Owner is on premises	Purpose 1
3 150 day limit if Owner is not on premises	Purpose 3 and 1
4 An Owner may have only one STR	Purpose 3 and 1
5 No corporations, LLCs are ok, but the LLC details must be disclosed at registration	Purpose 3
Other items that unchanged	
6 Registration required	Purpose 2
7 Certain requirements during operation	Purpose 2
8 Inspections	Purpose 2

RECOMMENDATION: After review and discussion the Selectboard vote to include a version of this draft on the town meeting warrant.

WRITTEN BY:



DATE: 5/19/22

Assistant Town Manager /
Director of Planning and Community Development

APPROVED BY:



DATE: 5/20/22

Town Manager

DRAFT Bylaw for Short Term Rentals, for 5/23/22 SB meeting

SHORT-TERM RENTAL OF RESIDENTIAL PROPERTIES

Purpose and Intent.

Pursuant to the authority of G.L. c.64G, the Town establishes these regulations to balance private, neighborhood, and municipal interests. These regulations are intended to:

1. Enable residents to earn extra money from their properties to better afford to live here, maintain their properties, and contribute to the community.
2. Minimize public safety and health risks.
3. Deter commercial interests from buying housing to use primarily as short-term rental businesses.

Definitions.

For this Chapter, the following terms shall have the definitions indicated.

Owner. Any person whom alone, or severally with others, has legal or equitable title or beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC or a Trust. The Owner may also be referred to as the Operator, or the Host.

Short-Term Rental. The rental of a whole or a portion of a residential or secondary dwelling unit, in exchange for payment, as residential accommodations for not more than thirty consecutive days, excluding a Hotel, Motel, or Lodging House or Tourist Home for Transient Guests as defined and permitted under the Zoning Bylaw.

Regulations.

No dwelling unit or part thereof may be offered as a Short-Term Rental within the Town of Great Barrington unless it is registered annually with the Town through an application process approved by the Selectboard and in accordance with this Chapter, and registered with the Commonwealth of Massachusetts Department of Revenue in accordance with applicable laws.

An Owner may register to operate only one dwelling unit as a Short-Term Rental. If a person owns two properties, or owns one and is listed as a manager or agent for a second that is owned by an LLC, for example, that person must choose one or the other to be registered as a Short-Term Rental. No person shall have more than one legal or equitable title or beneficial interest in any dwelling unit used for a Short-Term Rental except as provided for above. An Owner may hire a property management company to list and manage Short-Term Rentals, but the registration must be in the Owner's name.

Up to two bedrooms in a dwelling unit or an entire secondary unit on the same parcel may be registered and rented as a Short-Term Rental by right. The registered Short-Term Rental may be rented for an unlimited number of days per year, provided that the Owner is residing in one of the dwelling units on premises at the time of the rental. In cases where the Owner is not residing on premises at the time of the rental, no unit or portion thereof may be rented more than 150 days per year.

Short-Term Rentals are prohibited in dwelling units owned by a corporation. Short-Term Rentals are permitted in dwelling units owned by an LLC or Trust only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time

of registration.

Short-Term rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to affordability covenants or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.

An Owner shall not register or offer a rental unit subject to a long term lease as a Short-Term Rental, nor shall a tenant offer his/her/their rental unit as a Short-Term Rental.

Requirements for Short-Term Rental Operations:

1. An Owner shall post in any Short-Term Rental unit the following information in a conspicuous place:
 - a. the Owner's certificate of registration with the Town;
 - b. Short-Term Rental street address;
 - c. Contact information for the Operator and whom to call in an emergency;
 - d. Instructions for recycling and waste disposal;
 - e. Notice that dogs must be leashed when outdoors if not in a securely fenced enclosure;
 - f. Notice that no excessive noise shall occur after 8:00 PM or earlier than 8:00 AM.
2. Each unit shall contain functional smoke detectors, carbon monoxide alarms, and a properly maintained and charged multi-purpose fire extinguisher.
3. A Short-Term Rental is not allowed on any property with outstanding violations of Building, Fire, Health codes, and/or Town Bylaws.
4. Events that include amplified music or tents which would customarily require a license or permit are prohibited.
5. Signs on the property advertising the Short-Term Rental are prohibited.

Inspection.

Short-Term Rentals may be subject to inspection by the Great Barrington Health Department, Fire Department, and/or the Building Inspector. Short-Term Rental Owners are required to provide access for the purpose of conducting safety inspections when necessary. Failure to provide access to an inspector upon request and after proper notice will invalidate the license to operate a Short-Term Rental until an inspection by the appropriate authority has been conducted, and all violations have been addressed to the satisfaction of the Department and/or the Town. Failure to comply with orders to correct deficiencies may result in fines or refusal to allow license renewal.

Owners can appeal a written violation within 21 days of notice in accordance with M. G. L. Ch. 40 § 21D.

In the event that there are three or more violations within a twelve-month period, Short-Term Rental Registrations may be revoked and permanently denied by a vote of the Selectboard.

Penalties.

If any Owner violates any provision of this bylaw, the Owner may be subject to a civil penalty in accordance with M. G. L. Ch. 40 § 21D, with the following:

- \$100 1st Offense
- \$200 2nd Offense
- \$300 3rd Offense and each subsequent offense

Each day that a violation exists constitutes a separate offense.

Selectboard Authority. The Selectboard shall have the authority to create a registration application form, set registration fees, and adopt rules, regulations, policies or procedures to implement the provisions of this Chapter. The registration process shall require an Owner to include the address of the unit to be registered, to list the names of all organization members if owned by a legal entity, and to provide verifiable documentation of the owners or members of that legal entity.

Severability. If any provision in this section shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

Effective Date. The provisions of this Bylaw “Short-Term Rental of Residential Properties” shall take effect on January 1, 2023.

TOWN OF GREAT BARRINGTON
2022 ANNUAL TOWN MEETING, JUNE 6, 2022

INDEX OF WARRANT ARTICLES

Warrant Articles marked with an asterisk () are currently under legal review*

As of 5/19/2022

1. Authorize Revolving Fund Limits
2. Elected Officials' Salaries
3. MassDOT Chapter 90 Funds
4. FY23 Operating Budget
5. Borrowing Authorization for Capital Items
6. Authorize funding of Community Programs
7. FY23 Wastewater Treatment Plant Budget
8. Borrowing Authorization for Wastewater Capital Items
9. FY23 Regional School Assessment
10. Borrowing Authorization for Berkshire Hills Regional School District
11. FY23 Out of District Vocational Tuition and Transportation
12. Authorize use of Free Cash to Reduce the Tax Levy
13. Authorization to pay Prior Fiscal Year's Invoices
14. Authorize funding to the Stabilization Account
15. Authorize funding to the Capital Stabilization Account
16. Rescinding of old Borrowing Authorizations
17. Community Preservation Fund Reserves/Appropriations
18. Community Preservation Projects
19. Borrowing Authorization for Memorial Field Improvements
20. Authorize the Selectboard to dispose of 426 Park Street, Housatonic
21. Authorize the Selectboard to Grant an Easement on land at the transfer station, 601 Stockbridge Road, to the Massachusetts Electric Company, a/k/a National Grid
22. Zoning: Amend the Floodplain Overlay District regulations and definitions
23. Zoning: Amend the Accessory Dwelling Unit regulations
24. Zoning: Amend Certain Regulations for Two-Family Residential Use
25. Amend Chapter 153, Streets and Ways, Article III, Common Driveways
26. Request for Special Legislation to exempt future members of the Police Department from the Provisions of the Commonwealth's Civil Service Law
27. Senior Tax Deferral Program Amendments (include statute reference)
28. Resolution in Support of Changing the State Flag and Seal of Massachusetts.
29. *Accept MGL Chapter 64G section 3D(a) to impose a 3% impact fee on "professionally managed" short term rentals**
30. *Accept MGL Chapter 64G section 3D(b) to impose a 3% impact fee on short term rentals in two- or three-family dwellings**
31. *Appropriate 100% of any impact fees collected under Ch 64G 3D(a) or (b) to the Affordable Housing Trust Fund (question for Sue, Mark or David- maybe this article doesn't happen until next TM, i.e., after money has actually been collected, and then is voted every year?)**
32. *Adopt Bylaw Governing Short Term Rentals**
33. Citizen Petition: Proposed Short-Term Rental Bylaw

WARRANT
ANNUAL TOWN MEETING
2022

COMMONWEALTH OF MASSACHUSETTS BERKSHIRE, SS

To Paul E. Storti, Chief of Police of the Town of Great Barrington, in said Berkshire County,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the Inhabitants of said town, qualified to vote in town affairs, to meet at the Monument Mountain High School Parking Lot in Great Barrington on Monday, June 6th, 2022 and if needed June 9th, 2022 at 6:00 P.M., then and there to act on the following:

ARTICLE 1: AUTHORIZE REVOLVING FUND LIMITS

To see if the Town will vote to fix the maximum amount that may be spent during fiscal year 2023 beginning on July 1, 2022 for the revolving funds as established in the Town's by-laws for certain departments, boards, committees, commissions, agencies or officers in accordance with M.G.L. Chapter 44, Section 53E ½; or take any other action relative thereto.

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2023 Spending Limit
Plumbing Inspections	Building Department	\$20,000
Wiring Inspections	Building Department	\$60,000
Gas Inspections	Building Department	\$15,000
Cemetery	Public Works Department	\$ 5,000
COA Transportation	Council on Aging	\$40,000

Recommended by the Finance Committee and Selectboard

ARTICLE 2: ELECTED OFFICIALS' SALARIES

To see if the Town will vote to fix the salaries of all elected officials for the period of July 1, 2022 to June 30, 2023 as indicated below:

Elected Officials' Salaries:

Selectboard: \$24,500 (\$4,900 per Selectboard member)

Recommended by the Finance Committee and Selectboard

ARTICLE 3: MASSDOT CHAPTER 90 FUNDS

To see if the Town will vote to accept any and all funds being provided by the Commonwealth of Massachusetts Department of Transportation (MassDOT), under the provisions of Chapter 90 of the Massachusetts General Laws, to pay for such costs as allowed by appropriate legislation in connection with the maintenance, repair, and construction of town ways and bridges; or to take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 4: FY23 OPERATING BUDGET

To see if the Town will vote to raise and appropriate or transfer from available funds such sums of money necessary for the operation of the several departments in the Town for the ensuing year for the purposes outlined below; or to take any other action relative thereto.

General Government

Town Manager/Selectboard	\$435,555
Finance Committee/Reserve Fund	117,800
Finance Director/Town Accountant	159,880
Technology	274,000
Assessors' Office	187,645
Treasurer/Collector	230,860
Human Resources	19,509
Town Clerk/Elections	150,657
Conservation Commission	31,245
Planning Board	5,450
Zoning Board of Appeals	1,300
Office of Planning/Community Development	146,905

Public Safety

Police Department	\$1,866,875
Fire Department	723,795
Communications/Emergency Management	19,790
Building Inspector	183,665
Animal Control	12,200

Department of Public Works

Buildings and Grounds	\$804,340
Highway	1,861,433

Cultural/Recreation/Human Services

Health Department	\$125,295
Human Services	35,000
Council on Aging	164,431
Veterans' Affairs	147,935
Libraries	586,040
Parks & Recreation	122,000
Various Boards/Commissions	15,500

Miscellaneous

Insurance	\$1,876,000
Debt Service	2,304,328
Retirement	1,051,805
Celebrations & Events	15,000

Total General Fund \$13,676,238

Recommended by the Finance Committee and Selectboard

ARTICLE 5: BORROWING AUTHORIZATION FOR CAPITAL ITEMS

To see if the Town will vote to appropriate \$4,800,028 or any other sum of money, in the following approximate amounts and for the following purposes, and for the payment of all other costs incidental and related thereto, and to determine whether this appropriation shall be raised by taxation, transferred from available funds, borrowing or otherwise; or to take any other action relative thereto.

<u>Capital Items</u>	
Street and Bridge Improvements	\$3,425,000
Building & Grounds Improvements	930,000
Police Cruiser (2)	115,000
Police Station Surveillance Cameras (5)	18,000
Police Body Cameras (6)	40,000
Highway Truck	170,900
Roadside Mower	51,128
Parks Improvements	50,000
Total	4,800,028

Recommended by the Finance Committee and Selectboard

ARTICLE 6: AUTHORIZE FUNDING OF COMMUNITY PROGRAMS

To see if the Town will vote to appropriate from Free Cash a sum of money representing amounts received under host community agreements with marijuana establishments to fund various community programs, under an application and approval process to be administered by the Town Manager; or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 7: FY23 WASTEWATER TREATMENT PLANT BUDGET

To see if the Town will vote to appropriate from the receipts of the Wastewater Treatment Plant such sums of money necessary for the operation of the Sewer Division for the ensuing year for the purposes outlined below; or to take any other action relative thereto.

<u>Wastewater Treatment Plant</u>	
Salaries	\$515,482
Expenses	834,900
Insurance/Benefits	333,632
Miscellaneous/Transfers	200,000
Debt Service	774,478
Total Wastewater Treatment Plant	\$2,658,492

Recommended by the Finance Committee and Selectboard

ARTICLE 8: BORROWING AUTHORIZATION FOR WASTEWATER CAPITAL ITEMS

To see if the Town will vote to appropriate \$405,300 or any other sum of money, for Wastewater capital improvements, in the following approximate amounts and for the following purposes, and for the payment of all other costs incidental and related thereto, and to determine whether this appropriation shall be raised by taxation, transferred from available funds, borrowing or otherwise; or to take any other action relative thereto.

Wastewater Capital Items

Primary Clarifier Equipment Replacement	\$103,700
Pickup Truck	64,600
Engineering	100,000
High Pressure Sewer Cleaner	137,000
Total	\$405,500

Recommended by the Finance Committee and Selectboard

ARTICLE 9: FY23 REGIONAL SCHOOL ASSESSMENT

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of Eighteen Million, Four Hundred Sixty-Two Thousand, Two Hundred and Four Dollars (\$18,462,204) for the operating assessment, and Four Hundred Eighty-Four Thousand, Four Hundred and Twenty-Nine Dollars (\$484,429) for the capital assessment, for a total assessment of Eighteen Million, Nine Hundred Forty-Six Thousand, Six Hundred and Thirty-Three Dollars (\$18,946,633) of the Berkshire Hills Regional School District; or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 10: BORROWING AUTHORIZATION FOR BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

To see if the Town will vote to approve the \$1,500,000 borrowing authorized by the Berkshire Hills Regional School District, for the purpose of paying costs of the Feasibility and Schematic Design Study for the Monument Mountain Regional High School located at 600 Stockbridge Road, Great Barrington, MA, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (MSBA), said amount to be expended at the direction of the Berkshire Hills Regional School District School Building Committee, and with the understanding that the MSBA's grant program is a non-entitlement, discretionary program, based on need, as determined by the MSBA, and any Study costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities; and that any grant that the District may receive from the MSBA for the Study shall be as set forth in the Feasibility Study Agreement that may be executed between the District and the MSBA.

Recommended by the Finance Committee and Selectboard

ARTICLE 11: FY23 OUT OF DISTRICT VOCATIONAL TUITION AND TRANSPORTATION

To see if the Town will vote to raise and appropriate \$250,000 to fund the Fiscal Year 2023 tuition and transportation for out of district vocational education, in accordance with Chapter 74 of the Massachusetts General Laws; or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 12: AUTHORIZE USE OF FREE CASH TO REDUCE THE TAX LEVY

To see if the Town will vote to authorize the use of Free Cash to reduce the tax levy for Fiscal Year 2023; or to take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 13: AUTHORIZATION TO PAY PRIOR FISCAL YEAR INVOICES

To see if the Town will vote to authorize the payment of prior fiscal year invoices from the FY22 Police Department budget in the amount set forth below; or take any other action relative thereto.

Police Department:

\$861.36 to Berkshire Bike and Board Account Number: 01210-

Fire Department:

\$253.98 to Grainger Account Number: 01220-52450

Department of Public Works:

\$698.05 to Cummins Sales and Service Account Number: 01422-52450

Insurance:

\$386.25 to Berkshire Medical Center Account Number: 01945-57500

\$52.50 to All One Health Account Number: 01945-57500

Recommended by the Finance Committee and Selectboard

ARTICLE 14: AUTHORIZE FUNDING TO THE STABILIZATION ACCOUNT

To see if the Town will vote to appropriate from Free Cash a sum of money to the Stabilization Fund, or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 15: AUTHORIZE FUNDING TO THE CAPITAL STABILIZATION ACCOUNT

To see if the Town will vote to appropriate from Free Cash a sum of money to the Capital Stabilization Fund, or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 16: RESCINDING OF OLD BORROWING AUTHORIZATIONS

To see if the Town will vote to rescind the following amounts that have been authorized to be borrowed by vote of Town Meeting, but which are no longer needed for the purposes for which they were initially approved:

Unused Amount	Date of Approval	Warrant Article	Original Purpose
\$ 21,400	5/7/2012	9	FY13 Sewer System Improvements - Phase 1
\$ 1,464	5/4/2015	5	FY16 Dump Truck
\$ 29,000	5/9/2016	4	FY17 Dump Truck
\$ 155,000	5/9/2016	4	FY17 Fire Dept Air Packs
\$ 11,910	5/1/2017	4	FY18 Highway Dump Truck
\$ 8,000	5/1/2017	4	FY18 Police Cruisers
\$ 1,850	5/1/2017	4	FY18 Engineering
\$ 700	5/1/2017	4	FY18 Fiber Optic/FY21 Housatonic Broadband
\$ 1,100	5/1/2017	4	FY18 Highway Skid Steer
\$ 200	5/7/2018	4 (iii)	FY19 Police Cruisers
\$ 2,500	5/7/2018	4 (v)	FY19 Highway Service Truck
\$ 1,300	5/7/2018	4 (vi)	FY19 Cemetery Mower
\$ 2,500	5/7/2018	4 (vii)	FY19 Cemetery Leaf Blower
\$ 14,000	5/6/2019	7(iii)	FY20 Police Cruisers (2)
\$ 80,000	5/6/2019	7(iv)	FY20 Dump Trucks (3)
\$ 19	5/6/2019	7(v)	FY20 Portable Radios (6)
\$ 25,000	5/6/2019	7(vii)	FY20 Telecommunication System Upgrade

or take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 17: COMMUNITY PRESERVATION FUND RESERVES & APPROPRIATIONS

To see if the Town will vote to appropriate, or reserve for future appropriation, from the Community Preservation Fund, the following amounts recommended by the Community Preservation Committee for FY23, with each item considered a separate appropriation; or to take any other action relative thereto.

Reserves:

From FY23 revenues for Historic resources reserve	\$55,000
From FY23 revenues for community housing reserve	\$55,000
From FY23 revenues for open space reserve	\$55,000

Appropriations:

From FY23 revenues for administrative expenses	\$20,000
Balance of FY23 revenues for FY23 budgeted reserve	\$365,000

Recommended by the Community Preservation Committee

ARTICLE 18: COMMUNITY PRESERVATION PROJECTS

To see if the Town will vote to appropriate from the Community Preservation Fund for FY23 the following amounts recommended by the Community Preservation Committee with each item to be considered a separate appropriation; or to take any other action relative thereto.

		Source of Appropriation	
Project	Total Appropriation	FY23 Revenues	Fund Balance
<i>Affordable Housing</i>			
1 Town, Affordable Housing Trust Fund	\$200,000	\$200,000	
2 Construct, Inc., predevelopment costs for the Eagle Cliff apartments	\$50,000		\$50,000
3 CDCSB, predevelopment costs for the Berkshire Cottages development	\$350,000	\$350,000	
Subtotal, Affordable Housing	\$600,000		
<i>HISTORIC RESOURCES</i>			
4 Town, engineering and design for the Castle Street pedestrian underpass steps/shelter	\$25,000		\$25,000
5 Alander Group, for historic repairs and restoration of 343 Main Street	\$250,000		\$250,000
Subtotal, Historic Resources	\$275,000		
<i>OPEN SPACE & RECREATION</i>			
6 Town, for vegetation assessment in Lake Mansfield	\$7,000		\$7,000
7 Conservation Commission for the McAllister Wildlife Refuge preservation project	\$35,000		\$35,000
Subtotal, Open Space & Recreation	\$42,000		
TOTAL	\$917,000		

Recommended by the Community Preservation Committee

ARTICLE 19: Borrowing Authorization for Memorial Field Improvements

To see if the Town will vote to appropriate \$500,000 or any other sum of money, as authorized under section 11 of the Community Preservation Act, Massachusetts General Laws chapter 44B, for a term of 15 years, for improvements to Memorial Field, and for the payment of all other costs incidental and related thereto, and to determine whether this appropriation shall be raised by taxation, transferred from available funds, borrowing or otherwise; or to take any other action relative thereto.

Recommended by the Finance Committee and Selectboard

ARTICLE 20: DISPOSITION OF 426 PARK STREET

To see if the Town will vote to transfer from the Treasurer/Collector the custody and control of the property located at and known as 426 Park Street, Housatonic, shown on and identified as Assessors' Map 2, Parcel 29, to the

Selectboard for purposes of sale, transfer, or other disposition, and to authorize the Selectboard to complete such sale, transfer, or other disposition on terms acceptable to the Selectboard, and to authorize the Selectboard to execute all documents and take all actions necessary to complete such sale, transfer, or other disposition, or to take any other action relative thereto.

ARTICLE 21: EASEMENT TO THE MASSACHUSETTS ELECTRIC COMPANY

To see if the Town will vote to authorize the Selectboard to grant a permanent easement of approximately 1,650 square feet, at 601 Stockbridge Road, to the Massachusetts Electric Company, a/k/a National Grid, in connection with the installation of manholes and associated infrastructure needed to access and maintain underground electrical cable on the Route 7 corridor, as shown on the easement plan prepared for the Massachusetts Electric Company, dated March 14, 2022, by Colliers Engineering & Design, Albany, NY, a copy of which is on file with the Town Clerk, or to take any other action relative thereto.

ARTICLE 22: ZONING - FLOODPLAIN OVERLAY DISTRICT

To see if the Town will vote to amend Section 9.1, Floodplain Overlay District, and Section 11.0, Definitions, of the Zoning Bylaw, as set forth in this article, or to take any other action relative thereto.

Purpose of the Amendments: These amendments are proposed in order to ensure the Town's local zoning regulations reflect at least the minimum requirements of the National Flood Insurance Program (NFIP) so that the community can continue to participate in the program.

Proposed deletions of existing text are ~~struck through~~

Proposed insertions are underlined

Amend Section 9.1 as follows:

9.1.1 Purpose. The Flood Plain Overlay District (FPOD) has been established to provide that lands in the town subject to seasonal or periodic flooding shall not be used for residential or other purposes in such a manner as to endanger the health or safety of the occupants thereof, or of the public, and to assure the continuation of the natural flow pattern of the watercourses within the town in order to provide adequate and safe floodwater storage capacity to protect persons and property against the hazards of flood inundation. It is further intended to protect, preserve and maintain the water table and water recharge areas within the town so as to preserve present and potential water supplies for the public health and safety of the residents of the town.

9.1.2 Definitions. Pertinent definitions of flood zones delineated in Great Barrington (e.g., Zone A, Zone A1-30, etc.) may be found in the US Code of Federal Regulations, Title 44, Part 64.3. Additional terms applicable to the FPOD are found in Section 11 of this Bylaw and US Code of Federal Regulations, Title 44, Part 59.

9.1.23 Location. The general boundaries of the FPOD are shown on the Great Barrington Flood Insurance Rate Map (FIRM), dated July 19, 1982, as Zones A and A-1-30 to indicate the one-hundred-year floodplain. The exact boundaries of the district are defined by the flood profiles contained in the Flood Insurance Study, dated July 19, 1982. The floodway boundaries are delineated on the Great Barrington Flood Boundary and Floodway Maps (FBFM), dated January 19, 1982, and further defined by the floodway data tables contained in the Flood Insurance Study. These two maps, as well as the accompanying study, are incorporated in this

Bylaw by reference and are on file with the Town Clerk, Planning Board, Inspector of Buildings and Board of Health.

In A Zones, in the absence of FEMA base flood elevation data and floodway data, the Building Department will obtain, review and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other source as criteria for requiring new construction, substantial improvements, or other development in Zone A to comply with one or more of the following: elevating residential structures to or above base flood level; floodproofing or elevating nonresidential structures to or above base flood level; and prohibiting encroachments in floodways.

The two above-referenced maps and related study cover specifically the Housatonic River, Green River, Williams River and Alford Brook and related wetlands. There are other inland wetlands that are covered and are shown generally on a map prepared by Robert G. Brown & Associates, Inc., and entitled "Delineation and Description of the Green, Williams and Housatonic River Flood Plain and the Inland Wetlands in the Town of Great Barrington, Massachusetts," dated 1974. In cases of conflict between the Robert G. Brown and Associates, Inc., and FIRM and FBFM maps, the latter two maps shall govern.

~~**9.1.3 Zone A.** Within Zone A, where the one hundred year flood elevation is not provided on the FIRM, the developer/applicant shall obtain all existing flood elevation data, and they shall be reviewed by the Planning Board. If the data are sufficiently detailed and accurate, they shall be relied upon to require compliance with this Bylaw and the State Building Code. These two referenced maps and related study cover specifically the Housatonic River, Green River, Williams River and Alford Brook and related wetlands. There are other inland wetlands that are covered and are shown generally on a map prepared by Robert G. Brown & Associates, Inc., and entitled "Delineation and Description of the Green, Williams and Housatonic River Flood Plain and the Inland Wetlands in the Town of Great Barrington, Massachusetts," dated 1974. In cases of conflict between the Robert G. Brown and Associates, Inc., and FIRM and FBFM maps, the latter two maps shall govern. The base (one hundred-year) flood elevations at any given point between any two successive control points (cross sections) as shown on the floodplain maps have been determined using topographic maps at a scale of 1:4,800, with a contour interval of five feet, this forming the flood boundary shown for the entire length of the Housatonic River, Green River, Williams River and Alford Brook on the series of Flood Boundary and Floodway Maps.~~

9.1.4 Floodways. All encroachments, including fill, new construction, substantial improvements to existing structures and other developments in the floodway are prohibited unless certification by a professional engineer registered and licensed in the Commonwealth of Massachusetts is provided by the applicant demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the one-hundred-year flood. Any encroachment meeting the above standard shall comply with the floodplain requirements of the State Building Code.

In A Zones along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

9.1.45 Special Permit Required. Any person desiring to establish any permitted use in a FPOD involving or requiring the erection of new structures and/or alteration or moving of existing structures or dumping, filling, transfer, relocation or excavation of earth materials or storage of materials or equipment, or parking of recreational vehicles, shall submit an application for a special permit to the Special Permit Granting Authority (SPGA) Selectboard in accordance with the provisions of Section 10.4. The Selectboard shall be the SPGA for floodplain special permits.

Such special permit application shall describe in detail the proposed use of the property and the work to be performed and shall be accompanied by plans as specified therein. In addition to the information required thereby, such plans shall also include boundaries and dimensions of the lot, existing and proposed drainage easements, all existing and proposed fill, existing and proposed sewage disposal facilities, means of access and mean sea-level elevation, with contour separation of two feet or less, of the existing and proposed land surface, cellar floor and first floor. All plans shall be prepared and certified by a professional engineer registered and licensed in the Commonwealth of Massachusetts.

The special permit application shall include a checklist of all local, state and federal permits that will be necessary in order to carry out the proposed development in the FPOD. The applicant must acquire all necessary permits, and must submit the completed checklist demonstrating that all necessary permits have been acquired prior to issuance of any permit by the Building Inspector.

9.1.5 Submittals. The SPGA shall ensure that the applicant provides sufficient information to determine:

- ~~1. That the floor level of areas to be occupied by human beings as living or working space shall be at a safe elevation;~~
- ~~2. That furnaces and utilities are protected from the effects of flooding and that the structure will withstand the effects of flooding in accordance with the State Building Code;~~
- ~~3. That the proposed construction, use or change of grade will not obstruct or divert the flood flow, reduce natural water storage or increase stormwater runoff so that water levels on other land are substantially raised or danger from flooding increased;~~
- ~~4. That safe vehicular and pedestrian movement to, over and from the premises is provided in the event of flooding; and~~
- ~~5. That the proposed methods of drainage and sewage disposal are approved by the Board of Health and will not cause pollution or otherwise endanger health in the event of flooding.~~

9.1.6 Decision. The SPGA may issue a special permit in compliance with all applicable provisions of this Bylaw, for establishment or alteration of a permitted use in a FPOD, provided that the Selectboard determines the following. Such findings shall be in addition to the findings required by Section 10.4.

1. The use would otherwise be permitted if such land were not, by operation of this section, in the FPOD;
2. The use of such land for the proposed purpose will not interfere with the general purpose for which such FPODs have been established;
3. That the floor level of areas to be occupied by human beings as living or working space shall be at an elevation in accordance with the State Building Code;
4. That furnaces and utilities are protected from the effects of flooding and that the structure will withstand the effects of flooding in accordance with the State Building Code;
5. That the proposed construction, use or change of grade will not obstruct or divert the flood flow, reduce natural water storage or increase stormwater runoff so that water levels on other land are substantially raised or danger from flooding increased;
6. That safe vehicular and pedestrian movement to, over and from the premises is provided in the event of flooding; and
7. That the proposed methods of drainage and sewage disposal are approved by the Board of Health and will not cause pollution or otherwise endanger health in the event of flooding.

8. If Zones AO and AH exist on the applicable FIRM, that adequate drainage paths are provided around structures on slopes, to guide floodwaters around and away from proposed structures.

9.1.7 Conditions. Special permits issued under this section may be subject to such conditions as the Selectboard deems necessary in the interests of the public health, safety and welfare. The burden of proving that the proposed use will not endanger the health and safety of the occupants or the public shall rest upon the applicant, who shall provide such engineering, ecological and hydrological data as may be required by the SPGA or any state or federal agency.

~~**9.1.8 Encroachment.** All encroachments, including fill, new construction, substantial improvements to existing structures and other developments in the floodway are prohibited unless certification by a professional engineer registered and licensed in the Commonwealth of Massachusetts is provided by the applicant demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the one hundred year flood. Any encroachment meeting the above standard shall comply with the floodplain requirements of the State Building Code.~~

9.1.8. Subdivisions. All subdivision proposals and development proposals for property in the Floodplain Overlay District shall be reviewed to assure that: (1) such proposals minimize flood damage; (2) public utilities and facilities are located and constructed so as to minimize flood damage; and (3) adequate drainage is provided. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

~~**9.1.9 Effect.** Granting of a special permit under this section by the SPGA does not in any way indicate compliance with the provisions of the Wetlands Protection Act, G.L. c. 131, s. 40, which provides, among other things, that no person shall remove, fill, dredge or alter any swamp, creek, river, stream, pond or lake or any land subject to flooding, except with a written permit from the Conservation Commission.~~

9.1.9. Recreational Vehicles. If otherwise permitted in accordance with this Zoning Bylaw, in A1-30, AH, AE Zones, V1-30, VE, and V Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements, or be on the site for less than 180 consecutive days, or be fully licensed and highway ready.

9.1.10 Community Floodplain Administrator. The Town of Great Barrington hereby designates the Building Inspector to be the official Floodplain Administrator for the Town.

9.1.11 Variances from Building Code Floodplain standards. Should a proponent be granted a Building Code variance by the Commonwealth, the proponent shall notify the Building Inspector in writing, and the Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the Town's files.

The Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a Town official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the Floodplain Overlay District.

9.1.12. Variances from Zoning Bylaw related to community compliance with the National Flood Insurance Program (NFIP). The Zoning Board of Appeals may issue a variance from the requirements of

the Floodplain Overlay District in accordance with the requirements set out by State law, and a variance may only be granted if:

- 1) Good and sufficient cause and exceptional non-financial hardship exist;
- 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
- 3) the variance is the minimum action necessary to afford relief.

9.1.13 Limitations. The floodplain management regulations found in this section shall take precedence over any less restrictive conflicting local laws, ordinances or codes. The degree of flood protection required by this bylaw is considered reasonable by the Town but does not imply total flood protection. Granting of a special permit under this section by the Selectboard does not in any way indicate compliance with the provisions of the Wetlands Protection Act, G.L. c. 131, s. 40, which provides, among other things, that no person shall remove, fill, dredge or alter any swamp, creek, river, stream, pond or lake or any land subject to flooding, except with a written permit from the Conservation Commission.

9.1.14 Watercourse alterations and New data. In a riverine situation, the Building Inspector shall notify the following of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream
- Bordering States, if affected
- NFIP State Coordinator

Massachusetts Department of Conservation and Recreation

251 Causeway Street, 8th floor

Boston, MA 02114

- NFIP Program Specialist

Federal Emergency Management Agency, Region I

99 High Street, 6th Floor

Boston, MA 02110

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.)

Notification shall be submitted to:

FEMA Region I Risk Analysis Branch Chief

99 High St., 6th floor, Boston, MA 02110

And copy of notification to:

Massachusetts NFIP State Coordinator

MA Dept. of Conservation & Recreation, 251 Causeway Street, Boston, MA 02114

Amend Section 11.0 by adding the following definitions under a new entry FLOODPLAIN OVERLAY DISTRICT:

FLOODPLAIN OVERLAY DISTRICT: The following definitions shall apply in the FPOD. Reference is also made to 44 CFR §59.

DEVELOPMENT means any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

FLOOD BOUNDARY AND FLOODWAY MAP means an official map of a community issued by FEMA that depicts, based on detailed analyses, the boundaries of the 100-year and 500-year floods and the 100-year floodway. (For maps prepared in 1987 and later, the floodway designation is included on the FIRM.)

FLOOD HAZARD BOUNDARY MAP (FHBM.) An official map of a community issued by the Federal Insurance Administrator, where the boundaries of the flood and related erosion areas having special hazards have been designated as Zone A or E.

FLOODWAY. The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE means any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved state program as determined by the Secretary of the Interior, or

(2) Directly by the Secretary of the Interior in states without approved programs.

NEW CONSTRUCTION. Structures for which the start of construction commenced on or after the effective date of the Town's first floodplain bylaw, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.*

RECREATIONAL VEHICLE means a vehicle which is:

(a) Built on a single chassis;

(b) 400 square feet or less when measured at the largest horizontal projection;

(c) Designed to be self-propelled or permanently towable by a light duty truck; and

(d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - see FLOODWAY.

SPECIAL FLOOD HAZARD AREA. The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30.

START OF CONSTRUCTION. The date of issuance of a building permit for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL REPAIR OF A FOUNDATION. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR (the Massachusetts State Building Code).

VARIANCE means a grant of relief by a community from the terms of a flood plain management regulation.

VIOLATION means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3 is presumed to be in violation until such time as that documentation is provided.

ARTICLE 23: ZONING – ACCESSORY DWELLING UNITS

To see if the Town will vote to amend Section 8.2.3, item 2, of the Zoning Bylaw as set forth in this article, or to take any other action relative thereto.

Purpose of the Amendments: This amendment will ensure the Zoning Bylaw requirement regarding ADU size utilizes a measurement consistent with other portions of the Zoning Bylaw; instead of being measured by gross square footage, the ADU will be measured by net usable square feet.

Proposed deletions of existing text are struck through

Proposed insertions are underlined

Amend Section 8.2.3, item 2, as follows:

2. An ADU may not in any case be larger than 900 ~~gross-square feet~~ of net usable floor area. If a dwelling unit greater than 900 ~~gross-square feet~~ of net usable floor area is created within a single-family home, the residence will be considered a two-family dwelling and will be subject to the requirements of Section 8.1 of this Bylaw.

ARTICLE 24: ZONING – TWO-FAMILY RESIDENTIAL USE

To see if the Town will vote to amend Sections 4.2.1 and 8.1.1 of the Zoning Bylaw as set forth in this article, or to take any other action relative thereto.

Purpose of the Amendments: These amendments are proposed in order to correct internal inconsistencies in the Town's zoning regulations governing two-family residential uses, and to ensure that regulation of two-family residential use of a single lot in two separate principal structures is not overly restrictive. In 2014 and again in 2019, the Town amended the Zoning Bylaw to reduce requirements on two-family residential use of a single lot. However, those amendments inadvertently did not delete language in Sections 4.2.1 and 8.1.1 which could be interpreted in a way that makes it impossible to build two separate single family structures on otherwise conforming lots. This proposal will address that issue in keeping with previous Town Meeting votes.

Proposed deletions of existing text are ~~struck through~~

Proposed insertions are underlined

Amend Sections 4.2.1 and 8.1.1 as follows:

4.2.1 More than One Principal Structure per Lot. In any zoning district, more than one building or structure housing a principal permitted use may be erected or placed on a single lot of record, provided that area, width, frontage, yard and other requirements of this Bylaw shall be met ~~for each building or structure as though it were on an individual lot, except as otherwise provided in this Bylaw.~~

8.1.1 General. The two-family residential use of a single lot is permitted as set forth in Section 3.1.4, Table of Use Regulations. For the purposes of this section, any two dwelling units on a single lot, whether in the same building or in separate buildings, shall be considered two-family residential use, except where ~~Section 4.2.1 or~~ Section 8.2 applies. ~~In the event of two dwelling units in separate buildings, all applicable requirements of this Bylaw shall apply.~~

ARTICLE 25: COMMON DRIVEWAYS

To see if the Town will vote to amend Article III of Chapter 153 of the Town Code, Common Driveways, as set forth in this article, or to take any other action relative thereto.

Purpose of the Amendments: These amendments are proposed in order to foster good design, safe construction, and efficient use of land. The amendments will ensure the common driveway regulations set clear standards of construction, and do not conflict with the Town's zoning regulations. The existing standards for common driveways are no different than those of a standard residential driveway, despite the fact that common driveways are often longer and used by more vehicles. Also, the existing common driveway regulations limit the number of units served to three units, which is less than the Zoning Bylaw allows to be built on three adjacent lots.

Proposed deletions of existing text are ~~struck through~~

Proposed insertions are underlined

Section 153-19. General requirements and restrictions.

A. Definitions: As used in this Article, the following terms shall have the meanings indicated:

COMMON DRIVEWAY – A driveway over which two or more abutting property owners gain vehicular access to their property from a Way or a Public Way.

~~A. B.~~ Permits. Any abutting property owner(s) desiring to gain access to a way by means of a common driveway ~~that serves no more than three dwelling units~~ may do so only in accordance with the provisions of a permit issued by the Planning Board in accordance with this Section. A fee shall be paid to the Town of Great Barrington when the application is submitted to the Planning Board, and the permit shall include all applicable aspects of a permit under Articles II and III of this chapter.

C. The requirements of this Section shall not apply to Common Driveways in physical existence as of January 1, 2022 and that remain unchanged; if more units are added to the properties and will utilize the common driveway, it shall be subject to all provisions of this Section.

~~B. D.~~ Number of units accessed. A common driveway shall provide access to no more than three lots and no more than three ~~three~~ dwelling units. However, the Planning Board may permit a common driveway to serve more than three lots provided that restrictions are recorded, in a deed or other covenant or agreement, which would prevent more than a total of nine dwelling units being accessed by the common driveway.

~~C. E.~~ Frontage. Frontage on a common driveway may not be used to satisfy zoning frontage requirements. Each lot passed by the common driveway shall have access on a way acceptable to the Planning Board.

~~D. F.~~ Design requirements. ~~Design requirements for e~~Common driveways serving not more than three dwelling units shall be designed and constructed to the same standards as those for driveways under Section 153-14A through K of the Town Code ~~Subdivision Rules and Regulations of the Great Barrington Planning Board.~~

Common driveways serving between four and six dwelling units shall be designed and constructed to the same standards as a “Small Lane” as set forth in the Subdivision Rules and Regulations of the Great Barrington Planning Board, however the requirements for a Right-of-Way, shoulders, and asphalt paved surface shall not apply to common driveways.

Common driveways serving between seven and nine dwelling units shall be designed and constructed to the same standards as a “Minor Way” as set forth in the Subdivision Rules and Regulations of the Great Barrington Planning Board, however the requirements for a Right-of-Way, shoulders, cul-de-sac, and asphalt paved surface shall not apply to common driveways.

The design of any common driveway also shall, in the opinion of the Superintendent of Public Works, Fire Chief, and Police Chief ~~Board of Selectmen and the Highway Superintendent,~~ assure adequate safety and access for emergency vehicles.

~~E. G.~~ Origin of driveway. A common driveway must originate on approved frontage.

~~F. Minimum width.~~ The traveled way shall have a minimum width of 14 feet.

~~G. H.~~ Easements. The application for a common driveway must be accompanied by a declaration of covenants, easements and restrictions for the use and maintenance of said common drives.

~~H. I.~~ The sale of lots and/or the erection of buildings is prohibited until such time as the common driveway has been constructed in accordance with the permit approval plan and until the ~~Board of Selectmen~~ Planning Board has written verification that all covenants, easements and restrictions have been recorded in the Southern Berkshire Registry of Deeds.

ARTICLE 26: REQUEST FOR SPECIAL LEGISLATION TO EXEMPT FUTURE MEMBERS OF THE POLICE DEPARTMENT FROM THE PROVISIONS OF THE COMMONWEALTH'S CIVIL SERVICE LAW

To see if the Town will vote to authorize the Selectboard to petition the General Court for special legislation entitled, "An Act Providing that Future Members of the Police Department of the Town of Great Barrington Shall Be Exempt from the Provisions of the Commonwealth's Civil Service Law, M.G.L. c. 31," a copy of which is on file with the Town Clerk, and substantially in the form thereof, provided, that the General Court may reasonably vary the form and substance of the requested legislation within the scope of the public objectives of the petition, or take any other action relative thereto that is reasonably necessary to carry out the public objectives of the petition.

ARTICLE 27: SENIOR TAX DEFERRAL PROGRAM AMENDMENTS

To see if the Town will vote to increase the maximum qualifying gross receipts that seniors (persons 65 or older) may have in the prior calendar year to be eligible to defer property taxes under G.L. c. 59, § 5, Clause 41A to \$40,000.00; and further, to change the rate of interest that accrues on property taxes deferred by eligible seniors under G.L. c. 59, § 5, Clause 41A from 8.0% to 5.0%, with such rate to apply to taxes assessed for any fiscal year beginning on or after July 1, 2022, or take any action relative thereto.

ARTICLE 28: RESOLUTION IN SUPPORT OF CHANGING THE STATE FLAG & SEAL OF MASSACHUSETTS

Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;

Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts State Flag and Seal is modeled after Myles Standish's own broadsword, borrowed for that purpose from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Colonial encroachment;

Whereas the proportions of the body of the Native man in the Flag and Seal were modeled from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his facial features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675, their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half that amount for Native women and children;

Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native self-governance by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature's to confer;

Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;

Whereas the 400th anniversary of the landing of the colonists at Plymouth Plantation in the year 2020, afforded every citizen of the Commonwealth a chance to reflect upon this history and come to an awareness of the possibility of a better relationship between the descendants of the Colonial immigrants and the Native Nations of the Commonwealth;

And whereas Native Americans have long suffered the many abuses of racism, the appropriation of their symbols for public schools and sports teams, the loss of their ancestral lands and the encroachment of their cultural lifeways;

Whereas the area now known as the Town of Great Barrington shares a rich Native history with modern day tribal Nations, who inhabited this area long before the first colonial settlers arrived circa 1726, such as the Mahican, the Munsee, and the Stockbridge-Munsee Mohican Tribe, who have since been displaced to Wisconsin;

Now, therefore, **BE IT RESOLVED** that the Town of Great Barrington hereby adopts this resolution in support of the work of the Special Commission Relative to the Seal and Motto of the Commonwealth, established by a Resolve of the General Court in 2020 and appointed by the Governor **to recommend changes to the current flag and seal of Massachusetts**; and in support of a new seal and motto for the Commonwealth that may better reflect our aspirations for harmonious and respectful relations between all people who now call Massachusetts home. The town clerk shall forward a copy of this resolution to Sen. Marc Pacheco and Rep. Antonio Cabral, co-chairs of the Joint Committee on State Administration, who serve as members of the Special Commission Relative to the Seal and Motto of the Commonwealth, and to Sen. Adams Hind and Rep. Smitty Pignatelli, with the request they continue their strong advocacy and support for the work of the aforementioned Special Commission.

ARTICLE 29: ACCEPT MGL CHAPTER 64G SECTION 3D(A) TO IMPOSE A 3% IMPACT FEE ON "PROFESSIONALLY MANAGED" SHORT TERM RENTALS*(under legal review)

To see if the Town will vote to accept Chapter 64G section 3D(a) of the Massachusetts General Laws to impose a 3% impact fee on "professionally managed" short term rentals.

ARTICLE 30: ACCEPT MGL CHAPTER 64G SECTION 3D(B) TO IMPOSE A 3% IMPACT FEE ON SHORT TERM RENTALS IN TWO- OR THREE-FAMILY DWELLINGS*(under legal review)

To if the Town will vote to accept Chapter 64G section 3D(b) of the Massachusetts General Laws to impose a 3% impact fee on short term rentals in two- or three-family dwellings.

ARTICLE 31: APPROPRIATE 100% OF ANY IMPACT FEES COLLECTED UNDER CH 64G 3D(A) OR (B) TO THE AFFORDABLE HOUSING TRUST FUND*(under legal review)

To see if the Town will vote to dedicate 100% of any impact fees collected under Chapter 64G Sections 3D(a) and (b) to the Affordable Housing Trust Fund.

ARTICLE 32*: ADOPT BYLAW GOVERNING SHORT TERM RENTALS*(under legal review)

ARTICLE 33: PROPOSED SHORT-TERM RENTAL BYLAW, BY CITIZEN PETITION

Purpose and Intent: Pursuant to the authority of G.L. c.64G, The Town establishes these regulations to balance private, neighborhood, and municipal interest, including:

- Enabling residents to earn extra money from their properties to better afford to live here, maintain their properties, and contribute to the community
- Minimizing public safety and health risks; and,
- Deterring commercial interests from buying housing to use solely as short-term rental businesses.

Definition of Short-Term Rental - An accessory lodging use in owner-occupied, tenant-occupied or non-owner occupied dwelling unit including, but not limited to, an apartment, house, accessory dwelling unit, cottage, condominium, or a furnished accommodation that is not a hotel, motel, inn, resort, lodging house, or bed and breakfast establishment, where at least 1 room or unit is rented to an occupant or sub occupant for 1-31 consecutive calendar days; and, all accommodations are reserved in advance, except for certain lodging types excluded from such regulation by Massachusetts General Law.

Short-Term Rentals, may be rented by right, by a homeowner, in all zones, with the following exceptions:

- a. Residential property owned by a corporation other than an LLC may not engage in Short-Term Rentals.
- b. Residential premises designated as affordable or otherwise income-restricted, which are subject to affordability covenants or are otherwise subject to housing or rental assistance under local, state, or federal programs or law, may not engage in short term rentals.
- c. Units meeting the definition of “Professionally Managed Units” under MGL, Chapter 64G, Section 1.

General Requirement for all Short-Term Rentals During Use:

- a. All overnight parking must be within the property’s driveway or garage or as permitted by right through posted town laws.
- b. Events that include tents or amplified music or which would customarily require a license or permit are not allowed.
- c. Signs advertising the Short-Term Rental are not permitted
- d. Occupancy is limited to the total legal occupancy per dwelling.
- e. A short-Term Rental is not allowed on any property with outstanding violations of the Building Code, Fire Code, Board of Health, or Town General Bylaws.
- f. A Short-Term unit must include a local contact, who is able to act responsibly and can be reached in an emergency. The responsible party’s contact information shall include both a phone number and an email address and shall be clearly posted in an obvious location.
- g. Trash removal shall be the responsibility of the homeowner (or the homeowner’s responsible party) and shall be collected weekly or more frequently as needed, by residential trash collection services or weekly trips to the Town Transfer Station.
- h. Every Short-Term Rental is required to have a functioning fire extinguisher, as well as a current and functioning Smoke and CO detectors, to code, as per MGL Chapter 148, section 26E
- i. Every Short-Term rental operator must maintain liability coverage of not less than \$1,000,000.00, to cover each Short-Term Rental unless such Short-Term rental coverage is offered through the Hosting venue – such as Airbnb – that maintains equal or greater coverage per MGL, Chapter 337, Section 4Fb.

- j. Homeowners shall submit an annual form, similar to the current dog license, confirming the Homeowner's name, address, and contact information – phone and email – and attesting to the following:
1. That the presence of smoke and CO detectors are to code, functioning, and up to date.
 2. There is a functioning fire extinguisher located within the Short-Term Rental Unit, or one per unit, as required.
 3. The Homeowner further attests that there is liability coverage maintained of not less than \$1,000,000.00, to cover each Short-Term Rental unless such Short-Term Rental coverage is already offered through the Hosting venue.

DRAFT

Great Barrington W.E.B. Du Bois Center

Proposal: That the town of Great Barrington adopt and incorporate the longstanding W.E.B. Du Bois Center–Great Barrington (abutting the Mahaiwe Cemetery) into the Great Barrington Mason Library as the Great Barrington W.E.B. Du Bois Center.

As with the Great Barrington W.E.B. Du Bois Legacy Committee’s stated mission, the Great Barrington W.E.B. Du Bois Center would continue “to preserve and promote Great Barrington native W.E.B. Du Bois’s legacy as a scholar and activist for freedom, civil rights, progressive education, economic justice, and racial equality.”

The Great Barrington W.E.B. Du Bois Center would contain Du Bois-related artifacts (i.e., letters, signed books, documents) and a comprehensive collection of reference works pertaining to local and state history, together with an in-depth collection of reference works pertaining to African American history and culture. *

Relationships: That the Great Barrington W.E.B Du Bois Center would be overseen by 1). the Great Barrington Mason Library director/designee and 2). the town of Great Barrington W.E.B. Du Bois Legacy Committee chair/ designee, in conjunction with 3). the Library Board of Trustees chair/designee, 4). the Friends of the Great Barrington Libraries chair/designee, and 5). the town of Great Barrington manager/designee.

Importance: That the Great Barrington W.E.B. Du Bois Center would enrich the community: 1). establishment of the Great Barrington Du Bois Legacy program series (innovative monthly programs in the library atrium), 2). curated exhibits of significant historical artifacts, 3). an accessible resource for area school students--classroom excursions, and 4). an information hub for elucidating the legacy of Dr. Du Bois and the Black experience, not to mention a sublime space for meetings, study, research, and reflection.

Conclusion: That the town of Great Barrington welcome Dr. Du Bois home with his own Center, acknowledging that he has earned it.

* Please note, artifacts and African American-related books are donated.

Checklist

Required for a Municipality to Apply to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

CONTACT INFORMATION for 2022 Municipal Opt-Out Process

Please provide contact information for your municipality:

- Town/City:
- County:
- Point of contact:
 - Name:
 - Title:
 - Email:
 - Phone:

CHECKLIST for 2022 Municipal Opt-Out Process

Please utilize the following checklist to confirm completion of all components of the municipal opt-out application. Components must be submitted to EEAopt-out@mass.gov by May 27, 2022.

- The municipality has reviewed the historical regional arbovirus risk level classification, which serves as EEA's evaluation criteria for the 2022 municipal opt-out application process
- Alternative mosquito management plan that includes listing of three education and outreach activities
- Copy of certified vote, which includes:
 - Date and time of the public meeting
 - Confirmation that the Board of Health was consulted
 - Confirmation that public comment was allowed
 - Indication that municipality is opting out of all spraying, or just certain spray activities such as aerial spraying. If a vote does not include that it is for a specific type of spraying, the vote will cover all spray activities conducted by the SRMCB under M.G.L. c. 252, Section 2A
 - Acknowledgement that the vote to opt out will only be honored if all application components are submitted to EEA on time and if the application is approved by EEA

Checklist

Required for a Municipality to Apply to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

ACKNOWLEDGEMENT for 2022 Municipal Opt-Out Process

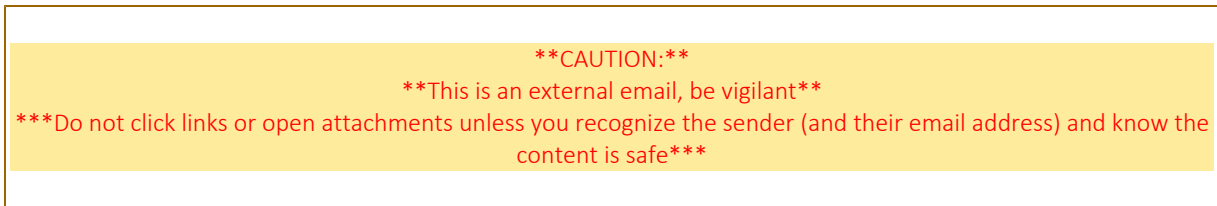
Please mark each check box indicating your acknowledgement of the items below, and sign and date the application before submitting it.

- The municipality acknowledges that any work performed will be subject to applicable local, state, and federal regulations, ordinances, and statutes and all necessary permits, licenses, approvals, or other permission must be obtained prior to the commencement of any work. The approval of this Plan does not constitute work under M.G.L. c. 252 or authorize any exemption provided for work conducted under said chapter, unless otherwise expressly provided for by law.
- The municipality acknowledges that approval of a Plan allows it to opt out of spraying conducted by the SRMCB under M.G.L. c. 252, Section 2A. It does not extend to any spraying conducting by a mosquito control project or district ("MCD") of which a municipality may be a member.
- The municipality acknowledges that it has conducted the required public meeting, that a vote is included with this Plan, and that any vote to opt out of spraying performed under M.G.L. c. 252 is subject to the approval of a Plan. No such opt out will be honored without an approved Plan.

Signature and Title (Signed or Typed)

Date

From: [Vivian Orłowski](#)
To: [Steve Bannon](#); [Mark Pruhenski](#)
Cc: [Michael Lanoue](#); [Rebecca Jurczyk](#); [Amy Pulver](#)
Subject: For May 23 Selectboard meeting: Ag Commission support for BOH application to opt-out of pesticide spraying
Date: Tuesday, May 17, 2022 10:11:26 PM



Dear Selectboard Chair Steve Bannon,

At the May 4, 2022 meeting of the Great Barrington Agricultural Commission, we voted unanimously (5:0) to strongly support efforts by the Great Barrington Board of Health and the Health Agent to have the Town opt-out from State Reclamation and Mosquito Control Board (SRMCB) pesticide spraying programs. The Agricultural Commission will be glad to assist the Board of Health in educational outreach programs that will help prevent mosquito breeding and encourage individuals to take personal protection measures to avoid mosquito bites.

In light of the May 9, 2016 Town Meeting [RESOLUTION DECLARING THE TOWN OF GREAT BARRINGTON TO BE A POLLINATOR-FRIENDLY COMMUNITY](#) and the Town's 2018 [Great Barrington Pollinator Action Plan](#), the Agricultural Commission especially urges the town to opt out of spraying which commonly includes use of Anvil 10 +10 pyrethroid pesticides against mosquitoes. Research has shown that these pesticides also kill pollinator insects as well as being detrimental to other wildlife and humans.

Important reasons for opting out of state spraying programs are succinctly explained by the testimony of four medical and environmental health experts in a 2022 [legislative video briefing](#) co-sponsored by our **State Senator Adam Hinds** and Representative Tami Gouveia, Ph.D.:

- Dr. Kyla Bennet, ***Public Employees for Environmental Responsibility (PEER)***

- Dr. Flaminia Catteruccia, **Harvard T.H. Chan School of Public Health**
- Dr. Brita Lundberg, **Greater Boston Physicians for Social Responsibility**
- Sarah Hoyle, **Xerces Society for Invertebrate Conservation**

Concerning human health, the [legislative briefing video](#) features an **8-minute summary of "Health Risks of Pyrethroid Insecticides"** by Dr. Brita Lundberg, starting at around 20 minutes in the video. One common theme of the expert testimony is that the aerial spraying of adulticide pesticides is much less effective than more limited and targeted preventive measures along with public health educational communication.

On behalf of the Agricultural Commission, we appreciate the Selectboard considering this timely issue. We encourage your approval for Great Barrington's opt-out application led by the Board of Health.

Thank you,
Vivian Orłowski

Vivian Orłowski, Chair
Agricultural Commission
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230
EcoMotiva@gmail.com

AN ACT PROVIDING FOR THE PUBLIC HEALTH BY ESTABLISHING AN ECOLOGICALLY BASED MOSQUITO MANAGEMENT PROGRAM IN THE COMMONWEALTH



Purpose of H. 937 & S. 556: replaces the Commonwealth's outdated and expensive mosquito management system with one that is more effective, affordable, transparent, ecologically responsible, and scientifically based.

Summary:

1. Creates a Mosquito Management Office within the EOOEA
2. Creates a Mosquito Management Board within that new office, replacing the existing state Mosquito Control and Reclamation Board. The bill changes the composition of the Board to prioritize public health and the environment.
3. Charges the Board with creating a state mosquito management plan, with detailed instructions on what should be included in the plan. The state plan must adopt a **tiered approach to management based on quantifiable thresholds for action**. It prioritizes education, monitoring, and habitat modification; requires thresholds for larviciding and adulticiding; allows pesticide use only for disease control; and **prohibits aerial application of larvicides or adulticides**.
4. Preserves the existing mosquito control districts and allows new ones to be formed, but requires districts to either adopt the state management plan or modify the plan, subject to approval by the Board. In this way, district plans must still follow the ecological approach of the state plan.
5. Makes districts responsible for all mosquito management monitoring and control within participating municipalities. Makes the Board responsible for mosquito monitoring and management in areas of the commonwealth that are not within a mosquito control district.
6. Empowers municipalities to choose from a "menu" of mosquito management services, ranging from public education up to adulticiding. **Municipalities only pay for the services they choose**, in contrast to the existing one-size-fits-all system in which municipalities pay the full cost of being in a district even if they don't want certain services, like adulticiding.
7. Requires 72 hour notice before adulticiding, and **allows residents to opt out of spraying**. Beekeepers and organic farmers are opted-out by default.
8. Establishes quantifiable conditions for declaring an arbovirus public health emergency and puts responsibility for responding to the emergency with the department of public health. **Aerial spraying is still prohibited** during a state of emergency.
9. **Bans pesticides containing PFAS** from being used in mosquito control activities.
10. Requires transparent record keeping of Board and district activities.

Effective Mosquito-borne Disease Management is Science-Based

- Mosquito-borne diseases (eg. EEE and WNV), are spread through the bite of infected mosquitoes that feed on both birds and mammals, also known as "bridge vectors".¹
- Proper mosquito-borne disease management emphasizes increased monitoring and surveillance, elimination of breeding sites, enhancing habitat for mosquito predators, biological controls of mosquito larvae, and public education.²
- Attempting to kill adult mosquitoes in the air through ultra-low volume (ULV) pesticides is the least effective means of management.^{3, 4}
- Mosquitoes may also develop resistance when pesticides such as Sumithrin are overused.³

Eliminate Mosquito Breeding Sites Where You Live



1. Keep gutters clean
2. Repair leaky faucets
3. Eliminate debris that holds water
4. Drain excess water from plant pots and saucers
5. Change birdbaths twice a week
6. Maintain pools and spas; keep water from pooling on covers
7. Turn toys and equipment upside down to prevent water from collecting inside
8. Avoid overwatering

Mosquito Control Pesticides Are Toxic Synthetic Chemicals

Products containing synthetic pyrethroids are synthetic chemical formulations that also contain other or “inert” ingredients. Neither Massachusetts agencies nor the EPA adequately test environmental samples for components of the pesticides to determine health or environmental impacts of mixtures of active and inert ingredients.⁴

Sumithrin can result in lung irritation, and has been documented to cause asthmatic responses in those exposed.⁵

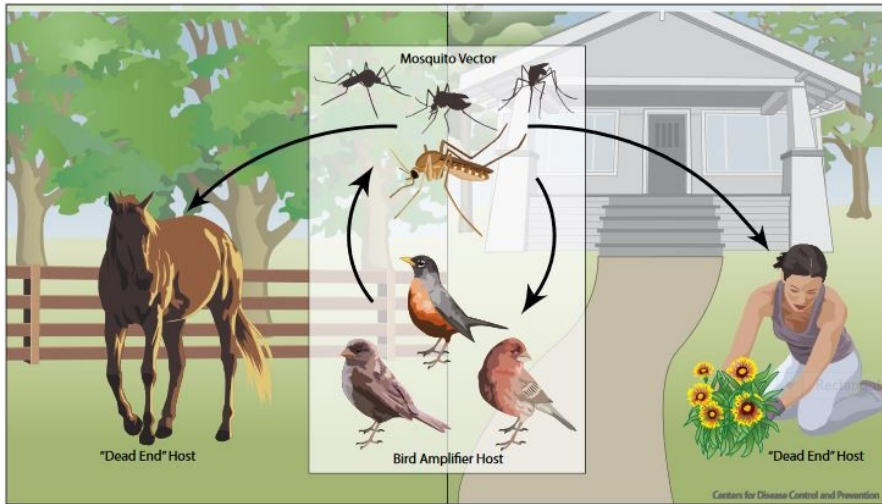
Piperonyl-butoxide, a synergist intended to magnify the toxicity of pyrethroids, has not been tested in combination with these active ingredients, and is considered a possible human carcinogen by EPA.⁶

ULV applications of Resmethrin have been found to kill pollinators, particularly adult and larval monarch butterflies,⁷ of which Eastern monarch populations have declined by 80% since the 1990s.⁸

Bird populations have also declined by 30% since 1970. Science suggests pesticides are a driver.⁹

Most ULV mosquito pesticides will not make contact with a target mosquito; the remaining pesticide will run-off into the environment and contaminate groundwater and local waterways.¹⁰

West Nile Virus Transmission Cycle



1-CDC. 2019. [Transmission. EEE](#). CDC. 2018. [Transmission Cycle for WNV](#).
 2-Xerces Society. 2014. [Help Your Community Create and Effective Mosquito Management Plan](#).
 3-Cox, Caroline. 2003. [Insecticide Factsheet: Sumithrin](#). Journal of Pesticide Reform. Volume 23 #2.
 4-Donley, Nathan. 2016. [Toxic Concoctions: How the EPA Ignores Dangers of Pesticide Cocktails](#). Center for Biological Diversity.
 5-National Pesticide Information Center. 2020. [Sumithrin](#).
 6-EPA. 2018. [Chemicals Evaluated for Carcinogenic Potential](#).
 7-Oberhauser, Karen, et al. 2009. [Impacts of ultra-low volume applications on non-target insects](#). Journal of the American Mosquito Control Association. Volume 25, #1.
 8-Center for Biological Diversity. 2017. [Iconic Butterfly Has Declined by More Than 80 Percent in Recent Decades](#).
 9-Greenfieldboyce, Nell. 2019. [North America has lost 3 billion birds, scientists say](#). NPR.
 10-Pimentel, David. 2004. [Encyclopedia of Pest Management](#).

- ❖ Require state agencies follow a defined science-based, integrated, ecological mosquito-borne disease management plan with prioritized criteria and a public health emergency spray authorization based on predefined thresholds of disease-carrying mosquitoes set by the DPH Commissioner.
- ❖ Increase funding for mosquito monitoring, surveillance, and public education efforts.
- ❖ Provide full transparency and accountability within any mosquito-borne disease management program, including publicly available notification around larviciding and adulticiding applications, honoring local opt out agreements.

PFAS - Toxic Forever Chemicals

Per- and polyfluoroalkyl substances (PFAS) are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals. PFAS are called “forever chemicals” since they do not break down in the environment and build up in our blood stream. They are associated with a variety of ailments, including suppressed immune function, thyroid disease, testicular and kidney disease, cancers, and liver damage.

Tests commissioned by Public Employees for Environmental Responsibility (PEER) of a jug of Anvil 10+10, the pesticide used in the aerial spraying programs of Massachusetts, and many other states, reveals that it contains PFOA and HFPO-DA. Subsequent tests by EPA and MassDEP confirmed PFAS in Anvil and other pesticides.

<https://www.peer.org/aerially-sprayed-pesticide-contains-pfas/>

Coalition Contacts:

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 508-361-0136

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 Conservation Law
 Foundation
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Updated Sept. 10, 2021

Michael Lanoue, Chair
Peter Stanton, Vice Chair
Ruby Chang, M.D.



Town Hall, 334 Main Street
Great Barrington, MA 01230

Phone: 413-528-0680
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Ned Saviski
nsaviski@townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Rebecca Jurczyk
riurczyk@townofgb.org

BOARD OF HEALTH

May 19, 2022

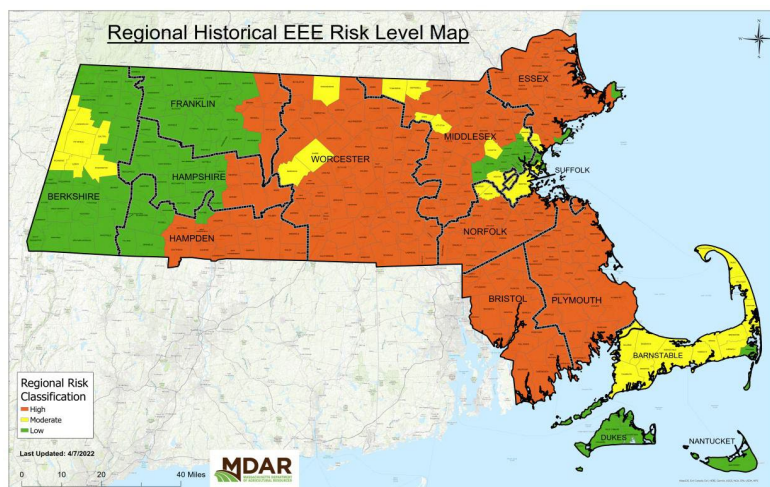
Dear Selectboard,

During the May 12th Board of Health Meeting the Board discussed the Massachusetts State Reclamation and Mosquito Control Board insecticide spraying program for the 2022 season. We reviewed the map of historic Arbovirus events in the commonwealth (see below) and determined that the risk of human infections of West Nile Virus and Eastern Equine Encephalitis (EEE) for the Southern Berkshire region is low. The consensus of the board was a preference towards public education. They agreed that raising awareness about the diseases certain mosquito species carry and what residents and visitors can do to prevent excessive bites was a superior way to mitigate disease. The Board of Health authorized the Health Agent and Health Department staff to begin an outreach program to educate the community on how best to protect oneself, and others, from mosquitos. The outreach program is to include; disease information on the website, media updates about proactive measures, public health alerts through the Code Red system if the current risk in our area is medium to high, and community classes instructed by a local ecologist.

Peter Station, Vice Chair, motioned to recommend to the Selectboard that they vote to approve the application to opt- out of all SRMBC spraying, truck and aerial, within the town limits of Great Barrington for the 2022 season.

Dr. Ruby Chang seconded.

Vote: 3-0



*The Town of Great Barrington is the first in New England to pass a
Pollinator-Friendly Community Resolution.*

*The following Resolution, unanimously supported by the Agricultural Commission and the
Selectboard, was approved by Great Barrington Town Meeting Monday May 9, 2016*

**RESOLUTION DECLARING THE TOWN OF GREAT BARRINGTON
TO BE A POLLINATOR-FRIENDLY COMMUNITY**

To see if the Town of Great Barrington will vote to approve the following resolution:

WHEREAS, bees and other pollinators are a necessary component of a healthy ecosystem and food system, providing pollination of plants in order to grow vegetables, herbs and fruits; and

WHEREAS, locally grown crops such as apples, blueberries, strawberries, squash and tomatoes depend on pollinators and thus are at risk; and

WHEREAS, extensive research has documented that neonicotinoid and other systemic insecticides cause illness and death to bees and pollinators; and

WHEREAS, alternative land management practices are available that dramatically increase pollinator forage while decreasing maintenance costs; and

WHEREAS, the monetary and social costs of maintaining pollinator-friendly landscapes can be less expensive than costs associated with maintaining chemically-treated monocrop landscapes.

NOW, THEREFORE, BE IT RESOLVED by the Town Meeting of the Town of Great Barrington, Massachusetts, that the Town of Great Barrington is hereby declared a Pollinator-Friendly Community, and that the Town encourages adoption of policies and practices that protect and support pollinator health by minimizing the sale and use of insecticides.

BE IT FURTHER RESOLVED that the Town of Great Barrington urges all Great Barrington property owners, residents, businesses, institutions and neighborhoods to become more pollinator-friendly by adopting practices including:

- ♦ Committing to avoiding use of insecticides, including systemic insecticides on their property;
- ♦ Avoiding the planting of flowering plants which are treated with systemic insecticides;
- ♦ Planting more pollinator-supporting forage on their property, and adopting organic or chemical-free lawn and landscaping practices.

The Town Clerk is requested to send copies of this Resolution to Governor Charlie Baker, Massachusetts Department of Agricultural Resources Commissioner John Lebeaux, State Senator Benjamin B. Downing, and State Representative William Smitty Pignatelli, or to take any other action relative thereto.

**Southern Berkshire Public Health Collaborative
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the municipalities of Alford, Great Barrington, Lee, Lenox, Monterey, Mount Washington, New Marlborough, Otis, Sheffield, and Stockbridge hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Tri-Town Health District/Town of Lee in its capacity as Host Agent of Southern Berkshire Public Health Collaborative, (hereinafter referred to as “SBPHC”), this ____ day _____ 2022, as follows:

WHEREAS, the Tri-Town Health District/Town of Lee was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through regional shared services programs and agreements.

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provides said services and resources and improve regional public health by entering this Agreement.

WHEREAS, the Tri-Town Health District/Town of Lee, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS the municipalities have obtained authorization for this joint agreement pursuant to M.G.L. c. 40, §4A by vote of their Boards of Selectmen as attested to by certified copies thereof contained in Exhibit A, and the Board of Health of each Municipality has also recommended approval of this Agreement;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “SBPHC,” which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an advisory board (“Advisory Board”) and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant

Program, this Agreement, and the agreement between the Tri-Town Health District/Town of Lee, and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdiction services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Tri-Town Health District/Town of Lee, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”). As the Lead Municipality, the Tri-Town Health District/Town of Lee, shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted by the Collaborative. Tri-Town Health District/Town of Lee, shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board appropriation by each party, to the extent required.
4. Program Manager. The Tri-Town Health District/Town of Lee, as Lead Municipality, shall hire and employ a Program Manager, who may or may not be the [Tri-Town Health District/Town of Lee’s Director of Public Health, and, through the Program Manager and its Health Department, perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit C and incorporated herein, and the policies and procedures established by the Advisory Board, as set forth herein. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Program Manager and any Tri-Town Health District/Town of Lee Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of Tri-Town Health District/Town of Lee and shall be accorded all benefits enjoyed by other Tri-

Town Health District/Town of Lee employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board convened quarterly by the Advisory Board Chair/Co-Chairs.

- Composition: one member and one alternate, both appointed by the Board of Health from each municipality.
- Voting: One municipality, one vote. Every member shall have an equal voice in determining shared priorities, and services to be provided.
- Roles and Responsibilities of the Advisory Board:
 - Meet on a regular basis and at least quarterly.
 - Develop annual and long-term goals for the SBPHC,
 - Advise on SBPHC's staff priorities.
 - Collaborate in developing a sustainability plan for SBPHC.
 - Adopt any SBPHC -wide policies and recommended regulations.
 - Review and provide recommendations on operating budgets.
 - Review financial status.
 - Assure compliance with all mandatory reporting requirements as proscribed by OLRH.
 - Assure attendance at monthly or other grant holder meetings convened by DPH.
 - Review financial status and
 - Review and provide recommendations on reports from staff.
- One representative shall be a full voting member whose term shall be as determined by the Municipality's local Board of Health. This member shall be a Board of Health member or designee. The second representative shall be an associate member who shall sit on the Advisory Board as a full member and may vote only when the full member is not in attendance. The Municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- Quorum. A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be posted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
 - a. Each Municipality will consent to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement and appoint and maintain an Advisory Board representative at all times.
 - c. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other staff representatives, will attend any training sessions and Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other appropriate staff representatives, will attend any training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Tri-Town Health District/Town of Lee pursuant to this Agreement, shall be deposited with the treasurer of the Tri-Town Health District/Town of Lee and held as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement. Except for the 15% of Grant Program funding for administrative costs that the Tri-Town Health District/Town of Lee may retain pursuant to Section 4 of this Agreement, if a Municipality is permitted to draw on grant funds individually, such withdrawal must first be approved by the Advisory Board, and the Municipality will thereafter submit monthly invoices to the Program Manager for reimbursement from the Shared Services Program funds.

The Tri-Town Health District/Town of Lee as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Tri-Town Health District/Town of Lee shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the Tri-Town Health District/Town of Lee. It is the intention of SBPHC to seek additional grant funds to sustain these services but if that is unsuccessful, participating municipalities will revisit this agreement and determine whether they will allocate municipal funds to continue participation. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Inter-Municipal Agreement does not obligate any municipality to fund SBPHC and a contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Tri-Town Health District/Town of Lee and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The member municipalities of the Collaborative are authorized through this Inter-Municipal Agreement, and any executed amendment to this Agreement to add or remove associated services to be delivered based on a vote of the Advisory Board. The municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality.

An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.

10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages.

Should the SBPHC or a Municipality incur any liabilities on behalf of the Grant Program each of the member municipalities will proportionally share in the liability for such expenses.

The Tri-Town Health District/Town of Lee and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, \$3,000,000 aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality, not a part of this Agreement, may petition the Municipalities then signatories to this Agreement to join the Agreement to the extent permitted by the grant. In order to approve the addition of a new entity to the Agreement, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant.
12. Withdrawal. Any Municipality other than the Tri-Town Health District/Town of Lee as Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Tri-Town Health District/Town of Lee as Lead

Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities, and a new Lead Party shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, Tri-Town Health District/Town of Lee shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, the Shared Services Program, the terms and execution of this Agreement, data reporting, and the Advisory Board.
15. Financial Safeguards. The Tri-Town Health District/Town of Lee as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the

application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the SBPHC nor the municipality shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of _____ Select Board

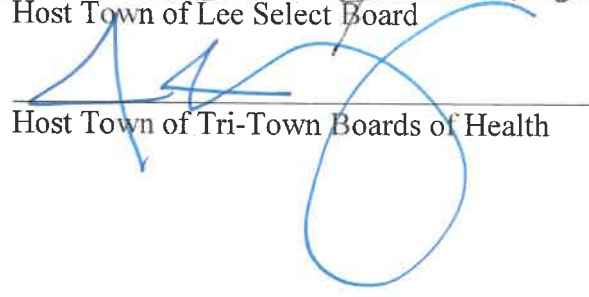
Date

Town of _____ Board of Health

Date


Host Town of Lee Select Board

Date


Host Town of Tri-Town Boards of Health

Date

EXHIBIT C

The scope of services the Tri-Town Health District/Town of Lee shall provide the following services in coordination with member municipalities:

- a. Public Health Nursing services to be shared among the **ten (10)** municipalities. These positions are hired by Tri-Town Health District/Town of Lee town or contracted out through a third-party nursing vendor and services will include, but may not be limited to infectious disease surveillance, preventative care, immunizations, education and outreach and emergency planning activities or any other activity as requested by the Advisory Board.
 - i. All member towns will have direct access to nursing services and its staff.
 - ii. The Shared Nursing Agreement will be developed and negotiated by the Tri-Town Health District/Town of Lee in coordination with member municipalities.
- b. Other shared services may be offered if approved by member towns and the advisory board and subject to funding availability.

Town of Alford:

Charles Ketchen, Board of Selectmen
2 Rowe Road, Alford MA 01230
413-528-4536
Charlieketchen@aol.com

Town of Great Barrington:

Mark Pruhenski, Town Manager
334 Main Street, GB MA 01230
413-527-1619
Mpruhenski@townofgb.org

Town of Lee:

Christopher Brittain, Town Administrator
32 Main Street, Lee MA 01238
413-243-5500
Cbrittain@town.lee.ma.us

Town of Lenox:

Christopher Ketchen, Town Manager
6 Walker Street, Lenox MA 01240
413-637-5500
cketchen@townoflenox.com

Town of Monterey:

Melissa Noe, Town Administrator
435 Main Street, Monterey MA 01245
admin@montereyma.gov
413-528-1443

Town of Mount Washington:

Jim Lovejoy, Board of Selectmen

2 Plantain Pond Road, MW MA 01258
jimlovejoy@townofmountwashington.com
413-528-1798

Town of New Marlborough:
Mari Enoch, Town Administrator
807 Mill River Road Southfield Road, NM MA 01244
nmbos@newmarlboroughma.gov
413-229-8116

Town of Otis:
Brandi Page, Town Administrator
1 North Main Road, Otis MA 01253
townadmin@townofotisma.com
413-269-0100

Town of Sheffield:
63-5 Depot Square, Sheffield MA 01257
413-229-7000
Rene Wood, Board of Selectmen
Rwood@sheffieldma.gov

Town of Stockbridge:
Michael Canales, Town Administrator
50 Main Street, Stockbridge, MA 01262
413298-4170
Mcanales@townofstockbridge.com

Tri-Town Health District/Town of Lee, Host Agent:
Charles Kenny, MD
ckennymd@gmail.com
413-243-5540
45 Railroad Street, Lee MA 01238

The Southern Berkshire Public Health Collaborative is a partnership with the towns of Alford, Great Barrington, Mount Washington, Monterey, New Marlborough, Otis, Sheffield, and the existing Tri-Town District towns of Lee, Lenox, and Stockbridge. The new shared services arrangement intends to increase access to those that need comprehensive public health nursing services and to investigate other future opportunities for sharing public health services without putting the entire financial burden on one town. It will begin to close inequity gaps and improve overall health outcomes. Service include surveillance for diseases, case investigation, routine flu clinics, and other prevention programs and more importantly, empowering boards of health and its community. It creates a means to organically foster relationships and expand future cross-jurisdictional sharing by creating a more focused, regional platform. Please check town calendars and this website for upcoming programs and services.

PHN Quarterly Report: January-March 2022

The SBPHC public health nurses have spent the first quarter of the 2022 winding down from the holiday surge of COVID and laying the groundwork for upcoming comprehensive public health nursing for the rest of the year. This quarterly report includes the following for each town:

- MAVEN Events: table by town
- COVID-19 Activities: List, plus #s served in each town
- BP/Wellness Clinics: List by town, plus #s served if appropriate
- Upcoming Projects

MAVEN EVENTS

January 1, 2022 – March 31, 2022

Southern Berkshire Public Health Collaborative is fortunate to have two full-time public health nurses who monitor MAVEN (Massachusetts Virtual Epidemiological Network) and follow up on high risk COVID cases and other diseases as required by Massachusetts General Law.

ALFORD

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Lyme Disease			2
Novel Coronavirus (SARS, MERS, etc)	12	1	2

GREAT BARRINGTON

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Calicivirus/Norovirus	11		
Campylobacteriosis	2		
Campylobacteriosis		1	
Giardiasis		1	
Hepatitis B		1	
Hepatitis C	2		
Hepatitis C	1		
Influenza	4		
Lyme Disease			16
Novel Coronavirus (SARS, MERS, etc)	462	64	
Salmonellosis	2		
Shiga toxin producing organism			1
Shigellosis		1	
Tuberculosis	3		
Yersiniosis		2	

MONTEREY

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Lyme Disease			5
Novel Coronavirus (SARS, MERS, etc)	39	1	

MAVEN EVENTS

January 1, 2022 – March 31, 2022

LEE

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Campylobacteriosis	1		
Hepatitis C	1		
Hepatitis C		1	
Influenza	4		
Lyme Disease			2
Novel Coronavirus (SARS, MERS, etc)	413	95	
Tuberculosis	2		

LENOX

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Calicivirus/Norovirus	3		
Campylobacteriosis		1	
Influenza	13		
Lyme Disease			3
Multi-drug Resistant Organisms		2	
Novel Coronavirus (SARS, MERS, etc)	273	52	
Tuberculosis	2		

MOUNT WASHINGTON

Disease	CONFIRMED	PROBABLE	SUSPECT
Lyme Disease		1	
Novel Coronavirus (SARS, MERS, etc)	6		

NEW MARLBOROUGH

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Calicivirus/Norovirus	1		
Campylobacteriosis		1	
Lyme Disease			6
Novel Coronavirus (SARS, MERS, etc)	60	7	

OTIS

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Influenza	1		
Lyme Disease			2
Novel Coronavirus (SARS, MERS, etc)	90	6	

SHEFFIELD

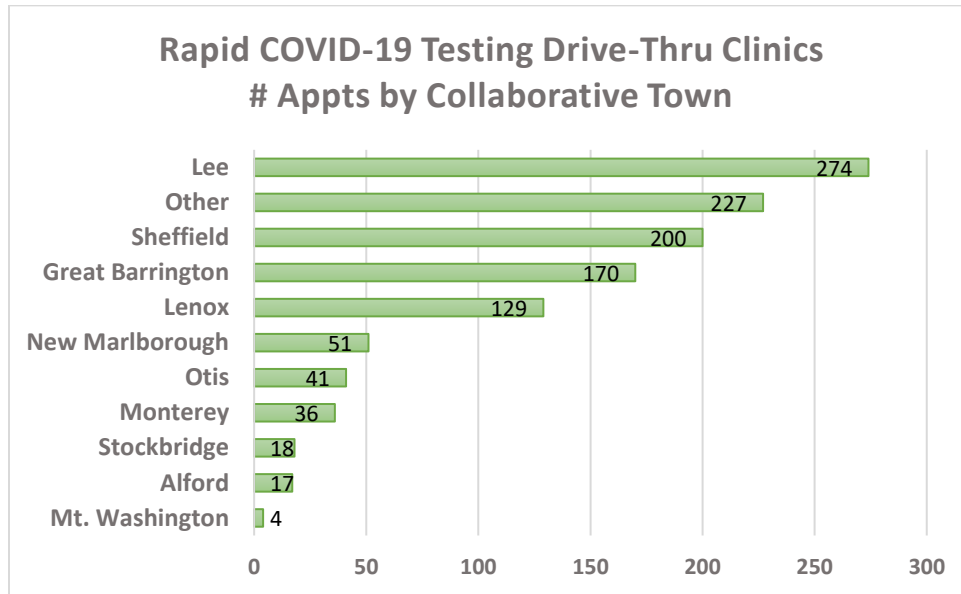
DISEASE	CONFIRMED	PROBABLE	SUSPECT
Calicivirus/Norovirus	1		
Cryptosporidiosis	1		
Hepatitis C		1	
Lyme Disease			9
Novel Coronavirus (SARS, MERS, etc)	205	16	

STOCKBRIDGE

DISEASE	CONFIRMED	PROBABLE	SUSPECT
Calicivirus/Norovirus	1		
Influenza	2		
Lyme Disease			3
Novel Coronavirus (SARS, MERS, etc)	72	7	

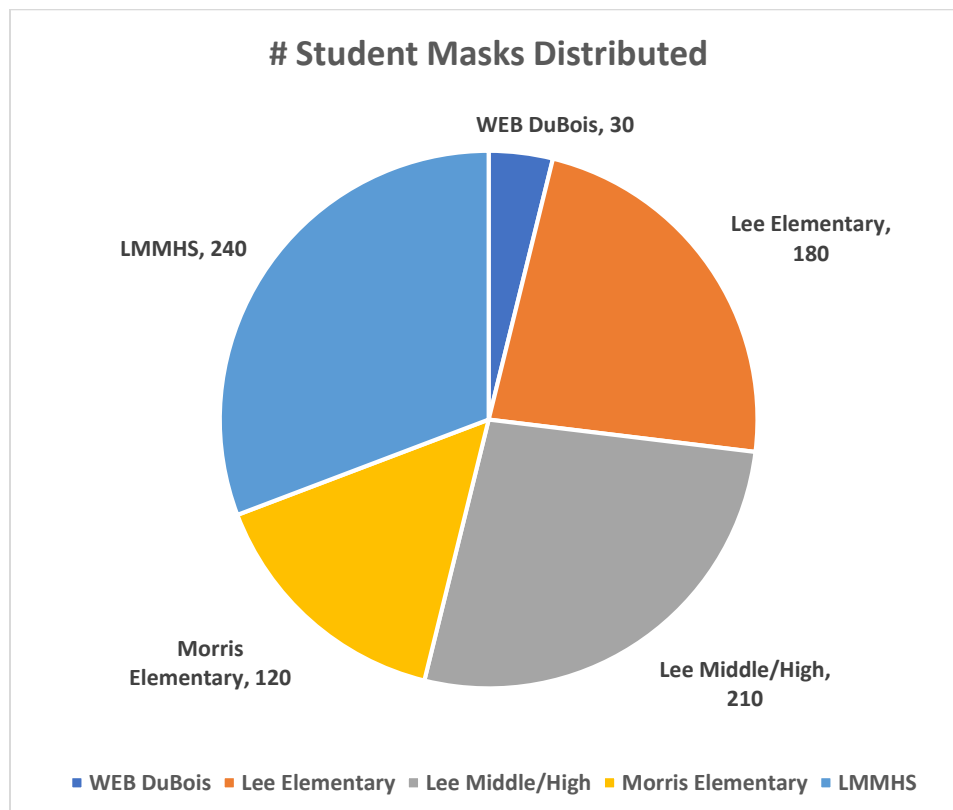
SBPHC PHN QUARTERLY COVID-19 MITIGATION ACTIVITIES

The SBPHC mobilized drive-thru rapid antigen testing clinics around the holidays to increase supervised testing access at a time when people were visiting friends and families. Below is the number of tests administered by town.



Masks Provided to Students

SBPHC offered a month's supply of KN95 masks to any student attending a South County public school, whose family felt they or a household member was at high risk for severe COVID disease. A needs assessment survey in English and Spanish was sent out through the schools and 41 SBRSD families responded, although none needed additional masks. The SBPHC was able to purchase child-sized KN-95 through funding provided by the New England Rural Health Association for Rural Vaccine Equity Grant.



SBPHC MOST RECENT COVID-19 DASHBOARDS

SOUTHERN BERKSHIRE COUNTY COVID-19 UPDATED 5/6/22

Alford, Becket, Egremont, Great Barrington, Lee, Lenox, Monterey, Mt. Washington, New Marlborough, Otis, Richmond, Sandisfield, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge

<p># NEW REPORTED CASES 7-Day Total (Apr 24-30): 131 7-Day Change in Case #: +27%</p>	<p># PCR TESTS 7-Day (Apr 24-30): 1531 7-Day Change in # Tests: +14%</p>	<p>PCR TEST POSITIVITY 7-Day (Apr 24-30): 8.56% 7-Day Change in Positivity: +11.57%</p>
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CURRENT STATE GUIDANCE: UNVACCINATED & HIGH RISK – ADVISED TO MASK INDOORS*
CURRENT CDC GUIDANCE: HIGH RISK INDIVIDUALS – TALK TO PROVIDER ABOUT EXTRA PRECAUTIONS
 EVERYONE – STAY UP TO DATE WITH VACCINES, TEST IF SYMPTOMATIC

Tue, Jan 21st 2020 - Sat, May 7th 2022

Berkshire County PCR Test Data

Graph Source: Centers for Disease Control

BERKSHIRE COUNTY COVID-19 IMPACT:
HIGH/RED

NEW COVID-19 CASES
 7-Day Total (Apr 28-May 4): 500.2/100,000 POP.

NEW COVID-19 HOSPITAL ADMISSIONS
 7-Day Total (April 27-May 3): 15.5/100,000 POP.

PERCENT OF INPATIENT BEDS OCCUPIED BY COVID-19 PATIENTS
 7-Day Average (Apr 27-May 3) : 4.6%

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

SOUTHERN BERKSHIRE COUNTY COVID-19 UPDATED 4/29/22

Alford, Becket, Egremont, Great Barrington, Lee, Lenox, Monterey, Mt. Washington, New Marlborough, Otis, Richmond, Sandisfield, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge

<p># NEW REPORTED CASES 7-Day Total (Apr 17-23): 103 7-Day Change in Case #: +61%</p>	<p># PCR TESTS 7-Day (Apr 17-23): 1343 7-Day Change in # Tests: -4%</p>	<p>PCR TEST POSITIVITY 7-Day (Apr 17-23): 7.67% 7-Day Change in Positivity: +68%</p>
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CURRENT STATE GUIDANCE: UNVACCINATED & HIGH RISK – ADVISED TO MASK INDOORS*
CURRENT CDC GUIDANCE: HIGH RISK INDIVIDUALS – TALK TO PROVIDER ABOUT EXTRA PRECAUTIONS
 EVERYONE – STAY UP TO DATE WITH VACCINES, TEST IF SYMPTOMATIC

Southern Berkshire Towns
COVID-19 Cases for April 2022
by Age Group

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

BERKSHIRE COUNTY COVID-19 IMPACT:
MEDIUM/YELLOW

NEW COVID-19 CASES
 7-Day Total (Apr 20-26): 349.76/100,000 POP.

NEW COVID-19 HOSPITAL ADMISSIONS
 7-Day Total (April 20-26): 3.9/100,000 POP.

PERCENT OF INPATIENT BEDS OCCUPIED BY COVID-19 PATIENTS
 7-Day Average (Apr 20-26) : 2.8%

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

SOUTHERN BERKSHIRE COUNTY COVID-19 UPDATED 4/21/22

Alford, Becket, Egremont, Great Barrington, Lee, Lenox, Monterey, Mt. Washington, New Marlborough, Otis, Richmond, Sandisfield, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge

<p># NEW REPORTED CASES 7-Day Total (Apr 10-16): 64 7-Day Change in Case #: -12.3%</p>	<p># PCR TESTS 7-Day (Apr 10-16): 1400 7-Day Change in # Tests: +0.6%</p>	<p>PCR TEST POSITIVITY 7-Day (Apr 10-16): 4.57% 7-Day Change in Positivity: -12.8%</p>
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CURRENT STATE GUIDANCE: UNVACCINATED & HIGH RISK – ADVISED TO MASK INDOORS*
CURRENT CDC GUIDANCE: HIGH RISK INDIVIDUALS – TALK TO PROVIDER ABOUT EXTRA PRECAUTIONS
 EVERYONE – STAY UP TO DATE WITH VACCINES, TEST IF SYMPTOMATIC

Berkshire & Southern Berkshire County
Weekly Confirmed COVID Cases
(January 1, 2022-April 16, 2022)

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

BERKSHIRE COUNTY COVID-19 IMPACT:
MEDIUM/YELLOW

NEW COVID-19 CASES
 7-Day Total (Apr 13-19): 293.73/100,000 POP.

NEW COVID-19 HOSPITAL ADMISSIONS
 7-Day Total (April 13-19): 5.2/100,000 POP.

PERCENT OF INPATIENT BEDS OCCUPIED BY COVID-19 PATIENTS
 7-Day Average (Apr 13-19) : 1.7%

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

SOUTHERN BERKSHIRE COUNTY COVID-19 UPDATED 4/1/22

Alford, Becket, Egremont, Great Barrington, Lee, Lenox, Monterey, Mt. Washington, New Marlborough, Otis, Richmond, Sandisfield, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge

<p># NEW REPORTED CASES 7-Day Total (Mar 20-26): 35 7-Day Change in Case #: -2.8%</p>	<p># PCR TESTS 7-Day (Mar 20-26): 1793 7-Day Change in # Tests: 35%</p>	<p>PCR TEST POSITIVITY 7-Day (Mar 20-26): 1.95% 7-Day Change in Positivity: -28%</p>
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CURRENT STATE GUIDANCE: UNVACCINATED & HIGH RISK ADVISED TO MASK INDOORS*
CURRENT CDC GUIDANCE: STAY UP TO DATE WITH VACCINES, TEST IF SYMPTOMATIC

Berkshire & Southern Berkshire County
Weekly Confirmed COVID Cases
(January 1-March 26, 2022)

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

BERKSHIRE COUNTY COVID-19 IMPACT:
GREEN/LOW

NEW COVID-19 CASES
 7-Day Total (Mar 23-29): 111.25/100,000 POP.

NEW COVID-19 HOSPITAL ADMISSIONS
 7-Day Total (Mar 23-29): 3.5/100,000 POP.

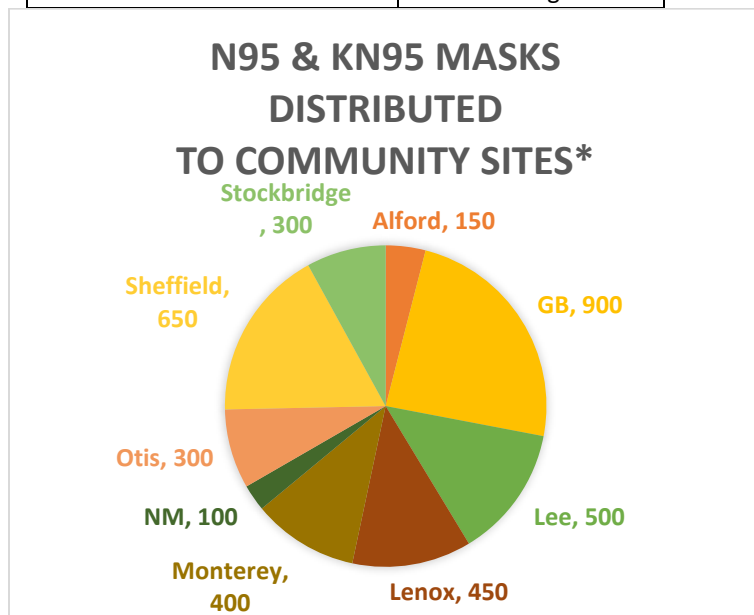
PERCENT OF INPATIENT BEDS OCCUPIED BY COVID-19 PATIENTS
 7-Day Average (Mar 23-29) : 2.1%

*Depts. of Education & Early Education /Childcare have their own guidance. Health care facilities & public transport still require all to mask indoors. Created by the Southern Berkshire Public Health Collaborative

SBPHC PHN COMMUNITY DISTRIBUTION SITES FOR MASKS

In collaboration with the New England Rural Health Association for Rural Vaccine Equity and Fairview Hospital, the public health nurses created and distributed kits that contained N-95, KN-95 masks and a pamphlet to be distributed in locations that serve populations who are at increased risk for illness for COVID-19.

LOCATION	COMMUNITY
Alford COA	Alford
People's Pantry	GB
Ramsdell Library	GB
VIM waiting room	GB
Construct	GB
Mason Library	GB
GB Senior Center	GB
Bostwick Gardens	GB
Flag Rock Village	GB
Lee Food Pantry	Lee
Lee Senior Center	Lee
Hyde Place	Lee
Lee Library	Lee
Lenox Food Pantry	Lenox
Lenox Library	Lenox
Lenox Community Center	Lenox
Food Pantry	Monterey
Monterey Library	Monterey
New Marlborough Library	NM
Otis COA	Otis
Otis Food Pantry	Otis
Sheffield Food Pantry	Sheffield
Sheffield Library	Sheffield
Sheffield Senior Center	Sheffield
Sheffield Town Hall	Sheffield
Dewey Court	Sheffield
Stockbridge Library	Stockbridge
Heaton Ct	Stockbridge



SBPHC PHN COMMUNITY BLOOD PRESSURE/WELLNESS CLINICS

The SBPHC PHN have a set schedule to provide blood pressure clinics around the region, in accordance to the interest for each town. These clinics were just getting ramped up again after the winter surge in this quarter, but we anticipate that participation and number of sites will grow as the region settles into the new normal.

TOWN	SCHEDULED DAY OF THE MONTH	# CLINICS/#ATTENDED
MONTEREY	2ND THURSDAYS	1 – 4 attendees
SHEFFIELD	2ND THURSDAYS	1 – 0 attendees
LENOX	2ND WEDNESDAYS	1 – 3 attendees
GREAT BARRINGTON	3RD THURSDAYS	1 – 0 attendees
LEE	LAST TUESDAYS	1 – 6 attendees

UPCOMING PROJECTS

- **Homebound Vaccines:** The SBPHC PHN is in the process of reaching out to COA to identify homebound residents in order to develop a homebound vaccine program.
- **Rapid Testing by Appointment:** There are no longer any Stop-the-Spread sites in Berkshire County, meaning that there is no longer free testing for residents who otherwise don't qualify for testing through insurance. We are looking at whether there is a need for rapid testing for individuals who need a rapid test and are not eligible for insurance reimbursement to get a PCR test. People needing a supervised rapid antigen test can get one by appointment by reaching out to jill@tritownhealth.org or (413)717-7209.
- **Car Seat Clinics:** Jill Sweet has undergone the certification process to check and install car seats. She has also applied for/received a grant that will provide free replacement car seats when she finds expired or seats that are not appropriate for a child during clinics in early summer.

Questions?

Amy Hardt, Lead Public Health Nurse (amy@tritownhealth.org)

Jill Sweet, Public Health Nurse (jill@tritownhealth.org)

Jayne Smith, Shared Services Coordinator (jayne@tritowhealth.org)

Jim Wilusz, TTHD Executive Director (jim@tritownhealth.org)

EXECUTIVE SUMMARY

TITLE: Setting a Fee for the ABCC's Annual Farmer's Pouring License

BACKGROUND: On August 10, 2016, Governor Baker signed into law H4569 creating a Farmer-Series Pouring Permit. Previous Farmer Wineries/Breweries/Distilleries needed to apply for an on-premise or a restaurant license to serve their products. The process for applying is precisely the same as all other annual licenses and does not count against our quotas. The Town of Great Barrington hasn't yet set a fee for this license.

FISCAL IMPACT: N/A

RECOMMENDATION: That the Board vote to approve an Annual Farmer's Series Pouring License Fee of \$450.00, which is the same as an Annual Restaurant Beer and Wine License.

PREPARED AND APPROVED BY:

DATE:



Amy Pulver, Office Administrator

5/17/2022

Selectboard Meeting Packet for May 23, 2022
Item 8.d. Farmer's Pouring License

Annual Alcohol Licenses-Not Alcohol (renew by the end of the year)	Fee	notes
Beer & Wine without Food	\$ 450.00	(Mahaiwe)
Club All Alcoholic	\$ 650.00	(VFW)
Innholder All Alcoholic	\$ 950.00	(The Berkshire)
Package Store All Alcoholic	\$ 1,050.00	
Package Store Beer & Wine	\$ 600.00	
Restaurant All Alcoholic	\$ 950.00	
Restaurant Beer & Wine	\$ 450.00	
Seasonal Club All Alcoholic	\$ 600.00	(Wyantenuck)

Annual Licenses-Not Alcohol (renew by the end of the year)	Fee	notes
Amusement Device	\$ 30.00	per machine
Auctioneers (annual and one day)	\$ 50.00	
Class II & Class III Auto	\$ 50.00	Class II = Selling second hand cars/Class III=Junk yard)
Common Victualler	\$ 25.00	
Flea Market (annual and one day)	\$ 100.00	
Innholder's or Lodging House	\$ 50.00	Difference is based on the # of rooms
Motion Picture	\$ 75.00	
Special Permit Long Form	\$ 300.00	
Special Permit Short Form	\$ 150.00	

Spring Licenses (renew April 1)	Fee	notes
Hawker's	\$ 35.00	Fee is the same for annual and one day
Outdoor Coin Operated Soft Drinks & Food Machines	\$ 25.00	per machine
Real Estate Sign	\$ 50.00	

Temporary Licenses	Fee	notes
Hawker's	\$ 35.00	For selling items on Town Property
One Day Liquor License	\$ 25.00	for each day
Special Farmer's Market Liquor License	\$ 50.00	Seasonal and One Day
State Sunday Entertainment		\$2 or \$5 Fees are the same as the state
Town Sunday Entertainment		\$2 or \$5 Fees are the same as the state
Weekday Entertainment	\$ 25.00	Weekday includes Saturday

One Time Permits	Fee	notes
Driveway Permit (not shared)	\$ 50.00	
Obstruction Permit	\$ 50.00	For blocking public roads/sidewalks or opening public roads/sidewalks

From: [Walsh, Sean \(TRE\)](#)
To: [Amy Pulver](#)
Subject: RE: Pouring License for a local brewery
Date: Friday, May 13, 2022 9:02:00 AM

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

That's entirely up to your board how you want to proceed.

Sean Walsh

Licensing Supervisor
Massachusetts Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150
Phone- 617-727-3040 ext. 749
Fax-1-617-727-1258
smwalsh@tre.state.ma.us

From: Amy Pulver <apulver@Townofgb.org>
Sent: Thursday, May 12, 2022 5:05 PM
To: Walsh, Sean (TRE) <smwalsh@tre.state.ma.us>
Subject: RE: Pouring License for a local brewery

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thank you! The Town doesn't have this on their fee schedule. Can we charge the same as a Beer and Wine on premise? Or should I have the Board quickly vote on a fee.



Amy Pulver

Office Administrator
IT Coordinator
413-528-1619 ex 2900
apulver@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records.

Consequently, confidentiality should not be expected.

From: Walsh, Sean (TRE) <sean.walsh3@state.ma.us>
Sent: Wednesday, May 11, 2022 5:27 PM
To: Amy Pulver <apulver@Townofgb.org>
Subject: RE: Pouring License for a local brewery

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Hi Amy,

Yes, exactly. The process is the same as a new retail license applicant, like a restaurant or package store. Same application, same process. The license will not impact your quota.

Thanks,

Sean Walsh

Licensing Supervisor
Massachusetts Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150
Phone- 617-727-3040 ext. 749
Fax-1-617-727-1258
smwalsh@tre.state.ma.us

From: Amy Pulver <apulver@Townofgb.org>
Sent: Wednesday, May 11, 2022 4:24 PM
To: Walsh, Sean (TRE) <smwalsh@tre.state.ma.us>
Subject: Pouring License for a local brewery

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

We have a local brewery asking about a pouring license for a new store they're opening here in Great Barrington. Is it the same process, they fill out the application and just choose Farmer Series Pouring from the type?

Many thanks,
Amy



Amy Pulver

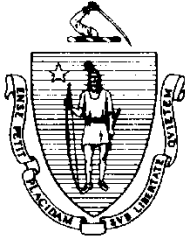
Office Administrator
IT Coordinator

413-528-1619 ex 2900
apulver@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



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Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
REGARDING EXTENSION OF FARMER-SERIES POURING PERMIT PREMISES AND
NEW § 19H POURING PERMIT

On August 10, 2016, Governor Baker signed into law H4569, “An Act relative to job creation and workforce development.” This legislation makes several changes to the Farmer-Series pouring permits.

Farmer-Series Pouring Permit Updates

Farmer-series licensees may now obtain pouring permits issued under § 19B(n) (for farmer-wineries), § 19C(n) (for farmer-breweries), and § 19E(o) (for farmer-distilleries) that permit them to sell for consumption not only on their licensed premises, but also on the farmland or vineyard that operates appurtenant and contiguous, and in conjunction with, the licensed premises. This means that a farmer-winery, for example, may sell its own wine by the glass not only inside its licensed winery, but also on its adjacent vineyard property.

For farmer-series licensees that already have a pouring permit but would like to add their adjacent farmland or vineyards to their pouring permit, please complete an Alteration of Licensed Premises application and submit it to your Local Board.

For farmer-series licensees that do not currently have a pouring permit but would like to obtain one, please complete a Farmer Series Pouring Permit application and submit it to your Local Board.

The New “19H” Pouring Permit

The legislature also created a new type of farmer-series pouring permit under § 19H. Previously, a farmer-series licensee could only sell its own license’s products on its premises. This meant, for example, that if a licensee owned a farmer-winery and a farmer-brewery, it was limited to selling its wines on its farmer-winery’s premises, and could not sell its brewery’s products on the farmer-winery’s premises.

Now under § 19H, if a licensee owns more than one type of farmer-series license, it can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee’s vineyards/farmlands are operated as appurtenant and contiguous to each other. For example, if a licensee owns a § 19B farmer-winery and a § 19C farmer-brewery that are on vineyards/farms adjacent and contiguous to each other, it may obtain a § 19H pouring permit that allows it to sell its winery products on the brewery’s premises, and its brewery’s products on its winery’s premises.

In order to apply for a § 19H pouring permit a licensee must complete the Farmer Series Pouring Permit application. In Section 3(b) of the application, the licensee must check all types of farmer-series licenses for which it seeks to have a § 19H pouring permit. For example, if a licensee has a farmer-winery and a farmer-brewery and would like to sell its winery products on its brewery premises, the licensee must check the boxes for “Farmer Brewery” and “Farmer Winery,” but not the “Farmer Distillery” box. **Please be aware that if the farmer-series licenses are not on lands appurtenant and contiguous to each other the application for a § 19H pouring permit will be denied.**

As with all farmer-series pouring permits, these permits only permit the farmer-series licensees to sell their own products, or products produced for them and sold under their brand name. No other alcoholic beverages may be sold anywhere covered under the pouring permit.

Finally, please be aware that nothing has changed about the prohibition against a licensee owning both a § 12 license and any farmer-series license issued under § 19B, §19C, and § 19E.

As a reminder, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts and that sale of alcoholic beverages take place only as authorized by applicable law.

(Issued August 11, 2016)