Mark Pruhenski Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER Selectboard Special Meeting via Zoom Order of Agenda for Tuesday, May 3, 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 June 16, 2021 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org . 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 SPECIAL MEETING BY ROLL CALL VOTE

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS

3. TOWN MANAGER'S REPORT

- a. Housatonic Water Works (HWW)
- b. Date for next Housatonic Water Works Executive Session is May 18, 2022 at 6:00PM
- c. Draft letter to Housatonic Water Works regarding bottled water and home water filters

4. NEW BUSINESS

- a. Bruce Clapper/Guthrie Center for a One Day Beer and Wine License for a benefit event at the Guthrie Center on May 7th, 2022 from 2:00pm to 9:00pm
- b. Samascott Orchards for a Farm Winery Special License to sell at the Great Barrington Farmer's Market from May 8th through November 13th, 2022 from 10:00am to 4:00pm
- c. Tiffany Riva/Railroad Street Youth Project for One Day All Alcoholic liquor license on May 21st, 2022 from 5:30pm to 8:30pm at the Memorial Field Bridge Street, Great Barrington
- d. Tiffany Riva/Railroad Street Youth Project for Temporary Weekday Entertainment license on May 21st, 2022 from 5:30pm to 9:30pm at the Memorial Field – Bridge Street, Great Barrington

5. CITIZEN SPEAK TIME

a. 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.

- 6. SELECTBOARD'S TIME
- 7. MEDIA TIME
- 8. ADJOURNMENT

NEXT SELECTBOARD MEETING

May 11, 2022

Executive Session May 18, 2022

May 23, 2022

Annual Town Election is Tuesday May 10, 2022 from 8:00 AM to 8:00 PM Annual Town Meeting Monday June 6, 2022 beginning and June 9, 2022 (if needed)

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.

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Certified Mail: 7018 3090 0001 7550 9508 Regular Mail

May 3, 2022

Mr. James Mercer, Treasurer Housatonic Water Works 80 Maple Avenue- Suite 1 Great Barrington, MA 01230

RE: Bottled Water/Reimbursements for impacted HWW customers

Dear Mr. Mercer,

In response to ongoing concerns about the quality of drinking water provided to many of our residents and your customers in the Village of Housatonic, the Selectboard discussed options that may help mitigate these issues at their meeting of April 25, 2022.

At the conclusion of that conversation, it was voted to request that the Housatonic Water Works Company offer bottled water options and/or reimbursements to customers impacted by the most recent HAA5 exceedances and for customers in areas that are frequently impacted by roily water.

In addition to the above, the board suggested water filtration options be provided to your customers as well.

Given the severity of this situation, the Selectboard would appreciate a response no later than May 31, 2022.

Best,

Mark A. Pruhenski Town Manager Selectboard Meeting Packet for May 3, 2022 Item 4.a. One Day Beer & Wine

Fee: \$25.00 (per day)

APPLICATION FOR ONE DAY LIQUOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions relating thereto:	
Applicant's Name: Bruce Clapper	
Organization Name: NA	
Applicant's Address: 101 Wilson St PiHsfield, MA 01201	
Telephone Number: 413 822-1844	
Type of License: (Circle one) ONE DAY BEER & WINE) ONE DAY ALL ALCOHOLIC	
Event: Harte to Harte: a day of Music	
Date: May 7, 20,22 Start Time: 2 pm End Time. 9 pm	
Event Address: 2 Van Deusenville Rd G+ Barrington, MA 01230	2
Is the Event on Town property? YES NO.	
PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:	
 TIPS or ServSafe Alcohol certification for anyone serving alcohol. 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.) If the avert is not compared to the certificate of averticing from the avert is not compared to the certificate of a service of the certificate of t	
$\sqrt{3}$. If the event is not on applicant's property, a letter of permission from the owner is required.	

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

Signature of Applicant

T TOTOLOUND AT

Date

FOR TOWN USE:

Approved _____

Denied

.

Postponed

)

Selectboard Meeting Packet for May 3, 2022 Item 4.b. Samascott Orchards Farm Winery License



Department of Agricultural

Resources

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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:** <u>Katelyn.Rozenas@mass.gov with</u> 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 I	nformation						
Name of Licens	sed Farm-Winery	Nine Pin Ci	derwork	s LLC			
Farm-Winery	Farm-Winery License Number		2194986			New Y	ork
Contact Person Sonya del Peral							
Address	22 Park Row						
City	Chatham		State	New	York	Zi p	12037
Phone Number 518-392-4267 Email sonya@ninepincider.com							
	nce preference Reg denial letters will be se		il Email				
Do you intend Sell Sample	d to sell, sample, c	or both? Check	all that ap	ply.			

2. Event Information

Selectboard Meeting Packet for May 3, 2022 icense

Item 4.b.	Samascott	Orchards	Farm	Winery	/ Li

Name of Agric	me of Agricultural Event Great Barrington Farmers Market							
Type of Event	de	Agricultural Fair (as defined by MDAR policy)			Farmers Market (as defined by MDAR policy)			Other Agricultural Event
If you selected Event Address			ral Event", how c		_		culture	2?
City	Grea	t Barring	gton	State	State MA			01230
Event Phone Nu	umber 201.314.3811		Event V	Event Website www.greatbar g		parring	gtonfarmersmarket.or	

3. Event Description					
What are the date(s) and time(s) of the event?					
Start date / / End date / / Time	(05 08 2022 11 1	3 2022	9am to 1	1pm
Month Day Year Month Day Year			. .		
If this is a weekly event, on what day of the wee	k doe		es, Satu	rdays	
If the event is an agricultural fair, does the event include competitive agriculture?		Yes	N	0	N/A ✓
ls the event sponsored or run by an agricultural/horticultural society, gran	ae	Yes 🗸			No
agricultural commission or association who primary purpose is the promotion of agricult and its allied industries?	ose	If yes, identify		Barringt rket	on Farmers

4. Event Manage	ment				
Name of Event Ma	nager Elizab	eth (Betsy) Brenna	n		
Email Address	gbfmmana	ger@gmail.com	Phone	Number	201.314.3811
Is this person the on-site manager?		Yes 🖌			No

 Selectboard Meeting Packet for May 3, 	2022
Item 4.b. Samascott Orchards Farm Winer	y License

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) <u>or</u> 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.

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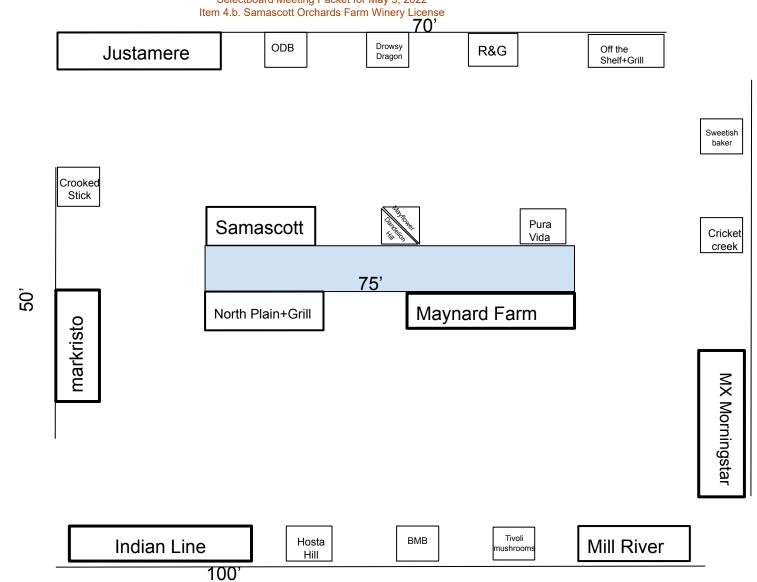
5. General

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

Selectboard Meeting F Item 4.b. Samascott Orcha		
Signature of Applicant	Farm-Winery License Number 1/26/2022	2194986 Date
<u>Nine Pin Ciderworks LLC by Sonya</u> Name (please print)	del Peral, Manager print)	_ _ Title (please
	New York	_State
FOR DEPARTN	IENT USE ONLY	
The event listed above is an approved agricultural even	ROVAL t by the Massachusetts Department of 4	gricultural
The event listed above is an <u>approved</u> agricultural even Resources under M.G.L. C138, Sec. 15F. 	t by the Massachusetts Department of A <u>3/23/2022</u>	Agricultural Date
The event listed above is an <u>approved</u> agricultural even Resources under M.G.L. C138, Sec. 15F.	t by the Massachusetts Department of A <u>3/23/2022</u>	
The event listed above is an <u>approved</u> agricultural even Resources under M.G.L. C138, Sec. 15F. 	t by the Massachusetts Department of A <u>3/23/2022</u>	. Date
The event listed above is an <u>approved</u> agricultural even Resources under M.G.L. C138, Sec. 15F. 	t by the Massachusetts Department of A <u>3/23/2022</u>	. Date
The event listed above is an <u>approved</u> agricultural even Resources under M.G.L. C138, Sec. 15F. 	t by the Massachusetts Department of A <u>3/23/2022</u>	. Date

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Selectboard Meeting Packet for May 3, 2022



Managers

table

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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, prefinished 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.
- 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 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.
- I. 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 vender 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 ingredients 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:
 - 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

Selectboard Meeting Packet for May 3, 2022 Item 4.b. Samascott Orchards Farm Winery License

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 TA FARMER WINER FOR BIGENSE TO SELL AT A Item 4.b. Sama FARMER'S MARKET

(CH.138, §15F)

YEAR 20

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0.03

22

1. Licensee Information:		ABCC License Nu	mber:					
Name of Applicant: NINE PIN CIDERWORKS LLC		(If Existing Licens		NY 2194	986			
Mailing Address: 22 PARK ROW		Business Name	e (d/b/a if dif	ferent) :				
Manager of Record: SONYA DEL PERAL		ے City/Town: CH	IATHAM		State	NY	Zip	12037
	 Phone Number o	f Premises:	518-39	2-4267				
Other Phone: 518-449-9999	Email: SONY	A@NINEPINCIDER.	сом	Vebsite:	WWW.N			·OM
Contact Porcon concerning this and lighting (at	┛ └────			vebsite.				
Contact Person concerning this application (atto	orney if applicable):				1		_	
Name: SONYA DEL PERAL		City/Town:	СНАТНАМ		State	NY	Zip	12037
Address: 22 PARK ROW		Email:		SON	A@NINE	PINCIDE	R.COM	
Contact Number : 518-392-4267		Fax Number:		r.				
2. Event Information:								
A. Farmer's Market licenses are only permitted a					gricultur	al Event	s.	
Please attach document from Department of Agri	cultural Resources cer	rtifying that this is a	n agricultura	l event.				
Date(s) of Event: 3/7/22 - 11	13/22							
B. Contact person for applicant during event:								
Name: Jake Samasrott								
	2.2							
578 3	30 5649							
C. Description of the premises within the Farmer	r's Market:							
Address of Premises for the Sale of Wine:	8 Church	54						
City/Town: Great Burrington State			Number of I	Promisos	20	1 21		
Describe Area to be Licensed:								
10'x 20' Pop up tent								
top op rent								

APPLICATION SUBJECTIONS AND A FARMERSWINERY TO SELL AT A Item 4.b. Sam FARMER'S MARKETery License

(CH.138, §15F)

3. Existing License(s) to Manufac	ture, Export and Sell at Retail:		
ist the license(s) you hold which autho	orize the manufacture, exportation and retail sal	e of wine to co	onsumers: (Attach a copy of each license)
Name	License Type		License Address
NINE PIN CIDERWORKS LLC	U.S. BASIC PERMIT WINE PREMISES	929 BROA	DWAY ALBANY NY 12207
NINE PIN CIDERWORKS LLC	NEW YORK FARM CIDERY	929 BROA	DWAY ALBANY NY 12207
	arge, samples of wine to prospective cust samples of wine shall be served by an agent, repres		Yes No 🔀
If yes, please provide names and a	ddresses of all agents, representatives and so	licitors:	
Name	Address		ABCC License Number
Proof of Age for Sale to Consum			
use identity all methods by which you	a will obtain proof of age before providing samp	les or making	any sales of wine to consumers :
CTURE ID CHECK			
Transportation and Delivery:			
	sinesses that are licensed under M.G.L. c. 138, §2	2 that will be r	making any delivery of wine on your behalf
David Loyola			

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

APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A Item 4.b. Samascott Orchards Farm Winery License FARMER'S MARKET (CH.138, §15F)

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes 🔀 No 🗌

Registration Date: OCTOBER 28, 2015

7. Disclosure of License Disciplinary Action: Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes 🗌 No 🖂 If yes, list said interest below: Date License Reason why license was Suspended, Revoked or Cancelled

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

Note: The LLA may require additional information.

Signature	Jonya del fual, manager	
Title	MANAGER	
Date	1/26/2022	

1/26/2022

Revised: 12/3/2019

Please note which question you are using this space for.

Selectboard Meeting Packet for May 3, 2022 Item 4.b. Samascott Orchards Farm Winery License

2013-BWNP-0133	32-0
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229 BROADWAY ALBANY, NY 12207-0000 A DE NAMES A UTHORIZED BY THIS PERMIT (Trade name approval does not constitute by all as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.) *Used for Contract Bottling or Packaging/Branding Purposes RMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY) resuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address Distilled Spirits distiller rectifier (processes)	
Under Paderal Alcohol Administration Acty 08/30/2013 VAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code) 3.RECISTRY NUMBE BWN-NY-2102 VINE PIN CIDERWORKS LLC 4.Date of APPLICE V29 BROADWAY 4.Date of APPLICE L29 BROADWAY Important Cide Contract Bothing or Packaging/Branding Purposes Important Cide Contract Bothing or Packaging/Branding Purposes ADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute was addres or contract Bothing or Packaging/Branding Purposes Important Cide Contract Bothing or Packaging/Branding Purposes MMT GRANTED FOR (ONE TYPE OF OPERATION ONLY) "used for contract Bothing or Packaging/Branding Purposes Important cide addres of the date indicated in Imm 4, you are authorized and permitted to engage, at the above addres warehoused and bothide, or the wines so rectified. String of the date indicated in Imm 4, you are authorized and permitted to engage, at the above addres be addres or contract to sell or ship, in interstate or foreign commerce, the wines so rectified. String of the date indicated in Imm 4, you are authorized and permitted to engage, to reale, contract to sell or ship, in interstate or foreign commerce, the alcoholic deverages: while so engaged, to receive or to sel, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages: while so engaged, to receive or to sel, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages: <td></td>	
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DHN J. MANFREDA, ADMINISTRATOR	DATE OF AMENDMENT
DHN J. MANFREDA, ADMINISTRATOR	
UTIN J. MANFREDA, ADMINISTRATOR	
5170.2 (1/2005)	
2. State 1.	

FOLD AND TEAR HERE

LATAN HIMAN	Before commencing or doing any business for the time for which this license has been issued, the said license shall The whole of said license may be seen therein, having a clear glass space and a substantial wood or metal back so that The room where such business is carried on, so that all persons visiting such place may readily see the same.		929 BROADWAY ALBANY NY 12207	NINE PIN CIDERWORKS LLC	sidewalk cafe	THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OF TO ANY OTHER PREMISES OF MAY BE REVOKED AT ANY TIME PURSUANT TO LAW METHOD OF OPERATION FARM CIDERY
Certificate No. 60922737	BEFORE COMMENCING OF DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL WICLOSED IN A SUITABLE WOOD OF METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OF METAL BACK SO THAT WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.	Vincent G. Bradley Chairman	Unit Bagg.	FILING FEE \$100.00 LICENSE FEE \$225.00		THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OF TO ANY OTHER PREMISES OF TO ANY OTHER MAY BE REVOKED AT ANY TIME PURSUANT TO LAW OTHER PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND METHOD OF OPERATION 4 CIDERY

Selectboard Meeting Packet for May 3, Item 4.b. Samascott Orchards Farm Winer

COUNTY:

ALBANY

FARM CIDERY LICENSE SERIAL #: 2194986

FOLD AND TEAR HERE

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.

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EFFECTIVE DATE: EXPIRATION DATE: CERTIFICATE #:

1/31/2023 922737

12/03/2019



" 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/)

Selectboard Meeting Packet for May 3, 2022 Item 4.b. Samascott Orchards Farm Winery License

 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)

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

Fee: \$25.00 (per day)

Pd. 4/14/22/ch# 10405



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: Tiffeny RMA
Organization Name: Railroad Street Yorkn Project
Applicant's Address: LOO Bridge of. P.O. Box 698, Great Barngton
Telephone Number: 413-717-1560
Type of License: (Circle one)ONE DAY BEER & WINEONE DAY ALL ALCOHOLIC
Event: Culincy Arts Apprenticeship Dinner
Date: $5/21/22$ Start Time: 5^{30} End Time: 8^{30}
Event Address: Memorial Park, Bridge street Great Barnyton
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.

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

Signature of Applicant

3/30/22 Date

FOR TOWN USE:

Approved

Denied

Postponed

Selectboard Meeting Packet for May 3, 2022 Item 4.c. One Day Liquor License

Dropin Parking MI gord 1Si -Rest Rooms Prep Tent Registrati Check-in Bar Ba Event Tent Bond Stand Basebourd



TOWN OF GREAT BARRINGTON Temporary Weekday Entertainment License Application \$25.00 per day Pol.4 (14) 22/04.14 (0404

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: TIFFONY RNA
Business/Organization: Railroad Street Jorth Project
D/B/A (if applicable):
Address: 60 Bridge St., Great Bannyton, MA 01230
Mailing Address: P.O. BOX 698, Great Barnyton, Ma 01230
Phone Number: 413-717-1560
Email: Tiffony @rsyp.org
TYPE: (Check all that apply) Concert Dance Exhibition Cabaret DJ
Live band with up to pieces, including singers Public Show
(X) Other (please explain) <u>Fundraising</u> Event
INCLUDES: Live music Recorded music Dancing by entertainers/ performers
Dancing by patrons 🔀 Amplification system 🗌 Theatrical exhibition
Floorshow Play Moving picture show Light show Jukebox
Other (please explain)

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the public area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L.Chp.140 Sec.183A)

× NO YES

Selectboard Meeting Packet for May 3, 2022 Item 4.d. Temp Weekday Entertainment License

Please circle: INDOOR or OU	TDOOR Entertainment
Exact Location of Entertainment ((include sketch): Memorial field - atfield
Date(s) of Entertainment*: * Does not include SUNDAY Start & End Times of Entertainme	Saturday May 21, 2022 ent: 530_930
Does your event involve any of t	the following? (Check all that apply)
🖄 Food 🛛 🕅 Temporary Bathr	rooms 🔀 Tents 🗌 Stages 🗌 Temporary Signs
Electrical Permits Buil	ding Permits
Pursuant to M.G.L. Ch. 62C, Sec. knowledge and belief, have filed	. 49A, I certify under the penalties of perjury that I, to my best all state tax returns and paid all state taxes required under law.
Signature of Individual or Corporate Officer	Date SS# or FID#
	n and a straight and a straight and a straight and a straight a st
	TOWN USE ONLY:
DRT Review with Conditions: <u>T</u>	ent permit may be required. Must coordinate food permits
W	vith Health Dept. in advance. No issues otherwise. CR
APPROVAL DATE:	LICENSE #