

Board of Health Meeting - Tuesday, June 28, 2016 7:00 p.m.
116 Main Road, Tyringham

Board members present - James Consolati, Christopher Johnson, Matthew Puntin.
Others present - Molly Curtin-Schaefer. See attached list.

The mail was read, previous minutes were approved. The Pledge of Alligance was recited.

PUBLIC COMMENT:

Mark Curtin submitted an application to drill a well. This permit was granted. ✓

CONSULTANT:

James Wilusz was in attendance to possibly consult on 3 projects. ✓

Residential Kitchen, 1A George Canon Road
Trustees of Reservation, Ashintully, 2 Sodom Road
Town Pond

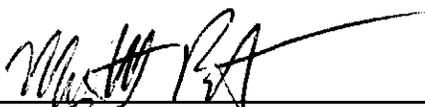
- A discussion ensued regarding what may be needed for the above projects. Giovanni Boivin, of the Trustees submitted a proposal to the board for the Ashintully Gardens (attached).
- Nina Campus asked what would be required to obtain a residential kitchen certificate.

James Wilusz submitted a list of professional public health services that he can assist the Tyringham Board of Health with. He wants to know what the Board of Health expectations would be. It was decided that Matthew Puntin will review the list and ask Mr. Wilusz for pricing.

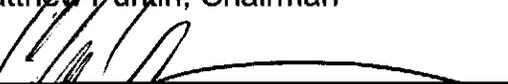
SEPTIC SYSTEM:

Berkshire Engineering submitted an application for a new septic system on 2 Brace Road. This application was approved.

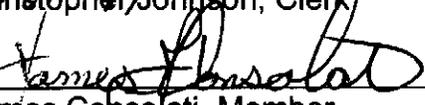
Adjourned at 7:34



Matthew Puntin, Chairman



Christopher Johnson, Clerk



James Consolati, Member

NUMBER

16-01

THE COMMONWEALTH OF MASSACHUSETTS

FEE

50.00 pd ch

102

Town of Tyngham

This is to Certify that

Mark + April Curtin

NAME

119 Main Road

ADDRESS

IS HEREBY GRANTED A PERMIT-

For To drill a well

Effective July 1, 2006:

- 1. GPS coordinates will be required on all wells in addition to the traditional well location information.
- 2. Rock and soil classification will comply with new standardized reporting requirements.
- 3. Both paper and electronic copies of well reports will be in use.

This permit is granted in conformity with the Statutes and ordinances relating thereto, and expires December 31, 2016 unless sooner suspended or revoked.

Board of Health

By:

Matthew P.A.

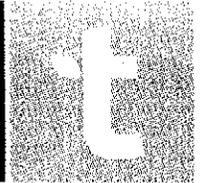
MATTHEW PUNTIN

B.O.H. CHAIRMAN

6/28/2014

Date

FILE COPY

**Berkshires Office**

1 Sergeant Street
PO Box 792
Stockbridge, MA 01262
tel 413.298.3239
fax 413.298.5239
thetrustees.org

Tyringham Board of Health**Proposal for Ashintully Gardens****June 28, 2016**

As per discussions with the Planning Board and Board of Health, the Trustees will implement the following safety measures in the barn at 1 Sodom Road, Tyringham, MA.

- Exterior lighting for parking and restrooms to be installed on the exterior walls of the barn.
- Finished walls and floor to be made impermeable in the garage with the heating oven in the event of catering.
- Exit signs and fire extinguishers to be installed in the interior of the barn space in the event of use of the interior space of the barn.
- A Dirty Dish clause has been added to the function contract, as no public water sources are available on the property.
- Restrooms are to be brought in, including at least one handicap accessible stall.
- Functions of over 50 people are held outside in the gardens, and may have a tent brought in, with a building permit assigned by the town building inspector.
- The interior of the barn is measured at 1500 square feet, including existing furnishings. Capacity will be determined based on standing/sitting/tabling requirements.
- A licensed caterer will be brought in for private functions.
- Two Trustees staff members will be on site during all functions, public and private.

Any additional requirements can be met, or put on hold and accommodations based on restrictions will be implemented, for example, prohibiting use of the barn and heating oven until such time as the safety measures can be installed.

Giovanni Boivin

Guest Services Coordinator | South Berkshires

gboivin@thetrustees.org | Office: 413-298-3239 x3008 | Cell: 413-446-9856 | Fax 413-298-5239



FUNCTION CONTRACT
For the use of Ashintully
A property of The Trustees of Reservations

Rental Date:

Time:

User:

Address:

Phone:

Contact person:

Caterer:

Catering plans for function:

Tent/Chair Rental Company: _____

AGREEMENT: Ashintully is a property of The Trustees of Reservations. This agreement is between The Trustees of Reservations (The Trustees), a Massachusetts charitable organization with an address at 1 Sergeant Street, Stockbridge, Massachusetts, 01262 and _____ (User).

PERMITTED USE:

___ Wedding ceremony and reception at Ashintully Gardens. User has access to lawns, barn garage for catering set up and preparation and Studio. Studio use is contingent on all furniture remaining in place. An additional fee will be required to move any furniture.

PREMISES: The User shall have the non-exclusive use of the chosen wedding site garden at Ashintully for the event.

The User viewed the premises and agrees that they are satisfactory for the intended use in the present condition. The User is aware that properties of The Trustees are generally open to the public, and that any areas of the property not described above as

the "premises" may be used by visitors or other users during the use time. The Trustees will use reasonable efforts to exclude others from the premises during the use time. The User will use reasonable efforts to confine its use solely to the premises.

NUMBER OF GUESTS: The number of guests is estimated at ____ (cannot exceed 100).

FEE: The fee for the wedding ceremony and reception at Ashintully is \$4,000.00 with an additional charge of \$500.00 for each additional tent placed on the property.

DEPOSIT: In order to reserve the premises for the aforementioned use time the User shall pay The Trustees of Reservations a non-refundable deposit of **\$500.00** upon the execution of this agreement. The balance of the use time fee is due on or before the day of the function. All fees paid are non-refundable.

CONTRACTORS AND SET-UP: The User shall hire contractors that provide chairs, tents, food, lighting or other services required by the User. The Trustees, in consultation with the User and contractors, shall determine the location of all tents, musicians and caterers. Site visits by the User and/or contractors, as well as deliveries, require an appointment. Appointments may be made with the Guest Services Coordinator.

ALCOHOLIC BEVERAGE POLICY: If alcoholic beverages are to be served at the event, all alcoholic beverages will be sold and served by the caterer. No one, including the User, invitees and/or guests, except the caterer, may bring alcoholic beverages onto the premises. Alcoholic beverage service may be discontinued at any time during the use time at the discretion of the Guest Services Coordinator should he/she have reason to believe that the User, the User's agents, contractors, vendors, invitees and/or guests are overindulging and/or providing liquor for underage guests. Alcoholic beverage service shall be discontinued at least one half-hour prior to the scheduled end of use time.

CATERING POLICY: The Trustees must approve the caterer in advance. The caterer must provide proof of liability insurance and the appropriate tent and food permits from the Town of Tyringham. A Dirty Dish fee will be included in the contract of the caterer as there are no public water sources on the property.

MUSIC POLICY: All music must be kept at a moderate level. Music volume is subject to the discretion of the Superintendent and must be turned off by 9 pm. Small jazz bands, classical music, or DJ's are acceptable. Rock or Blues bands are not permitted.

RESTROOMS: User shall arrange for portable restrooms. The User shall determine location of the restrooms in conjunction with the Trustees.

PARKING POLICY: Parking is available for no more than 35 cars, including contractor and caterer vehicles. The User shall arrange for additional off-site parking or transportation.

RICE OR CONFETTI: No rice or confetti is to be thrown on the premises.

MAINTENANCE: The user shall maintain the premises in the same condition they are in at the beginning of the use time, and shall be solely responsible for any damage, including damage to personal property, caused by the User, the User's agents, invitees and/or guests, contractors or vendors. The User shall reimburse The Trustees for any such damage within ten (10) days of receipt of an invoice detailing the nature of the damage and the cost of its repair or replacement. The User shall make no change to the premises whatsoever without the prior written permission of The Trustees.

COMPLIANCE WITH LAWS: The User agrees that no use of the premises shall be made which is offensive or excessively noisy; nor shall any use be made which is contrary to any law, or regulations established by The Trustees.

INDEMNIFICATION LIABILITY: The User shall indemnify and save harmless The Trustees (and its officers, directors, members, employees and agents) from all loss, damage and cost, including reasonable legal expenses, occasioned by the User's use of the premises to the extent caused by the breach of this Agreement or the negligence or misconduct of the User, the User's agents, contractors, vendors, invitees and/or guests.

FORCE MAJEURE: In no event will The Trustees be liable for any unavailability of the premises due to causes beyond its reasonable control, including electrical and plumbing problems, fire, flood or other casualty, acts by governmental authorities and acts of third parties.

MISCELLANEOUS: This Use Agreement sets forth all of the terms of the understanding and may only be modified by a written agreement signed by the parties. The User hereby agrees to the conditions set forth in the aforementioned agreement.

One copy of this agreement must be signed by the User and returned with a non-refundable deposit. Upon receipt of the signed agreement and deposit The Trustees will sign and return a copy of the agreement to the User as a receipt of deposit and confirmation of contract.

ACCEPTANCE OF AGREEMENT:

The Trustees of Reservations

User: _____

By: _____

By: _____

Date: _____

Date: _____



Commonwealth of Massachusetts
 City/Town of
Disposal System Construction Permit
 Form 2A

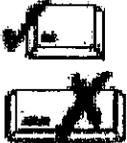
16-03
 Number

DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with the local Board of Health to determine the form they use.

Permission is hereby granted to:

Joe Wilkinson Name
1551 Boardman St Address
Sheffield, Ma 01257 City/Town State Zip Code

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



to perform the following work on an on-site sewage disposal system:

- Construction
- Repair or replacement
- Repair or replacement of system components

2 Brace Road Facility Address
Tyringham City/Town State Zip Code
Parker Quillen Owner Telephone Number

The work to be performed is further described in the Application for Disposal System Construction Permit. The applicant recognizes his/her duty to comply with Title 5 and the following local provisions or special conditions:

All construction must be completed within three years of the date below.

Matthew Puntin Approved by Date 6/28/16
MATTHEW PUNTIN
 Title B.O.H. CHAIRMAN

BOARD OF SELECTMEN / BOARD OF HEALTH

Date: June 28, 2016

TIME - _____ NAME- John E Howard

Fire Chief Charles Slater

William Roche

nina campus

Giovanni Boivin

Jim Wilusz

Jim Curtin

Harly Curtin

Denise Curtin

Mark J. Curtin

Benjamin Hayward

Reese Palmer

Van C. Chequette

Wesley Stenzel

Town Administrator

From: "Nina Campus" <ninacampus708@gmail.com>
Date: Tuesday, July 05, 2016 5:11 PM
To: <Townhall@bcn.net>
Subject: Residential Kitchen Certification

Hello folks,

I am following up on the BoH meeting last Tuesday. Has there been any progression as to the steps necessary to certify my kitchen? I'd really like to get this going, as the window for farmer's markets is short and its already July. Any information is great.

I've reached out to Peter from the Monterey BoH, he says my kitchen would have to be certified by the Tyringham BoH. I'm waiting to hear back if he has any information as to the specific steps so that I could pass it along to you all. But, hopefully, you already have some information for me!

Hope you all had a nice holiday weekend, look forward to hearing from you as soon as possible.

Thank you so much,

Nina Campus