

**Board of Selectmen**

**Ware Town Hall, Meeting Room, 126 Main Street**

**Regular Meeting Notice Agenda – Tuesday, September 7, 2021 at 7:00 p.m.**

**Instructions for call in option:** 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

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

**Consent Agenda**

- Approval of August 17, 2021, Meeting Minutes
- Special Event Permit Application: Proprietors of the Ware Center Meeting House Present Ware Fair & Flea @ 295 Belchertown Road, September 18, 2021

**Scheduled Appearances**

**Old Business**

- Review and Approval- Hardwick Ambulance Agreement
- Complaint Process and Form
- Signature for 2021 CDBG Application

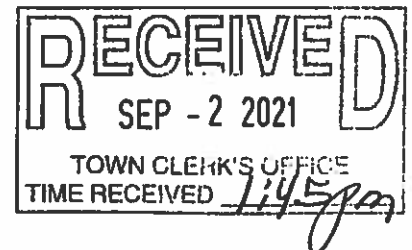
**New Business**

- Approval of Palmer Road Bridge land use
- Set Public Hearing date, National Grid/Verizon pole location, September 21 at 7:10 PM
- Request for approval of Host Community Agreement, *Green Adventure LLC*, 95 Main Street
- Confirmation of Fire Department Appointments

**Comments and Concerns of Citizens**

**Town Manager Report**

**Adjournment**





## Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Minutes – Tuesday, August 17, 2021 at 7:00 p.m.

**6:15 p.m. – Executive Session: M.G.L. Chapter 30A, Section 21 (a) #2, #3 Negotiations, Litigation**

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**Phone: 929-205-6099**

**Present:** Selectman Thomas H. Barnes, Selectman Keith J. Kruckas, Selectman Caitlin M. McCarthy, Selectman John J. Morrin, Town Manager Stewart Beckley, Executive Assistant Christopher Nolan, Director of Planning and Community Development Rob Watchilla, SK Robinson of Community Development Authority, Director of Emergency Management Chris Gagnon, Police Chief Shawn Crevier

**Present Via Zoom:** Rhiannon Gresty of Community Development Authority, Tina Higney of Ware Cultural Council, Judy LaValley of Ware Cultural Council

**Absent:** Selectman Nancy J. Talbot

**Meeting Opened by Chairman Kruckas at 7:00 pm.**

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

Selectman Barnes noted his appreciation for the Ware's first responders due to their fast response-time, dignity, and professionalism when responding to a call of his on Saturday about a distressed individual, thanking the Chief of Police and Chief of Fire Department specifically. Selectman McCarthy noted that Shiloh's Walk will be held in Grenville Park at 12:30 pm on August 28, where all are encouraged to join and proceeds will benefit Shiloh's family, who are paying for him to attend the Center of Hope. Selectman McCarthy also noted that Rock the Park will be held that same night with food trucks, a beer garden, live music, and more. Vice-Chairman Morrin noted that the Health Director has recommended universal masking in schools, and invited anyone with comments to attend the school committee meeting the following evening. Chairman Kruckas noted the previously-approved Host Community agreements where recent developments have led to a number of complaints about changing venue locations, and that anyone with concerns should reach out to a Select Board member.

## **Consent Agenda**

- **Approval of July 20, 2021 Meeting Minutes**

Selectman Barnes made the motion to approve the Consent Agenda. Selectman McCarthy seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).

## **Scheduled Appearances**

- **Executive Assistant Christopher Nolan**

Chris was introduced to the Board, and Mr. Beckley announced he will be starting in his position as Executive Assistant on August 23.

- **Director of Planning and Community Development Rob Watchilla**

Selectman Barnes made motion to appoint Rob as Director of Planning and Community Development. Vice-Chairman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).

## **Special Note**

Chairman Kruckas wished to read a letter from the Town of Hadley, MA Police Department. Addressed to Police Chief Crevier and Town Manager Beckley, the letter expressed gratitude for the actions of a Ware Police Officer who successfully intervened in a road rage incident in Hadley Monday morning involving multiple people, one of whom wielded a knife. The letter noted that one suspect was arrested, but no one was hurt because of the intervention of the Ware officer. Chairman Kruckas congratulated the police chief on running such a fine, effective department.

## **Old Business**

- **Report from Water Resources Committee**

Selectman Barnes noted that the Board has insufficient data to proceed any further on this matter, and they are also waiting for the scheduled discussion on water and sewer rates. Selectman Barnes noted that another meeting is scheduled for September 14, and Chairman Kruckas agreed that any decisions made before this meeting risk being insufficient. The Board agreed to table this matter to the September 21 Board meeting. Mr. Beckley noted that the contractor, Tighe & Bond, has expressed desire to formalize the capital improvements needed for the wastewater system to account for this in the rate. Chairman Kruckas noted that this would be reason to finalize the information as soon as possible. Selectman Barnes noted that a recurring problem has been items such as masks and disposable wipes clogging pipes. Chairman Kruckas noted that a new filtration system is needed to solve that issue. Mr. Beckley argued that this would not be covered by the first round of CARES Act funds and would need to wait for the second round. Chairman Kruckas and Selectman Barnes questioned why this was the case when the town has ample money left over from the first round. Mr. Beckley stated that the first round of funds is strictly to be used on matters related to health, but he could inquire with the state. Chairman Kruckas asked what the deadline is for spending the first round of grant money, which Mr. Beckley answered is October 29. Vice-Chairman Morrin asked Mr. Beckley if there was currently a plan for spending the remaining grant money, noting that anything not used before the deadline will need to be returned. Mr. Beckley noted that it is difficult to find ways to spend this much money that are approved under the narrow restrictions of what it is allowed to fund. Mr. Beckley noted the remaining money will be essential for stocking up on PPE if the town experiences another spike in COVID cases. Mr. Beckley noted he will be attending a small-town administrator's meeting where this topic will be discussed.

- **Proposed Increase to Ambulance Billing Rates**

Director of Emergency Management Chris Gagnon was invited for questions regarding his recommended increases to ambulance billing rates. He mentioned that the rate increases specifically relate to patients who are transported without a healthcare contract. The changes would also raise the fees that Ware charges nearby towns for ALS intercepts when they have no ambulance service available. Mr. Gagnon noted that the Town's ambulance billing rates have not changed in four years. Chairman Kruckas agreed that with the high costs of performing health services today, these changes are needed.

Mr. Gagnon additionally noted that the Fire Department was recently awarded a grant from Baystate Wing, with a portion earmarked for paramedic training. Selectman Barnes inquired how paramedics will navigate the upcoming two-year Three Mile Bridge replacement project, and Mr. Gagnon discussed the possibility for a traffic preemption system in addition to detouring ambulances down other roads. Chairman Kruckas inquired whether the transition of emergency services to Wing Hospital has improved, and Mr. Gagnon replied that despite a rocky start with long ER wait times, Baystate Health has been receptive to the department's concerns.

**Selectman Morrin made the motion to approve Director Gagnon's recommended billing rate increases . Selectman Barnes seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).**

- **Coronavirus Spending: CARES and ARPA Sources**

Mr. Beckley reiterated that though PPE is likely to account for a portion of the leftover grant funds, there is still a large some of money remaining. One proposal is to purchase security cameras for Town Hall, the Fire Station, and Grenville Park. The Cemetery Commission is also in the process of laying out the next plot of land to extend current grounds. Another proposal would include buying a digital, programmable announcement sign to place in the town center. Mr. Beckley emphasized again that the first round of CARES money is highly limited by the state for what it is allowed to fund, while the second round leaves the Town much more discretion. Mr. Beckley expressed the need for the Board to punctually construct a plan for spending the grant money, as matters such as stronger wastewater filtration are badly needed. Regarding the Reed Pool, Mr. Beckley noted the Town Parks Manager recently met with an engineering company that assesses pools, who should be sending their assessment of viable options by next week. The assessment will be used to consider whether new pool construction should utilize the current site, or move to a new location, such as by the senior center. Vice-Chairman Morrin inquired whether the first round of CARES money could be used for previously-mentioned chairs and tables at the park. Mr. Beckley did not believe the state would approve this, but agreed to consult them about it. Vice-Chairman Morrin also questioned whether additional cameras could be considered for other parks in town besides Grenville, to which Mr. Beckley answered that a wide range of sites are being considered and the most viable options will be considered for cameras.

#### **New Business**

- **Police Chief Request to Call for List of Officers**

Chief Crevier has requested the Select Board to authorize Town Manager Stuart Beckley to request the civil service list for two hires. The new list should be finalized by September 1.

**Selectman Morrin made the motion to call for a list of officers for the chief. Selectman Barnes seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).**

- **Police Chief Request for Use of Banas Farm for Training**

Chief Crevier noted that the area around Banas Farm has recently attracted people who go there to shoot firearms, which the Department feels should not be happening. While this was formerly an acceptable place to shoot, Chairman Kruckas acknowledged this is no longer the case with the rail trail being so close. The board gave the Chief verbal consent to begin enforcement against target shooting in that area, though in-season hunting is fine as long as all laws are followed. The Police Department will publicize warnings about this behavior before

enforcement.

The chief additionally mentioned incoming funds from a body camera grant, in addition to successful negotiations with the Hampshire County Sheriff to waive lockup fees for all towns in the county.

Chairman Kruckas mentioned that he noticed a high volume of recent calls to Ware Police have involved complaints about dogs, which he feels is a waste of the officers' resources. Chairman Kruckas, Chief Crevier, and Mr. Beckley all agreed that the current animal control situation is troublesome, with the lead office in Palmer being unreachable much of the time. Chairman Kruckas expressed desire to meet with Palmer officials to construct another plan that will not have to utilize so much time from Ware officers.

- **Downtown Improvement Committee Update**

Chairman Morrin proposed that a list be created of brick-and-mortar businesses in town after a number of complaints that these businesses have been missing out on opportunities. Selectman McCarthy proposed the idea that local business leaders be invited to Town Hall in order to speak with town officials and improve relations between the two. Selectman Barnes added that the aforementioned digital announcement board, if installed, could help publicize town businesses.

- **Appointments**

- **SK Robinson, Community Development Authority**
  - **Selectman Kruckas made the motion to appoint Attorney SK Robinson to the Community Development Authority. Selectman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).**
- **Rhiannon Gresty, Community Development Authority**
  - **Selectman Kruckas made the motion to appoint Rhiannon Gresty to the Community Development Authority. Selectman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).**
- **Tina Higney, Ware Cultural Council**
- **Judy LaValley, Ware Cultural Council**

**Selectman McCarthy made the motion to re-appoint Tina Higney and Judy LaValley to the Ware Cultural Council. Selectman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).**

### **Comments and Concerns of Citizens**

- **Selectman Morrin inquired about the status of the Blighted Property Bylaw. Mr. Beckley answered that this will be based on the discretion of the Town's new attorney, based on the comments of the old one, who had commented that the current law is overly complicated and needs simplification.**
- **Selectman Barnes noted that a constituent complained to him that individual homeowners in the Town pay more in taxes than a million-dollar business does. He asserted that in 15 years, his own property taxes have doubled, and this takes an unfair toll on lower-income and fixed-income families who get priced out of the Town. Mr. Beckley noted that while Ware's tax rate as a percentage is very high, the amount of revenue generated from it is well below state average. Mr. Beckley also noted an ongoing project on which he is working with the Assessor's assistant and a GIS company to map the differences in property values between different sections of town.**
- **Selectman Morrin asked about the status of the regional dispatch. Mr. Gagnon noted that the data transfer is well underway and slated to be operational by early Fall. He acknowledged that grant money is funding a**

portion of the service fees and new hardware. Chairman Kruckas remarked that the regional dispatch could also help provide solutions to the dog complaint issue.

- Selectman Morrin asked about plans for developing newly vacant space on Parker Street from which dangerous buildings were recently removed. Mr. Beckley noted the town's ongoing process of acquiring the property, which will then be filled and cemented to establish a small parking area.
- Selectman Morrin questioned why the updated Town employee policies could not be found online. Mr. Beckley stated that this would be handled.
- Selectman Morrin asked for an updated solar project list. Mr. Beckley agreed and noted that two recent solar projects have come online and now generate revenue for the Town, with a third one expected soon.
- Selectman Kruckas commended the Town for another successful 4<sup>th</sup> of July celebration at Grenville Park, but questioned why more has not been done to obtain the High School grounds as a venue for these, where there is less tree cover and fireworks could be more prominent. Mr. Beckley answered that the school committee objected when they were previously held there, but another plan in the future might be approved if modifications were made. Chairman Kruckas and Vice-Chairman Morrin supported this idea.
- Selectman McCarthy noted that herself, Mr. Beckley, and the School Superintendent were continuing to make progress on establishing a local youth center. Mr. Beckley added that the current stage of planning involves incorporating feedback from surveys that will be given out to students in the Ware Public Schools early this school year.

### **Town Manager Report**

- The Town Manager and Planning Department have recently applied for a technical grant for the Hospital facility. Surveys later this year are expected to ask residents both about their health services, in addition to what they would like to see done with the old facility.
- Mr. Beckley mentioned the Green Communities Committee, which has secured a grant that will convert the middle school to LED lighting, while a grant from National Grid will cover the cost of this process for the elementary and high schools.
- The Reed Pool: A recent meeting with the engineering firm that recently assessed the pool went well, and the Town is expecting their feedback soon, which will be incorporated into plans at a future town meeting.
- Construction Update: A base coat has now been laid on Main Street, and the DPW has come through with a sweeper to clean up excess dust, which was the source of numerous complaints. Additionally, the upper Bank Street reconstruction project scheduled for this year will likely be pushed to the spring, as the DPW director has cited difficulty with obtaining materials. Chairman Kruckas asked if it would be possible to cut concrete beneath the underpass and install ADA access before the winter snow. Mr. Beckley said this can be expected.
- COVID-19 Restrictions: At this time, there are no changes to Town policy around masks or social distancing, but the Board of Health is continuously monitoring the decisions of other nearby towns to determine if a return to stricter guidelines is necessary.
- Dangerous Dog Complaint: Mr. Beckley has been in communication with dog's new owner, who maintains that the dog is kept inside during the day and always leashed and muzzled during outdoor walks.
- July Flooding: Mr. Gagnon spoke on the flooding experienced in July for which the Town declared a State of Emergency. The state has submitted information to FEMA about the damages, and if a declaration is made, federal funds could be used to help reimburse property owners who experienced damages. However, he noted this process is still in the very early stages and is not guaranteed. The Director of Emergency Management also warned that a number of properties in the area of Quarry Street are considered very vulnerable to flooding right now, as significant rainfall continues to inflict stress on the nearby dam. He recommended that the town begin drafting an evacuation plan for that neighborhood in case sudden torrential rain causes the dam to breach. Chairman Kruckas inquired about whether people in the neighborhood have been recommended to buy flood insurance, and Mr. Beckley confirmed that MEMA is in the process of evaluating the situation.
- Chairman Kruckas asked about the possibility of the town using COVID grant money to purchase a small number of drones, which could be used by a variety of town departments, but especially the Fire

Department. Selectman Barnes agreed this was a promising idea, and the Board planned to discuss the matter later.

- Chairman Kruckas inquired about the status of a building on Main Street that has been in disrepair for multiple years, which the owner promised to revitalize but then continued to leave neglected. Mr. Beckley confirmed that the owner has been ordered to have the building demolished, but is waiting to see if the state will provide him with a grant for demolition. Chairman Kruckas noted that the Town had helped him apply for that grant, and he expressed displeasure with the Town's willingness to help neglectful landlords before its own residents. Mr. Beckley stated that helping the owner ensure the building gets demolished is a better option than allowing the abandoned building to continue decaying, but Chairman Kruckas maintained that this sets a bad precedent that other neglectful property owners in the town will take note of, in addition to increased grant money from the state causing everyone's taxes to rise. Vice-Chairman Morrin interjected to argue that since Town residents pay taxes to the state anyway, he would rather see the money come back to restore Ware's downtown than have it go to other communities. Selectman Barnes expressed agreement with this point, noting that towns such as Spencer and Gardner have cleaned up their downtowns nicely in the recent past. Vice-Chairman Morrin concluded that this entire scenario offers proof of why the Town needs an updated Blighted Building Bylaw. Chairman Kruckas expressed his frustration with a perceived repetitive cycle of stories like this one.

## Adjournment

Selectman Kruckas made the motion at 8:15 p.m. to Adjourn the Regular Meeting. Selectman Barnes seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Talbot).

Attest: \_\_\_\_\_

Executive Assistant to Town Manager



**TOWN OF WARE**

**SPECIAL EVENT CHECKLIST & APPLICATION PACKET**

Thank you for considering Ware as the venue for your organization's special event. While every Town has different procedures, they are typically driven by State regulation. Ware has developed the following Special Event Checklist and Permit Application Packet to help you plan out the logistics of your event. Event sponsors are responsible for obtaining all proper licenses and permits, and abiding by the rules listed on said licenses. It is our hope that this checklist will enlighten you about the permitting process and the various Town Departments involved in event planning.

A *Special Event* is any activity that occurs upon public or private property that affects the ordinary use of parks, playgrounds, beaches, fields, buildings, public streets, right-of-way, or sidewalks and it may feature entertainment, amusements, food and non-alcoholic or alcoholic beverages. Examples of a *Special Event* include (but are not limited to) festivals, road races, Farmer's Markets, block parties, carnivals and parades.

Once you have received the application packet, the best practice is to begin by reading through the Special Event Checklist to determine what is needed for your event. Permits, licenses and inspections may be required for your event. Please check all of the applicable boxes in each section of the checklist. Complete the application packet (the checklist and the permit application) and return it to the Board of Selectmen's office at Town Hall.

Your application packet will be time stamped and forwarded to all departments for DEPARTMENT SIGN OFF AND APPROVAL/COMMENTS. Once all departments have reviewed your application, it will be placed on an upcoming agenda for final approval by the Board of Selectmen.

The authorized special event permit must be posted in a visible location at your event.

**THE SPECIAL EVENT PERMIT IS SUBJECT TO ANY AND ALL LAWS, REGULATIONS, STANDARDS, GUIDELINES AND POLICIES OF THE TOWN OF WARE AND DEPARTMENT OR BODY OTHERWISE HAVING JURISDICTION AND FURTHER SUBJECT TO THE SPECIFIC TERMS, CONDITIONS AND RESTRICTIONS PRINTED OR WRITTEN HEREINBELOW OR ATTACHED AND MAY BE VOIDED OR REVOKED AT ANY TIME IF ANY REGULATION, STANDARD, GUIDELINE OR POLICY OF THE TOWN OF WARE ARE VIOLATED.**

**THIS PERMIT IS GRANTED UPON THE CONDITION THAT THE PERSON OR PERSONS TO WHOM IT IS ISSUED SHALL FULFILL ALL REQUIREMENTS OF THE REGULATIONS GOVERNING OF THE TOWN OF WARE AND SHALL NOT BE TRANSFERRED, ASSIGNED OR CONVEYED.**

**PEASE NOTE:** Contents of this checklist are presumed accurate. All information is subject to change.



Listed below are general items that could apply to any department's requirements for an event:

**ADA AWARENESS:**

- ☐ Special events should be accessible to people with disabilities. Building Inspections will assist you in ensuring that your event is accessible.

**INSURANCE**

- ☐ When alcohol is served or sold, an insurance rider in the amount of \$1,000,000 per occurrence with a \$1,000,000 aggregate is required. Be aware that such coverage usually requires a thirty-day lead time.
- ☐ When renting Town property, an insurance rider in the amount of \$500,000 per occurrence with a \$1,000,000 aggregate is required.
- ☐ The vendor must submit an insurance certificate for all coverage, listing the Town of Ware as an additional insured, to the Town Manager's office prior to the event.

**NEIGHBOR NOTIFICATION**

- ☐ If the special event will require street closings, traffic or bus route changes or other features that will affect the public, the event planner must notify all abutting neighbors and prepare and distribute a press release and a site map to local media outlets ten days before the event.

**OVERTIME COSTS**

- ☐ Overtime charges *may* be passed along to event organizers requiring inspection services outside of normal business hours.

**RAIN DATE / PLAN CHANGES**

- ☐ Event organizers must anticipate – and include in their application – changes in plans due to foul weather or other calamities.

**TRASH COLLECTION AND REMOVAL**

- Event sponsor may be responsible for trash collection and removal. Review details with property owner / manager.
  - ☐ Dumpster permits are issued by Fire Department.

**UTILITIES – ELECTRIC, PLUMBING, GAS**

- Review requirements with property owner / manager.
  - ☐ Temporary electrical accommodations require services of Wire Inspector (Building Inspection Department-see below) to prevent overloading or other unsafe conditions.
- Each vendor will be restricted to one electrical appliance.
  - ☐ Temporary use of gas or propane will require permits from the Plumbing & Gas Inspector and Fire Department (Building Inspection Department & Fire Department-see below).

**TOWN DEPARTMENTS/CONTACTS AND REQUIREMENTS**

**Parks & Recreation Dept.** Greenville Park, 413-531-3879

Office Hours: 8:00am to 3:00pm

**TOWN PARKS**

- ☐ Use of Town Parks requires permission from the Park Commission. The Park Commission meets the first Monday of every month. Requests for park use should be filed 30 days prior to event date.

**Health Department** (967-9648 x110) Town Hall, 126 Main Street

Office Hours: Monday through Friday from 8:00am to 4:00pm

**FOOD AND BEVERAGES**

- ☐ All vendors that handle, prepare, transport, and/or serve food, non-alcoholic beverages, and pre-packaged retail food must file an application with the Ware Board of Health.
- ☐ All food must be prepared in a Board of Health certified kitchen and transported to event in accordance with all applicable regulations and laws.

**SANITARY FACILITIES**

- Please specify the restroom facilities that will be used for food service vendors.
- Provisions for safe food handling practices with ready to eat foods include hand-washing stations, disposable gloves, etc.

**DPW (967-9620) 4 ½ Church Street**

Office Hours: Monday through Friday from 8:00am to 4:00pm

- ☐ See “Venues” for buildings, parks, school buildings & school grounds
- ☐ Buildings, parks, school buildings & school grounds have separate paperwork and may have fees.

*You will need to make arrangements for special requests (bathrooms needing to be opened, etc.)*

#### GROUND PENETRATION

- ☐ Make arrangements with property owner / manager if penetrating the ground (tent stakes, etc.), and call Dig Safe at 1-888-Dig-Safe (344-7233), which covers gas, electric and telephone utilities. A report from Dig Safe is required prior to permit approval. Contact Public Works & Utilities for water, sewer and storm water information.
- ☐ Approval is required from the department of Public Works & Utilities.

#### SIDEWALK CLOSURE / OBSTRUCTION

- ☐ A permit is required from Public Works for sidewalk sales or other obstructions.

**Building Inspection Department (967-9648 x114) Located at 126 Main Street**

Office Hours: Monday through Friday from 8:00 a.m. to 4:00 p.m.

- ☐ Some events requiring entertainment license (i.e. carnivals) will require Board of Selectmen approval and may also require Building Inspector services.
  - o All amusement rides, including climbing walls, require permits and inspection by State Building Inspectors

#### OCCUPANCY ISSUES

- ☐ Events utilizing space for purposes other than what the space was designed for (i.e. using a vacant storefront for an entertainment venue) constitutes change of use. Any building in excess of 35,000 cubic feet requires an architect evaluation for change of use. Review proposal (including sketches) with Building Inspector.
- ☐ In a building that has a current certificate of inspection for a place of assembly, the maximum number of people that can occupy the room or space is posted on the certificate.

#### TENTS

- ☐ Events that gather people outside in a tent or other structures that cover an area in excess of 120 square feet, including all connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of ten or more persons will be required to obtain a permit from the Building Inspection Department.
- ☐ Organizers are encouraged to have the tent rental company secure necessary tent permits.
- ☐ All tents, regardless of size, must be properly secured or weighted.

#### SIGNAGE

- ☐ Review with property owner / manager and Building Inspector.

**Fire Department (967-5901) 200 West Street**

#### CONCESSION TRAILERS

- ☐ A concession trailer fire safety inspection is required during or prior to the event. A cooking suppression system check is required (certification must be current within 6 months prior). If deep frying is used, you must have a K-Type fire extinguisher. For all other cooking, you must have a 10ABC or larger fire extinguisher.

#### FIREWORKS / BONFIRES

- ☐ Permit required from Ware Fire Department.  
Review with property owner.

#### GRILLS / PROPANE TANKS

- ☐ Permits required from Plumbing & Gas Inspector and Fire Department for the use of propane tanks or grilling at any public event including concession trailers. The Fire Department needs to know the number and size of propane tanks.

#### STREET CLOSURES OR DETOURS

- ☐ Notify Fire Department of street closures or detours 24 hours in advance. Also requires approval of the Board of Selectmen

#### DUMPSTERS

- ☐ Dumpster permits are issued by Fire Department.

Police Department (967-3571) 22 North Street

**STREETS/PUBLIC WAYS – BLOCK PARTIES**

**NOISE** – Hours of operation 8 a.m. to 10 p.m. – Strictly enforced.

- ☐ Notify Ware Police Department if event may exceed acceptable noise levels.

**PARKING**

- ☐ Review with property owner / manager
- ☐ May require permission from Ware Police Department.

**STREET CLOSURE**

- ☐ Permission is required from Ware Police Department for any street closures or detours.

**SECURITY DETAILS –**

- ☐ Ware Police Department. \_\_\_\_\_ # of Officers Needed

**Board of Selectmen (967-9648)** Located at Town Hall

Office Hours: Monday through Friday from 8:00am to 4:00pm

**ENTERTAINMENT LICENSE**

- ☐ Outdoor concerts, carnivals, circus, fairs, etc., require permit from Board.
- ☐ Alcoholic beverages served or sold require license from Board.

**RAFFLE – Town Clerk – Non-profit organizations only may receive a raffle permit – proof required**

- ☐ A Permit good for one year is required from Town Clerk for any raffle.

**SALES / CONCESSIONS (Hawker & Peddler License)**

- ☐ State and Licensing Board permits are required for the planned sales or concessions.

**WEB LINKS**

Links to this document and all of the relevant Town departments are available at: [www.TownofWare.com](http://www.TownofWare.com)

**VENUES**

**Town Parks**

**Greenville Park including Bandshell and Pavilion**

**Veterans Memorial Park and Lot**

**Memorial Field**

**Town Hall Auditorium – Capacity 400**

**Ware Senior Center, Robbins Road**

**School Buildings**

*Auditoriums*

*Cafeteria*

*Gyms*

*Classrooms*

**School Grounds**

**SPECIAL EVENT PERMIT APPLICATION- TOWN OF WARE**

(To be posted or made available at event)

Return to: Board of Selectmen, Town of Ware, 126 Main Street, Ware, MA 01201

Application packet must be received no later than 30 days prior to the event.

Event Name: Ware Fair + Flea Event Producer: Proprietors of the Ware Center Meeting House

Primary Contact Information:

Primary Contact Name: Carol Zins Fax: \_\_\_\_\_

Non-Profit Organization / Event: Yes ☒ No ☐

Day Phone: 413 967-8304 Cell Phone: \_\_\_\_\_

E-mail: czins1@gmail.com Website: warecentermeetinghouse.org

Event Information:

Event Address / Location: 295 Belchertown Rd

Starting Date: 9/18/21 Time: 10: AM Ending Date: 9/18/21 Time: 3pm

Total attendance expected: 250 Rain plan: Rain date 9/19/21 same place + time

List any streets to be closed for special event: N/A

Summary of Event - Please describe the special features of the event within the box below.

Annual Fair features live music 10-1, tours of the meeting house, craft vendors, silent auction, kids games + crafts and food tent. Parking is onsite, event is outside. A porta-pottie will be placed on grounds and the Grange building will also be open for bathroom facilities. Food tent will serve steamed hot dogs, coffee, soda + water in cans, baked goods + individually wrapped, and chili, chips in bags. Corn bread + cheese are served as condiments for chili. The event is free + open to the public. Permits from BOH + Zaffle permit in process.

*No Town facilities or Parks will be used*

**RELEASE/HOLD HARMLESS AGREEMENT (REQUIRED FOR USE OF TOWN PROPERTY ONLY):**

I, Carol Zins, a representative from Proprietors of the WCMH, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely NA located at NA, Ware, Massachusetts, for the purpose described above, and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as \_\_\_\_\_), in any manner whatsoever shall operate at its own risk on said property of the Town of Ware.

For and in consideration of the use of \_\_\_\_\_, \_\_\_\_\_ does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, it's agents, servants and employees (hereinafter collectively referred to as the "Town"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of \_\_\_\_\_ use of \_\_\_\_\_.

\_\_\_\_\_ further agrees to defend and indemnify and hold harmless the Town from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of \_\_\_\_\_.

Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 8 day of August, 2021, on behalf of Proprietors of the WCMH by Carol Zins, its representative.

X Carol Zins Date: 8 / 8 / 21  
Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

**\*\*This application packet (the checklist and the permit application) will be reviewed by each department for sign-off. Once all sign-offs have been received, this application packet will be placed on an upcoming agenda for final approval by the Board of Selectmen.\*\***

**Review & Submission for Sign -Offs Provided By Departments**

**Please note - Departments may provide additional comments below their sign-off**

**Parks and Recreation** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Health Department** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Department of Public Works** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Building Inspections** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Fire Department** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Police Department** \_\_\_\_\_ **Date:** \_\_\_\_\_

**# of Officers (if applicable)** \_\_\_\_\_

**AGREEMENT BETWEEN  
TOWN OF WARE AND TOWN OF HARDWICK  
FOR ADVANCED LIFE SUPPORT (ALS) SERVICE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_, 2021 by and between the Town of Ware with a principal place of business at 126 Main Street, Ware, MA 01082 ("Ware"), and Town of Hardwick with a principal place of business at 307 Main Street, Gilbertville, MA 01031 ("Hardwick"), each acting by and through their Boards of Selectmen. Ware and Hardwick are sometimes referred to herein individually as a "party," and collectively as the "parties."

WHEREAS, Ware is licensed as an Advanced Life Support (ALS) ambulance service provider in Massachusetts;

WHEREAS, Hardwick seeks to make available and utilize for its residents all potentially life saving resources, including ALS assistance; and

WHEREAS, M.G.L. c. 48 §59A enables a town, by vote of its board of selectmen, to authorize its fire department to go to aid another city or town or to render any other emergency aid or perform any detail, as may be ordered by the head of the town's fire department, and Ware has so authorized such services.

NOW THEREFORE, in accordance with the provisions of M.G.L. c. 48 §59A and M.G.L. c. 40, § 4A, and consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Ware agrees to respond to requests from Hardwick for EMS calls within the border of Hardwick as shown on the ~~attached~~ map and list of roads appearing in Exhibit A hereto to provide EMS services when Ware has available EMS services to include ALS resources, such availability to be determined at the sole and absolute discretion of Ware's Fire Chief (or his designee).

2. Any Ware employees operating within the territorial limits of Hardwick in accordance with this Agreement shall not cause said employee to be considered for any purpose to be an employee of Hardwick. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of Ware. Notwithstanding the foregoing, to the extent permitted by law, any party hereto may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

3. When providing such EMS services, employees of Ware shall provide assessment, treatment and transportation consistent with all pertinent state regulations, regional guidelines and clinical protocols. Ware employee(s) shall accompany the patient and provide appropriate care until the patient is delivered to the hospital and patient care responsibilities are transferred to hospital personnel.

4. Ware shall issue an invoice to appropriate payers for services rendered to recipients transported in Ware's ambulance under the care of Ware employees. Such claims shall include all charges normally billed to payers for ambulance service.

5. Term. This Agreement shall be in effect from July 1, 2021 through June 30, 2022. At the end of this term, this Agreement shall automatically renew for successive one (1) year terms, for an aggregate period not to exceed twenty-five (25) years from the effective date or such longer period as may be permitted by applicable law. Either party may terminate this Agreement at any time for any reason by giving written notice of ninety (90) days to the other party. The provisions of paragraphs 4, 6 and 7 shall survive the termination of the Agreement with respect to EMS services performed during the contract period. The Agreement shall be reviewed annually.

6. Payment. Hardwick agrees to compensate Ware in the amount of \$77,000.00 for the fiscal year 2022 for EMS services provided by Ware. Payment shall be due to the Town of Ware by October 1st each year. This annual payment shall be reviewed each year by the coordinating committee and may be adjusted by the Towns. The obligations of each of the Parties shall be subject to appropriation and the availability of funds. In the event that the Town of Hardwick no longer requires secures its own services for the Town Ware to provide services as contemplated by this Agreement, then Hardwick shall promptly notify Ware in writing. In such event, the any annual payment payable to Ware hereunder shall be prorated in accordance with the number of days in such year in which Ware provided such services up to the date of receipt of the above-referenced written notice based on time left in the given year in question and proper notice has been given.

7. Each party's relationship to the other shall be that of an independent contractor and nothing herein shall be construed as making either party an employee, partner or joint venture of the other. It is expressly understood that Ware shall be responsible for their own employees and shall make no claims for work and vacation pay, sick leave or employee benefits of any kind. By entering into this Agreement, the parties have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The parties are the sole and exclusive beneficiaries of this Agreement. No third party rights, express or implied, are created. .

8. Each Town shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received in the same or similar manner by which it maintains its own records of its own ALS services, and shall arrange for the performance of annual audits of such records, which audits can be part of each Town's annual, independent audit of its financial statements.

9. To the extent permitted by law, each party shall, up to the limitations pursuant to M.G.L. c. 258 and irrespective of the cause of action, indemnify and hold the other party harmless from and against any and all third party claims for damages caused by the such party's negligence or willful misconduct, including the negligence or willful misconduct of that party's agents or employees.

10. Neither party will assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the other party.

11. At all times during the terms of this Agreement each party shall maintain insurance coverage of the kind and amounts the parties deem appropriate. Ware will provide documentation of its legal authority to provide basic and advanced life support ambulance service.

12. Hardwick and Ware, through their respective Boards of Selectmen, shall maintain a "Ware/Hardwick Ambulance Oversight Committee" comprised of representatives of both towns that shall develop protocol and oversee an annual review of costs and evaluation of quality of service. The Committee would also address residents' concerns and questions. The Committee will meet quarterly. A member of the Board of Selectmen from each community and the Town Manager/Administrator for each shall be included on the Committee along with a resident from each town. The provider of ambulance service to the eastern area of Hardwick may be invited to the meetings as needed for operational updates.

13. The Town of Hardwick agrees to initiate the planning, process, funding and implementation of a local or regional EMS system to serve Hardwick residents. Progress on the establishment of a Hardwick system will be reviewed by the coordinating committee and the Select Boards after six months and quarterly thereafter.

14. The provider(s) will not discriminate against any client/patient for services because of race, color, religion, sex, sexual orientation, disability family status or national origin.

15. The parties hereto agree to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America. In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of the parties shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such persons are unable to resolve the dispute in a satisfactory manner within thirty (30) calendar days, the parties may seek assistance of an independent third party, mutually agreeable to the parties. Nothing in this Paragraph 15 shall be deemed a waiver of either party's right to seek enforcement or damages in a court of competent jurisdiction.

16. Pursuant to this Agreement, Hardwick and Ware shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules and hereby agree to abide by all applicable requirements under Massachusetts General Laws and the Health Insurance Portability and Accountability Act ("HIPAA"), its Regulations, and the HIPAA Business Associate Agreement, attached hereto and incorporated herein as an Addendum.

17. All notices hereunder shall be in writing and shall be deemed to be given when mailed by and addressed to the party at the address stated below, or such other address as such party may specify by written notice to the other party.



**Town of Ware Fire Department**  
200 West Street  
Ware, MA 01082  
Attn: Christopher Gagnon  
Chief, Ware Fire Department

**Town of Hardwick**  
307 Main Street  
Gilbertville, MA 01031  
Attn: Town Administrator

18. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

19. If any provision of this Agreement is determined to be illegal, unenforceable, or void, then the parties shall be relieved of their obligations under that provision; provided, however, that the remainder of this Agreement shall remain in full effect.

20. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**TOWN OF WARE**

**TOWN OF HARDWICK**

By its Board of Selectmen

By its Board of Selectmen

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

**[Map & List of Roads]**

## **HIPAA – BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021. The parties acknowledge that the Town of Hardwick (hereinafter “Town”), is a “Covered Entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (hereinafter “HIPAA”) and corresponding regulations, and the Town of Ware (“Contractor”), acknowledges it is a “Business Associate” as defined in HIPAA and corresponding regulations. To maintain compliance with applicable law, the parties enter into this Business Associate Agreement for the parties’ participation in the Agreement for Advanced Life Support (ALS) Services between the Town of Ware and the Town of Hardwick, dated \_\_\_\_\_, 2021 (the “ALS Agreement”).

### **1. Definitions.**

Unless otherwise provided in this Agreement, capitalized terms shall have the same meaning as set forth in the HIPAA Regulations, 45 C.F.R. Parts 142 and 160-164.

### **2. Obligations and Activities of Contractor as a Business Associate.**

Contractor agrees:

- (a) All medical and financial records directly or indirectly pertaining to patients treated by the Town or any of its agents or employees shall at all times be strictly confidential.
- (b) Not to use or disclose Protected Health Information other than as permitted or required by this Agreement, the ALS Agreement, or as required by law;
- (c) To use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the ALS Agreement or this Agreement;
- (d) To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of by the ALS Agreement or this Agreement;
- (e) To report to the Town any use or disclosure of the Protected Health Information not provided for in by the ALS Agreement or this Agreement of which it becomes aware;
- (f) To the extent that a breach of unsecured Protected Health Information occurs, Contractor has an affirmative obligation to report to the Town and the individual affected by the security or privacy breach within five (5) days by first class mail, pursuant to HIPAA’s notice requirements.

- (g) To ensure that any agent, including a subcontractor and/or Business Associate, to whom Contractor provides Protected Health Information received from, or created or received by Contractor, on behalf of the Town agrees to the same restrictions and conditions that apply through by the ALS Agreement or this Agreement with respect to such information;
- (h) To provide the Town or an Individual acting at the direction of the Town, access to Protected Health Information in a Designated Record Set within five (5) business days of a request by the Town, in order to meet the requirements under 45 C.F.R. § 164.524;
- (i) To make any amendments to Protected Health Information in a Designated Record Set, as directed by the Town, in order to ensure compliance with requests made by the Town or an Individual pursuant to 45 C.F.R. § 164.526 and in the time and manner designated by the Town ;
- (j) To make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor or any business associate (as defined in HIPAA and corresponding regulations) of Contractor on the Town's behalf, available to the Town, or at the request of the Town to the U.S. Secretary of Health and Human Services (hereinafter the "Secretary"), in a time and manner designated by the Town or the Secretary, for purposes of the Secretary determining the Town's compliance with the Privacy Rule or the Security Rule;
- (k) To document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;
- (l) To provide to the Town or an Individual, within five (5) business days of the Town's or Individual's request, information collected in accordance with Subsection (h) of by this Agreement, to permit the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;
- (m) To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that Contractor creates, receives, maintains, or transmits on behalf of the Town as required by the Security Rule;

- (n) To ensure that any agent, including any subcontractor, to whom Contractor provides Protected Health Information agrees to abide by all of the same restrictions and conditions to which Contractor is bound under by this Agreement and implement reasonable and appropriate safeguards to protect it. Each such subcontractor or agent shall sign an agreement with Contractor containing substantially the same provisions as this Agreement;
- (o) To immediately report to the Town any use or disclosure of the Protected Health Information not provided for in the ALS Agreement or this Agreement of which it becomes aware. The notification should include the identification of each individual whose unsecured protected health information has been, or is reasonably believed to have been accessed, acquired or disclosed during such breach. Notification to individuals must be made within sixty (60) days from discovering the breach or potential breach. Notification must be coordinated with and approved by the Town. As a result, the Town shall make the determination of specific actions that will be required of the Contractor and/or the Town.
- (p) To immediately report to the Town any Security Incident of which Contractor becomes aware.
- (q) Contractor acknowledges that as of February 17, 2010 the requirements of HIPAA's Security and Privacy Rules shall apply directly to Contractor as a business associate, in the same manner as they apply to the Town, and Contractor shall be subject to HIPAA's enforcement and penalty provisions, including civil and criminal penalties.

### **3. Permitted Uses and Disclosures by Contractor as a Business Associate.**

Except as otherwise limited in by this Agreement, Contractor may:

- (a) Use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Town as specified in the ALS Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule, if done by the Town and would not violate the relevant policies and procedures of the Town concerning such use or disclosure;
- (b) Use the Protected Health Information in its possession for the proper management and administration of the Contractor's operations and to fulfill any present or future legal responsibilities of the Contractor provided that such uses are permitted under state and federal confidentiality laws;
- (c) Disclose the Protected Health Information in its possession to third parties for the purpose of the proper management and administration of the Contractor's operations or to fulfill any present or future legal responsibilities of the Contractor, provided that the Contractor represents to the Town, in writing, that: (i) the disclosures are required by law, as provided for in 45 C.F.R. §164.501; or (ii) the Contractor (or its Business Associate) has obtained from the third party reasonable written assurances that said information will remain confidential and be used or

further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Contractor and its Business Associate of any instances of which he or she is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. §164.504(e)(4);

- (d) Aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Contractor has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the health care operations of the Covered Entity, provided such data aggregation services are permitted by law pursuant to 45 C.F.R.164.504(e)(2)(i)(B). Under no circumstances may the Contractor disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity to whom the Protected Health Information belongs;
- (e) Report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. 164.502(j)(I).

**4. Obligations of the Town as a Covered Entity.**

The Town shall:

- (a) Notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's permitted or required uses and disclosures of Protected Health Information; and
- (b) Notify Contractor of any restriction to the use or disclosure of Protected Health Information that the Town has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Contractor's permitted or required uses or disclosures of Protected Health Information.

**5. Permissible Requests by the Town as a Covered Entity.**

Neither the Contractor nor the Town shall request the other to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by such other entity.

**6. Term and Termination.**

Term: Notwithstanding any term of provision of the ALS Agreement, this Agreement shall commence as of the date hereof and remain effective until terminated as set forth herein.

- (a) Termination for Breach. In the event of a material breach by Contractor of by this Agreement, the Town may either at its option:

- (i) Immediately terminate the ALS Agreement between the parties without penalty, as provided for under 45 C.F.R. §164.504(e)(2)(iii), provided that the Town has given Contractor written notice of the alleged breach and a reasonable opportunity to cure the breach or end its violation, and Contractor has not cured said breach to the reasonable satisfaction of the Town within a reasonable period.
  - (ii) Immediately terminate the parties' relationship and the ALS Agreement, without penalty, if Contractor has breached a material term of by this Agreement and cure is not possible.
- (b) Termination for Improper Use. The Town may immediately terminate by this Agreement without penalty if the Town in its sole discretion, reasonably suspects that Contractor has improperly used or disclosed Protected Health Information in breach of by this Agreement.
- (c) Termination for Inadequate Safeguards. The Town may immediately terminate by this Agreement without penalty if it determines, in its sole discretion, that any change or any diminution of Contractor's security procedures or safeguards render any or all of Contractor's safeguards unsatisfactory to the Town .

In either case, the Town shall have the right to report the violation to the Secretary.

- (d) Termination of Contract for Cause by Contractor. In the event of a material breach by the Town of by this Agreement, Contractor may either at its option:
  - (i) Immediately terminate the ALS Agreement provided that Contractor has given the Town written notice of the alleged breach and a reasonable opportunity to cure the breach or end its violation, and the Town has not cured said breach to the reasonable satisfaction of Contractor within a reasonable period.
  - (ii) Immediately terminate the parties' relationship and the ALS Agreement if the Town has breached a material term of by this Agreement and cure is not possible.

In either case Contractor shall have the right to report the violation to the Secretary.

- (e) Effect of Termination.
  - (i) Upon termination of this Agreement or ALS Agreement for any reason, Contractor shall return to the Town all Protected Health Information, including all Electronic Protected Health Information, received from the Town, or created or received by Contractor on behalf of the Town. This provision shall apply to Protected Health Information, including all Electronic Protected Health Information that is in the possession of

subcontractors or agents of Contractor. An authorized representative of Contractor shall certify in writing to the Town, within fifteen (15) days from the date of termination of by this Agreement, that all Protected Health Information has been returned and that Contractor no longer retains any Protected Health Information in any form.

- (ii) Upon the Town's confirmation that returning the Protected Health Information is infeasible, Contractor shall extend the protections of by this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as the Contractor maintains such protected Health Information. Contractor shall remain bound by the provisions of by this Agreement, until such time as all Protected Health Information has been returned, as set forth in Section 6(f)(i) above.

## **7. Miscellaneous.**

- (a) Regulatory References. A reference in by this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend by this Agreement from time to time as is necessary for the Contractor and the Town and the Contractor to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- (c) Interpretation. Any ambiguity in by this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule and the Security Rule.
- (d) No Third Party Beneficiaries. Nothing express or implied in by this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (e) Notices. Any notices to be given hereunder to a Party shall be made in accordance with the notice procedures contained in the Contract.

## **8. Governing Law and Venue.**

This Agreement shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Moreover, where any provision of Massachusetts state law is more stringent or otherwise constitutes a basis upon which the Privacy Rule or the



Security Rule is preempted, state law controls and the Contractor and the Town agree to comply fully therewith.

**(Remainder of this page is intentionally blank – signatures on the following page)**

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS  
OF DAY AND YEAR FIRST WRITTEN ABOVE.**

**Town of Ware**

By its Board of Selectmen

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**Town of Hardwick**

By its Board of Selectmen

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# Complaint Process

Town of Ware

## Town of Ware Complaint Policy

The Town of Ware is committed to receiving and investigating complaints from citizens, employees, or officials about the actions and performance of Town personnel. We believe the public is entitled to efficient, fair and impartial service and all citizens, employees and officials should be treated with respect.

The Town of Ware formally investigates allegations and inquiries for the following reasons:

1. To protect the citizens from misconduct by Town Employees and Officials;
2. To protect employees who conduct themselves appropriately;
3. To identify policies and procedures that may need review or change, and to find ways to improve the quality of our service to the community.

Complaints must be made in good faith. False or Highly exaggerated complaints serve no good purpose and only tend to slow our complaint process down. Anyone that willfully makes any false accusation for the purpose of discrediting a person or department may be prosecuted to the full extent of the law.

To initiate a complaint or inquiry, the complainant should contact the Office of the Town Manager to obtain a Complaint Form. Forms are available on the Town of Ware website as well. Complaints should be made by the person aggrieved/wronged. Third party and anonymous complaints will not be processed. Complaints must be made in writing by completing and signing the form and delivering it to the Town Manager or the Executive Assistant to the Town Manager. All complaint forms will be logged and tracked through resolution.

Complaints will be investigated promptly, and the complainant will be contacted for an interview by the Town Manager or the appropriate Department Head. After the investigation has been completed, the complainant will be contacted with the findings. The Town Manager or the Department Head will make every effort to resolve complaints to a satisfactory conclusion. In cases where this is not possible, they will be referred to the Select Board for further action. The Town manager will provide a report of the complaints to the Select Board on a quarterly basis.



## Town of Ware Complaint Form

*To be completed by a Citizen, Employee, or Official and filed with the Town Manager*

### I. PERSON MAKING THE COMPLAINT:

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

Street Address/Town/State/Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_ Best time to reach you: \_\_\_\_\_

Email: \_\_\_\_\_

### II. DETAILS OF THE COMPLAINT-use a separate sheet if needed

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Complainant's Signature: \_\_\_\_\_

*To be completed/tracked by the Town Manager/TM Assistant*

### III. TOWN MANAGER'S REFERRAL OF COMPLAINT TO DEPARTMENT HEAD:

To: \_\_\_\_\_ Date of Referral: \_\_\_\_\_

The above complaint is referred to you for your investigation and report. Please complete an investigation and list details below and return this form to the Town Manager in \_\_\_\_\_ days.

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Signature of Department Head: \_\_\_\_\_

### IV. RESOLUTION:

Complainant notified by: \_\_\_\_\_ ☐ Phone ☐ Letter ☐ E-Mail

Date Resolved: \_\_\_\_\_ Unresolved, date referred to BOS: \_\_\_\_\_

Town Manager Signature: \_\_\_\_\_ ☐ logged

# Flow Chart of the Process

## Town Manager's Assistant

- receives complaint
- acknowledges receipt to complainant within 2 working days
- logs complaint
- forwards complaint to Town Manager

## Town Manager

- Investigates or refers to Dept Head
- Makes a decision, notifies complainant
- Presents summary report to BOS quarterly
- May forward sensitive or unresolved complaints to Select Board for guidance

## Department Head

- Investigates
- Reports findings to Town Manager with suggestions for resolution
- May contact complainant if appropriate
- Provides training when indicated

## Select Board

- Reviews Town Manager's report for trends
- Makes needed changes to policies or procedures
- Investigates sensitive or unresolved complaints
- Provides the Town Manager with guidance

## Town of Ware

### FY2021 Community Development Program: Select Board Meeting September 7, 2021

#### Purpose of the meeting

- Public presentation and discussion of the FY2021 CDBG grant application – competitive grant program with 18 month performance period.

#### Program Background

- Community Development Block Grant (CDBG), funded by US Dept. 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 \$1,000,000 in FY21 (maximum for a two-town regional application)

#### What projects are in the application this year?

- Downtown Façade Program:  
Budget: \$250,000 plus \$50,000 delivery  
Total: \$300,000
- Housing Rehabilitation (appx 8 units):  
Budget: \$240,000 (8 units) plus \$44,000 delivery  
Total: \$284,000
- Public Social Services (DV prevention; Public Health – BHN; Adult Education; Senior Outreach):  
Total budget: \$200,000
- Design for Cottage Street:  
Budget: \$77,000 plus \$9,000 for delivery  
Total: \$86,000
- Administration Costs:  
Budget: \$130,000 (includes grant administration; up to \$48,000 of which is designated for the Ware Department of Planning & Community Development)
- Total Budget: \$1,000,000

#### Application Timing

- Application due date: September 10, 2021
- Award announcement date: likely January, 2022

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

**MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FY 2021**

**Community Development Fund 2021  
Application Cover Sheet**

CDF-2021-Ware-00015

**Individual who prepared Grant Application:** Ware

**Other Participating Communities:** Hardwick

**Contact Person**

**Name**                 Stuart Beckley  
**Title**                  Town Manager  
**Address**             Town Hall  
                              126 Main Street  
                              Ware, MA 01082  
**Phone**                413-967-9648  
**Email**                 sbeckley@townofware.com

**Proposed use of CDBG Funds**

1. Property / Acquisition	
2. Clearance / Demolition	
3. Relocation (Permanent)	
4. Housing Rehabilitation	\$584,000
5. Community Economic Development	
6. Public Facilities / Infrastructure	\$86,000
7. Planning	
8. Public Social Services	\$200,000
9. General Administration	\$130,000
<b>Total CDBG Grant Request</b>	<b>\$1,000,000</b>

**Authorization**

Keith J. Kruckas  
Name of Chief Elected Official  
Chair, Board of Selectmen  
Title

\_\_\_\_\_  
Signature Chief Elected Official (CEO)

\_\_\_\_\_  
Date

**To the best of my knowledge, all information in this application is true and correct. I have read and agree to the following certifications. When applicable, the Chief Financial Officer has also read and agrees to the following certifications:**

- ☒ Displacement of Non-CDBG Funds Certification
- ☒ Anti-displacement and Relocation Assistance Certification
- ☒ Chief Elected Official Certification
- ☒ Chief Financial Officer's Certification
- ☒ Program Income Certification
- ☒ Civil Rights Certification





## Right of Entry

City / Town: Ware Project: Palmer Road over Ware River Project #: 605126  
Owner: The Inhabitants of The Town of Ware  
Address: 126 Main Street, Ware, MA 01082  
From Station: 29 To Station: 32.8  
Parcel No(s): 13-TE-8, 13-TE-16

Permission is hereby given to the Massachusetts Department of Transportation-Highway Division, or its duly authorized agents, to enter upon my property in the city or town of Ware in connection with the construction of a state highway as shown on plans in the office of said Department at 10 Park Plaza, Boston, Massachusetts for the purpose of making changes and carrying out the work on my property as outlined below:

*For clearing and grubbing within grading limits and to install hay bays for erosion control*

This entry is to be made without prejudice to my rights in settlement of any claims for damage that may hereafter appear.

Granted by:

Recommended by:

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Deputy Director, Right of Way Bureau

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

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



<b>Land Damage Agreement</b>
----------------------------------

City / Town: Ware Project: Palmer Road over Ware River Project #: 605126  
Owner: The Inhabitants of The Town of Ware  
Address: 126 Main Street, Ware, MA 01082  
County: Hampshire Layout/Order: 8802  
Parcel No(s): 13-2, 13-GR-3, 13-GR-4, 13-GR-HS-1, 13-S-9, 13-PUE-2, 13-GR-PUE-1 FAP# (ROW): NFA

This agreement is entered into for full settlement of any and all claims for damage incurred or to be incurred by the Massachusetts Department of Transportation-Highway Division as a result of a taking by eminent domain, construction, and/or alteration relating to the subject property by the Massachusetts Department of Transportation-Highway Division. The land and/or rights in land taken and limitations of access, if any, are described in an order of taking (together with any related plans) adopted by the Massachusetts Department of Transportation-Highway Division, and on file at the office of said Department and to be recorded at the Registry of Deeds in the above referenced county.

The owner agrees to accept the sum of \$ Zero in full settlement of any and all claims whatsoever to the taken or remaining property of the owner, whether caused by the taking of land and/or rights in land, limitations of access, changes in grade or drainage and/or alteration relating to the subject property; and hereby releases the Massachusetts Department of Transportation-Highway Division, from any and all claims, due to said taking, construction and/or alteration relating to the subject property.

Additions to this agreement are as follows:

*None.*

It is understood and agreed that this agreement shall become binding only when signed by the owner(s) and formally approved by the Massachusetts Department of Transportation-Highway Division Administrator. It is also understood and agreed that the owners are entitled to damages for the rights being acquired, but have agreed to accept no award of damages. The owner(s) agree(s) to indemnify and hold harmless the Massachusetts Department of Transportation-Highway Division with respect to any claims brought by any person or entity that may have an interest in the property, including but not limited to, any mortgagee, tenant(s)/subtenant(s) as a result of the taking(s) covered by this Agreement.

Signature of owner:

Approved by:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Deputy Director, Right of Way Bureau

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

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







**nationalgrid**

August 17, 2021

The Board of Selectmen of Ware, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit, please contact:

Jill Wilson 413-267-6019

Please notify National Grid's Lisa Ayres of the hearing date / time.

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

National Grid: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845  
978-725-1418

Very truly yours,

*Jim Kehrer/lla*

Jim Kehrer  
Supervisor, Distribution Design

Enclosures

Questions contact - Jill Wilson 413-267-6019  
**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:

Belmont St. - National Grid to relocate (1) JO pole 4 on Belmont St. beginning at a point approximately 450 feet west of the centerline of the intersection of North St.; 13 feet east of existing pole.

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 – Belmont St. - Ware, Massachusetts.

**30363515**

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 *Albert E. Bessette*  
Manager / Right of Way

Dated: June 21, 2021

Ware

Questions contact – Jill Wilson 413-267-6019

## 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 21st day of June 2021.

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 – Belmont St. - Ware, Massachusetts.

**30363515** 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:

Belmont St. - National Grid to relocate (1) JO pole 4 on Belmont St. beginning at a point approximately 450 feet west of the centerline of the intersection of North St.; 13 feet east of existing pole.

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.

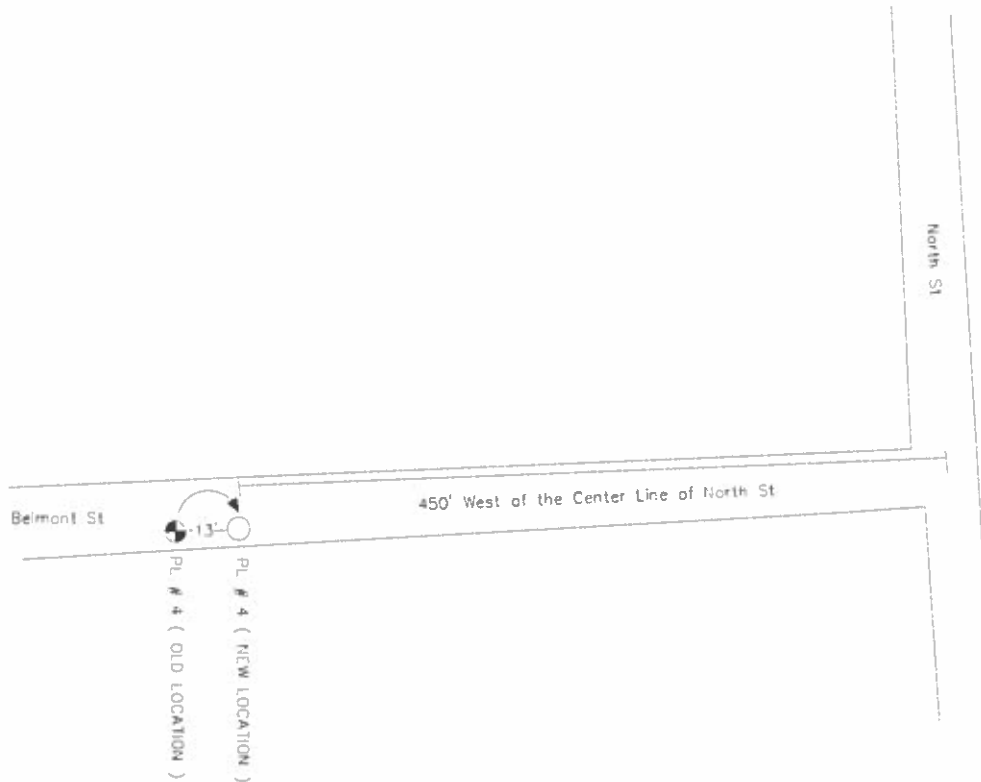
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Board or Council of Town or City, Massachusetts

#### 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



LEGEND

- PROPOSED SO POLE
- PROPOSED JO POLE
- ⊗ REMOVED POLE
- ⊙ EXISTING POLE
- ➡ PROPOSED POLE RELOCATION

Petition

Relocate PL # 4 Belmont St 13' East of existing pole # 4.  
New location Approximately 450' West of the Center Line of North St

Date: 6/14/2021

Designer: Jill Wilson

Work Request: 30363515

**nationalgrid**

## COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT is entered into this 7th day of September 2021 by and between Green Adventure LLC, a Massachusetts registered marijuana dispensary with a principal office of 95 Main Street, Ware, MA 01082, and the Town of Ware, a Massachusetts municipal corporation with a principal address of 126 Main Street, Ware MA 01082 ("the Town").

WHEREAS, Green Adventure LLC wishes to become a Marijuana Retailer in the Town in accordance with regulations issued by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC); and

WHEREAS, Green Adventure LLC intends to provide certain benefits to the Town in the event that it is licensed to operate an Adult-Use-Retail (brick & mortar) establishment and receives all local approvals.

NOW, THEREFORE, in consideration of the provisions of this Agreement, Green Adventure LLC and the Town agree as follows:

### **A. TERM**

This Agreement shall take effect on the date set forth above and shall continue in effect for 5 years.

### **B. Community Impact Fee**

1. Green Adventure LLC shall pay to the Town annually a sum equal to 3.0% of the total gross annual sales of the Ware marijuana retail establishment. All subsequent payments shall be made annually at the end of each 12 months of operation and shall continue for a period of 5 years. The maximum duration is in accordance with G.L.c.94G, 3 of the Massachusetts State Law.
2. The Town shall use the above-referenced payments in its sole discretion but shall make a good faith effort to allocate said payments for traffic mitigation measures in connection with the operation of the Marijuana Retail establishment, community wellness programs, and other efforts and initiatives for the support of patient health.

### **C. Annual Charitable/Non-Profit Contributions**

Green Adventure LLC, in addition to any funds specified herein, shall annually contribute to public local charities / non-profit organizations in the Town (examples include Quaboag Valley Community Development Corporation's Education to Employment program, Ware's Council of Aging, and Angels Answers Inc.) an amount no less than \$15,000 said charities / non-profit organizations to be determined by the Town in their reasonable discretion. The first payment will be made after the issuance of the final Licensure from the CCC and the dispensary opening for business, and each anniversary thereafter.

### **D. Community Support**

Green Adventure LLC agrees to provide no less than fifty (50) hours annually of community service activities including but not limited to: Town-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, and veteran's assistance.

Green Adventure LLC shall annually certify to the Town at the time of its Annual Payments the number of hours and nature of the community service rendered by its employees/management within the community.

### **E. Local Vendors and Employment**

To the extent, such practice and its implementation are consistent with federal, state, and municipal laws and regulations. Green Adventure LLC will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, (ex. Ware farmers with an adult-use Cultivator or Craft Marijuana Cooperation license), contractors, builders, and vendors in the provision of goods and services called for in

the construction, maintenance and continued operation of the Marijuana Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents in coordination with local groups such as Education to Employment.

**F. Security**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, Green Adventure LLC shall work with the City's Police Department in determining the placement of exterior security cameras.

Green Adventure LLC agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, Green Adventure LLC shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

**G. No Joint Venture**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate, or corporate entity as joint venture or partners.

**H. Agreement**

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.
2. The obligations of Green Adventure LLC and the Town recited herein are specifically contingent upon Green Adventure LLC becoming a Marijuana Retailer and obtaining a "Retail (brick and mortar)" license type per the 2018 Adult-Use of Marijuana Program regulations, for the operation of a retail establishment in the Town and Green Adventure LLC receipt of all necessary local approvals to locate, occupy, and operate a retail location for adult-use in the Town.

**TOWN OF WARE**

**Green Adventure LLC**

By: \_\_\_\_\_  
**Stuart Beckley, Town Manager**

By: *Michael E. Harris*  
**Michael E. Harris, Manager**

\_\_\_\_\_  
**Keith J. Kruckas, Chairman of the Board of Selectmen**

**DATE: September 7, 2021**



# TOWN OF WARE FIRE DEPARTMENT

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Office of the Fire Chief

200 West Street Ware, Massachusetts 01082  
Station (413) 967-5901 \* Office (413) 967-9631 \* Fax (413) 967-9632  
Email Chief- cgagnon@townofware.com Email Deputy- jmartinez@townofware.com

September 3, 2021

To the Board of Selectman:

I am requesting support from the Board of Selectman for the following Ware Fire Department appointments.

Promotion to Lieutenant. Civil Service Certification list, Ware 7040

1. David Gambino
2. Jason McNeaney
3. Laura Fandrey

Firefighter EMT: Civil Service certification requisition list 7696

1. Daniel Tenggren
2. William Adams (Pending PAT)
3. Peter Shadbegian (Pending PAT)

Respectfully Submitted:

Christopher Gagnon  
Interim Fire Chief