

**Selectboard**  
**Ware Town Hall, Meeting Room, 126 Main Street**  
**Meeting Notice Agenda – Tuesday, February 21, 2023 at 7:00 p.m.**

**6:00 PM – Executive session pursuant to the provisions of M.G.L. c.30A, §21 (6) Real Property; (#2) Negotiations, Non-union personnel, and (#1) Complaints brought against a public officer, employee or staff and review of Executive Session Minutes.**

**Instructions for Remote Participation:** At or before 7:00 p.m., call the phone number below and when prompted enter the Meeting ID number. The platform is Zoom Meetings.

**Join online:** <https://us02web.zoom.us/j/7846041861> (the online option will require a download).

**Meeting ID:** 784 604 1861

**Passcode:** 01082

**Phone:** 929-205-6099

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**Opening Remarks, Announcements, and Agenda review by Chair**

**Consent Agenda**

- **Approval of Regular Session Minutes**
  - January 17 and February 2, 2023
- **One-Day Liquor Licenses – All requests are for Beer & Wine Licenses from Workshop13, events being held at 13 Church Street, Ware, MA:**
  - March 03, 2023, The Word & Workshop13 – Open Mic Poetry from 6:30-10:30pm
  - March 04, 2023, Super Group Concert from 6:30-10:30pm
  - March 17, 2023, Open Mic Night – Music from 6:30-10:30pm
  - April 07, 2023, The Word & Workshop13 – Open Mic Poetry from 6:30-10:30pm
  - April 15, 2023, Christopher Coulette in Concert from 6:30-10:30pm
  - April 21, 2023, Open Mic Night – Music from 6:30-10:30pm

**Scheduled Appearances**

- **7:05pm National Grid Petition for Pole & Wire Hearing**
  - Location West Warren Road, Petition #30635979
- **7:10pm National Grid and Verizon New England Petition for Joint & Identical Pole Hearing**
  - Location West Warren Road, Petition #30635979
- **7:15pm Comcast Cable Television**
  - Identify Town and Public Cable License renewal needs
- **Proposed FY22/23 Community Development Block Grant Application**
  - Presentation and discussion of the FY22/23 CDBG grant application, PVPC
- **Wine and Malt License, \$15 Package Store (Continued from 02/07/23)**
  - Nilkant 139, Inc d/b/a City Wine, Spirits, and Smoke Shop, 139 West Street, Unit C
- **7:45pm Public Hearing to consider opting out of Vote by Mail for the April 10, 2023, Annual Town Election**

**Old Business**

- **Right-To-Farm (Continued from 02/07/23)**
  - PCD Dept will be presenting a draft Bylaw
- **Town Manager's Contract (Update)**

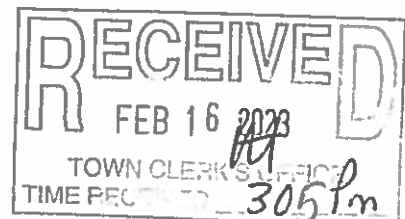
**New Business**

- **Appointments**
  - Flag Committee – Todd LaVallee
  - Open Space Committee – Jodi Chartier
  - Ware Housing Authority – 5 Applicants (*This is a Joint Meeting with the Authority*)
  - ADA Commission – Heidi Reed

**Written Concerns of Citizens**

**Town Manager Report**

**Adjournment**





## SELECTBOARD

Ware Town Hall, Meeting Room, 126 Main Street, Ware, MA 01082  
Regular Meeting Minutes – Tuesday, January 17, 2023, 7:00pm

**Board Members Present:** Chairman John Morrin, Vice-Chair Caitlin McCarthy, Clerk Thomas Barnes, Selectboard Member Keith Kruckas, Selectboard Member Joshua Kusinerz

**Board Members Absent:** None

**Remote Participation:** Stanley Ciukaj (Ware Community Television), Ware River News, Anna Burgos

**Public in Attendance:** Interim Fire Chief J. Martinez, Geoffrey McAlmond, Ken Willette, Terry Smith, Frederick Daniels, Naomi Ward, Kelsey Sidur, Nicholas Bousquet, Town Manager Stuart Beckley, Nicole Croteau

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Chairman John Morrin opened the meeting at 7:00pm and lead the pledge.

### OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR

None

### CONSENT AGENDA

- **Approval of Special Event**
  - American Ice Festival, February 18, 2023, from 2:00-9:00pm at Memorial Field (Event being rescheduled from January 14, 2023)
- **Approval of One Day Liquor License**
  - Its Wine O' Clock, February 18, 2023, from 1:00-5:00pm  
Request is being rescheduled from January 14, 2023.

Board reviewed the material provided. No Discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to approve the Consent Agenda as presented. Seconded by Chairman John Morrin. No further discussion. All in Favor 5/0/0.

### SCHEDULED APPOINTMENTS

- **JOINT MEETING WITH WARE HOUSING AUTHORITY** – Discussion and Approval of Appointments.

Board reviewed the six applications submitted.

**MOTION** by Vice-Chair Caitlin McCarthy to recommend Frederick Daniels to the Ware Housing Authority. Seconded by Board Member Joshua Kusnierz. No further discussion.

Roll Call Vote:	Chairman John Morrin	Yes	Vice-Chair Caitlin McCarthy	Yes
	Clerk Thomas Barnes	Yes	Selectboard Joshua Kusnierz	Yes
	SK Robbins	Yes	Anna Burgos	Yes
	All in Favor 6/0/0.			

- **7:05pm NATIONAL GRID/VERIZON POLE HEARING** – Coffey Hill Road, Sherman Hill Road, Webster Road, and Sczygiel Road

Board Member K. Kruckas asked if all the abutters were notified. The representative for National Grid stated yes. Board reviewed the materials provided.

**MOTION** by Board Member Keith Kruckas to approve the work as described. Seconded by Vice-Chair Caitlin McCarthy. No further discussion. Majority in Favor 3/0/2 (Abstained Chairman John Morrin and Board Member Joshua Kusnierz).

- **JOINT MEETING WITH FINANCE COMMITTEE – FY24 Budget**

Ken Willette introduced Terry Smith, SK Robbins, Kelsey Sidur the Board. Mr. Willette gave a brief description of the budget process with department heads, Town Manager and Finance Committee. Mr. Willette reminded the department heads there is not a lot of capacity in the budget this year and relayed a few points to the Board:

1. Be Conservative. Some line items must be fulfilled per Federal, State or Collective Bargaining requirements. Concerns with the cost of inflation and all employers are now dealt with retaining staff.
2. Capital Planning. Want to look at long term needs of each department, how it is funded and budget for it. Looking at building and facility needs this year. The study shows departments need space. Suggested to have a consultant survey town building with their needs to create and show an overview plan. Capital needs will be included. Finance Committee will find this as a planning tool.
3. 5 to 10 Year Revenue. Operating capital on water and wastewater. Water enterprise has been successful, but wastewater has been negative. Tighe and Bond prepared a scale assessment report. There are some projects through ARPA and grants but in FY25 and would need town meeting to fund. Rate plan was adopted for FY22,23,24 but not FY25.
4. Lastly, there is \$2.2million in free cash but truly from taxes. Can not be used in the years it was generated. The town does have financial guidelines to stabilize. Town also has been great at monitoring it.

Mr. Willette continued to state the Committee would like to support Economic Development to continue to grow revenue. Also thanked the Board for signing the ReSource agreement.

Board Member K. Kruckas stated there is a huge hurdle in staffing and pay rates – the town needs to retain staffing. Vice-Chair C. McCarthy agreed, we don't want Ware to become a training facility.

Chairman J. Morrin stated he spoke to the Downtown Committee and would like to see changes to keep businesses and make Ware inviting to new businesses. T. Smith suggested the Town should seek a consultant or a committee to draw businesses into town.

Board thanked the Finance Committee for their efforts and coming tonight to discuss such items. No action taken. End of discussion.

- **SUBSTANCE USE ALLIANCE – Naomi Ward, updates on trainings and events**

Naomi Ward was present on behalf of the Substance Use Alliance. The Drug Free Community Grant is funded through the CDC for the last 7 of the 10 years. The committee is involved with trainings at the schools, for topics such as the harms of vaping and recognizing mental health. Announced there is a training being offered to become TIP Certified.

Vice-Chair C. McCarthy thanked Ms. Ward for coming tonight. And agreed mental health needs to be recognized.

Clerk T. Barnes asked if there were "vape detectors" in the schools. Ms. Ward replied yes. No action taken. End of discussion.

## **OLD BUSINESS**

- **ARPA CONSIDERATION – Business Assistance Program**

Town Manager S. Beckley provided a draft of how a business can request for funds based on their needs and how it would help financially. Such as last year during the renewal process for the liquor licensing, the fees were waived. Funding for those businesses in need can also request help from the CDA Committee. Board Member K. Kruckas agreed it should be businesses mainly. Town Manager S. Beckley also suggested maybe help residents with fuel assistance. In conclusion, the next step would be to meet with the CDA and see what process would work and help bring back struggling businesses, and the Board agreed it should be comparing before and after COVID financials.

**MOTION** by Board Member Keith Kruckas to request a list of businesses for the next meeting for consideration. Seconded by Board Member Joshua Kusnierz. No further discussion. All in Favor 5/0/0.

- **TOWN MANAGER CONTRACT**

Tabled

## **NEW BUSINESS**

- **RIGHT OF FIRST REFUSAL – Lot 3, Campbell Road, Corinne Campbell**

Town Manager S. Beckley explained the parcel of land is in Chapter 64 and a portion is being subdivided. The Planning and Conservation have no interest in the land and suggested the Board release this parcel as well.

**MOTION** by Board Member Keith Kruckas to release the parcel as described. Seconded by Board Member Joshua Kusnierz. No further discussion. All in Favor 5/0/0.

- **REQUEST BY INTERIM FIRE CHIEF FOR STAFFING AND PROMOTIONS**

Interim Fire Chief Martinez is requested to appoint/promote the following positions:

Appoint Mackenzie Williams as firefighter/paramedic starting on Jan. 23, 2023;

Appoint an Interim Deputy Chief;

Promote Jeff Zacharie to Lieutenant off the current active Civil Service promotional list.

The Board was in agreement with the request and had no issues. End of Discussion. No action taken. It was determined that promotions are the authority of the Chief.

- **APPOINTMENTS**

**OPEN SPACE COMMITTEE – Nick Bousquet**

The Board reviewed the application for Mr. Bousquet. No further discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to appoint Mr. Bousquet to Open Space Committee.

Seconded by Board Member Joshua Kusnierz. No further discussion. All in Favor 5/0/0.

**COUNCIL ON AGING – WALTER LaHair**

The Board reviewed the letter of interest from Mr. LaHair. No further discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to appoint Mr. LaHair to Council on Aging. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 5/0/0.

- **REQUEST FOR HEARING DATES – February 7, 2023, at 7:05pm for a new Wine and Malt License application – Nilkant 139 Inc dba City Wine, Spirits, and Smoke Shop, 139 West Street, Unit C.**

The Board reviewed the request for hearing date for the above applicant. No discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to schedule the hearing date as requested. Seconded by Board Member Joshua Kusnierz. No further discussion. All in Favor 5/0/0.

- **REQUEST FOR CHANGE OF MANAGEMENT FOR LIQUOR LICENSE – Gabryel Narutowicz Inc.**

The Board reviewed the request to change management from Kim Trzpit to Kirk Brown. No further discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to approve the change of management to Kirk Brown. Seconded by Board Member Keith Kruckas. No further discussion. All in Favor 5/0/0.

## **WRITTEN CONCERNS FROM CITIZENS**

None

## **TOWN MANAGER'S REPORT**

Town Manager S. Beckley presented the following to the Board:

- Comcast renewal is approaching, and the hearing date is set for February 21. Reminded the Board there is still no service along Webster Road. The license is valid through February 2024.
- Snow's Seafood is being opened under the same ownership as prior.
- There is a recent news article regarding Ware VS 3M and the Town is currently participating in the class action suit.
- This Friday and Saturday, Town Manager S. Beckley will be attending the MMA Annual Meeting in Boston. Hopes to get an early peak at the budget but won't officially know the budget until March.
- Lifeguard Training – Chairman Morrin asked if this was a training for newbies or those already certified. N. Croteau was to verify.
- Babysitting Training – The Board thought this was great for teens to attend and gave N. Croteau permission to schedule a training date and time.
- Emergency Planning - Town Manager followed up with Interim Fire Chief Martinez and stated there is enough water to provide, and the Youth Committee has volunteered to gather food and blankets. The Fire Department and Senior Center are the two places to offer shelter when needed. The Senior Center does lack showers. Reminded the Board that Ware is part of Hampshire County Emergency Management, so when there is a need, the Management provides such items. Board generally agreed there should be a plan established.
- Hospital Updates – The Committee will meet on January 25 and then with the architect. Will provide an update after their meeting.
  - Board Member K. Kruckas stated the Phase 1 report didn't involve ground contamination or dump location.
- Historical Commission will be discussing the proposed Scenic Road Bylaw on January 23<sup>rd</sup> at 6:00pm.
- Zoning Amendments – Changes to Zoning Bylaws to include Airbnb, VRBO and hotels and battery storage.
  - Board Member K. Kruckas asked if the Town Clerk submitted the recent changes. Attorney General may not have adopted.
  - Chairman J. Morrin thought battery was limited.
  - Town Manager started to draft amendment, but process needs to move faster. Need to determine what is important the Aquifer zone, ponds, streams and incorporate those conditions which would help protect from fires.
- Thank you to the Parks Department for cleaning the Great Hall in order to have Pickleball courts set-up.

- Board Member K. Kruckas asked if there was a form or policy in using the Great Hall? N. Croteau stated there was an application already and unsure if there are fees to use the area.
- IT Department Interim – The interim has started and is doing a great job with social media accounts, emails and helping departments in website needs.
  - Clerk T. Barnes asked about the email status and Town Manager stated Chairs will have one. Chairman J. Morrin suggested removing emails for employees that are no longer with us.

End of Report

#### **ADJOURNMENT**

**MOTION** by Vice-Chair Caitlin McCarthy to adjourn at 8:09pm. Seconded by Board Member Keith Kruckas. No further discussion. All in Favor 5/0/0.

Next scheduled meeting is February 7, 2023.

Minutes from January 17, 2023, respectfully submitted by,

*Nicole L. Croteau*

Nicole L. Croteau

Executive Assistant to Town Manager and Selectboard

**SELECTBOARD**  
Ware Town Hall, Meeting Room, 126 Main Street  
**Regular Meeting Minutes – Tuesday, February 07, 2023**

**Board Members Present:** Chairman John Morrin, Vice-Chair Caitlin McCarthy, Clerk Thomas Barnes, Selectboard Member Joshua Kusinerz

**Board Members Absent:** Selectboard Members Keith Kruckas

**Public In Remote Participation:** Stanley Ciukaj (Ware Community Television), Ware River News

**Public in Attendance:** Frederick Daniels, David and Melissa Sterns, Town Manager Stuart Beckley, Nicole Croteau

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Chairman John Morrin opened the meeting at 7:00pm and led the Pledge.

**OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR**  
None

**CONSENT AGENDA**

- **Approval of Regular Session Minutes**
  - Oct. 18 & Dec. 20, 2022, & January 3<sup>rd</sup>, 2023
- **One-Day Liquor License**
  - Workshop 13, February 12 & 17, 2023

Board reviewed the materials provided. No Discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to approve the Consent Agenda as presented. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

**SCHEDULED APPEARANCES**

- **7:05pm New Wine and Malt License, §15 Package Store**

○ Nilkant 139, Inc d/b/a City Wine, Spirits, and Smoke Shop, 139 West Street, Unit C  
Chairman J. Morrin opened the Public Hearing at 7:05pm. There was a request to continue to next scheduled meeting for all Selectboard Members to be present. No discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to continue until the next regular scheduled meeting. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

- **7:10pm Amendment for Change of License Type, §12 Club to General On-Premises**

Board reviewed the materials provided for Aspen Street Rod & Gun Club to change from a “Club” to “General On-Premises” liquor license. No further discussion.

**MOTION** by Clerk Thomas Barnes to allow the Change of License from Club to General On-Premises. Seconded by Vice-Chair Caitlin McCarthy. No further discussion. All in Favor 4/0/0.



## **OLD BUSINESS**

- **Right-To-Farm**

The Planning & Community Development Department Head, Rob Watchilla asked for this to be continued to the next regular scheduled meeting date. No further discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to continue the discussion until next regular scheduled meeting as requested. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

- **Emergency Response protocol for both heating and cooling center during power outages**

Tabled

## **NEW BUSINESS**

- **Appointments**

- Open Space Committee – Jason Brooks

Board reviewed the application submitted.

**MOTION** by Vice-Chair Caitlin McCarthy to appoint Jason Brooks to Open Space Committee. Seconded by Board Member Joshua Kusinerz.

- **Resignation**

- Housing Authority

Town Manager Stuart Beckley reviewed the resignation letter from the applicant with the Board. Also reviewed the letter from the Town Clerk to have the Selectboard to vote to place the unexpired term of a Ware Housing Authority member on the local election ballot to serve the remainder of this term – 2025.

**MOTION** by Chairman John Morrin to place the request on the ballot. Seconded by Clerk Thomas Barnes. Discussion: Town Manager S. Beckley stated Feb 21<sup>st</sup> will be a joint meeting with the Housing Authority to fulfil the vacancy. All in Favor 4/0/0.

- **Request for Hearing**

- NGrid Pole Hearing at 7:10pm on February 21, 2023, Petition #30635979 located on West Warren Road.
- Verizon Pole Hearing at 7:15pm on February 21, 2023, Petition #30635979 located on West Warren Road. (Solely Owned)

Board reviewed the draft of the public hearing notices for the above Petition Number.

**MOTION** by Vice-Chair Caitlin McCarthy to schedule the hearings as requested for Pole Petition #30635979 located on West Warren Road. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

- **Electronic Sign Use Policy**

Town Manager Stuart Beckley presented an Electronic Sign Use Policy. The Policy outlines basic standards including a form to be filled out for approval by the Town Manager prior to posting. Non-profit organizations would be to post notices in addition to Town notices. End of discussion.

**MOTION** by Vice-Chair Caitlin McCarthy to adopt the Electronic Sign Use Policy. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

**MOTION** by Vice-Chair Caitlin McCarthy to adopt the Electronic Sign Use Policy. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

Chairman John Morrin asked Town Manager the status of the Registry of Vacant Properties Policy in Town. Town Manager response was it has not started yet.

Clerk Thomas Barnes inquired about past Executive Session minutes. Town Manager stated they will be ready for review and approval for the February 21<sup>st</sup> meeting.

## **WRITTEN CONCERNS OF CITIZENS**

None

## **TOWN MANAGER'S REPORT**

Town Manager S. Beckley presented the following to the Board:

- Comcast Ascertainment Hearing is scheduled for February 21<sup>st</sup>. This is a great opportunity for the citizens to comment on the service either live, zoom or in writing.
- Town has sold 3 vehicles through Municibid: the old K9 vehicle, undercover car, and the Fire Engine.
- ARPA Funds – Town Manager has met with CDC twice and they are interested in helping but some programs come with a fee to the applicant. Generally, there appears to be a large need for fuel assistance.
- Hospital Review Committee – Town Manager stated there are a few updates:  
Had interviews with the Architect and very impressed but needs to talk more on space. Had met with the staff via zoom and they are contracting with a non-profit for site clean-up. Town Manager noted the Town has been promised some role of the site and the Committee needs to remember that. Chairman Morrin thought the hospital was going to demo the building, clean it up and then give to the Town. Town Manager S. Beckley agreed this was the agreement and continued to state public engagement is important. Clerk T. Barnes asked if the helicopter pad will be left alone, and Town Manager stated yes.
- Department Heads have met with Town Manager to review their budget and needs. Capital need items will be in front of Town Meeting. There are needs for town hall general repairs. Hopes to have the budget complete by March 1<sup>st</sup>.
- After talking with Dave Grace, it appears 15-20 emails are needed in order for each committee/board member to have a town affiliated email. There is a cost with each license and in the process of ordering them.
- Senator Markey and MassDOT announced the Town was awarded a road safety grant near the sum of \$40,500.00 to review the safety improvements along West Street, especially crosswalks.
- Pickleball has had a great turnout. Thursday and Fridays from 6-8pm and Saturday and Sundays from 10am-12pm. The Parks Department received a donation to improve the lighting in the Great Hall so looking to replace the lighting within the next week or so.
- Historical Commission meeting to discuss the Scenic Road Bylaw was moved to March 27<sup>th</sup>. The next step would be to bring it to Town Meeting.
- The IT Department with help of the intern is offering departments a training on how to use the town website. There are two opportunities for departments to attend.

- There have been regular complaints about the streetlight at West and Main Street that it turns red when there is no need. The timing of the light can only be changed by MassDOT. If the Board is in agreement, Town Manager will write a letter of interest to change the timing.

**MOTION** by Chair John Morrin to allow Town Manager Stuart Beckley to write a letter to MassDOT to request the change of timing for the light. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

- There is a survey on the website about Open Space and Recreation needs/wants. Seeking input from the town if they want ball fields, pickleball courts, skate park, etc. Is welcoming and encouraging the town to participate. Once data is received from the survey, the Open Space Committee will be updating the plan per the required June 1<sup>st</sup> deadline.
- Clerk Thomas Barnes inquired about the status of the drone training. Town Manager stated Rob Watchilla has been working on it and it is a very extensive training.
- Vice-Chair Caitlin McCarthy asked if there was a response on how well the show went at the school for the On-Dirt presentation. There was no update from Naomi Ward.

#### **ADJOURNMENT**

**MOTION** by Vice-Chair Caitlin McCarthy to adjourn at 7:37pm. Seconded by Clerk Thomas Barnes. No further discussion. All in Favor 4/0/0.

Next scheduled meeting is February 21, 2023.

Minutes from February 7, 2023, respectfully submitted,



Nicole L. Croteau





**APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE**

Name: Workshop13 Application Date: February 3, 2023

Contact Phone: 413 277 6072 Email: marie@workshop13.org

Effective Date(s) of License: March 3, 2023

Hours of Service (In conformity with MGL): 6:30 to 10:30pm

Event (describe activities, service of food): The Word & Workshop13 - Open Mic Poetry

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

Non Profit: All Alcoholic (\$50)      Beer & Wine (\$30) X (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St. , Ware 01082

Names of All Servers (bartenders) for this event: Mary Remington, Kevin Wherry

Estimated Number of Attendees 75

Crowd Control Manager Brian Jyringi

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D # : 47-1200425

**Fire Inspection**

**Date:** \_\_\_\_\_

**Building Inspection**

**Date:** \_\_\_\_\_

Date Received: 2/9/23

Insurance Certificate:

Application Fee: \$30

Action Taken: Approved Denied Date: \_\_\_\_\_

Police Chief Review and Action

\_\_\_\_\_  
Police Chief Shawn Crevier

### Police Chief Shawn Crevier



**APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE**

Name: Workshop13 Application Date: February 3, 2023

Contact Phone: 413 277 6072 Email: marie@workshop13.org

Effective Date(s) of License: March 17, 2023

Hours of Service (In conformity with MGL): 6:30 to 10:30pm

Event (describe activities, service of food): Open Mic Night- Music

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

Non Profit: All Alcoholic (\$50)      Beer & Wine (\$30) X (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St. , Ware 01082

Names of All Servers (bartenders) for this event: Mary Remington, Kevin Wherry

Estimated Number of Attendees 75

Crowd Control Manager Brian Jyringi

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Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D # : 47-1200425

**Fire Inspection**

**Date:** \_\_\_\_\_

**Building Inspection**

**Date:** \_\_\_\_\_

Date Received: 2/3/23

Insurance Certificate:

Application Fee: \$30

Action Taken: Approved Denied Date: \_\_\_\_\_

Police Chief Review and Action

\_\_\_\_\_  
Police Chief Shawn Crevier



**APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE**

Name: Workshop13 Application Date: February 3, 2023

Contact Phone: 413 277 6072 Email: marie@workshop13.org

Effective Date(s) of License: April 7, 2023

Hours of Service (In conformity with MGL): 6:30-10:30pm

Event (describe activities, service of food): The Word & Workshop13 - Open Mic Poetry

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

Non Profit: All Alcoholic (\$50)      Beer & Wine (\$30) X (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St. , Ware 01082

Names of All Servers (bartenders) for this event: Mary Remington, Kevin Wherry

Estimated Number of Attendees 75

Crowd Control Manager Brian Jyringi

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D # : 47-1200425

**Fire Inspection**

**Date:** \_\_\_\_\_

**Building Inspection**

**Date:** \_\_\_\_\_

Date Received: 2/3/23

Insurance Certificate:

Application Fee: \$30

Action Taken: Approved Denied Date: \_\_\_\_\_

Police Chief Review and Action

\_\_\_\_\_  
Police Chief Shawn Crevier





**APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE**

Name: Workshop13 Application Date: February 3, 2023

Contact Phone: 413 277 6072 Email: marie@workshop13.org

Effective Date(s) of License: April 15, 2023

Hours of Service (In conformity with MGL): 6:30-10:30 pm

Event (describe activities, service of food): Christopher Coulette in Concert

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

**Non Profit: All Alcoholic (\$50) \_\_\_\_\_ Beer & Wine (\$30) <sup>x</sup>\_\_\_\_\_ (For-Profit, Beer & Wine Only)**

Address (include Street & Number): 13 Church St. , Ware 01082

Names of All Servers (bartenders) for this event: Mary Remington, Kevin Wherry

Estimated Number of Attendees 75

Crowd Control Manager Brian Jyringi

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D # : 47-1200425

## Fire Inspection

**Date:** \_\_\_\_\_

## Building Inspection

Date: \_\_\_\_\_

Date Received: 2/3/23

**Insurance Certificate:**

**Application Fee: \$30**

Action Taken:   Approved     Denied   Date:                     

### Police Chief Review and Action

### Police Chief Shawn Crevier

2023-09



**APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE**

Name: Workshop13 Application Date: February 3, 2023

Contact Phone: 413 277 6072 Email: marie@workshop13.org

Effective Date(s) of License: April 21, 2023

Hours of Service (In conformity with MGL): 6:30-10:30 pm

Event (describe activities, service of food): Open Mic Music

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

Non Profit: All Alcoholic (\$50)        Beer & Wine (\$30) X (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St. , Ware 01082

Names of All Servers (bartenders) for this event: Mary Remington, Kevin Wherry

Estimated Number of Attendees 75

Crowd Control Manager Brian Jyring

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby  
Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D # : 47-1200425

**Fire Inspection**

**Date:** \_\_\_\_\_

**Building Inspection**

**Date:** \_\_\_\_\_

Date Received: 2/3/23

Insurance Certificate:

Application Fee: \$30

Action Taken: Approved Denied Date: \_\_\_\_\_

Police Chief Review and Action

\_\_\_\_\_  
Police Chief Shawn Crevier



Questions contact – Ken Creigle 413-207-5733  
**PETITION FOR POLE AND WIRE LOCATIONS**

To the Board of Selectmen  
Of Ware, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

West Warren Rd. - National Grid to install (1) SO pole 83-52 on West Warren Rd. beginning at a point approximately 100' N of the centerline of the intersection of West Ware Rd., Palmer (Town Line); across from proposed JO pole 83-50 to support new customer service to house #109.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – West Warren Rd. - Ware, Massachusetts.

**30635979**

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Jim Kehrer/lla*

BY \_\_\_\_\_  
Engineering Department

December 2, 2022

30635979- Solely Owned petition

## ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Ware, Massachusetts

Notice having been given and public hearing held, as provided by law,  
**IT IS HEREBY ORDERED:** that Massachusetts Electric Company d/b/a NATIONAL GRID and  
 be and it is hereby granted a location for and permission to erect and maintain poles and wires to  
 be placed thereon, together with such sustaining and protecting fixtures as said Company may  
 deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said  
 Company dated the 2nd day of December 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the  
 points indicated upon the plan marked – West Warren Rd. - Ware, Massachusetts.

**30635979** Filed with this order:

There may be attached to said poles such wires, cables, and fixtures as needed in their business and  
 all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the  
 ground.

The following are the public ways or part of ways along which the poles above referred to  
 may be erected, and the number of poles which may be erected thereon under this order:

West Warren Rd. - National Grid to install (1) SO pole 83-52 on West Warren Rd. beginning at a  
 point approximately 100' N of the centerline of the intersection of West Ware Rd., Palmer (Town  
 Line); across from proposed JO pole 83-50 to support new customer service to house #109.

I hereby certify that the foregoing order was adopted at a meeting of the \_\_\_\_\_ of the  
 City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Massachusetts

City/Town Clerk.

20 \_\_\_\_\_

Received and entered in the records of location orders of the City/Town of  
 Book \_\_\_\_\_ Page \_\_\_\_\_

Attest:

City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
at \_\_\_\_\_ a public hearing was held on the petition of  
Massachusetts Electric Company d/b/a NATIONAL GRID for permission to erect the poles, wires,  
and fixtures described in the order herewith recorded, and that we mailed at least seven days before  
said hearing a written notice of the time and place of said hearing to each of the owners of real  
estate (as determined by the last preceding assessment for taxation) along the ways or parts of  
ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order.  
And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....  
Board or Council of Town or City, Mass.

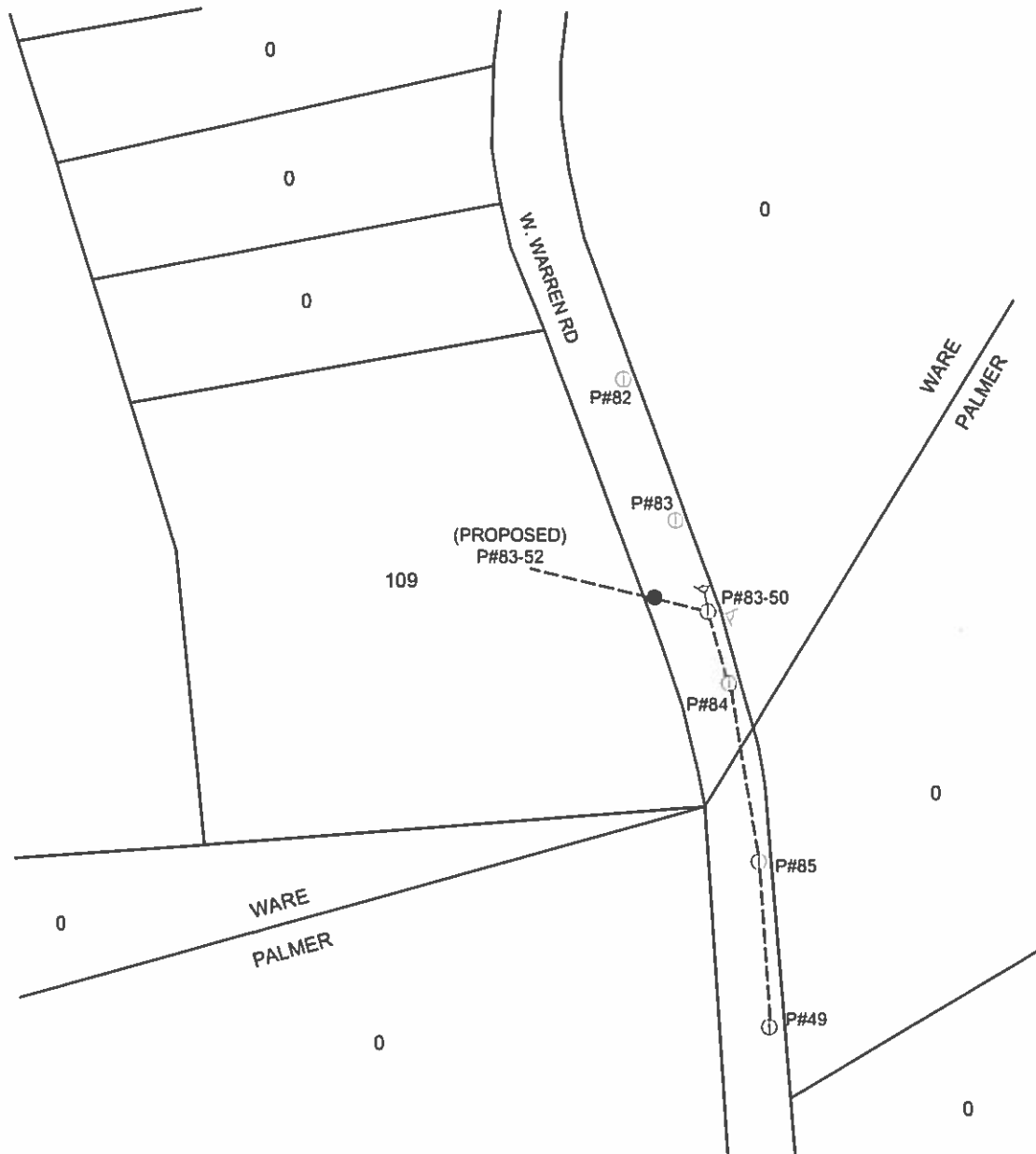
#### CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of  
hearing with notice adopted by the \_\_\_\_\_ of the City/Town of \_\_\_\_\_  
Massachusetts, on the \_\_\_\_\_ day of 20\_\_\_\_ and recorded with the records of location orders  
of the said City, Book \_\_\_\_\_, and Page \_\_\_\_\_. This certified copy is made under the  
provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:  
City/Town Clerk

# Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



## SOLEY OWNED POLE PETITION

- Proposed SO Pole Locations
- ⓪ Existing JO Pole Locations
- ⊗ Existing JO Pole To Be Removed
- ⚡ Proposed JO Anchor Locations
- Overhead Wire Locations

NGRID CONTACT: KEN CREIGLE 413-207-5733

DISTANCES ARE APPROXIMATE

nationalgrid

Date: 11/29/2022

Plan Number: WR# 30635979

To Accompany Petition Dated:

To The: TOWN Of WARE

For Proposed: SO Pole: 83-52 Location: SIDE OF ROAD

Date Of Original Grant:

Questions contact - Ken Creigle 413-207-5733  
**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the Board of Selectmen  
Of Ware, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

West Warren Rd. - National Grid to install (1) JO pole 83-50 with two anchors on West Warren Rd. beginning at a point approximately 100' N of the centerline of the intersection of West Ware Rd., Palmer (Town Line) to support new customer service to house #109.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – West Warren Rd. - Ware, Massachusetts.

**30635979**

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a  
NATIONAL GRID *Jim Kehrer/lla*

BY \_\_\_\_\_  
Engineering Department

VERIZON NEW ENGLAND, INC.

BY \_\_\_\_\_  
Manager / Right of Way

Dated: December 2, 2022



Questions contact – Ken Creigle 413-207-5733

## ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Ware, Massachusetts

Notice having been given and public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 2nd day of December 2022.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – West Warren Rd. - Ware, Massachusetts.

**30635979** Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

West Warren Rd. - National Grid to install (1) JO pole 83-50 with two anchors on West Warren Rd. beginning at a point approximately 100' N of the centerline of the intersection of West Ware Rd., Palmer (Town Line) to support new customer service to house #109.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the  
Of the City/Town of \_\_\_\_\_, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Massachusetts

City/Town Clerk.  
20\_\_.

Received and entered in the records of location orders of the City/Town of  
Book \_\_\_\_\_ Page \_\_\_\_\_

Attest:  
City/Town Clerk

I hereby certify that on \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ o'clock, M  
At \_\_\_\_\_ a public hearing was held on the petition of  
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,  
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,  
and that we mailed at least seven days before said hearing a written notice of the time and place of  
said hearing to each of the owners of real estate (as determined by the last preceding assessment  
for taxation) along the ways or parts of ways upon which the Company is permitted to erect  
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....  
.....  
.....  
.....  
Board or Council of Town or City, Mass.

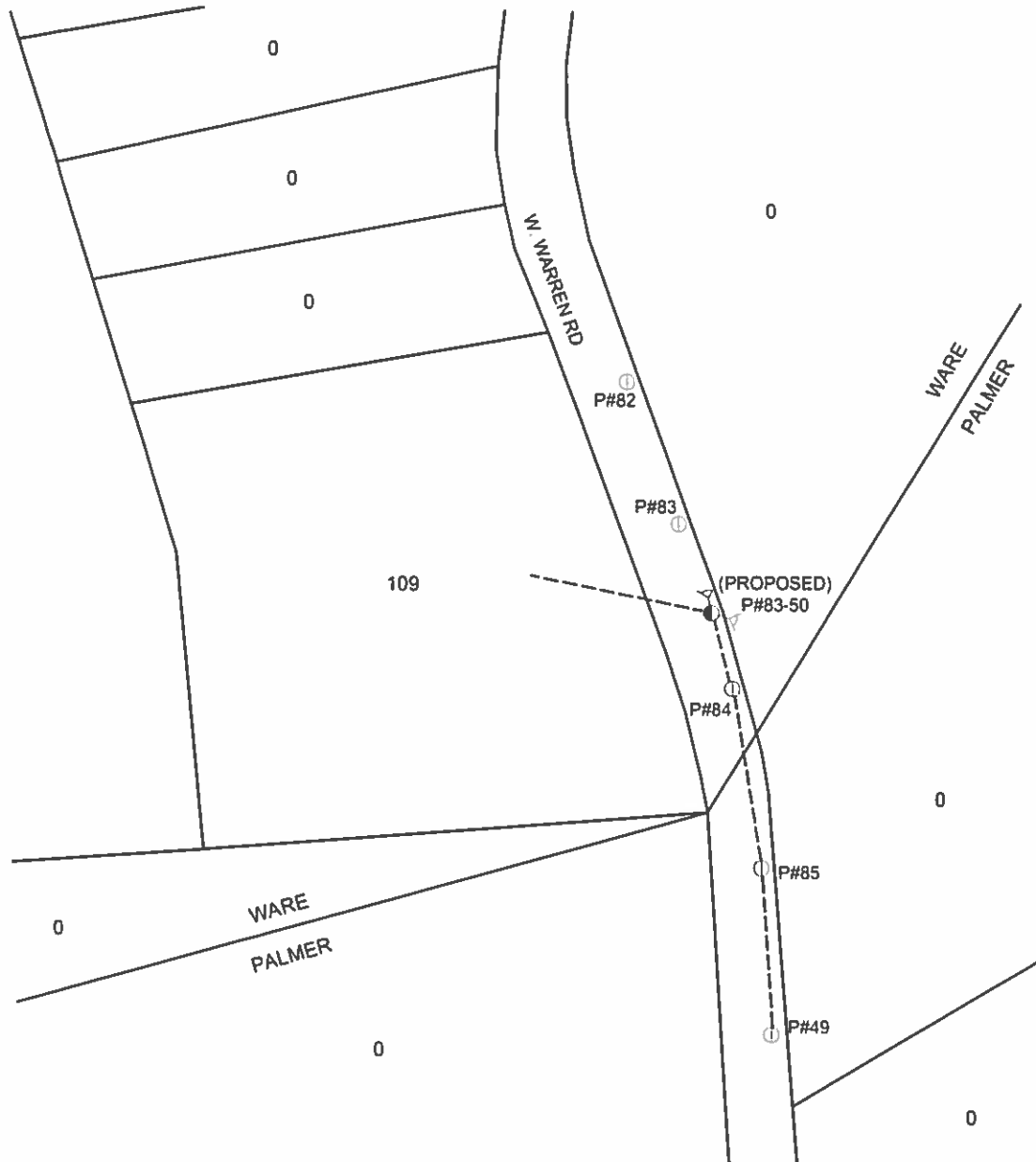
CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of  
hearing with notice adopted by the \_\_\_\_\_ of the City of  
Massachusetts, on the \_\_\_\_\_ day of 20\_\_\_\_ and recorded with the records of location orders  
of the said City, Book \_\_\_\_\_, and Page \_\_\_\_\_. This certified copy is made under the  
provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:  
City/Town Clerk

# Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



## JOINTLY OWNED POLE PETITION

- Proposed JO Pole Locations
- ⊕ Existing JO Pole Locations
- ⊗ Existing JO Pole To Be Removed
- ⤴ Proposed JO Anchor Locations
- Overhead Wire Locations

NGRID CONTACT: KEN CREIGLE 413-207-5733

DISTANCES ARE APPROXIMATE

nationalgrid  
AND  
VERIZON

Date: 11/29/2022

Plan Number: WR# 30635979

To Accompany Petition Dated:

To The: TOWN Of WARE

For Proposed: JO Pole: 83-50 Location: SIDE OF ROAD

Date Of Original Grant:



**Town of Ware**  
Commonwealth of Massachusetts

**WARE SELECTBOARD**

**NOTICE OF CABLE TELEVISION PUBLIC HEARING**

Please take notice that the Selectboard of the Town of Ware, Massachusetts, as Issuing Authority for a cable television license under M.G.L. c.166A, will hold a hybrid public hearing on **Tuesday, February 21, 2023, at 7:15p.m.** to identify Town and public cable license renewal needs as part of the Comcast cable license renewal process. The hearing will be held in-person in the Selectboard meeting room at Town Hall, 126 Main Street, Ware, MA and via Zoom Webinar at the following Zoom link and numbers:

**Zoom Link:** <https://us02web.zoom.us/j/82963462663?pwd=WDJ4YkcZNEFzbC82d0thcUVFZExSQT09>

**Meeting ID:** 829 6346 2663

**Passcode:** 01082

**Call In Phone Number:** 1-929-205-6099

Members of the public are invited to attend and be heard on Comcast's performance under its existing cable license; and the Town's future community cable-related needs. License renewal documents that constitute public records under state law, if any, will be available for public inspection during regular business hours and for reproduction at the Selectboard's Office or the Town Clerk's Office, both located at 126 Main Street, Ware, MA.

By Order of the Selectboard of the Town of Ware.

John Morrin, Chair

Caitlin McCarthy, Vice-Chair

Thomas Barnes, Clerk

Keith Kruckas, Member

Joshua Kusnierz, Member

---

Jamie,

Please publish the above legal notice in the Ware River News on February 2, and February 9, 2023.

You may mail the invoice to: Town of Ware, Selectboard, 126 Main Street, Ware, MA 01082

Thank you,

Nicole

413-967-9648 x101



February 9, 2023

Board of Selectmen  
Town of Ware  
126 Main Street  
Ware, MA 01082

**Re: Form 500 Filing**

Dear Chairman and Members of the Board:

Pursuant to G.L. Ch. 166A, Section 10, Comcast is pleased to provide a copy of its Form 500 for the 2022 calendar year. The Form 500 contains information on customer video service related issues in your community and how Comcast responded, including the time taken to resolve these complaints. For the Form 500, the Massachusetts Department of Telecommunications and Cable defines a complaint as:

Any written or verbal contact with a cable operator in connection with subscription in which a person expresses dissatisfaction with an act, omission, product or service that is (1) within the operator's control, and (2) requires a corrective measure on the part of the operator.

Comcast also has provided a copy of the enclosed Form 500 to the Department of Telecommunications and Cable.

Please do not hesitate to contact me by email at [Eileen\\_leahy@comcast.com](mailto:Eileen_leahy@comcast.com) or by phone at 413-205-8403.

Sincerely,

Eileen Leahy  
Sr. Manager, Government & Regulatory Affairs

cc: Department of Telecommunications and Cable

# Form 500 Complaint Data

Code Key: Avg. Resolution Time

Code Key: Manner of Resolution

<1> Less than 1 Day <2> 1-3 Days <3> 4-7 Days <4> 8-14 Days <5> 15-30 Days <6> >30 Days

A. Resolved to the satisfaction of both parties.  
B. Resolved, customer dissatisfied. C. Not Resolved.

Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.

Town WARE  
Year 2022  
Subscribers 2498

		Total Complaints	Avg Resolution Time (see code above)	A.	B.	C.
Advertising/Marketing		0	2	0	0	0
Appointment Service Call		0	2	0	0	0
Billing		0	2	0	0	0
Customer Service		0	2	0	0	0
Equipment		0	2	0	0	0
Installation		0	2	0	0	0
Other		0	2	0	0	0
Other	Programming	0	2	0	0	0
Reception	Damage	0	2	0	0	0
Service Interruption		0	2	0	0	0

# Form 500 Service Interruption Data

Code Key: Duration of Service Interruption      <1> Less than 1 Day   <2> 1-3 Days   <3> 4-7 Days   <4> 8-14 Days   <5> 15-30 Days   <6> >30 Days

Town	Ware	Year	2022	Subscribers	2845
	Ware		8/10/2022		2
	Ware		10/23/2022		2
	Ware		5/24/2022		2
	Ware		2/6/2022		2
	Ware		2/25/2022		2

Duration of Service Interruption (see Code Key above)





# Town of Ware

## Community Development Program

Ware ♦ Hardwick

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### Public Hearing

Ware Town Hall

February 6, 2023 6:30 P.M.

### Proposed FY 2022/2023 Community Development Block Grant Application

**Purpose of Meeting:** Public presentation and discussion of the FY2022/2023 CDBG grant application – competitive program with a 24-month performance period.

**Program Background:** Community Development Block Grant (CDBG), funded by US Department of Housing & Urban Development

- CDBG Objective - The Community Development Block Grant was authorized by Congress and is funded under Title I of the Housing and Community Development Act of 1974. The Commonwealth of Massachusetts has designated the Department of Housing and Community Development (DHCD) as the state's administering agency for CDBG funding. The primary objective is: *"...to develop viable, urban communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low- and moderate-income persons."* DHCD will fund eligible projects designed to meet this objective.
- Town of Ware has been the beneficiary of CDBG funds for many years.
- This is a regional application with the Town of Hardwick, with Ware as the lead community. The application is limited to \$1,500,000 in FY22/23 (maximum for a two-town regional application).

**Application Timing:** Applications are due March 3, 2023. Award announcement is likely in May, 2023.

Note: Program guidelines allow for up to 15% in Administrative costs and up to 27% in Administration/Program Delivery combined. The below budget reflects 13% Administration and 23% Administration/Program Delivery combined.

<b>Design Engineering &amp; Infrastructure Improvements</b>	
<b>Pleasant Street Parking Lot Improvement Project</b>	The project will include regrading the existing parking lot, removing and replacing the existing pavement, installing new concrete berms, drainage improvements, and repainting parking lines. The total area of the parking lot is approximately 20,000 square feet. <b>Total Activity Cost: \$</b>
<b>Summit Road Improvement Project</b>	The project will involve improvements to the road's existing surface and subsurface infrastructure including water, sewer, and drainage. Project area is entire length of roadway and is approximately 650 linear feet in distance. <b>Total Activity Cost: \$</b>
<b>Public Social Services</b>	
<b>Ware River Valley Domestic Violence Task Force</b>	The Ware River Valley Domestic Violence Task Force will prevent and respond to domestic violence by providing community education and outreach, professional training, prevention programs, service coordination and development, and direct services to victims. <b>Total Not to Exceed: \$100,000</b>
<b>Senior Outreach</b>	The Senior Outreach program will provide free services to low- to moderate-income seniors in an effort to assist in the goal of living independently as long as possible. These services include: mobile food bank deliveries, yard work, shopping for groceries and/or personal items, companions for COA van for medical appointments, prescription and post office pick-up, specimen drop off and other simple errands as needed. <b>Total Not to Exceed: \$50,000</b>
<b>Buy Ware Now</b>	Buy Ware Now will provide down payment assistance, education, and financial literacy to first time home buyers, as well as community outreach. <b>Total Not to Exceed: \$100,000</b>
<b>Ware Council on Aging</b>	The Ware Council on Aging will provide lock boxes, a self-sufficient food program, and home health assistance. <b>Total Not to Exceed: \$50,000</b>
<b>Social Service Budget</b>	<b>Total Cost Not to Exceed: \$300,000</b>
<b>Housing Rehabilitation</b>	
<b>Housing Rehabilitation &amp; Septic Repair</b>	The Housing Rehabilitation Program will provide deferred payment loans for repair/replacement of basic building systems, lead and hazardous material abatement, removal of architectural barriers, and corrections to sanitary and building code violations for up to ten (10) housing units. <b>Total Not to Exceed: \$450,000</b>
<b>Aging in Place</b>	The program will complete non-structural modifications to increase the health and safety of the occupants. To be eligible, owner occupants must be 65 years of age or older, meet HUD Section 8 income guidelines for low to moderate income persons, and have home safety needs that fall under review of this program. Specific improvements will include the installation of grab bars, door levers, slip resistant stair treads, dead-bolts, peep holes, smoke and/or carbon monoxide detectors, or other similar work and activities. Up to 15 housing units will be improved. <b>Total Not to Exceed: \$150,000</b>
<b>Grant Administration</b>	
<b>Pioneer Valley Planning Commission</b>	The Pioneer Valley Planning Commission will provide all grant administration services including program and financial management. <b>Total Delivery &amp; Administration Cost Not to Exceed: \$260,000</b>

**Total Grant Not to Exceed: \$1,500,000**

**TOWN OF Ware PUBLIC HEARING  
PROPOSED FY2022/2023 COMMUNITY DEVELOPMENT BLOCK GRANT  
APPLICATION**

**Ware-Hardwick Community Assistance Program**

**Suggested Motions Upon Close of Hearing**

- Authorization of PVPC to submit the proposed FY22/23 Community Development Fund grant application to the Massachusetts Department of Housing and Community Development in an amount not to exceed \$1,500,000 as detailed in the public hearing and to include design and infrastructure improvements to Summit Road in Hardwick and the Pleasant Street Parking Lot in Ware, housing rehabilitation and aging in place in the towns of Ware and Hardwick, as well as social service programs assisting residents in both towns.
- Authorization for the Chair of the Board of Selectmen, or Acting Chair, to sign all required forms, documents and authorizations pertaining to the proposed FY22/23 Ware Community Development Fund grant application.





## MEMO

To: Members of the Selectboard

From: Nicole Croteau

Date: February 15, 2023

RE: Nilkant 139, Inc. d/b/a City Wine, Spirits, and Smoke Shop  
139 West Street, Unit C  
New Wine and Malt License Application

---

Selectboard,

Please find below comments from Departments relating to the request for a new Wine and Malt License for the applicant listed above. The legal notice was published and abutters have been notified.

**Planning & Community Development – Rob Watchilla**

“No issues from my end. The use is allowed by right in the HC District.”

**Board of Health – Andrea Crete**

“They applied for a tobacco permit which we will be issuing. If they are going to be doing any food sales, they will need a food permit as well. We will have to do a preoperational inspection prior to them actually opening the store.”

**Police Department – Chief Crevier**

“No Issues”

**Fire Department – Interim Chief Martinez**

“No issues on my end at the present time. If approved there may be issues found on inspection as I do not believe there has been any official plans for the unit modifications for the new use.”

**ABCC**

I did reach out to ABCC to verify if the Town has a license available, is the applicant to assume the license would be granted.

The response was “The approval of an application is at the total discretion of your board. If your board feels there is a public need for this type of business.”

Respectfully Submitted,

A handwritten signature in cursive script that reads "Nicole L. Croteau".

Nicole L. Croteau



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://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** Nilkant 139 Inc.

**ADDRESS** 139 West Street

**CITY/TOWN** Ware

**STATE** MA

**ZIP CODE** 02093

**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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <input type="text"/>   |   | <input type="checkbox"/> Change of DBA                                |

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:**

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



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A NEW LICENSE**

Municipality

Ware

**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.

The Applicant is seeking to obtain a Section 15 Wine and Malt Beverages Package Store License for 139 West St., Ware, MA.

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

Nilkant 139 Inc.

FEIN

92-0696662

DBA

City Wine, Spirits, and Smoke Shop

Manager of Record

Yashika Patel

Street Address

139 West St., Ware, MA 02093

Phone

978-483-9931

Email

yashika@samprealty.com

Alternative Phone

Website

**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.

Approximately 4,255 sq. ft. of retail space on one floor.

Total Square Footage: 4,255

Number of Entrances: 2

Seating Capacity:

N/A

Number of Floors

1

Number of Exits: 2

Occupancy Number:

TBD

**4. APPLICATION CONTACT**

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

Name:

Andrew Upton

Phone:

617-227-3277

Title:

Attorney

Email:

aupton@ucdlaw.com



## APPLICATION FOR A NEW LICENSE

### 5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="9/29/2022"/>
State of Incorporation	<input type="text" value="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
<b>Yashika Patel</b>	91 Sidney St, STE 315, Cambridge MA 02139	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Secretary, Director	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Palak Patel</b>	300 Emory Rd, Mineola NY 11501	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	50%	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

## APPLICATION FOR A NEW LICENSE

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

## 7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Samp Realty LLC

Landlord Phone 978-236-1000

Landlord Email

Landlord Address 91 Sidney Street, Suite 315, Cambridge MA 02139

Lease Beginning Date October 1, 2022

Rent per Month \$7,092.00

Lease Ending Date September 20, 2042

Rent per Year \$85,100.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

### 8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0
B. Purchase Price for Business Assets	\$0
C. Other * (Please specify below)	\$99,000.00
D. Total Cost	\$99,000.00

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Yashika Patel	\$49,500.00
Palak Patel	\$49,500.00
Total:	\$99,000.00

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The officers of Nilkant 139, Inc. are each contributing \$49,500 for shelving, refrigeration, POS and Initial inventory costs.

### 9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

## 10. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Yashika Patel Date of Birth            SSN           

Residential Address 91 Sidney Street, Suite 215, Cambridge, MA 02139

Email yashika@samprealty.com Phone 978-483-9931

Please indicate how many hours per week you intend to be on the licensed premises 40+

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
01/2019	current	Operations Manager	City Smoke Shop	Nilesh Patel
08/2018	12/2018	Physical Therapist	NYU Langone Hospital	
2012	2018	Student		

### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date 10/27/22

## 11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

### 11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<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	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<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	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<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	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

### 11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### **11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

### **11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### **11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

## APPLICANT'S STATEMENT

I, Yeshika Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory

of Nilkant 139, Inc.  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: [Signature]

Date: 10/27/22

Title: President

## CORPORATE VOTE

The Board of Directors or LLC Managers of

Nilkant 139, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Ware

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/24/2022

Date of Meeting

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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA                                |

"VOTED: To authorize

Yashika Patel

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Yashika Patel

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

  
Corporate Officer / LLC Manager Signature

  
Corporation Clerk's Signature

Yashika Patel  
(Print Name)

Yashika Patel  
(Print Name)



# Corporations Division

## Business Entity Summary

ID Number: 001609669

[Request certificate](#)[New search](#)

Summary for: NILKANT 139 INC.

<b>The exact name of the Domestic Profit Corporation:</b> NILKANT 139 INC.				
<b>Entity type:</b> Domestic Profit Corporation				
<b>Identification Number:</b> 001609669				
<b>Date of Organization in Massachusetts:</b> 09-29-2022				
<b>Last date certain:</b>				
<b>Current Fiscal Month/Day:</b> 01/31		<b>Previous Fiscal Month/Day:</b> 01/31		
<b>The location of the Principal Office:</b>				
Address: 95 AUDUBON ROAD, APT. 512				
City or town, State, Zip code, WAKEFIELD, MA 01880 USA				
Country:				
<b>The name and address of the Registered Agent:</b>				
Name: NILESH PATEL				
Address: 95 AUDUBON ROAD, APT. 512				
City or town, State, Zip code, WAKEFIELD, MA 01880 USA				
Country:				
<b>The Officers and Directors of the Corporation:</b>				
<b>Title</b>	<b>Individual Name</b>	<b>Address</b>		
PRESIDENT	YASHIKA PATEL	91 SIDNEY ST. STE 315 CAMBRIDGE, MA 02139 USA		
TREASURER	PALAK PATEL	300 EMORY ROAD MINEOLA, NY 11501 USA		
SECRETARY	YASHIKA PATEL	91 SIDNEY ST. STE 315 CAMBRIDGE, MA 02139 USA		
DIRECTOR	YASHIKA PATEL	91 SIDNEY ST. STE 315 CAMBRIDGE, MA 02139 USA		
<b>Business entity stock is publicly traded:</b> <input type="checkbox"/>				
<b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>				
Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	1,000	\$ 0.00	0
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing				
<b>View filings for this business entity:</b>				

**ALL FILINGS**

Administrative Dissolution

Annual Report

Application For Revival

Articles of Amendment

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	Nilkant 139, Inc.	CITY/TOWN:	Ware
--	--	----------------	-------------------	------------	------

**APPLICANT INFORMATION**

LAST NAME:	Patel	FIRST NAME:	Yashika	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:						
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	:	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	6	WEIGHT:	160	EYE COLOR:	Black
CURRENT ADDRESS:	91 Sidney Street, Suite 315							
CITY/TOWN:	Cambridge	STATE:	MA	ZIP:	02139			
FORMER ADDRESS:	:							
CITY/TOWN:		STATE:		ZIP:				

**PRINT AND SIGN**

PRINTED NAME:	Yashika Patel	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

**NOTARY INFORMATION**

On this	00727, 2022	before me, the undersigned notary public, personally appeared	Yashika Patel
(name of document signer), proved to me through satisfactory evidence of identification, which were		MASS DRIVERS LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	
The DCI Identity Theft Index PIN Number is to be completed by these applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4814.	



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER:  LICENSEE NAME: **Nilkant 139, Inc.** CITY/TOWN: **Ware**

**APPLICANT INFORMATION**

LAST NAME: **Patel** FIRST NAME: **Palak** MIDDLE NAME:   
 MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:   
 DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):   
 MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED:   
 GENDER: **FEMALE** HEIGHT: **5** **3** WEIGHT: **170** EYE COLOR: **Black**  
 CURRENT ADDRESS: **300 Emory Road**  
 CITY/TOWN: **Mineola** STATE: **NY** ZIP: **11501**  
 FORMER ADDRESS:   
 CITY/TOWN:  STATE:  ZIP:

**PRINT AND SIGN**

PRINTED NAME: **Palak Patel** APPLICANT/EMPLOYEE SIGNATURE: *PPatel*

**NOTARY INFORMATION**

On this **11/8/2022** before me, the undersigned notary public, personally appeared **Palak Patel**  
 (name of document signer), proved to me through satisfactory evidence of identification, which were **NY Driver License**  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*[Signature]*  
NOTARY

DANIEL GALLEGOS  
Notary Public - State of New York  
NO. 01GA6385810  
Qualified in Queens County  
My Commission Expires Jan 14, 2023

**DIVISION USE ONLY**

RECEIVED BY:   
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:   
 The DCJL strongly urges each PLS number to be compared by those agencies that have been issued an Identity Theft PLS number by the DCJL. Certified agencies are required to provide all applicants the opportunity to exclude the information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via email or by fax to (617) 680-8614.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Agreement") is made as of the 30<sup>th</sup> day of September, 2022 by and between **SAMP REALTY LLC** (the "Lessor"), a Massachusetts limited liability company with a principal place of business of 91 Sidney Street, Suite 315, Cambridge, Massachusetts 02139 and **NILKANT 139 INC.**, a Massachusetts limited liability company with a principal place of business of 91 Sidney Street, Suite 315, Cambridge, Massachusetts 02139 (the "Lessee;" with the Lessor, the "Parties;" each a "Party"), who hereby mutually covenant and agree as follows:

### RECITALS

**WHEREAS**, the Lessor holds title to the entirety of the land and the improvements, consisting of a 18,000 square foot commercial shopping center and associated common area located at and known as **139 West Street, Ware, Massachusetts 02093**, title to which is further described at Exhibit "A" hereto (the "Property"). The Lessor and the Lessee have agreed, on the terms set forth herein, that the Lessor will lease to the Lessee that retail lease unit consisting of 4,255 square feet, designated at Exhibit "B" hereto (the "Premises")

**WHEREAS**, the Lessee wishes, and has the authority, to lease the Premises from the Lessor, on triple net terms, for the period and on the conditions set forth below

**WHEREAS**, the Lessor has the authority to lease all or a portion of the Premises;

**WHEREAS**, the Lessor and the Lessee are willing to lease the Premises on the terms and conditions contained in this Agreement.

**THEREFORE**, the Parties hereby agree as follows:

#### **I. PREMISES, LEASE TERM AND AUTHORIZED USE OF PREMISES.**

**1.1 Premises Leased.** The Lessor, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Lessee to be performed, hereby leases to the Lessee, and the Lessee hereby lets from the Lessor, the Premises, all as more particularly described and identified at Exhibit "B" attached hereto, together with all improvements now located thereon, or to be located thereon during the term of this Agreement, together with all appurtenances belonging to, or in any way pertaining to (such portion of the property, together with the improvements and appurtenances hereinafter sometimes jointly or severally, as the context requires, are also included within the term "Premises" herein).

**1.2 Term.** The term of this Lease shall commence as of the date hereof (hereinafter sometimes referred to as "**Commencement Date**") and shall end as of September 30, 2032 (the "**Expiration Date**"), unless extended via the Lessee's options granted herein or by mutual agreement of the Parties or unless sooner terminated as herein set forth.

P  
Lessor Initials

1

NP  
Lessee Initials

**1.3 Extension Options.** The Lessee shall have successive options to extend the term of this Lease for two (2) separate option periods of five (5) lease years each (each such period being hereinafter called an "Option Term"), commencing upon the day after the Expiration Date of the original term or the preceding Option Term, as the case may be, provided that the Lessee shall not be in terminable default under any of the terms of this Lease beyond applicable grace periods, at the time of the exercise of any option, and that the Lessee continues to occupy the Premises. If the Lessee elects to exercise any one or more of said options, it shall do so by giving notice of such election to the Lessor at any time during the term of this Lease (including any Option Term) on or before the date which is ninety (90) calendar days prior to the commencement of the Option Term for which such election is exercised.

**1.4 Purpose.** The Premises shall be used by the Lessee for operation of a first-class operation of a retail smoke shop that sells, subject to and provided that such sales are fully compliant with all federal, state and local laws and subject to all applicable licensing and approvals required, including the following products, among others:

- (a) tobacco and other legal smoking materials (excluding marijuana, marijuana derivatives, and products containing THC and any marijuana-infused or related products, except for CBD products, which are permitted to the extent they contain no THC). In no event shall products containing THC be sold whether or not legal under Federal, State or local law during the Lease Term;
- (b) pipes, rolling papers, vaping pipes and systems, hookahs and other materials used or usable for the smoking of tobacco and other legal substances;
- (c) novelty and gift items, solely ancillary to the smoke shop products offered at the Premises; to be further defined in the lease; and
- (d) prepackaged convenience store foods, and non-alcoholic beverages;
- (e) the incidental storage of equipment used in connection with such business, and for any other lawful use as agreed to by the Lessor in writing, except that no such use shall:
  - (i) violate any certificate of occupancy or law, ordinance or other federal, state or local governmental regulation, or any covenants, conditions or restrictions of record, in effect from time to time affecting the Premises or the use thereof;
  - (ii) cause injury to any improvements to the Premises existing as of the Commencement Date;
  - (iii) cause the value or usefulness of the Premises or any part thereof to diminish;
  - (iv) constitute a public or private nuisance or waste;

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- (v) authorize the Lessee to use, treat, store or dispose of hazardous or toxic materials on the Premises; or
- (vi) render the insurance on the Premises void or the insurance risk more hazardous.

## II. RENT

**2.1 Annual Base Rent.** Beginning with the Commencement Date and on the same day of each succeeding month over the term of this Agreement, the Lessee shall pay Annual Base Rent, payable in monthly installments, in advance as of the 1<sup>st</sup> day of each calendar month of the lease term, commencing as of the date hereof, subject to adjustment as the one-year anniversary of the Lease Term and all Option Terms. Annual Base Rent and the monthly installments thereof for the Lease Term and the Option Terms are as set forth below:

Period of the Lease Term or Option Terms	Annual Base Rent	Monthly Installment (due as of first day of each month in advance)
1. October 1, 2022 through September 30, 2023	\$85,100.00	\$7,092.00
2. October 1, 2023 through August 31, 2024	\$85,100.00	\$7,092.00
3. October 1, 2024 through September 30, 2025	\$85,100.00	\$7,092.00
4. October 1, 2025 through September 30, 2026	\$85,100.00	\$7,092.00
5. October 1, 2026 through September 30, 2027	\$85,100.00	\$7,092.00
6. October 1, 2027 through September 30, 2028	\$87,653.00	\$7,305.00
7. October 1, 2028 through September 30, 2029	\$87,653.00	\$7,305.00
8. October 1, 2029 through September 30, 2030	\$87,653.00	\$7,305.00
9. October 1, 2030 through September 30, 2031	\$87,653.00	\$7,305.00
10. October 1, 2031 through September 30, 2032	\$87,653.00	\$7,305.00

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<b>FIRST OPTION TERM RENTS</b>		
<b>Period of the Lease Term or Option Terms</b>	<b>Annual Base Rent</b>	<b>Monthly Installment (due as of first day of each month in advance)</b>
11. October 1, 2032 through September 30, 2033	\$90,283.00	\$7,524.00
12. October 1, 2033 through September 30, 2034	\$90,283.00	\$7,524.00
13. October 1, 2034 through September 30, 2035	\$90,283.00	\$7,524.00
14. October 1, 2035 through September 30, 2036	\$90,283.00	\$7,524.00
15. October 1, 2036 through September 30, 2037	\$90,283.00	\$7,524.00
<b>SECOND OPTION TERM RENTS</b>		
<b>Period of the Lease Term or Option Terms</b>	<b>Annual Base Rent</b>	<b>Monthly Installment (due as of first day of each month in advance)</b>
16. October 1, 2037 through September 30, 2038	\$92,992.00	\$7,750.00
17. October 1, 2038 through September 30, 2039	\$92,992.00	\$7,750.00
18. October 1, 2039 through September 30, 2040	\$92,992.00	\$7,750.00
19. October 1, 2040 through September 30, 2041	\$92,992.00	\$7,750.00
20. October 1, 2041 through September 30, 2042	\$92,992.00	\$7,750.00

(the "Base Rent").

The Base Rent, with Additional Rent and other charges payable hereunder (collectively "Rent") shall be paid to or upon the order of the Lessor at the Lessor's address as set forth above. The Lessor shall have the right to change the payee of each installment of Rent or the payee's address by giving written notice thereof to the Lessee thirty (30) days in advance of the effective date of the change. All payments by the Lessee shall be made without deduction, set off, discount or abatement in lawful money of the United States by check payable to "**SAMP REALTY LLC**" and delivered to the Lessor at the Premises.

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**2.2 Interest on Late Payments.** Each and every installment of Rent that shall not be paid within ten (10) calendar days following the date when such payment is due, without the need for notice thereof from the Lessor to the Lessor shall bear interest at the rate five percent (5.0%) from the date when the same is payable under the terms of this Lease until the same shall be paid.

**2.3 Additional Rent.** The Lessee further agrees that during the original term of this Lease and any Option Term and for such further time as the Lessee shall hold the Premises, or any part thereof, the Lessee shall pay to Lessor as Additional Rent its Proportionate Share of the following costs associated with the Property:

- (a) real estate taxes due with respect to the Property and any betterment assessments imposed upon the Property;
- (b) all fees, expenses and special assessments which may from time to time be assessed by the Landlord for maintenance, plowing, repair and improvements to the Property's roof, parking lot, landscape areas and common walkways and hallways of the Property and other elements of the Property which are not the obligation of the tenants of the Property under their respective leases;
- (c) all insurance premium costs associated with the Lessor's insurance policies providing property loss, hazard, liability and other insurance with respect to the Premises;
- (d) all fees for water, electric, gas, oil and other utility service to the Property to the extent not separately metered for the Premises; and
- (e) other assessments whatsoever which may be payable for or in respect of the Premises, or any part thereof during the term of this Agreement, and for such further time as the Lessee shall hold the Premises or any part thereof, the Lessor hereby agreeing to furnish the Lessee with copies of all bills for such taxes and assessments.

(the "Additional Rents")

The "Proportional Share" of the above costs associated with the repair, maintenance, repair and upkeep of the Property is defined herein as 24.00% (but if and when a new building is constructed and occupied at the relevant shopping center which contains the Premises, the Proportional Share shall be appropriately adjusted to the extent certain common expenses are reasonable allocated among the tenants in such new building).

In addition to the foregoing, the Lessee shall be solely responsible for all personal property taxes of every nature imposed upon all fixtures, equipment and other personal property of every nature on the Premises belonging to the Lessee as well as all premium costs associated with hazard, loss, liability or other insurance coverage obtained by the Lessee.

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**2.5 Tax Abatements.** In the event the Lessor shall receive any abatement or refund of real estate and/or personal property taxes for any tax year for which the Lessee shall have paid to Lessor any amount for said taxes, the Lessee shall be entitled to receive from Lessor the amount thereof, less, however, the reasonable expenses (including without limitation reasonable attorney's fees) of the Lessor incurred in obtaining such abatement. The Lessor, upon request of the Lessee duly made, shall make and prosecute applications for abatement of taxes. If, however, the Lessor fails to commence or there after diligently continue the prosecution of applications for abatement of taxes within fifteen (15) days of the Lessee's written request so to prosecute, then the Lessee shall have the right to prosecute said applications for abatement of taxes in the name of the Lessor or the Lessee, provided, however, that the expenses of prosecuting such applications shall be borne by the Lessee. At the Lessee's request, Lessor shall furnish the Lessee with all data and information in Lessor's possession concerning the Premises and shall execute and deliver all documents necessary for the Lessee's application.

### **III. RISK ALLOCATION AND INSURANCE**

**3.1 Allocation of Risks.** The parties desire, to the extent permitted by law, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is insured for or required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, shall be paid out of insurance, without regard to the fault of the Lessee, its officers, employees or agents (the "**Lessee Protected Parties**"), and without regard to the fault of the Lessor, and its partners, shareholders, members, agents, directors, officers and employees (the "**Lessor Protected Parties**"). As between the Lessor Protected Parties and Lessee Protected Parties, such risks are allocated as follows:

- (a) Lessee shall bear the risk of bodily injury, personal injury or death, or damage to the property, of third persons, occasioned by events occurring on or about the Premises, regardless of the party at fault. Such risks shall be insured as provided in Section 3.2 below.
- (b) Lessee shall bear the risk of damage to the improvements on the Premises and to Lessee's contents, trade fixtures, machinery, equipment, furniture, and furnishings in the Premises arising out of loss by the events required to be insured against pursuant to Section 3.2.

Notwithstanding the foregoing, provided Lessee does not default in its obligation to carry insurance under Section 3.2, if and to the extent that any loss occasioned by any event of the type described in Section 3.1(a) above exceeds the coverage or the amount of insurance required to be carried under that Section or such greater coverage or amount of insurance as is actually carried, or results from an event not required to be insured against or not actually insured against, the party at fault shall pay the amount not actually covered.

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**3.2 Lessee's Insurance.** Lessee shall procure its own liability, property and workers' compensation insurance coverage for the Premises and shall fund the Proportionate Share of the cost of premiums and maintain policies of insurance procured by and maintained by the Landlord. The Lessee shall be responsible for the maintaining its Premises-specific insurance, which policies shall insure for the entirety of the Lease Term and any Option Terms so elected by the Lessee:

- (a) The Lessor Protected Parties (as "*named insureds*"), and the Lessor's mortgagee, if any, of which Lessee is given written notice, and the Lessee Protected Parties, from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Premises, for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property in an amount of not less than \$1,000,000 single limit per occurrence/aggregate. The Lessor shall have the right, exercisable by giving written notice thereof to Lessee, to require Lessee to increase such limit if, in the Lessor's reasonable judgment, the amount thereof is insufficient to protect the Lessor Protected Parties and the Lessee Protected Parties from judgments that might result from such claims, demands or actions.
- \$51.(b) The improvements at any time situated upon the Premises against loss or damage by fire, lightning, wind storm, hail storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("*all risk*" coverage). The insurance coverage shall be for not less than 100% of the full replacement cost of such improvements with agreed amount endorsement, all subject only to such deductibles as the Lessor shall reasonably approve in writing.
- (c) Flood or earthquake insurance whenever, in the reasonable judgment of the Lessor, such protection is necessary, and it is available at commercially reasonable cost.
- (d) All contents and Lessee's trade fixtures, machinery, equipment, furniture and furnishings in the Premises in an amount equal to their full replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("*all risk*" coverage).
- (e) Lessee Protected Parties from all worker's compensation claims.

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**3.3 Form of Insurance.** All of the aforesaid insurance shall be in responsible companies. The insurer and the form, substance and amount (where not stated above) shall be satisfactory from time to time to the Lessor and any mortgagee of the Lessor and shall unconditionally provide that it is not subject to cancellation or non-renewal except after at least thirty (30) days prior written notice to the Lessor and any mortgagee of the Lessor. Originals of Lessee's insurance policies (or certificates thereof satisfactory to the Lessor), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with the Lessor at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of such coverage.

#### **IV. REPAIRS AND MAINTENANCE**

**4.1 General.** The Lessor shall not have any obligation to make any repairs or alterations to the Premises or any part thereof, except as otherwise expressly provided in this Article. Throughout the original term of this Agreement, the Lessee covenants and agrees to maintain the Premises and all additions and improvements made upon them in such repair, order and condition as the same are in at the commencement of said term or may be put in by the Lessor or the Lessee during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty, taking by eminent domain, and items which Lessor is expressly obligated to repair only excepted. Without limiting the generality of the foregoing, the Lessee shall, to the extent not addressed or covered by the Lessor and funded through Additional Rents paid or to be paid hereunder:

- (a) provide regular maintenance and repairs to all heating, air conditioning, hot water and other equipment serving the Premises; and
- (b) provide janitorial and cleaning services; repaint interior surfaces; and replace broken glass with glass of the same kind and quality.

**4.2 Lessor Obligations.** Notwithstanding any other provision of this Agreement, the Landlord shall be responsible for repairs, maintenance and replacement of structural elements of the Property including those structures that comprise the exterior or within the walls of the Premises, including the roof serving the Premises and the remainder of the Property, the plumbing, electric, structural and other elements of the Property shared with the Premises, the parking lot, the landscaping and other common areas. The Lessor shall be entitled to collect from the Lessee a Proportionate Share of all such Property maintenance, repairs and related costs on the terms provided herein

**4.3 Damages to the Premises.** If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, the Lessor, but only to extent that Lessor has received insurance proceeds sufficient therefor, and the Base Rent, Additional Rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by the Lessee on a just and equitable basis. Such repairs shall be made promptly, subject to reasonable delay which may arise by reason of

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adjustment of insurance and for delay on account of labor troubles or any other cause beyond Lessor's control. The Lessor shall not be liable for any inconvenience or annoyance to the Lessee or injury to the business of the Lessee resulting from delays in repairing such damage, except that Lessor agrees to use its reasonable best efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Lessor shall not unreasonably interfere with the Lessee's business in making such repairs.

**4.4 Total Loss.** If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a four (4) month period, either Lessor or the Lessee may within thirty (30) days of the occurrence of such damage, terminate this Lease upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this lease contained, if the Lessor shall not have in fact completed repair of such damage within four (4) months from the occurrence of such fire or other casualty, the Lessee may terminate this Lease by written notice to Lessor and thereafter this Lease shall be of no further force or effect. Upon the termination of this Lease under the conditions herein provided for, the Lessee's liability for Rent accruing thereafter shall cease as of the day following the casualty. The Lessor shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

## **V. CONDEMNATION**

**5.1 Taking of the Whole.** In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Lessor and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises, then this Agreement and the term hereof shall cease and expire as of the date of such Taking and the Base Rent and any Additional Rent and all other charges paid for a period after such Taking shall be refunded to the Lessee upon demand.

**5.2 Partial Taking.** In the event of Taking of a substantial part of the Premises or in the event of a Taking so as to prevent or substantially prevent adequate access to Premises, then the Lessee may elect to terminate this Lease by giving notice of termination to the Lessor on or before the date which is ninety (90) days after receipt by the Lessee of notice that the Taking or denial or diminishing of access or termination of the Lessee's lease shall have occurred. Upon the date specified in such notice of termination, this Agreement and the term hereof shall cease and expire, and the Base Rent and any Additional Rent and charges paid for a period after such date of termination shall be refunded to the Lessee upon demand.

**5.3 Restoration Following Partial Taking.** If this Lease be not terminated or if the Lessee does not elect to terminate this Lease as aforesaid then the award or payment for the Taking shall be paid to and used by Lessor for restoration as hereinafter set forth and Lessor shall promptly commence and with due diligence continue to restore the Premises remaining after the Taking to substantially the same condition and tenantability as existed immediately preceding the Taking. During the period of any restoration, the Base Rent, Additional Rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or

construed to prevent either Lessor or the Lessee from enforcing and prosecuting a claim for the value of its respective interest in any condemnation proceedings.

**5.4 Lessee Claims.** The Lessee's right to recover damages in case of any Taking, shall not be affected, prejudiced, restricted or limited whether or not this Agreement has been terminated because of such Taking or is subject to termination. Nothing herein contained shall prohibit the Lessee (in addition to the foregoing) from interposing and prosecuting in any condemnation proceeding, independent of any claim of the Lessor, claims for which the Lessee may be entitled to recover.

## **VI. TENANT'S FIXTURES/ALTERATIONS**

**6.1 Lessee Fixtures; Tenant Improvements.** The Lessee may install, at the Lessee's sole cost, in the Premises such fixtures (trade or otherwise), improvements and equipment as the Lessee deems desirable and all of said items shall remain the Lessee's property and the Lessee may remove, and/or replace, said fixtures and equipment, in the Premises, at any time and from time to time during the term or any Option Term hereof. The Lessor shall not mortgage, pledge or encumber said fixtures or equipment. The Lessee shall make all repairs or replacement at the Lessee's expense in connection with the removal of any fixtures, improvements or equipment installed as provided in this paragraph.

**6.2 Signage, Etc.** All signs, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Premises, by or at the expense of the Lessee, are and shall remain the property of the Lessee, and the Lessee shall remove the same and repair all damage to the Premises caused by such installation and removal prior to or at the expiration date of the term or the Option Terms of this Agreement. Any signs located upon or visible from the exterior of the Condominium buildings shall be subject to the approval of the municipality in which the Premises are located under such zoning law, regulation and ordinances as may be in effect. The Lessor shall provide all commercially reasonable assistance in obtaining such municipal approval, provided that such assistance does not require the Lessor to incur out of pocket legal or other costs, all of which shall be promptly reimbursed by the Lessee upon receipt of the Lessor's invoice therefor.

## **VII. ASSIGNING AND SUBLETTING**

**7.1 Assignments; Subleasing.** Except as provided herein, the Lessee shall not assign this Lease of any interest therein without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, but the Lessee shall remain liable to Lessor during the original term and any Option Term for the payment of Rent and performance of all obligations of the Lessee hereunder. Notwithstanding the above, the Lessee shall have the right, without the consent of Lessor, to assign this Lease or sublet the Premises or any part thereof to any entity incidental to the merger or consolidation or sale of substantially all the assets of the Lessee in which the surviving or acquiring corporation after acquisition shall have a pro form of net worth computed in accordance with generally accepted accounting principles not less than that of the Lessee immediately prior to such merger or consolidation or acquisition.

## **VIII. HOLDING OVER**

If the Lessee holds over or remains in possession of Premises after expiration of the original term or any Option Term of this Agreement, without any new lease for the Premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms (other than length of term, or option for extension) herein specified, which may at any time be terminated by either party by one (1) month's written notice to the other party.

## **IX. MORTGAGES**

9.1 **Lease Subordinate to Mortgage.** This Agreement shall be subject and subordinate in all respects to the first mortgage granted by the Lessor to Bank Rhode Island, and to all other valid first mortgages which may hereafter affect the Premises and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, the Lessee shall execute promptly, without cost or charge, any instruments or certificates that Lessor or any mortgagee may require.

9.2 **Payments.** The Lessor shall make all payments required to be made under the provisions of any mortgage and ground or underlying lease affecting the Premises, in default of which the Lessee shall have the right, but not the obligation, to cure any such default and to deduct the cost thereof from the Base Rent or Additional Rent or other charges becoming due under this Lease or to require the payment of such cost from the Lessor upon demand.

## **X. TENANT'S COVENANTS**

In addition to all other covenants and agreements of the Lessee contained herein, the Lessee hereby covenants with the Lessor that the Lessee will, during the said term and for such further time as it shall hold the Premises or any part thereof:

- (a) pay all charges for heat, water, gas, electricity, sewerage, and all other utilities services billed in respect of the Premises;
- (b) will save the Lessor harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence of the Lessor, its agents, employees, servants, or contractors or the Lessor's failure to properly make repairs required to be made by Lessor hereunder;
- (c) will not commit any nuisance on the Premises; will not overload the Premises;

- (d) will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force;
- (e) will not do any act or thing upon the Premises which will make them uninsurable against fire or which is liable to increase the premium for fire insurance on the Premises over the normal premium at the time in question for the stipulated use of the Premises, and if such premiums are increased, the Lessee shall pay the amount of such increase;
- (f) will keep the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises;
- (g) will make all repairs, alterations, and replacements so required under this Agreement;
- (h) will procure any authorizations or licenses required for the Lessee's use or repair of the Premises;
- (i) permit the Lessor or its agents, during the term during normal business hours and with the Lessee's prior approval which approval the Lessee agrees not to unreasonably withhold or delay (or at any time in the event of an emergency), enter to view the Premises and make repairs or improvements, but Lessor will not be required to do so, except as otherwise expressly provided in this Lease; and
- (j) at the expiration of said term, the Lessee shall remove its goods and effects and those of all persons claiming under it and will peaceably yield up to the Lessor the Premises, and all additions and improvements made upon them (except those which the Lessee is permitted to remove hereunder) and leave the Premises clean and in such repair, order and condition as the same are in at the Commencement Date, or may be put in by the Lessor or the Lessee during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted;

#### **XI. TENANT'S DEFAULT AND LESSOR'S REMEDIES**

**11.1 Events of Default.** The Lessee agrees that any one or more of the following events shall be considered Events of Default under this Agreement:

- (a) The Lessee shall default in any payment of Base Rent, Additional Rent or in any other payment required to be made by the Lessee hereunder when due as herein provided or shall default under Article III hereof, and any such default shall continue for ten (10) days after notice thereof in writing to the Lessee;
- (b) The Lessee shall default in keeping, observing or performing any of the other covenants or agreements herein contained to be kept, observed and performed by

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the Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee or shall exist at the expiration of the term of this Agreement;

- (c) The Lessee shall file a petition asking reorganization or other relief under the United States Bankruptcy Code, as now or hereafter amended, or under the laws of any state, or, in the event of an involuntary petition filed by third parties against the Lessee, the entry of an order for relief under the United States Bankruptcy Code on such petition or the failure of such petition or order to be vacated or set aside within ninety (90) days from the date of the entry or granting thereof;
- (d) The Lessee shall abandon the Premises or vacate the same during the term hereof;
- (e) The Premises are levied upon by any revenue officer or similar officer;
- (f) The Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for the Lessee or any of the property of Lessee; or
- (g) A decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof.

**12.2 Remedies.** Upon the occurrence of any one or more Events of Default, the Lessor may at its election terminate this Lease or terminate Lessee's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Lessee's right to possession without termination of the Lease, the Lessee shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to the Lessor, and hereby grants to the Lessor the full and free right, without demand or notice of any kind to Lessee (except as hereinabove expressly provided for), to enter into and upon the Premises in such event with or without process of law and to repossess the Premises and to remove the Lessee and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing the Lessor's rights to rent or any other right given to the Lessor hereunder or by operation of law.

The Lessor may relet all or any part of the Leased Premises for such rent and upon such terms as shall be satisfactory to the Lessor (including the right to change the character or use made of the Premises). For the purpose of such reletting, the Lessor may decorate or make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. If the Lessor does not relet the Premises, the Lessee shall pay to the Lessor on demand damages equal to the amount of the Base Rent, Additional Rent and other sums provided herein to be paid by Lessee for the remainder of the term of this Agreement. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rents accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the sums herein provided to be paid for the remainder of the term of this Agreement, the Lessee shall pay to the Lessor on demand any deficiency and the Lessee agrees that the Lessor may file suit to recover any sums due under the terms of this Section from time to time. The Lessor shall use reasonable efforts to mitigate its damages arising out of the Lessee's default.

**12.3 Lessee's Opportunity to Cure.** If Lessee defaults under Section 11.1 hereof, and such default is curable but cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then an Event of Default shall not be deemed to have occurred; provided, however, that Lessee's right to cure hereunder shall not extend beyond the expiration of the term of this Agreement, and provided further that the curing of any default in such manner shall not be construed to limit or restrict the Lessor's remedies for any other default that becomes an Event of Default.

**12.4 The Lessor's Right to Cure.** The Lessor may, but shall not be obligated to, cure any default by the Lessee (specifically including, but not by way of limitation, the Lessee's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever the Lessor so elects, all costs and expenses paid by the Lessor in curing such default, including without limitation reasonable attorneys' fees, shall be treated as Additional Rent due under this Agreement.

### **XIII. NOTICES**

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless in writing and sent by United States registered or certified mail, return receipt requested, directed, to the Lessee or to the Lessor at the address listed in the preamble to this Agreement or such other address as either party may designate by notice from time to time.

  
Lessor Initials

  
Lessee Initials

#### **XIV. MISCELLANEOUS**

**14.1 Waivers.** One or more waivers of any covenant or condition by the Lessor or the Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by the Lessor requiring the other party's consent or approval to or of any similar subsequent act. The failure of either party to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition in this Agreement shall not prevent a similar subsequent act from constituting a default under this Agreement.

**14.2 Severability.** If any provision of this Agreement shall be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby and each and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

**14.3 Assignment.** The Lessor reserves the right to assign or transfer any and all of its rights, title and interest under this Agreement, including but not limited to the benefit of all covenants of the Lessee hereunder.

**14.4 Indemnification.** The Lessee and the Lessor agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons or property in or about the Premises caused by their respective negligence or intentional conduct or by the negligence or intentional conduct of their respective employees, agents or contractors.

**14.5 Net Lease.** It is understood and agreed that the Lessee, during the term hereof, is to do all things and make all payments connected with the Premises or arising out of any occupation of the Premises or any part thereof or its appurtenances, except as otherwise expressly provided in this Lease, and under no condition or contingency is the Lessor to be called upon to do or perform any act or action or be subject to any liability or responsibility or to make any payments with respect to the Premises or any part thereof, except as otherwise expressly provided in this Agreement, all so that this Agreement shall yield net to the Lessor the Rent specified in this Agreement, except as otherwise expressly provided in this Agreement.

WITNESS the execution hereof under seal the day and year first written above.

**SAMP REALTY LLC**  
(Lessor)

By: \_\_\_\_\_

Divyank Patel, its duly-authorized  
Manager

**NILKANT 139 INC.**  
(Lessee)

By: \_\_\_\_\_

Nilesh Patel, its duly-  
authorized President

**EXHIBIT "A"**

**Description of the Property**

**PARCEL 1 - 139 West Street, Ware, MA**

The land with the buildings thereon situated on West Street (Route 32) in Ware, Hampshire County, Massachusetts, shown on a plan of land entitled, "Plan of Land in Ware Surveyed for Omni Realty Trust, "prepared by R.H. LeMaitre, dated September 4, 1989, recorded with the Hampshire County Registry of Deeds in Plan Book 163, Page 119, bounded and described as follows:

Beginning at an iron pin found on the northerly side of West Street as it intersects with the southeasterly corner of land now or formerly of Charles A. Moulton, Jr. and Bella Moulton;

Thence N 24° 30' 00" W. one hundred twenty-four and 02/100 (124.02) feet along said Moulton Land to an iron pin found;

Thence S 66° 40' 39" W, still along land now or formerly of Moulton, seventy- three and 21/100 (73.21) feet to an iron pin found;

Thence N 25° 40' 52" W, two hundred two and 48/100 (202A8) feet along land now or formerly of the County Bank for Savings to an iron pin found;

Thence N 49° 25' 28" E, sixty-seven and 95/100 (67.95) feet to an iron pin set;

Thence N 86° 21' 28" E, seventy-eight and 86/100 (78.86) feet to an iron pin set;

Thence S 74° 05' 32" E, sixty-nine and 63/100 (69.63) feet to an iron pin set;

Thence N 67° 04' 00" E, eighty-three and 68/100 (83.68) feet to an iron pin set;

Thence S 22° 56' 00" E. sixty-nine and 67/100 (69.67) feet to an iron pin set;

Thence S 72° 01' 42" E, seven and 25/100 (7.25) feet to an Iron pin found:

Thence S 61° 54' 42" E, sixty-five and 35/100 (65.35) feet to an iron pin set;

The last seven (7) courses being by land now or formerly of the Roman Catholic Bishop of Springfield;

Thence S 65° 22' 55" W, forty-eight (48) feet along land now or formerly of Sherman Oil Co., Inc., to an iron pin set;

Thence S 66° 30' 00" W, sixty-seven and 40/100 (67.40) feet to a spike set;

Thence S 23° 30' 00" E, eleven (11) feet to a spike set;

Thence S 67° 36' 32" W, one hundred twenty-six and 23/100 (126.23) feet to the place of beginning.

**PARCEL A - WEST MAIN ST, WARE, MA**

Description of land in the Commonwealth of Massachusetts, County of Hampshire Town of Ware northerly of West Street (Route 9) owned by the Roman Catholic Bishop of Springfield, shown as Lot Parcel A on a plan by Robert H. LeMaitre titled "Plan of Land in Ware Surveyed for Ware Equity Partners LLC" and dated April 3, 2020 and recorded in the Hampshire County Registry of Deeds in Book of Plans 247, Page 35, bounded and described as follows:

Beginning at an iron pin found at the most southerly corner of the Parcel to be described; said pin being N 80° 07'04"W and 185.00 feet from an iron pin at the edge of Muddy Brook

THENCE N 22°56'00"W along land now or formerly of The Roman Catholic Bishop of Springfield for a distance of 168.89 feet to an iron pin set

THENCE S 67°04'00"W along land now or formerly of The Roman Catholic Bishop of Springfield for a distance of 184.50 feet to an iron pin found

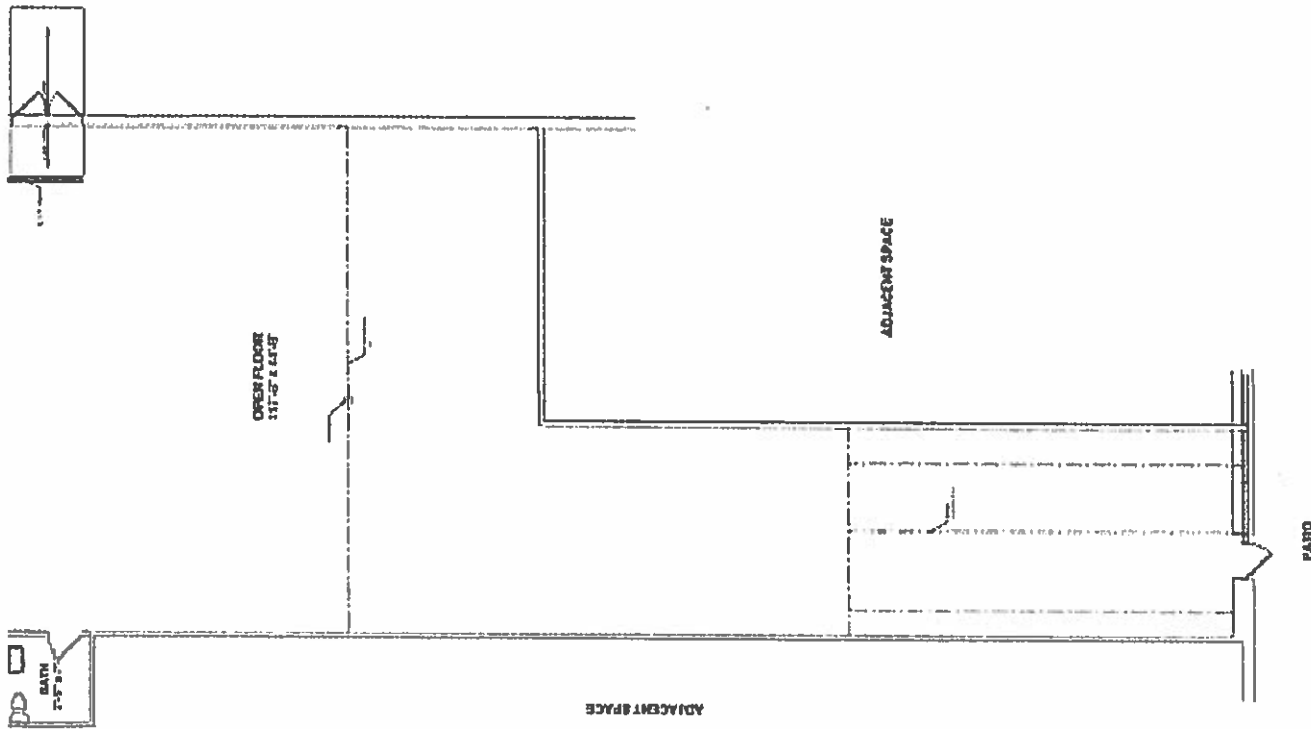
THENCE S 74°05'32"E along land now or formerly of Ware Equity Partners LLC for a distance of 69.63 feet to an iron pin found

THENCE N 67°04'00"E along land now or formerly of Ware Equity Partners LLC for a distance of 8168 feet to an iron pin found

THENCE S 22°56'00"E along land now or formerly of Ware Equity Partners LLC for a distance of 69.67 feet to an iron pin found

THENCE S 72°01'42"E along land now or formerly of Ware Equity Partners LLC for a distance of 7.25 feet to an iron pin found

THENCE S 61°54'42"E along land now or formerly of Ware Equity Partners LLC for a distance of 65.35 feet to an iron pin at the point of beginning.



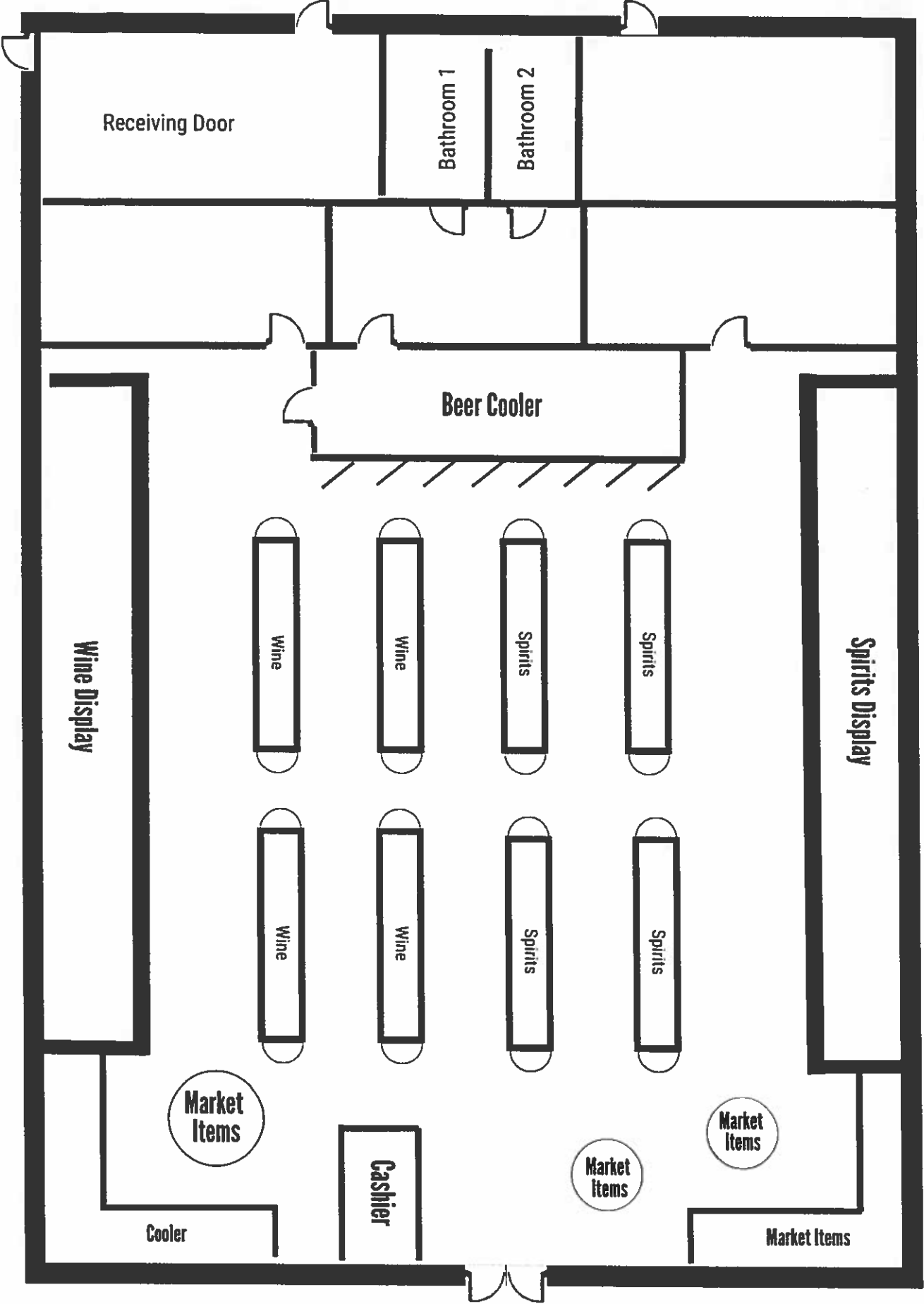
FIRST FLOOR PLAN  
Overall Dimensions: 111'-0" x 61'-0"



Scale 1/16" = 1'-0"

City Wine Spirits & Smoke Shop

139 West Street  
Ware, MA 02093









TOWN OF WARE, MASSACHUSETTS  
**OFFICE OF THE TOWN CLERK**

126 MAIN STREET, STE. F, WARE, MASSACHUSETTS 01082

NANCY J. TALBOT  
TOWN CLERK

February 16, 2023

Town of Ware - Selectboard  
126 Main St.  
Ware, MA 01082

Dear Board Members:

Please be advised that the Votes Act of 2022 mandates Vote by Mail for all elections in the Commonwealth of MA as stated below:

**VOTE BY MAIL**

**(Per Election Advisory #22-01 dated 6/23/22)**

Effective immediately, early voting by mail must be available for all state elections, state primaries, and presidential primaries.

Early voting by mail is also required for all local elections and preliminaries, **unless the city or town opts out. In order to opt out of Vote by Mail for local elections the selectmen, city council or town council must hold a public hearing and public roll call vote to NOT allow Vote by Mail no later than 45 days before the date of the election.** Cities and towns cannot opt out of Vote by Mail for a local election if the election is happening the same day as a state election, state primary, or presidential primary.

Please note I have attached a copy of the Preparing for 2023 Information sent to City and Town Clerks mid-December 2022. **See the top section VOTE BY MAIL.**

All budgets were set at town meeting in May of 2022 for the current Fiscal Year and there was no knowledge of this law being passed after budgets were sent, thereby putting a drain on finances. The cost of mailing a ballot to a voter is .84 cents; the state has provided communities with a postage paid return envelope on behalf of the voter however.

*Absentee Ballots for those who qualify, will remain an integral part of the election process for local elections whether in person by appointment during normal business hours or by mail.*

I hope this information as provided is helpful to the Selectboard in making their decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Talbot", is written over a horizontal line.

Nancy J. Talbot  
Town Clerk

# Preparing for 2023

## Vote by Mail

### Requirements

- Vote by mail is **required** for all local elections, including special elections and preliminaries, unless the select board, board of selectmen, town council or city council vote to opt out at least 45 days before the election.
  - A separate vote must be held for each election they are opting out of.
  - Additional requirements can be found in Election Advisory 22-01.
- No excuse vote by mail is therefore available upon written request from the voter unless the city/town opts out.

### Applications

- You are **not required** to mail vote by mail applications to voters in 2023, except with acknowledgment notices.
- The SOC will **not** be sending applications to voters for local elections in 2023.
- You may include vote by mail applications with your census forms, but it is not required.
- The deadline to receive an application for a mail-in ballot (EV or AV) is the **5<sup>th</sup> business day prior to the election**.
  - The deadline to apply for in-person absentee is still noon the day before the election.

### Accessible Vote by Mail

- The SOC will work with Democracy Live/OmniBallot and you to implement accessible vote by mail for local elections.
- Ballot data will need to be provided by you to Democracy Live.
- The SOC will provide Democracy Live with a list of elections and a contact for each city/town.
  - The contact will be the contact in VRIS unless the SOC is notified otherwise.

### Envelopes

- You can continue to use the envelopes used for the 2022 state primary and state election.
- The SOC will continue to pay for return postage and will provide AV8 envelopes for local elections.

### In-Person Early Voting

- In-person early voting is **not required** for local elections.
- The select board, board of selectmen, town council or city council may vote to opt in to in-person early voting at least 5 days before the start of early voting after receiving a recommendation from at least 50% of the registrars or election commissioners.
- If opting in to in-person early voting, the period may start no sooner than 17 days before the election and must end at least 2 business days before the election.
  - The in-person early voting period may be shorter if included as part of the vote.
  - In-person early voting is during normal business hours, unless different hours are set as part of the vote. Weekend hours can be offered if included in the vote.

## Local Elections and VRIS

- ALL local elections must be added to VRIS, regardless of the status of vote by mail.
- If you enter your local election on or before December 15, 2022, the SOC will automatically flag it as an early voting election.
- You may enter your local election after December 15<sup>th</sup>, however, you will need to send a special request form to the Help Desk to enable early voting/vote by mail for that election, if needed.

## Voter Registration

- The deadline to register to vote in-person is 5PM on the 10<sup>th</sup> day before any election or meeting.
  - If the 10<sup>th</sup> day prior is a Sunday or holiday, you would go back to the 11<sup>th</sup>, 12<sup>th</sup>, or 13<sup>th</sup> day before the election.
  - If the 10<sup>th</sup> day prior is a Saturday, the last day to register will be Saturday unless you have accepted M.G.L. Chapter 41, Section 110A, in which case the deadline would move back to Friday.
- You must offer in-person voter registration on the last day to register from 9am-5pm, unless you have less than 1,500 voters, in which case voter registration must be offered from 9am-11am and 3pm-5pm.
  - You may make alternative arrangements for offering voter registration.
- Voters may register to vote for the election until 11:59pm on the Secretary's website.

## Signatures for Nomination Papers

- As a result of the 2022 gubernatorial election, many of you will have to recalculate the number of signatures required for ballot access in 2023.
- The number of signatures required is 1% of the total votes cast for Governor in your town, excluding the blanks.
  - The number cannot be greater than 50 or less than 20.
  - You can't have a fraction of a signature, so you should round up, so you should round up in the calculation results in a fraction.





# Town of Ware

## RIGHT TO FARM BYLAW

Adopted: TBD

DRAFT last edited Tuesday, August 31, 2021

## 1.0 Legislative Purpose and Intent

The purpose and intent of this By-law is to state with emphasis the Right to Farm accorded to all citizens of the Commonwealth under Article 97, of the Constitution, and all state statutes and regulations there under including but not limited to Massachusetts General Laws Chapter 40A, Section 3, Paragraph 1; Chapter 90, Section 9, Chapter III, Section 125A and Chapter 128 Section 1A. We the citizens of Ware restate and republish these rights pursuant to the Town's authority conferred by Article 89 of the Articles of Amendment of the Massachusetts Constitution, ("Home Rule Amendment").

This General By-law encourages the pursuit of agriculture, promotes agriculture- based economic opportunities, and protects farmlands within the Town of Ware by allowing agricultural uses and related activities to function with minimal conflict with abutters and Town agencies. This By-law shall apply to all jurisdictional areas within the Town.

Commented [WR1]: Maybe modify this section?

## 2.0 Definitions

The word "farm" shall include any parcel or contiguous parcels of land, or water bodies used for the primary purpose of commercial agriculture, or accessory thereto.

The words "farming" or "agriculture" or their derivatives shall include, but not be limited to the following:

- farming in all its branches and the cultivation and tillage of the soil;
- dairying;
- production, cultivation, growing, and harvesting of any agricultural, aquacultural, floricultural, viticultural, or horticultural commodities;
- growing and harvesting of forest products upon forest land, and any other forestry or lumbering operations;
- raising of livestock including horses;
- keeping of horses as a commercial enterprise; and
- keeping and raising of poultry, swine, cattle, ratites (such as emus, ostriches and rheas) and camelids (such as llamas and camels), and other domesticated animals for food and other agricultural purposes, including bees and fur-bearing animals.

"Farming" shall encompass activities including, but not limited to, the

following:

- operation and transportation of slow-moving farm equipment over roads within the Town;
- control of pests, including, but not limited to, insects, weeds, predators and disease organism of plants and animals;
- application of manure, fertilizers and pesticides;
- conducting agriculture-related educational and farm-based recreational activities, including agri-tourism, provided that the activities are related to marketing the agricultural output or services of the farm;
- processing and packaging of the agricultural output of the farm and the operation of a farmer's market or farm stand including signage thereto;
- maintenance, repair, or storage of seasonal equipment, or apparatus owned or leased by the farm owner or manager used expressly for the purpose of propagation, processing, management, or sale of the agricultural products; and
- on-farm relocation of earth and the clearing of ground for farming operations.

### 3.0 Right To Farm Declaration

The Right to Farm is hereby recognized to exist within the Town of Ware. The above-described agricultural activities may occur on holidays, weekdays, and weekends by night or day and shall include the attendant incidental noise, odors, dust, and fumes associated with normally accepted agricultural practices. It is hereby determined that whatever impact may be caused to others through the normal practice of agriculture is more than offset by the benefits of farming to the neighborhood, community, and society in general. The benefits and protections of this By-law are intended to apply exclusively to those commercial agricultural and farming operations and activities conducted in accordance with generally accepted agricultural practices. Moreover, nothing in this Right To Farm By-law shall be deemed as acquiring any interest in land, or as imposing any land use regulation, which is properly the subject of state statute, regulation, or local zoning law.

### 4.0 Disclosure Notification

Not later than 21 days after the purchase and sale contract is entered into, or prior to the sale or exchange of real property if no purchase and sale agreement exists, for the purchase or exchange of real property, or prior to the acquisition of a leasehold interest or other possessory interest in real property, located in the Town of Ware, the landowner shall present the buyer or occupant with a disclosure notification which states the following:



"It is the policy of this community to conserve, protect and encourage the maintenance and improvement of agricultural land for the production of food, and other agricultural products, and also for its natural and ecological value. This disclosure notification is to inform buyers or occupants that the property they are about to acquire or occupy lies within a town where farming activities occur. Such farming activities may include, but are not limited to, activities that cause noise, dust and odors. Buyers or occupants are also informed that the location of property within the Town may be impacted by commercial agricultural operations including the ability to access water services for such property under certain circumstances."

A copy of the disclosure notification shall be given on a form prepared by the Town and shall be signed by the landowner prior to the sale, purchase, exchange or occupancy of such real property. A copy of the disclosure notification must be filed with the Board of Selectmen or its designee prior to the sale, purchase, exchange or occupancy of such real property. In addition to the above, a copy of this disclosure notification shall be provided by the Town to landowners each fiscal year by mail.

Commented [WR2]: Is this form even necessary?

A violation of Section 4 shall be subject to a fine of \$300 and shall be enforced by the Board of Selectmen or its designee. The Town is authorized to enforce Section 4 under the non-criminal disposition provision of G.L. c. 40, § 21D.

## 5.0 Resolution of Disputes

[Applicable only in communities that have Agricultural Commissions]

Any person who seeks to complain about the operation of a farm may, notwithstanding pursuing any other available remedy, file a grievance with the Select Board, the Zoning Enforcement Officer, or the Board of Health, depending upon the nature of the grievance. The filing of the grievance does not suspend the time within which to pursue any other available remedies that the aggrieved may have. The Zoning Enforcement Officer or Select Board may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and facilitate the resolution of the grievance, and report its recommendations to the referring Town authority within an agreed upon time frame.

The Board of Health, except in cases of imminent danger or public health risk, may forward a copy of the grievance to the Agricultural Commission or its agent, which shall review and



DRAFT last edited Tuesday, August 31, 2021

facilitate the resolution of the grievance, and report its recommendations to the Board of Health within an agreed upon time frame.

**Commented [WR3]:** This section should be removed, pending on whether the Town wants to reappoint member to the Agricultural Commission.

#### 6.0 Severability Clause

If any part of this By-law is for any reason held to be unconstitutional or invalid, such decision shall not affect the remainder of this By-law. The Town of Ware hereby declares the provisions of this By-law to be severable.





**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Todd A. Lavallee  
Address: 2 King St. Ware, MA 01082  
Email: SWIFT.RIVER@20@gmail.com ← (no caps)  
Home Phone: (413) 278-6168 Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Occupation: Volunteer / Laborer Years lived in Ware: most my life  
Ware Resident: ☒ Yes ☐ No

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Other: <u>Flag committee</u>

What skills and experience will you bring to this Board/Committee:  
(attach additional sheet or resume if desired)

Don't mind volunteer work / Helping out around town  
and citizens

Are you currently serving or have you served on any Town committee: \_\_\_\_\_ Yes\* ☒ No  
(if yes, please state what committee) \_\_\_\_\_

**Required:** Please read the following. By signing below, you state that you understand and agree:  
The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years.  
Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature Todd A. Lavallee Date FEB 7th 2023

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).



**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Jodi Chartier  
Address: 11 Howard Rd  
Email: changesHD@yahoo.com  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 413-519-5519  
Occupation: owner/stylist Years lived in Ware: 50  
Ware Resident: ☒ Yes ☐ No

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	<u>Open Space Committee</u>
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Other:

What skills and experience will you bring to this Board/Committee:

(attach additional sheet or resume if desired)

My job affords me the opportunity to speak with town residents to see what they want in town. I have knowledge of bylaws, great research and a desire to preserve open space for generations to come.

Are you currently serving or have you served on any Town committee: ☒ Yes\* ☐ No  
(if yes, please state what committee) ZBA currently Finance previously

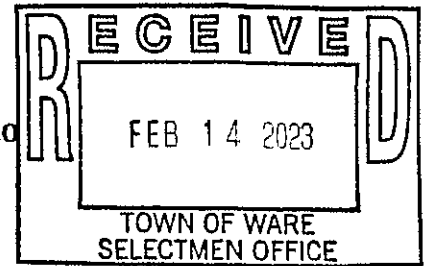
**Required:** Please read the following. By signing below, you state that you understand and agree: The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years. Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature Jodi Chartier Date 2-10-23

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).



Town of Ware  
Application for Appointment to  
Boards and Committees



Name: Nancy BROWN  
Address: 3 Skyline Drive  
Email: NIB 4366 C AOL COM  
Home Phone: 413-967-7704 Work: \_\_\_\_\_ Cell: 508-962-4104  
Occupation: EXECUTIVE DIRECTOR Years lived in Ware: 56  
Ware Resident: ☒ Yes ☐ No

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Other: <u>WARE HOUSING BOARD</u>

What skills and experience will you bring to this Board/Committee:  
(attach additional sheet or resume if desired)

30 YEARS - FD WARE HOUSING  
18 years - ED WARE HOUSING

Are you currently serving or have you served on any Town committee: \_\_\_\_\_ Yes\* ☒ No  
(if yes, please state what committee) \_\_\_\_\_

**Required:** Please read the following. By signing below, you state that you understand and agree:  
The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years.  
Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature Nancy Brown Date 2/13/23

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).

3 Skyview Drive  
Ware MA 01082

January 11, 2023

To Whom It May Concern:

I would like to apply for a position on the Ware Housing Authority as a board member.

I worked at the Warren Housing Authority for 29 years and recently retired and I also worked at the Granby Housing Authority at the same time. I worked 26-hour Warren and 18 housing Granby. Retiring from Granby in 2018.

If you need any more information, please give me a call at 508-868-4104.

Yours truly,

  
Nancy Brown



**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Danielle Souza  
Address: 5 Crescent Terrace, Ware, MA  
Email: danielle.souza@fairwaymc.com  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 413-949-0422  
Occupation: Loan Officer Years lived in Ware: 49  
Ware Resident: Yes No

Please indicate the Committee(s) you have interest in serving on: *(Appointment subject to vacancies)*

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Ware Housing Authority

**What skills and experience will you bring to this Board/Committee:**

*(attach additional sheet or resume if desired)*

I am a life long Ware resident. I work as a loan in my day job. I am a former member of the Ware School

Committee. At present I am the Chair of the Ware Community Development Authority. I also serve as President for Buy Ware

Now, Inc. Which is a local non-profit that provides down payment assistance for homebuyers here in Town.

Are you currently serving or have you served on any Town committee: ☒ Yes\* ☐ No  
*(if yes, please state what committee)* Community Development Authority

**Required:** Please read the following. By signing below, you state that you understand and agree:  
The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years.  
Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature Danielle Souza  Verified by pdf.com Date \_\_\_\_\_

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbecklev@townofware.com](mailto:sbecklev@townofware.com).

7/25/2017



**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Aaron Santana  
Address: 22 Otis Ave., Apt. B Ware, MA 01082  
Email: aaron.santana@ccmr.com  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 9786519694  
Occupation: mortgage broker Years lived in Ware: 1  
Ware Resident: ☒ Yes ☐ No

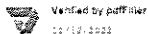
Please indicate the Committee(s) you have interest in serving on: *(Appointment subject to vacancies)*

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	ware housing authority

What skills and experience will you bring to this Board/Committee:  
*(attach additional sheet or resume if desired)*  
knowledge of mortgage industry

Are you currently serving or have you served on any Town committee: \_\_\_\_ Yes\* ☐ No  
*(if yes, please state what committee)* \_\_\_\_\_

**Required:** Please read the following. By signing below, you state that you understand and agree:  
The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years.  
Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature Aaron Santana  Date 12/12/2022

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).





**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: SARAH MACDONAGALL  
Address: 420 Valley View, WARE, MA 01082  
Email: SARAH.MACDONAGALL@SNHU.EDU  
Home Phone:        Work:        Cell: 413 544-2304  
Occupation: Retire, present Student Years lived in Ware: 8 yrs  
Ware Resident: Yes No

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Other: <u>WARE Housing Authority Board</u>

What skills and experience will you bring to this Board/Committee:

(attach additional sheet or resume if desired)

Tenant Advocate, Town Wide President of BROOKLINE, MA Housing  
Town meeting member 3yr terms for 9 years, stop top ballot each election.  
Advocate for abuse women, Work for American Federation in which I was chosen to go  
to RI Law Institute + Weymouth LABOR LAW institute MGL 150E LABOR LAWS, ON THE JOB TRAINING moderator. (SEE ATTACHED)  
Are you currently serving or have you served on any Town committee: ☒ Yes\* ☐ No  
(if yes, please state what committee) SEE ATTACHED

**Required:** Please read the following. By signing below, you state that you understand and agree:  
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Signature Sarah MacDonagall Date Oct 31, 2022

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).

TO: Clerk's Office Ware, Mass

From: Sarah MacDougall

Date: 10/28/2022

Re: Ware Housing, "Board of Directors". Potential Candidate.

To whom it may Concern,

My name is Sarah MacDougall, also known as Sarah Sally MacDougall on past ballots in Brookline, Massachusetts. I am a tenant in Ware housing Authority and am well versed on policy and procedures. I am hoping to be considered for the Ware Housing Board of Directors. I'm a bit rusty but I'm ready to brush myself off and re-enter the volunteer world. I am a level-headed person who understands that there are two sides to every story. Below you will find a short list of my background unfortunately, it's been so long that I don't remember the dates, but if needed I can give you names and numbers to call.

#### "Background"

United States Army, 364<sup>th</sup> Military Intelligence unit 1981 to 1991, discharged honorably.

Newbury College, Brookline, Tort Law [contract law], Psychology, abnormal behaviors.

Northeastern University Boston, Emergency Medical Technician.

Weymouth Law Institute MGL - 150E.

Rhode Island Law Institute, for General studies, negotiating, and discrimination.

I also worked for the American Federation, in Boston, MA, as an assistant to a lawyer named Joseph Delory. While there they chose me for on the job training where I learned contract negotiations. With that training I helped with numerous negotiations including the Westborough hospitals contracts.

I have also been trained as a moderator through the American Federation and am well versed in "Robert's Rules of Order".

I was the Director of Brookline housing's youth program for Children at Risk.

I was also the President of the town-wide tenants Association in which I dealt with approximately ten developments.

I was elected to town meeting with three-year terms, topping the ballot for nine years. In that time, I never missed a meeting.

I served as the crime watch Captain where I helped with community policing and held monthly meetings with the police officers.

As tenant representative, I represented numerous people that were being evicted in Brookline Housing Authority and I never lost a case.

I have the knowledge and experience to be an asset for the board. I know what's needed and what procedures to follow. I've worn many hats in my 62 years. Understanding housing laws, rules, regulations, policies, and procedures. I feel I am the best candidate for the board of directors. I am a level-headed person who believes in diversity and the rights of the tenants as well as the board's position in making decisions. I go by the model that words are mightier than the sword. I would like this opportunity to ask to be appointed to the board and represent housing in a positive manner. My goal is to make Valley View a model for other housing authorities. Thank you for the time and consideration. I believe I would be a great addition to the housing board of directors

Best regards,

A handwritten signature in black ink that reads "Sarah MacDougall". The signature is fluid and cursive, with the first name "Sarah" and last name "MacDougall" clearly legible.

Sarah MacDougall  
42 D Valley View Apartments  
Ware, MA 01082  
413-544-2304



**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Vikki Patrakis  
Address: 13 Webb Court  
Email: vpatrakis@gmail.com  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: 603-833-0833  
Occupation: Patient Coordinator Years lived in Ware: 2+  
Ware Resident: ☒ Yes ☐ No

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	Other: <u>Ware Housing Authority</u>

What skills and experience will you bring to this Board/Committee:

(attach additional sheet or resume if desired)

Property management

Are you currently serving or have you served on any Town committee: \_\_\_\_ Yes\* ☒ No  
(if yes, please state what committee) \_\_\_\_\_

**Required:** Please read the following. By signing below, you state that you understand and agree:  
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Signature \_\_\_\_\_

Date \_\_\_\_\_

9/1/22

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).

7/25/2017



**Town of Ware**  
**Application for Appointment to**  
**Boards and Committees**

Name: Heidi Reed  
Address: 1890 Berry Rd. New Braintree MA 01531 (Library Director)  
Email: hreed@cwma.org  
Home Phone: 508-867-3720 Work: 413-967-8491 Cell: 774-200-6126  
Occupation: Library Director Years lived in Ware: 16 yrs at  
Ware Resident: Yes ☒ No ☐ Library

Please indicate the Committee(s) you have interest in serving on: (Appointment subject to vacancies)

Ware Agricultural Commission	Ware Cultural Council
ADA Commission <input checked="" type="checkbox"/>	Finance Committee
Board of Registrars	Historical Commission
Capital Planning Committee	Open Space Committee
Community Development Authority	Tax Increment Financing (TIF) Committee
Conservation Commission	Zoning Board of Appeals
Council on Aging	

What skills and experience will you bring to this Board/Committee:  
(attach additional sheet or resume if desired)

I have worked in public libraries in a variety of  
capacities for 32 years. My first husband used a  
motorized wheelchair so am familiar with challenges to  
mobility.

Are you currently serving or have you served on any Town committee: \_\_\_ Yes\* ☒ No  
(if yes, please state what committee) \_\_\_\_\_

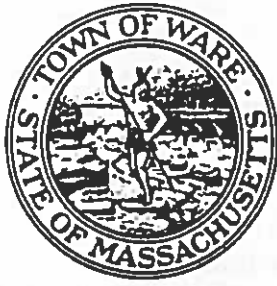
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**this form is submitted, it becomes a public document. If there is information you do not want open to the**  
**public, please do not include it on this form!**

Signature Heidi Reed Date 10/6/22

Please return this form to Stuart Beckley, Town Manager, 126 Main Street, Ware, MA  
01082 or email to [sbeckley@townofware.com](mailto:sbeckley@townofware.com).

7/25/2017





## **TOWN OF WARE**

### **Town Manager**

126 Main Street

Ware, MA 01082

413-967-9648 x100

### **Town Manager Report February 21, 2023**

#### **Upcoming dates**

March 1 – Budget to Finance Committee. Cc to Selectboard

The Hospital Review Committee met with the project architect and discussed the scope of the feasibility study for the Mary Lane site. They will review the buildings and site, conduct public outreach sessions, look at costs and assist with environmental review.

Departmental budget meetings have been completed. In the next two weeks the budget will be framed prior to submittal to the Finance Committee on March 1. Hopefully, some information will be available regarding the Governor's budget and State aid prior to then. If not, tweaks will be needed during the meetings with the Finance Committee.

Town emails. Working with the IT director to accommodate the requests for committee Town email addresses. Anticipate that 18-20 new emails will be needed.

The Town's Open Space and Recreation Plan is due to be updated this Spring. To assist with this process, the Planning Department has posted a survey on the Town's website to gain public input on important open space needs.

Grants. The Town received an additional year (4<sup>th</sup>) of participation in the State's Cybersecurity training program. This program has proven helpful to staff in identifying harmful emails and websites. The IT director is working on how best to direct this year's program, certainly incorporating new staff and users of the Town's email system.

Upcoming grant applications, Massachusetts Preservation Projects fund. Funds to repair entrance portico and continue pointing. RAISE grant to design reconstruction of West Street from Main to Robbins. One Stop for Growth applications for Economic Development projects, including reviewing

HR and DPW are conducting interviews for Truck Drivers.

Updates:

East Street Bridge, project completion.. Have reached out to MassDOT for an update. They now anticipate the contract will start work in mid to late-March.

Heating cooling action plan, during extended power outages. MEMA, the State emergency management agency, is conducting trainings on the Basics of Shelter operations on March 7 and March 9. The Town will attend and use the information to better set up shelter services.

The pool. Attached are draft concepts produced as part of the Pool Reconstruction feasibility study. Also a draft agenda/checklist that the Parks Commission will go through at their next meeting in March.

The youth Center. The focus has been on programming. As the Town reviews other properties including Mary Lane, the need for a youth/community center will be included.

The old Armory. There is no new update. The National Guard has offered space for recreation for \$45 per hour.

The Millyard . The property owners of various parcels and projects in the Millyard have concerns about access and work in the flood plain as the new cultivating facility begins site preparation and construction. The Conservation Agent and DEP are discussing material removal. The Planning and Building Departments are trying to coordinate communication between the parties. Materials from excavation that are stockpiled need to be removed.

The old Mary Lane cleanup. The hospital committee has chosen HKT Architects to conduct the feasibility study for re-use of the property and potentially buildings. In the meantime, Baystate Health has hired a private consultant/developer to assist with the environmental review and cleanup, as well as demolition. This will all likely happen before the end of 2023. With the Planning Department, we will try to coordinate the planning efforts to make sure efforts are not duplicated and that the Town's interests are forefront.

Flat Brook retaining wall, meeting house side.

Beaver issue on Doane Rd. The Town, through the conservation agent, has received two proposals for addressing the beavers. One involves trapping and the other involves the installation of a device that allows the water to continue flowing. The Conservation Commission will consider these options.



## **Conceptual Design Review Meeting Agenda Reed Pool Reconstruction - Ware**

**Meeting Date:** TBD

**Participants:** Stuart Beckley, Town Manager  
Liam Rendall, AECOM  
Michael Stiller, AECOM

John Piechota, Parks Manager  
Darrell Bird, CCA

### **Hazardous Materials Testing Results**

- 1) Asbestos: not present (bathhouses, pump house, pool, etc).
- 2) Lead paint: found only in light blue paint on exterior walls.
- 3) PCBs: low concentrations (<50 ppm) found in pool caulking and white pool paint.

### **Review of conceptual design Options 1A through 1F dated Feb 1, 2023 (AECOM/CCA)**

#### **1. Spray Deck Alternatives**

- a) Number of features desired? Types?
- b) Water pressure
- c) Confirm spray-to-drain (not recirculation/filter)
- d) Surfacing type
- e) Separate fencing from pool
- f) Grading into hill for northern option (estimated volume?, grading limits?)

#### **2. Pool Alternatives**

- a) Functionality: lap lanes, no deep end, etc
- b) Sizing for filters, balancing tank
- c) Discharge through backwash to sewer
- d) End-of-season and off-season drainage
- e) Stainless steel gutter system.

#### **3. Stormwater and Wetlands**

- a) Site flooding potential
- b) Comparisons of pool layouts with wetland buffer zone impacts
- c) Runoff from driveway and parking
- d) Runoff from pool deck
- e) Pool drainage (end-of-season and off-season)
- f) Sewer connection (balancing tank? Depth?)
- g) Stormwater BMP discharge location, sizing, connections.

#### **4. Other Pool Amenities**

- a) Shade shelter
- b) Benches
- c) Picnic tables
- d) Separate grass from pool deck with low fencing?

#### **5. Driveway**

- a) Bus turnaround dimensions
- b) Parking

- c) Bike racks

## **6. Site Lighting, Cameras, Security**

## **7. Costs to be Considered for Scope Development (estimate to be developed)**

- a) Demo of existing pool, decking, and haz-mat
- b) New pool, gutter, railings
- c) New spray deck, surfacing, features
- d) New driveway
- e) Filter system, filter room improvements (doors), balancing tank
- f) Stormwater BMP
- g) Amenities
- h) Bathhouse ADA/AAB?

## **Schedule**

- a) Design development of 2-3 concept layout alternatives for further consideration.
- b) Meeting with Ware to review and discuss.
- c) Prepare Study Report with preferred alternative.

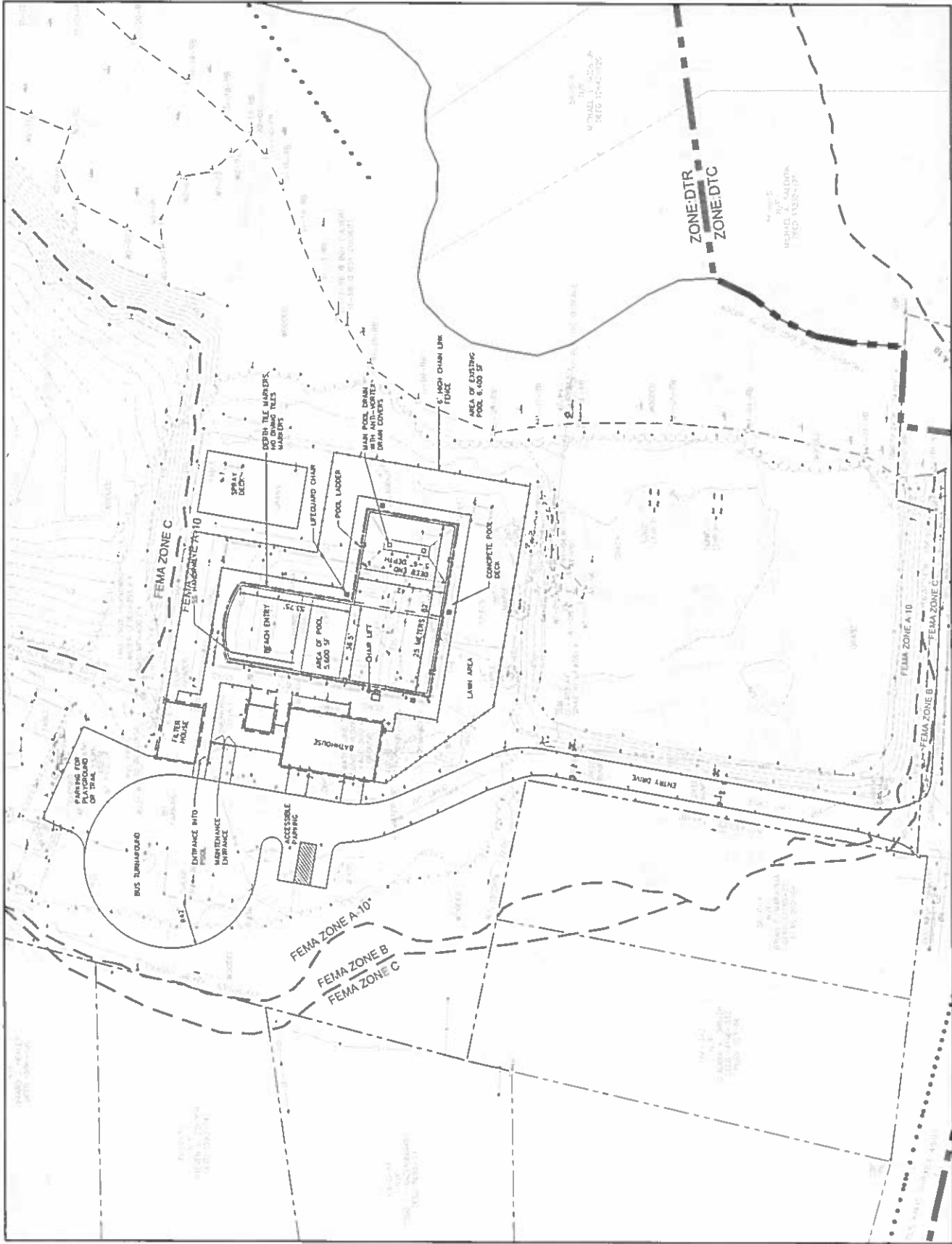
## **Action Items**

- a) AECOM/CCA to refine alternatives.
- b) AECOM/CCA to develop budget cost estimates.

**Next meeting: TBD**



<b>AECOM</b> 1 Federal Street, Boston, MA 02109 Tel: 617 724-0000, Fax: 617 724-0001		<b>Carolyn Conney &amp; Associates</b> Associates, Architects, Planners 100 State Street, Suite 200 Boston, MA 02109		<table border="1"> <tr><td>No.</td><td>Description</td><td>Date</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		No.	Description	Date																												<table border="1"> <tr><td colspan="2">Project</td></tr> <tr><td colspan="2">REED POOL REPLACEMENT</td></tr> <tr><td colspan="2">100 STATE STREET</td></tr> <tr><td colspan="2">BOSTON, MA 02109</td></tr> </table>		Project		REED POOL REPLACEMENT		100 STATE STREET		BOSTON, MA 02109		Prepared For:  <b>PARKS DEPARTMENT</b> <b>TOWN OF WADE</b> 100 STATE STREET WADE, MA 01982		Project No. 00000000 <b>C.1B</b>	
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**AECOM**

1 Federal Street, Suite 200, WARE, MA 01995  
Tel: 978-722-7200 Fax: 978-722-4606

**Carolyn Cooney &  
Associates**

Landmark Architecture / Planning  
10 The Street, Woburn, MA 01801  
Tel: 978-235-0000 Fax: 978-235-0000

No.	Description	Date
	REVISIONS	



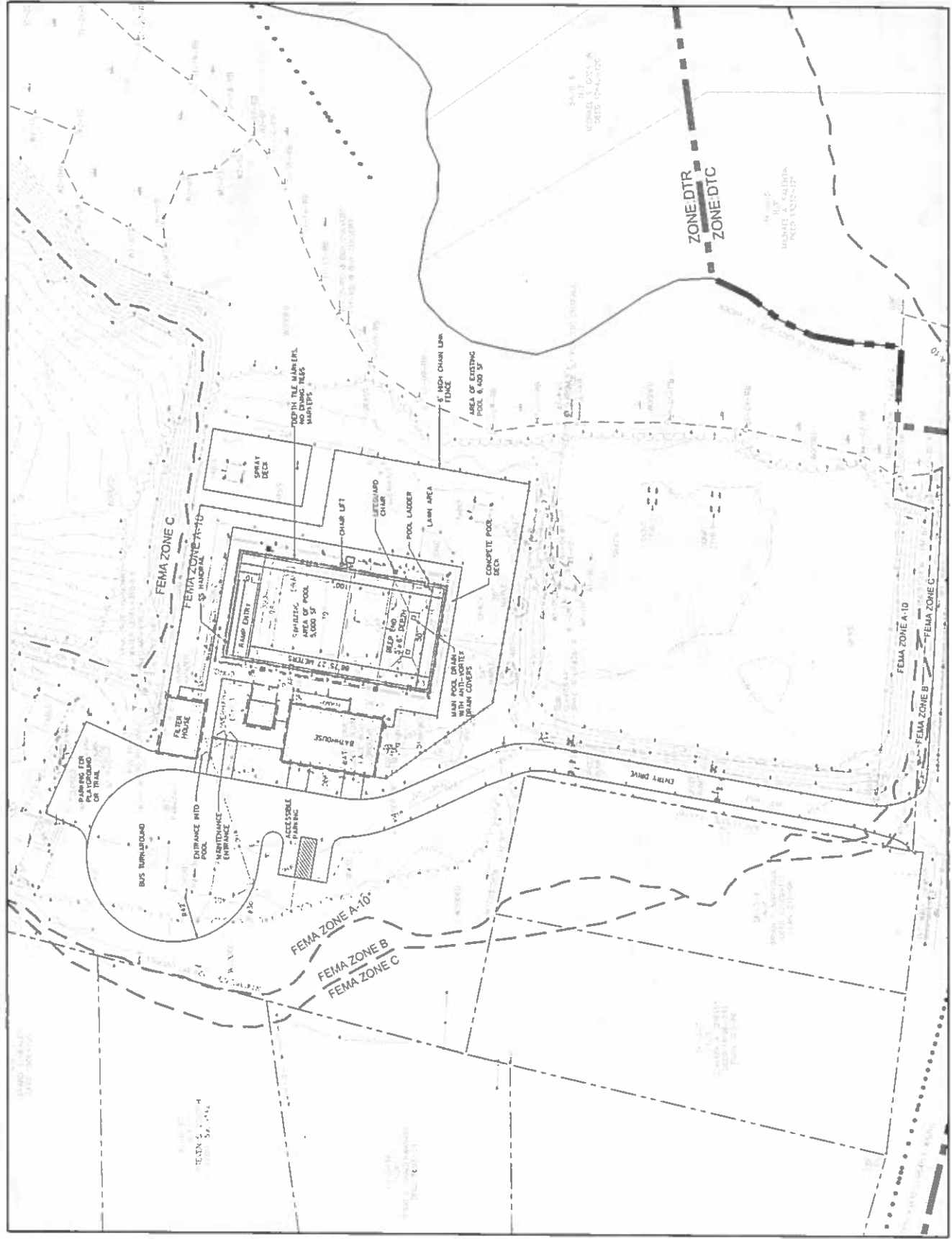
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**REED POOL REPLACEMENT  
70 WEST MAIN STREET  
WARE, MASSACHUSETTS**

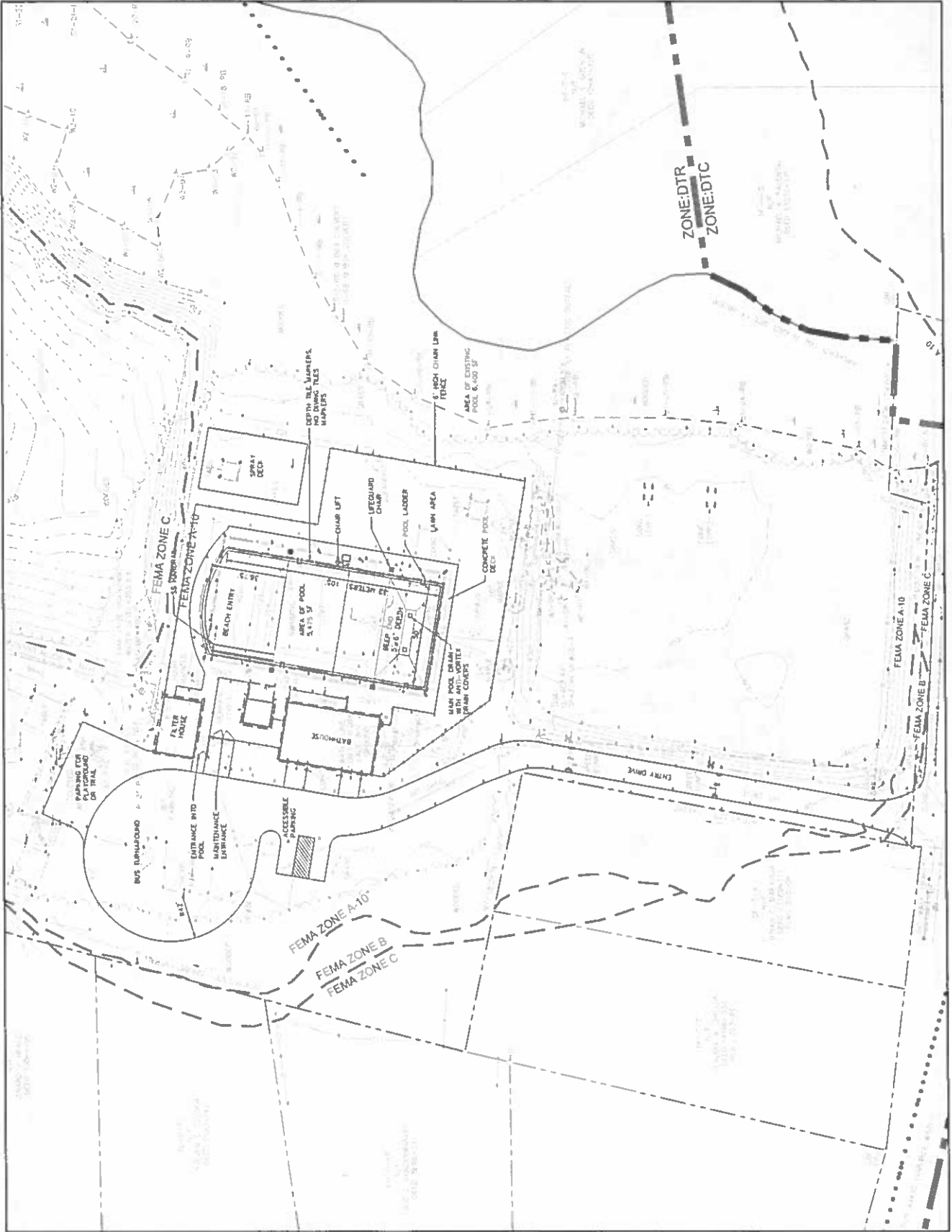
Prepared for  
**PARKS DEPARTMENT  
TOWN OF WARE  
70 WEST MAIN STREET  
WARE, MA 01995**

Sheet  
**REED POOL  
DESIGN OPTION D**

Scale: 1"=20'  
Drawn By: CCG  
Checked By: CCG  
Approved By: JTS  
Project No: 04060008

Sheet No.  
**C.1D**





**AECOM**  
1 Federal Street, Boston, MA 02109  
Tel: 617 725-7000 Fax: 617 725-4000

**Carolyn Cooney & Associates**  
Landscape Architecture / Planning  
20 The Green, Belmont, MA 02458  
Telephone: 781 326 4444, Fax: 781 326 4447

No.	Description	Date

North

Project

**REED POOL REPLACEMENT**  
IN WEST MAIN STREET  
WARE, MASSACHUSETTS

Prepared For:

**PARKS DEPARTMENT**  
**TOWN OF WARE**  
20 MAIN STREET  
WARE, MA 01086

REEL

**REED POOL**  
**DESIGN OPTION E**

Scale: 1"=20'

Drawn By: DMB

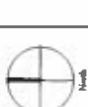
Checked By: ECC

Project No.: 02000000

Sheet No.: **C.1E**



**Carolyn Cooney & Associates**  
Landmark Architects / Planning  
2000 West 10th, 4th Fl., #1072  
Vancouver, BC V6H 4C6, Canada Tel: 604-681-1111

[illegible]

**REED POOL REPLACEMENT**  
89 WEST MAIN STREET  
WARE, MASSACHUSETTS

Prepared for:

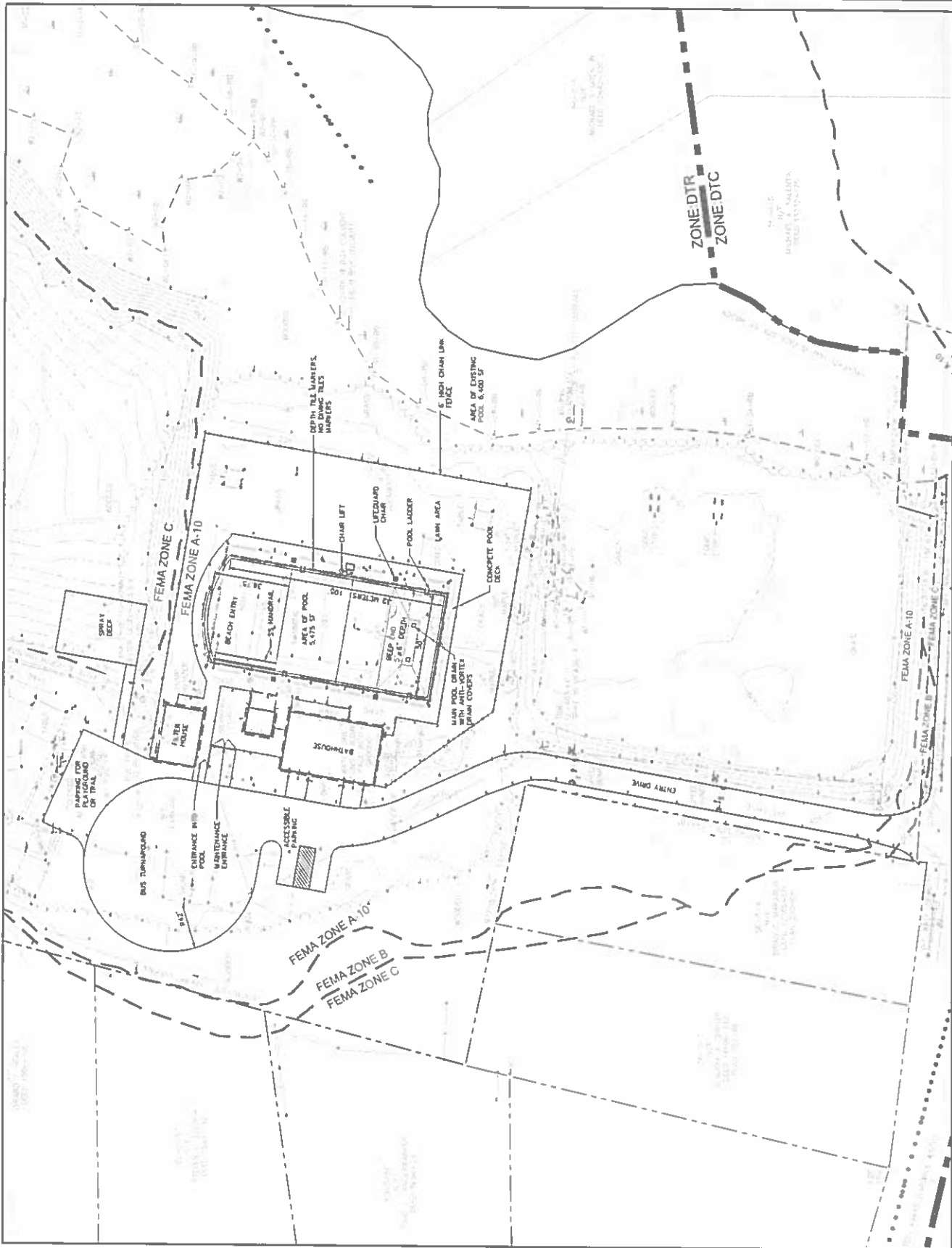
PARKS DEPARTMENT  
TOWN OF WARE  
65 MAIN STREET  
WARE, MA 01092

253

**REED POOL  
DESIGN OPTION F**

Scale 1"=20'  
Drawn By JMB  
Checked By EEC  
Approved By WJ  
Project No. 528-00000

C.1F





**WESTCOMM REGIONAL DISPATCH**

DATE: July 1, 2023  
INVOICE # 1  
FOR: FY 24 Regional 911  
Service

**Town of Ware  
126 Main Street  
Ware, MA 01082**

**Make checks payable to: WESTCOMM REGIONAL DISPATCH**

