



**Board of Selectmen  
Ware Town Hall, 126 Main Street, Meeting Room**

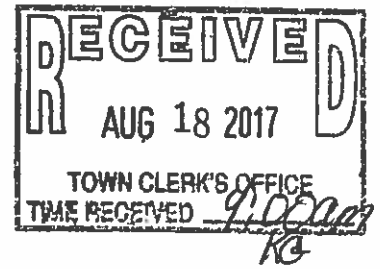
**Regular Meeting Notice Agenda  
Tuesday, August 22, 2017 at 7:00 p.m.**

**Meeting Opened**

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

**Consent Agenda**

- Approval of Meeting Minutes of August 8, 2017



**Comments and Concerns of Citizens**

**Scheduled Appearances**

- 7:05 p.m. Dr. DiLeo, Deputy Fire Chief Wloch, Country Bank for Savings representative – books for Introduction to Fire Services class
- Local Heroes Award
- Road Repair Projects, Consideration of Bond Ballot Question – Dick Kilhart, DPW Director

**Old Business**

- Review of Vehicle Policy: GPS

**New Business**

- ACO Inter-Municipal Agreement
- Planning & Community Development: Request for Loan Forgiveness
- Application for Lodging License: Bed & Breakfast at Bird Hill Farm, 145 Church Street
- Application for One-Day Liquor License: Workshop 13, Memorial Event for Performing Artists, Saturday, August 26, 2017

- **Special Event Permit Application: Friends of Ware Dog Park, Doggy Dip & Dive, Saturday, August 26, 2017**
- **Special Event Permit Application: Trinity Episcopal Church Block Party, Saturday, September 16, 2017**
- **Application for Toll Road: Ware Fire Department for MDA Boot Drive, Sunday, September 17, 2017**
- **Application for Toll Road: Ware Council Home Association (Knights of Columbus), Annual Tootsie Roll Drive, Saturday, October 7, 2017**
- **Special Event Permit Application: Ware Domestic Violence Task Force, Domestic Violence Awareness Walk, Saturday, October 14, 2017**
- **Application for Appointment to Historical Commission: Mary L. Midura, Term to Expire June 30, 2019**
- **Application for Appointment to Zoning Board of Appeals: Andrew Choquette or Elizabeth Calvert, Term to Expire June 30, 2019**

## **Town Manager Report**

## **Adjournment**

**Executive Session: MGL Chapter 30A, Section 21 (a) 6: #2 Negotiations: Police Chief, and #6 To Consider the Purchase, Exchange, Lease or Value of Real Property**



**Board of Selectmen  
Ware Town Hall, 126 Main Street, Meeting Room  
Regular Meeting Minutes  
Tuesday, August 8, 2017 at 6:30 p.m.**

**Meeting Opened**

**Present:** Selectman Talbot, Selectman Whitney, Selectman Opalinski, Selectman Carroll, Selectman Fountain, Stuart Beckley, Town Manager, Mary Midura, Clerk  
**Absent:** None

**6: 30 p.m. - Executive Session: MGL Chapter 30A, Section 21 (a) #2 Negotiations: Non-Union Personnel – Police Chief, and #6 To Consider the Purchase, Exchange, Lease or Value of Real Property**

Selectman Opalinski moved to Adjourn Regular Session at 6:30 p.m. to move into Executive Session per MGL Chapter 30A, Section 21 (a) #2 Negotiations: Non-Union Personnel – Police Chief, and #6 To Consider the Purchase, Exchange, Lease or Value of Real Property, **TO RECONVENE IN OPEN SESSION**; Selectman Fountain seconded. The motion passed on a Roll Call Vote of 4 Yes, 0 No, 1 Recused (Selectman Talbot):

Nancy J. Talbot	Recused✓
Alan G. Whitney	Yes✓
Tracy R. Opalinski	Yes✓
John E. Carroll	Yes✓
Michael P. Fountain	Yes✓

Selectman Fountain moved to Adjourn Executive Session at 7:10 p.m., **TO RECONVENE IN OPEN SESSION**; Selectman Carroll seconded. The motion passed on a Roll Call Vote of 4 Yes, 0 No, 1 Recused (Selectman Talbot):

Nancy J. Talbot	Recused✓
Alan G. Whitney	Yes✓
Tracy R. Opalinski	Yes✓
John E. Carroll	Yes✓
Michael P. Fountain	Yes✓

**The Board of Selectmen reconvened in Open Session at 7:10 p.m.**

**7:00 p.m. - Regular Meeting**

**Present:** Selectman Talbot, Selectman Whitney, Selectman Opalinski, Selectman Carroll, Selectman Fountain, Stuart Beckley, Town Manager, Mary Midura, Clerk, Stanley Ciukaj, Ware Community TV.

**Absent:** None

**Opening Remarks, Announcements, and Agenda review by Chair - None**

### **Scheduled Appearances**

- **7:05 7:11 p.m. Principal Elwell – Committee to Review WJSHS Graduation Requirements**

Principal Elwell invited the Board of Selectmen to participate in a Graduation Requirements Committee. The committee will include students and parents. There will be 3 or 4 meetings. Principal Elwell noted that he would like to include personal finance, government civics, 21<sup>st</sup> century college/career readiness, and a senior year service project.

Selectman Talbot noted that Board members who are interested in participating should contact Principal Elwell. Selectman Opalinski questioned the addition of soft skills; Principal Elwell stated that the school to career partnership and summer jobs program contribute those, and those business skills will be used.

### **Consent Agenda**

- **Approval of Minutes of July 11, 2017, July 18, 2017, July 22, 2017 and July 25, 2017**

Selectman Opalinski moved to approve the minutes; Selectman Fountain seconded. The motion passed unanimously (5-0).

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

Mr. Jackson asked about the brush near Rite Aid; Mr. Beckley noted that Rite Aid is sending someone to clear the view.

Selectman Carroll noted the grass overgrown at the new Taco Bell.

Carol Zins announced the Ware Fair & Flea on Saturday, September 16, 2017. There will be music, crafters, Colonial Re-enactors, and Revolutionary Musket group. There will be several events on September 16, including Rediscover Ware, Trinity Church Block Party, and Clowning for Kids. On Sunday, September 17, there will be a concert in Town Hall.

### **New Business**

- **Appointment of Police Officer: Benjamin E. Regin**

Chief Crevier and Mr. Beckley recommend Mr. Regin; Chief Crevier will ask for a waiver prior to academy training.

Selectman Carroll moved to approve the appointment; Selectman Fountain seconded. The motion passed unanimously (5-0).

- **Discussion of Police Department Positions**

Chief Crevier presented a handout to the Board of Selectmen with his recommendations to include a full sergeant position, new lieutenant position and a patrol detective. Selectman Whitney requested that Chief Crevier submit an Organizational Chart of the Ware Police Department.

- **Marijuana By-Law Update: Send to Planning Board for Public Hearing**

Selectman Opalinski noted that a Public Hearing is required, as it is the purview of the Planning Board. This is based on how the community voted on Question 4. Mr. Beckley stated that the state receives 17% taxes; the town may receive 3% taxes. The draft does not include the tie to the Zoning Use Table. The By-Law should address how the Planning Board will review special permits for a marijuana facility, and whether to regulate as liquor stores. Selectman Talbot noted that this by-law is proactive, including not having a presence within 300 feet where children congregate. Mr. Beckley noted the by-law should be put to the voters by a ballot question.

Selectman Carroll moved to dismiss this; Mr. Beckley noted that dismissal is not an option.

**Selectman Opalinski moved to send the proposed Marijuana By-Law to the Planning Board for a Public Hearing; Selectman Fountain seconded. The motion passed on a vote of 3 Yes, 1 No (Selectman Carroll), 1 Abstention (Whitney).**

- **Review of Vehicle Policy: GPS**

Mr. Beckley noted that negotiations have begun with unions, including this policy. Selectman Carroll stated that weekly reports should be done to tackle any issues quickly. Mr. Beckley noted that the Police Chief, Fire Chief, DPW, cruisers, ambulances and DPW pickups would be done first; Selectman Carroll stated that any new purchased vehicles should have GPS installed.

**Selectman Whitney moved to table the policy with amendments to August 22, 2017; Selectman Fountain seconded. The motion passed unanimously (5-0).**

- **Retroactive approval of Special Event Permit: Proprietors of the Ware Center Meeting House, Sundaes on Sunday, August 6, 2017, 1:00 p.m. – 3:00 p.m.**

**Selectman Opalinski moved to retroactively approve the special event permit; Selectman Fountain seconded. The motion passed unanimously (5-0).**

- **Application for Appointment to Zoning Board of Appeals: Andrew Choquette or Elizabeth Calvert, Term to Expire June 30, 2019**

Mr. Choquette was in attendance and stated he was not interviewed, but is very interested in serving on the Zoning Board of Appeals. Selectmen noted that the two applicants should be interviewed by ZBA.

**Selectman Whitney moved to postpone the appointment to August 22, 2017; Selectman Fountain seconded. The motion passed unanimously (5-0).**

- **Application for Appointment to Conservation Commission: Thomas Barnes, Term to Expire June 30, 2019.**

**Selectman Opalinski moved to approve the appointment to a term to expire June 30, 2020; Selectman Whitney seconded. The motion passed unanimously (5-0).**

- **Application for Appointment to By-law Review Committee: Francis W. Cote, No Term Expiration**

**Selectman Opalinski moved to approve the appointment; Selectman Whitney seconded. The motion passed unanimously (5-0).**

- **Acceptance of Resignation: William Adams, Community Development Authority, Term to Expire June 30, 2018**

**Selectman Opalinski moved to accept the resignation with regrets; Selectman Whitney seconded. The motion passed unanimously (5-0).**

- **Review Updated Special Event Permit Checklist & Application**

**Selectman Whitney moved to accept the updated checklist and application; Selectman Opalinski seconded. The motion passed unanimously (5-0).**

Town Manager: *Stuart Beckley*  
sbeckley@townofware.com

### **Town Manager Report**

Mr. Beckley noted the MassDOT Public Hearing on Main Street Reconstruction will be on Thursday, August 17, 2017 at 7pm at town hall. The reconstruction will run from West Main Street to East Street with work to proceed from 2019-2020.

The Board is invited to the Ware Opioid Listening session, sponsored by the Substance Use Alliance, on Thursday, August 24, 2017 from 5:30pm – 7:00pm.

The engineer will again review the Senior Center structure; some shoring up will probably need to be done. Funds will be sought from the Reserve Fund.

Monson, Warren, Palmer and Ware are working as a Regional Animal Control. Ware has budgeted \$10,000 for the year. The proposed facility would allow for 2% to 2 ½% increase annually. The new Inter Municipal Agreement will be available for Selectmen to consider at their next meeting. Palmer has done a comprehensive study of the construction of a new regional shelter.

Dick Kilhart will attend the August 22, 2017 meeting of the Board of Selectmen regarding the proposed list of street repairs that the DPW recommends.

Mr. Kilhart will attend the September 5, 2017 meeting of the Board of Selectmen regarding the water and sewer rates.

There is a water ban in Ware from 9:00am – 5:00pm daily. Selectman Carroll requested that residents be notified not only when there is a water ban, but also when the water ban is taken off. Mr. Beckley noted that some cities and towns have a water ban from May through September.

**At 8:13 p.m., Selectman Whitney moved to Adjourn; Selectman Carroll seconded. The motion passed on a vote of 5 Yes, 0 No.**

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

*Mary L. Midura*  
Mary L. Midura, Executive Assistant

## Beckley, Stuart

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**From:** Kilhart, Richard  
**Sent:** Friday, August 04, 2017 1:49 PM  
**To:** Beckley, Stuart  
**Cc:** Griswold, Danica  
**Subject:** FW: Listing (First Crack)

Stuart,

Here is the list you requested.

Dick

**From:** Kilhart, Richard  
**Sent:** Tuesday, July 11, 2017 2:59 PM  
**To:** Stuart Beckley <sbeckley@townofware.com>  
**Cc:** Niedzwiecki, Charles <CNiedzwiecki@townofware.com>  
**Subject:** Listing (First Crack)

Stuart,

You had asked for a listing of additional roadways to be worked into the potential bond bill in the Fall.

This work would be completed not all in one year so Babcock Tavern Road could be split, with additional Town

Roads being completed in between.

### Babcock Tavern Road

PHASE 1 - Station 0+00 to 14+45:	\$ 913,641.36
PHASE 2 - Station 14+45 to 23+05:	\$ 453,181.59
PHASE 3 - Station 23+05 to 27+10:	\$ 283,337.61
PHASE 4 - Station 27+10 to 41+10:	\$ 907,995.87
West Main Street	\$219,020.00
Chestnut Street	\$160,000.00
Elm Street	\$ 95,000.00
Kelly Road	\$ 80,000.00
Marjorie Street	\$ 60,000.00
Laurel Street	\$150,000.00
Cummings Road	\$225,000.00
PHASE 5 - Station 41+10 to 51+15:	\$ 607,461.41
PHASE 6 - Station 51+15 to 62+45:	\$ 620,024.73
PHASE 7 - Station 62+45 to 70+20:	\$ 381,588.92

Chapter 90 Work will tend to follow the PVPC Pavement Management Plan

Crack Sealing Various Roads	\$75,000.00 Estimate
East Main Street	\$55,000.00 Estimate
East Street to RR Bridge	\$45,000.00 Estimate
East Street to State Hwy line	\$128,000.00 Estimate
Continues to leave	\$100,000.00 In Reserves

Your thoughts,

*Dick Kilhart "at your service"*

Director of Public Works

Town of Ware Massachusetts

1-413-967-9620 Phone

1-978-790-1239 Cell

[dkilhart@townofware.com](mailto:dkilhart@townofware.com)

# **VEHICLE USE POLICY OF THE TOWN OF WARE**

The purpose of this policy is to set forth the guidelines under which town vehicles will be authorized to Town personnel and the guidelines under which Town vehicles may be used.

The provisions of this policy apply to all general Government employees, including the Police Chief and the Fire Chief. Employees whose employment is regulated by collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by agreement.

It is the policy of the Town of Ware that certain positions require employee access to municipal vehicles. Town vehicles are NOT personal vehicles and are NOT for personal use. Town vehicles should be viewed as belonging to the Citizens of the Town of Ware and are assigned solely for the purposes consistent with providing services to those citizens.

The assignment of municipal vehicles during work time is based upon job description. Appointing authorities who have municipal vehicles available for this purpose may assign such vehicles in a manner consistent with departmental workload and employee function. The assignment of vehicles may be rescinded at any time by the Board of Selectmen or appointing authority.

For those employees authorized to take vehicles to their place of residence, vehicle use is limited to travel TO and FROM the residence and place of work. The vehicle should be driven over the most direct route taking into account road and traffic conditions. The vehicle should NOT be utilized for travel outside a direct commuting route for personal reasons.

## *Rules Governing Use*

1. Municipal vehicles may only be used for legitimate municipal business.
2. Municipal vehicles will not be used to transport any individual that is not directly or indirectly related to municipal business. Passengers shall be limited to Town of Ware employees who are on duty and individuals who are directly associated with Town of Ware work activity (committee members, consultants, contractors, etc.). Family members shall not be transported in Town vehicles.
3. Vehicles should contain only those items for which the vehicle is designed. The town of Ware shall not be liable for the loss or damage of any personal property transported in the vehicle.
4. Employees are expected to keep municipal vehicles clean, and to report any malfunction or damage to their supervisor immediately.
5. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle.
6. Employees may not operate municipal vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operations.

7. Employees who operate municipal vehicles must have a valid motor vehicle license issued by the State of Massachusetts and may be required to provide proof of valid motor vehicle license once every six (6) months
8. Employees driving municipal vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.
  - a. Employees who incur parking or other fines in municipal vehicles will generally be personally responsible for payment of such fines unless the payment of such fines by the Town of Ware is approved by the Town Manager.
  - b. Employees who are issued citations for any offense while using a municipal vehicle must notify their supervisor immediately when practicable, but in no case later than twenty four (24) hours. Failure to provide such notice will be grounds for disciplinary action.
  - c. An Employee who is assigned a municipal vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in he or her personal vehicle or in a municipal vehicle, must notify his or her supervisor immediately when practicable, but in no case later than twenty-four (24) hours. Conviction for such an offense may be grounds for loss of municipal vehicle privileges and/or further disciplinary action.
9. Out of Town Travel: No employee may use a municipal or private vehicle for out of town or out of state use without advance approval of their respective Department Head and the Town Manager. Prior to travel, a Travel Form must be completed and approved.
10. No personal cell phones will be used while operating a Town vehicle.

***Global Positioning System (GPS).*** The Town may install GPS on any municipal vehicle. GPS including any electronic tracking technology allows the Town to monitor vehicle performance, location, elevation and velocity. GPS use for public safety greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios. GPS may also be used for other business-related purposes, including but not limited to, measuring productivity, locating stolen vehicles, providing aid to vehicles that break down, increasing employee safety, managing Town resources effectively and ensuring employees are following assignments.

Town employees may, in the course of employment, be required to drive and/or ride in a Town vehicle equipped with GPS. The Town may use GPS at the discretion of the Town Manager or designee, and in the ordinary course of business. The Town manager shall determine the Town vehicles in which GPS will be installed, and will establish record keeping systems for data collected.

The Town may utilize data collected through GPS as part of a disciplinary investigations or discipline of its employees pertaining to the issue or abuse of their vehicles, inappropriate use of time, speeding or other misconduct. Data collected using GPS is used by the Town to further business purposes. Employees operating Town vehicles shall have no expectation of privacy regarding the information that results from such monitoring.

**Employees are prohibited from altering and attempting to alter or disable GPS in Town-owned or leased vehicles.**

**Employees shall sign an acknowledgement form that verifies receipt and understanding of this policy.**

**Weekly reports shall be prepared by the Town Manager and made available to the Board of Selectmen.**

**Newly purchased town vehicles shall be equipped with GPS.**

Failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of Town of Ware vehicle privileges, suspension, and/or termination from Town of Ware service.

Amended and approved by Board of Selectmen on \_\_\_\_\_, 2017.

## **Vehicle Use Policy Acknowledgement**

I have received the Town of Ware Vehicle Use Policy and commit to following the rules set within the policy, both for myself and for my department's staff.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Inter-Municipal Agreement  
Palmer Regional Dog Pound & Animal Control Services

This agreement (the "Agreement") is made as of the date of execution by all parties and pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A, by and between the TOWN OF PALMER, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Town Council, with a place of business at 4417 Main Street, Palmer, MA 01069 ("Palmer"); the TOWN OF MONSON, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 110 Main Street, Monson, MA 01057 ("Monson"); the TOWN OF WARE, a Massachusetts municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 126 Main Street, Ware, MA 01082 ("Ware"); and the TOWN OF WARREN, a Massachusetts municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting by and through its Select Board, with a place of business at 223 Brimfield Rd., Warren, MA 01083 ("Warren").

WHEREAS, the Towns agree to participate in a regional approach to sheltering animals, providing animal control sheltering services ("Services") to the Towns through an Animal Control Shelter Program ("Program") at the "Palmer Municipal Dog Pound" ("Pound") located at 1013 Bridge Street, Palmer, MA 01069; and

WHEREAS, the Select Board and the Town Council of the Towns designate Palmer as the "Lead Community" for purposes of procuring an animal control facility in which to provide the Services and the Program; and

WHEREAS, the Towns agree to work cooperatively and expeditiously with the Lead Community to advance animal control service operations through regional cooperation and to seek all necessary legislative and other governmental approvals from their respective governmental bodies authorizing them to enter into a three (3) year agreement with the Lead Community committing each Towns annual per capita assessment to the Lead Community for purposes of procuring and operating a facility where the Services and the Program are provided;

WHEREAS, the Towns agree to work cooperatively toward potentially building a regional animal control facility that is fully compliant with state and local regulations and capable of serving on a regional capacity.

NOW THEREFORE, the Towns hereto mutually agree as follows:

1. DESIGNATION OF LEAD COMMUNITY: The Towns designate Palmer as the "Lead Community" for purposes of procuring a long-term replacement animal control facility in which to provide the Services and the Program. The Towns authorize Palmer, as the Lead Community, to take the steps necessary to procure and operate a short-term replacement facility in which to provide the Services and the Program, in the event the current facility is displaced prior to the availability of the long-term replacement facility.

2. ADMINISTRATION OF FINANCIAL MATTERS: Palmer shall administer all financial and personnel matters through its Public Safety Department relating to the Services and the Program, including but not limited to employee contracts and contracts with all service providers.
  - a. Pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A, Palmer shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received pursuant to the Agreement. Periodic financial statements shall be issued to all participating municipalities. Costs of the preparation of financial statements shall be considered an expense of the Program.
  - b. Palmer shall submit to the Regional Animal Control Committee ("Committee") a quarterly balance sheet statement.
  - c. Each Town shall maintain records of any costs incurred and reimbursements and contributions made relative to the dispatching services provided herein.
  - d. Any Audits required by Gen. Laws Ch. 40, Sec. 4A may be satisfied by inclusion of operations under this Agreement in the annual Town audit conducted pursuant to Gen. Laws. Ch. 41, Sec. 50.
  - e. All records referenced above shall be available for inspection by each Town upon reasonable notice.
3. TERM AND OPTION FOR RENEWAL: This Agreement shall be for a term of three (3) years beginning July 1, 2017, and ending on June 30, 2019. At the end of Year Three (3), the Towns may exercise a renewal option at its sole discretion for an additional two (2) year term with the approval of the Towns' Select Board or Town Council. If any Town decides that it will not renew, it must inform the others in writing at least ninety (90) days prior to the expiration of the Agreement. Upon renewal, the most recent per capita assessment shall remain in place until a different figure is agreed upon and approved by the Towns.
4. ANNUAL PER CAPITA ASSESSMENT AND FEES:
  - a. During the term of the Agreement, the Towns agree to pay to Palmer, as the Lead Community, an annual assessment described in this Agreement, based on the number of residents in each community according to the most recent United State Census. The assessment monies shall be used for the purposes of procuring, securing, occupying, maintaining and operating a facility or facilities where the Services and the Program are provided, and for other reasonable and necessary expenses of the Services and the Program.
    - i. According to the U.S. Census bureau's 2010 Census, the population of the towns is as follows: Palmer - 12,140; Monson - 8,560; Ware - 9,872; Warren - 5,135
  - b. Beginning January 1, 2017, to June 30, 2018 the annual assessment for only Dog Shelter Services shall be \$1.00 per resident based on the 2010 U.S. Census. The assessment shall be \$2.00 per resident for Towns to use both Animal Control Services and Dog Shelter services.
  - c. Every fiscal year after, participating municipalities agree to increase their individual shared costs an additional 2.5%.

- d. Based on population estimates, and the desired service per municipality, the annual assessment/s for each of the Towns is as follows:

- beginning July 1, 2017

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,140 x \$2	\$24,280
Monson	8,560 x \$2	\$17,120
Ware	9,872 x \$1	\$9,872
Warren	5,135 x \$1	\$5,135
<b>TOTAL</b>	<b>35,707 pop</b>	<b>\$56,347</b>

- beginning July 1, 2018

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,140 x \$2	\$24,887
Monson	8,560 x \$2	\$17,548
Ware	9,872 x \$1	\$10,119
Warren	5,135 x \$1	\$5,263
<b>TOTAL</b>	<b>35,707 pop</b>	<b>\$57,817</b>

- beginning July 1, 2019

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,140 x \$2	\$25,509
Monson	8,560 x \$2	\$17,987
Ware	9,872 x \$1	\$10,372
Warren	5,135 x \$1	\$5,395
<b>TOTAL</b>	<b>35,707 pop</b>	<b>\$59,263</b>

- e. The Towns shall pay the annual assessment to Palmer in bi-annual installments, on or before January 1st and June 1st. Palmer shall send each Town a bi-annual invoice no later than thirty (30) days prior to the date that the assessment is due.
- f. All funding is subject to annual appropriation by the appropriate authority of each of the Towns.

5. REGIONAL ANIMAL CONTROL COMMITTEE:

- a. The designated "Public Safety Representative" or the appointed affiliate that oversees Animal Control at each Town, together shall constitute the Regional Animal Control Committee ("Committee"). The Committee shall provide fiscal and operational oversight over the Services and the Program for its respective town. The representative of the Town of Palmer, as Lead Community, shall serve as Chairperson of the Committee. The Committee shall designate a Vice Chair and Clerk and conduct all meetings in accordance with Massachusetts "Open Meeting Law". A quorum of three (3) members of the Committee must be present to hold a meeting and conduct business. The concurrence of a majority of the members present is required to approve of any motion.

- b. The Committee shall be collectively responsible for establishing a mutually satisfactory standard format operational procedures relative to the handling of animal control matters in the Towns.
  - c. The Committee shall be responsible for setting performance standards, approving all financial matters and overseeing the performance of employees servicing its respective town.
  - d. The Public Safety Representative or the appointed affiliate of each individual community shall have direct oversight of program staff when staff is on duty within the respective town of the Public Safety Representative or appointed affiliate.
  - e. Any grant funding that becomes available shall be reviewed by the Committee and if appropriate, be applied for to reduce the respective towns contracted costs, otherwise it will be used for its intended granted purpose.
  - f. Palmer shall submit to the Committee a quarterly balance sheet statement. Copies of the reports shall also be sent to the Towns in accordance with the notice provisions of Sec. 19 of this Agreement. Minutes shall be sent within seven (7) days of the date of the Committee's approval or acceptance of them.
6. PERSONNEL STATUS: All personnel hired to provide the Services and the Program shall be deemed to be employees of the Town of Palmer. It is anticipated the facility will include the following positions:
  - 1 FTE - Animal Control Officer/Site Director; and
  - 1 PTE - ACO Assistant; or
  - Multiple Per Diems
7. ENFORCEMENT, FEES, LICENSING AND REPORTING:
  - a. Citations: All citations for violations of the Massachusetts General Laws and the Towns' Code of Ordinances will be the responsibility of the Animal Control Officer of the respective Towns.
  - b. Collection of Fines: The Pound shall not collect any fines from town residents. Any fines set forth in citations issues pursuant to Paragraph A above shall be paid by the resident to the Town Clerk of the respective Towns or appealed in accordance with the town ordinances and the Massachusetts General Laws.
  - c. Holding Fee: The Pound shall collect a daily fee of \$25 from the time the animal is received by the Pound and retrieved from the Pound by the resident/owner of the animal.
  - d. Vet Fee: All vet fees are to be paid by the resident/owner directly to the vet.
  - e. Animal Transport Fee: On an as-needed-basis, the Animal Control Officer/Site Director of Palmer will transport animals for a flat fee of \$25. The Animal Control Officer from the respective town will be responsible for transporting animals to Pound.
  - f. Reporting: The Pound shall submit quarterly reports to the Towns detailing the services performed in each Town, with a copy to the Committee.
8. INDEMNIFICATION OF EMPLOYEES: The Towns shall indemnify and hold harmless the employees providing animal control services from any actions, suits, damages or causes of action which may be brought as a result of the negligent acts of the Animal Control Officer/Site

Director, the Committee or their agents or employees while enforcing the Towns' Animal Control Ordinances and the Massachusetts General Laws relative to the keeping of dogs within the confines of Palmer, Ware, Monson, and Warren subject to the limits set out in Massachusetts General Laws chapter 258. To the extent Palmer is deemed liable for any of said employee acts or omissions, the other towns (Ware, Warren, Monson) agree to indemnify and hold harmless the Town of Palmer for such liability

9. PARTICIPATION BY OTHER COMMUNITIES:

- a. Palmer may enter into agreements with other communities to participate in the Program, providing that:
  - i. 1) the Site Director/ACO reasonably determines that he/she has the capacity to expand and include additional communities;
  - ii. 2) each such community agrees to pay the per capita assessment for Services on the same terms and conditions set forth in this Agreement; and
  - iii. 3) the Committee has reviewed and approved the participation of any additional communities to the regional arrangement.
- b. The Towns agree that they will reach out to other communities in the area that might need animal control sheltering services. Notwithstanding the preceding paragraph, the Towns acknowledge that there might be other models through which another community could avail itself of the services provided by the Program. A unanimous vote of the Committee is required for any deviation from Sections 4 and/or 9.a. of this agreement.

10. TERMINATION OF AGREEMENT

- a. It is expressly agreed and understood that each Town shall have the right to terminate this Agreement by giving the Committee and other Towns six (6) months' written notice prior the start of the next Fiscal Year or no later than December 31st. Written notice shall be signed by the chief elected official of their municipality or their designee.
- b. In the event of termination of this Agreement, all originals of documents, data, papers, studies and reports prepared by any employee of the Program, or by any agent, associate, consultant, partner or servant of the Program, prepared under this Agreement, shall become the property of the Committee. Furthermore, such documents must be delivered to the Chairman of the Committee within three (3) business days of a written notice of termination of this Agreement.

11. COST SAVING MEASURES: The Towns agree that they will explore options for reducing the costs of providing the Services and running the program.

12. ASSIGNMENT OR TRANSFER: None of the Towns shall assign or transfer their respective interests in this Agreement without prior written approval of the other Towns thereto.

13. NON-DISCRIMINATION: During the performance of this Agreement, the Towns agree as follows:

- a. In the performance of this Agreement, the Towns will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability family status or national origin. The Towns will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
  - b. In the event any Town's non-compliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and non-compliant Town may be declared ineligible to participate in the Program.
14. **CONFLICT OF INTEREST:** The Towns covenant that they have no interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner of degree with the performance of the services hereunder.
15. **VENUE, CHOICE OF LAW:** The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United State District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.
16. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, the Towns, their agents, employees, officers, servants, consultants and subcontractors shall comply with ordinances, as well as all applicable rules, regulations and licensing requirements, promulgated by all local, state, federal and national boards, bureaus, associations, and agencies.
17. **AMENDMENTS:** This Agreement may be amended by only written instrument signed by the Chief Elected Official and every other Chief Elected Official of each Town, as required by law or charter, necessary to effect a binding agreement.
18. **AUTHORITY TO SIGN AND RECEIPT OF ALL NECESSARY GOVERNMENTAL APPROVALS:** By signing this Agreement, the Chief Elected Officials of each Town or its designee warrants and represents he/she has full authority to act on behalf of his/her Town, and that he/she has obtained all governmental approvals necessary to bind his/her Town to the terms and conditions of this Agreement, including the commitment to pay the annual assessment for the Services and the Program as described in Section 4.
19. **NOTICES:** Any notices, reports and invoices required hereunder shall be sent to the following:

<b>Palmer</b> Town Manager/Town Council 4417 Main Street, Palmer,	<b>Ware</b> Town Manager Town Hall, Suite J 126 Main Street, Ware, MA	<b>Monson</b> Board of Selectmen 110 Main Street, Monson, MA 10157	<b>Warren</b> Board of Selectmen 48 High Street P.O. Box 609 Warren, MA
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MA 01069	01082		01083
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20. ENTIRE AGREEMENT: This Agreement represents the entire and integrated agreement among Palmer, Ware, Monson, and Warren and supersedes all prior negotiations, representations or agreements, either written or oral.

Whereas the Town of Palmer, Monson, Ware, and Warren desire to enter into this Agreement for the efficient operation of Regional Animal Control Sheltering Services, each agrees to these terms as they are in the best interest of each said town.

TOWN of PALMER  
Town Manager

\_\_\_\_\_  
Date \_\_\_\_\_

TOWN of WARE  
Select Board Chair or Designee

\_\_\_\_\_  
Date \_\_\_\_\_

TOWN of WARREN  
Select Board Chair or Designee

\_\_\_\_\_  
Date \_\_\_\_\_

TOWN of MONSON  
Select Board Chair or Designee

\_\_\_\_\_  
Date \_\_\_\_\_



**Memo**

**To:** Board of Selectmen

**From:** Mary L. Midura

**Date:** August 18, 2017

**Re:** Lodging License for Bed & Breakfast at Bird Hill Farm

---

Please see the attached.

This establishment, Bed & Breakfast at Bird Hill Farm, falls under M.G. L. Chapter 140, Section 22. The Business Certificate and related documents were duly filed with public notice in November 2015. The issuance of a lodging license was somehow overlooked at that time.

The annual fee for a Lodging license is \$10. As we are already at the end of August, I will not charge the licensee until renewals are done for 2018 in November-December of this year.

I request your approval of this Lodging license.

Thank you for your consideration,

*Mary L. Midura*



## TOWN OF WARE

### Lodging Application

(MASSACHUSETTS GENERAL LAWS, CHAPTER 140, SECTION 22)

Application is hereby made to the Town of Ware (date): 8/16/17

CORPORATION NAME: DBA B+B at Bird Hill Farm

D/B/A NAME 11

ADDRESS OF ESTABLISHMENT: 145 Church St

TELEPHONE: \_\_\_\_\_

NAME OF MANAGER: Kenneth Chatel

DESCRIPTION OF PREMISES: Bed + Breakfast

If this license is granted, I hereby agree to abide by all of the laws of the Commonwealth of Massachusetts and all rules and regulations of the Ware Board of Selectmen. I understand and accept responsibility of ensuring that these are enforced.

Pursuant to MGL, C. 62C, s. 49A, I certify under the penalties of perjury that I have, to the best of my knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Pursuant to MGL, C. 152, s. 25A, I certify under the penalties of perjury that I have, to the best of my knowledge and belief, complied with the law of the Commonwealth relating to Workers' Compensation Insurance.

8/16/17  
Date

Kenneth Chatel  
Signature of Individual or Corporate name

\_\_\_\_\_  
Corporate Officer and Title (if applicable)

DATE OF PUBLIC HEARING (to be determined): \_\_\_\_\_

Social Security Number or Federal Identification Number: \_\_\_\_\_

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter** LICENSES**140****Section 22** "LODGING HOUSE" DEFINED

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Section 22. "Lodging house", as used in sections twenty-two to thirty-one, inclusive, shall mean a house where lodgings are let to four or more persons not within second degree of kindred to the person conducting it, and shall include fraternity houses and dormitories of educational institutions, but shall not include dormitories of charitable or philanthropic institutions or convalescent or nursing homes licensed under section seventy-one of chapter one hundred and eleven or rest homes so licensed, or group residences licensed or regulated by agencies of the commonwealth.



## TOWN OF WARE

Board of Selectmen  
Town Hall, 126 Main St., Suite J  
Ware, Massachusetts 01082-1386  
Tel. 413-967-9648 EXT. 101

June 20, 2017

Kenneth Chatel  
Bed and Breakfast at Bird Hill Farm  
145 Church Street  
Ware, MA 01082

Dear Mr. Chatel:

It has come to the attention of this office that you are operating the Bed and Breakfast at Bird Hill Farm without a valid Lodging license.

Please see the enclosed application and copy of Massachusetts General Law, Chapter 140, Section 22. Please complete and return the application to this office at your earliest convenience. The application will be placed on the agenda of an upcoming meeting of the Board of Selectmen, and you will be invited to attend the meeting at which the Board of Selectmen will consider approval of this license. The annual fee for a Lodging license in the Town of Ware is \$10.00.

Thank you for your cooperation in this matter. If you have any questions, please call me at 413-967-9648 extension 101. My office hours are Monday – Friday, 8:00 am – 2:30 pm.

Sincerely,

Mary L. Midura  
Executive Assistant to Town Manager

Enclosures

**THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF WARE**

DATE November 4, 2015

In conformity with the provisions of Chapter One Hundred and Ten, Section Five of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

Bed and Breakfast at Bird Hill Farm

is conducted at 145 Church St.

by the following named person(s).

FULL NAME

RESIDENCE

Kenneth Chatel

145 Church St. Ware, MA 01082

Signed

Kenneth Chatel

*The Commonwealth of Massachusetts*

Hampshire ss.

Date November 4, 2015

Personally appeared before me the above named Kenneth Chatel

and made oath that the foregoing statement is true.

A certificate issued in accordance with this section shall be in force and effect for four (4) years from the date of issue and shall be renewed each four (4) years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date: November 4, 2019

Nancy J. Talbot  
Nancy J. Talbot – Town Clerk of Ware, MA



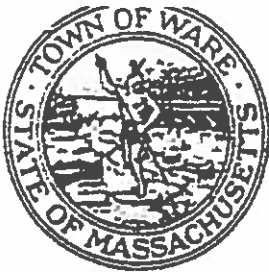
APPLICATION FOR SPECIAL SERVICE OF  
ALCOHOLIC BEVERAGES  
MGL CHAPTER 138, SECTION 14  
TOWN OF WARE

Name: Workshop13 Application Date: Aug 9, 2017  
Contact Phone: 277-6072 Email: marie@workshop13.org  
Effective Date(s) of License: August 26, 2017 SATURDAY  
Hours of Service (In conformity with MGL): 4pm - 9pm  
Event (describe activities): Memorial Event - <sup>for</sup> PERFORMING ARTISTS  
Anticipated Attendance: 50  
Sponsoring Organization: Workshop13  
For Profit: ☒ Beer & Wine (only) Non Profit: All Alcoholic ☐ Beer & Wine ☐  
Address (include Street & Number): 13 Church St., Ware, MA 01082  
Names of All Servers (bartenders) for this event: Marie Lauderdale  
Estimated Number of Attendees 50-60  
Crowd Control Manager Roc Goudreau  
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.#: 10237598

Fire Inspection  
Date: Dec 5, 2014

Building Inspection  
Date: Dec 5, 2016

Date Received: <u>8/14/2017 (Bos)</u> ✓	Insurance Certificate: <u>ON FILE</u> <u>EFFECTIVE TO</u> <u>7/9/2018</u> ✓
Application Fee: <u>\$25</u>	
Action Taken: <u>✓ Approved</u> Denied	Date: <u>08-17</u> <u>11</u>
Police Chief Review and Action <u>Shawn Crevier</u> Kenneth Kovach, Acting Police Chief Shawn Crevier Police Chief	



## TOWN OF WARE

### SPECIAL EVENT PERMIT APPLICATION

(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: Doggy Dip & Dive Event Producer: Friends of Ware Dog Park

#### Primary Contact Information:

Primary Contact Name: Brandy Bruso Fax: N/A

Non-Profit Organization / Event: Yes ☐ No ☒

Day Phone: 413-277-0022 Cell Phone: 318-349-7161

E-mail: brandybruso123@gmail.com Website: N/A

#### Event Information:

Event Address / Location: Reed Pool

Starting Date: 8/26/17 Time: 10:00 AM Ending Date: 8/26/17 Time: 4:00 PM

Total attendance expected: 75 dogs Rain plan: N/A

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.

This event (Doggy Dip & Dive) is an event in which dogs will use the town pool to swim & play. After the pool is closed to humans, but before it's drained for the year, we are looking to make it ~~available~~ available to dogs that are registered & up-to-date on their rabies vaccine. We are looking for vendors to participate. This event is being sponsored by The Friends of the Ware Dog Park.

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

I, Brandy Bruso, a representative from Friends of Ware Dog Park does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Reed Pool located at West Main St, 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 Friends of Dog Park), 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 Reed Pool, Friends of Ware Dog Park does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its 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 Doggie Dip + Dive use of Reed Pool.

Reed Pool 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 Reed Pool for Doggie Dip + Dive. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 8th day of August, 2017, on behalf of Friends of Ware Dog Park by Brandy Bruso, its President.  
X Brandy Bruso Date: 8.8.17  
Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

**\*\*This application packet (the checklist and the permit application) must be brought in person to each department for sign-offs - Community Development/Parks MUST be approved first. Once all sign-offs have been received, this application packet must be returned to the Licensing Board Clerk in the Town Clerk's Office for final approval.\*\***

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

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

Community Development/Parks

[Signature]

Date: 7/26/2017

Health Department

[Signature]

Date: 8/8/17

All food vendors must obtain Mobile Food permits from both

Department of Public Works

N/A

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

Building Inspections

N/A

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

Building/Grounds Maintenance

[Signature]

Date: 7/26/2017

Fire Department

[Signature]

Date: 8-3-2017

Police Department

[Signature]

Date: 08-07-17

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



## TOWN OF WARE

### SPECIAL EVENT PERMIT APPLICATION

(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: **BLOCK PARTY**

Event Producer: **TRINITY EPISCOPAL CHURCH**

Primary Contact Information:

Primary Contact Name: **REV. MARY E. ROSENDALE**

Fax: **(413) 977-0414**

Non-Profit Organization / Event: Yes **X** No

Day Phone: **(413) 967-6100**

Cell Phone: **(970) 640-6461**

E-mail: **RECTOR@TRINITY3N1.ORG**

Website: **TRINITYWARE.ORG**

Event Information:

Event Address / Location: **17 PARK STREET, WARE, MA 01082**

Starting Date: **09/16/2017** Time: **12:00 PM** Ending Date: **09/16/2017** Time: **4:00 PM** **SATURDAY**

Total attendance expected: **100** Rain plan: **RAIN OR SHINE EVENT**

List any streets to be closed for special event: **PARK STREET TO THE CORNER OF PLEASANT STREET**

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

**FREE EVENT FOR THE NEIGHBORHOOD AND COMMUNITY TO INCLUDE: FOOD, NON-ALCHOHOL BEVERAGES,**

**DOOR PRIZES, LIVE MUSIC AND ACTIVITIES FOR CHILDREN. ACTIVITIES MAY INCLUDE FACE PAINTING,**

**DUNK TANK "DUNK THE RECTOR" (NO CHILDREN WILL BE DUNKED), BOUNCE HOUSE IF PERMITTED AND**

**CLOWNS ASSISTING WITH BALLOON SHAPING. WARE POLICE DEPARTMENT INTEND SETTING UP A BOOTH AT**

**THE EVENT.**

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

I, Rev. Mary Rosendale, a representative from TRINITY EPISCOPAL CHURCH, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely PARK STREET TO CORNER OF PLEASANT ST. located at PARK/PLEASANT ST., 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 TRINITY EPISCOPAL CHURCH) 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 PARK/PLEASANT ST. CORNER, <sup>ON</sup> 9/16/2017 (DATE) does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its 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 TRINITY EPISCOPAL CHURCH use of PARK/PLEASANT ST. CORNER. TRINITY EPISCOPAL CHURCH 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 PARK/PLEASANT ST. CORNER. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 10 day of AUGUST, 2017, on behalf of TRINITY EPISCOPAL CHURCH by \_\_\_\_\_, its \_\_\_\_\_.

X Rev. Mary Rosendale

Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

Date: 8/16/17

**\*\*This application packet (the checklist and the permit application) must be brought in person to each department for sign-offs - Community Development / Parks MUST be approved first. Once all sign-offs have been received, this application packet must be returned to the Licensing Board Clerk in the Town Clerk's Office for final approval.\*\***

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

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

<del>Community Development/Parks</del> <u>PARKS + REC</u>	<u>N/A</u>	Date: _____
Health Department	<u>Betty Bass</u>	Date: <u>8/9/17</u>
<u>Food permits provided</u>		
Department of Public Works	<u>Shirley Kellard</u>	Date: <u>8-7-17</u>
Building Inspections	<u>[Signature]</u>	Date: <u>8/7/17</u>
Building/Grounds Maintenance	<u>N/A</u>	Date: _____
Fire Department	<u>[Signature]</u>	Date: <u>8/7/2017</u>
Police Department	<u>[Signature]</u>	Date: <u>08-07-17</u>
		# of Officers (if applicable) _____
Licensing Board	<u>SELECTMEN</u>	Date: _____

TOWN OF WARE  
BOARD OF SELECTMAN

APPLICATION FOR THE CONDUCT OF A "TOLL ROAD"

Ware Fire Department  
Name of Organization  
200 West St  
Address  
\_\_\_\_\_  
Date Organization Established

Chairperson/Person in Charge:

Name Jake Perron Title Firefighter/EMT-B  
Address 347 Palmer Rd Telephone # 413-544-3777  
Email Perron913@gmail.com  
Date Requested 9/17/17 SUNDAY Alternate Date \_\_\_\_\_  
Time Requested 8 a.m. to 12 p.m.  
Purpose MDA Boot Drive

Number of Participants Unknown (Please attach a separate paper listing names, addresses and ages of all participants.)

Attached herewith is a certificate of insurance for the event which designates the Town of Ware as an additional named insured for the event.

I have been provided with a copy of the "Toll Road Policy and Map" and am aware of the requirements associated with its provisions of conduct.

Jacob Perron  
Signature of Chairperson/Person in Charge

8/9/17  
Date

Application Approved by Board of Selectmen on \_\_\_\_\_

\_\_\_\_\_  
Clerk to Board of Selectmen

cc: Toll Road Approved Applications File  
Police Department  
Fire Department

# WARE FIRE DEPARTMENT PHONE LIST

NAME	ADDRESS	CELL	PHONE NUMBER
Barnett, Ryan	2 ½ Anna Street	413-426-8082	967-3743
Bateman, Ryan	181 West St.	774-200-9761	
Beaulieu, Christopher	19 Oakridge Cir	413-519-4133	
Becker, Jacqueline	5 High Street	413-519-4012	967-7612
Boulrice, Jeremy	44 Bacon Rd	413-695-4423	277-0439
Busigo, Anthony	250 West St Apt 24	413-275-6170	
Coulombe, Brian	13 Storrs Street	413-687-2644	277-0659
Coulombe, Kathleen	116 Church Street		967-5774
Coulombe, Thomas	116 Church Street		967-5774
Dilboy, Rebecca	29 East Main apt 11 W. Brookfield	774-200-5181	436-5781
Edgar, David	80 Greenwich Rd	413-461-6291	
Eurkus, Summer	110 Bondsville Road	413-250-9859	
Fandrey, Laura	5 Meadow Heights	413-348-7953	
Faucher, Eric	3 Eddy Court	413-262-6910	967-0982
Faucher, Kaitlyn	16 Eddy Street	413-668-7579	
Flynn, Sean	44 East Street	413-544-9265	
Frydryk, Michael		413-668-7995	
Gagnon, Christopher	19 Woodland Heights	413-374-8489	967-3548
Gambino, David	16 Eddy Street	413-813-5426	
Harper, Dakota	2 Mountain View Drive	413-668-6655	967-6565
Johnson, Frank	187 Pine St, Wheelwright	978-257-1991	477-6240
Lagimoniere, Mark	5 Warebrook Village		413-519-7918
Lynch, Mark	87 Osborne Road		967-9425
McNamee, Dolan	12 Laurel Drive	413-687-8064	277-0324
McNeaney, Jason	20 Gould Rd	413-668-6042	967-7088
Martinez, James	4 Walter Drive		967-9680
Murphy, Lonny	80 Church Street	413-219-6362	
Perron, Jacob	347 Palmer Rd	413-544-3777	
Perron, John	PO Box 110, Warren	413-250-1799	
Powers, David	145 East Street	413-627-3246	967-8074
Quink Edward	12 Towne St	413-530-4314	
Reardon, John	8 School Street	774- 974-4312	
Russell, Ned	PO Box 496, W. Warren	413-246-0835	436-8308
Russell, Paul Jr	16 Pinecrest Circle	413-687-1722	967-0219
Swett, Eric	61 Highland Street	413-478-0932	277-9654
Taylor, Melissa	61 Shoreline Drive	413-627-3220	
Wloch, Edward	47 Gould Road	413-284-7200	967-6102
Zacharie, Jeffrey	9 Fourth Avenue	413-813-9072	277-0050

Rev. Charles Taylor, Chaplain

413-522-1605

(Updated 7/11/17)

TOWN OF WARE  
BOARD OF SELECTMAN

APPLICATION FOR THE CONDUCT OF A "TOLL ROAD"

KNIGHTS OF COLUMBUS COUNCIL #183

Name of Organization

126 WEST MAIN ST, WARE, MA 01082

Address

1/1/1890

Date Organization Established

Chairperson/Person in Charge:

Name DANIEL FLYNN Title COORDINATOR

Address 126 W MAIN ST WARE, MA Telephone # 413-297-5886

Email SCOUTDAD281@CHARTE2.NET

Date Requested OCT 7, 2017 Alternate Date \_\_\_\_\_

Time Requested 8 AM to 12 NOON

Purpose TO COLLECT DONATIONS FOR ANNUAL

TOOTSIE ROLL DRIVE TO RAISE FUNDS

FOR DISADVANTAGED CHILDREN, LOCAL

Number of Participants 8 (Please attach a separate paper listing names, addresses and ages of all participants.)

Attached herewith is a certificate of insurance for the event which designates the Town of Ware as an additional named insured for the event. (ON FILE)

I have been provided with a copy of the "Toll Road Policy and Map" and am aware of the requirements associated with its provisions of conduct.

[Signature]  
Signature of Chairperson/Person in Charge

8/16/17  
Date

Application Approved by Board of Selectmen on \_\_\_\_\_

\_\_\_\_\_  
Clerk to Board of Selectmen

cc: Toll Road Approved Applications File  
Police Department  
Fire Department



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

I, Jennie Simmons, a representative from Ware Domestic Violence Task Force does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Veterans Park located at Main St., 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 WDVTF), 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 Veterans Park, WDVTF does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its 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 WDVTF's use of Veterans Park. WDVTF 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 Veterans Park. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 2<sup>nd</sup> day of August, 20 17, on behalf of WDVTF by Jennie Simmons, its Walk Coordinator.  
X Jennie Simmons Date: 8/2/17  
Signature of the agent duly authorized by the Special Event Permit applicant to bind it

**\*\*This application packet (the checklist and the permit application) must be brought in person to each department for sign-offs - Community Development / Parks MUST be approved first. Once all sign-offs have been received, this application packet must be returned to the Licensing Board Clerk in the Town Clerk's Office for final approval. \*\***

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

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

Community Development/Parks

J. M. Punt

Date: 8/2/17

Health Department

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

Department of Public Works

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

Building Inspections

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

Building/Grounds Maintenance

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

Fire Department

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

Police Department

Phan Cron

Date: 08-10-17

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

**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.
- ☐

**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.

**Health Department** (967-9648 x110) Town Hall, 126 Main Street  
Office Hours: Monday through Friday from 8:30am 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.

**Board of Selectmen** (967-9648 x1010) 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.

**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

*We welcome any and all officers who would like to participate!*

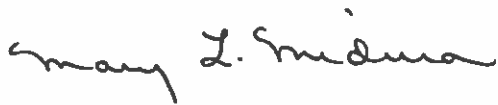
July 10, 2017

Board of Selectmen  
126 Main Street  
Ware, MA 01082

Dear Selectmen:

I would like to be considered for a term on the Ware Historical Commission. I look forward to this opportunity to further serve the Town of Ware.

Sincerely,

A handwritten signature in cursive script that reads "Mary L. Midura". The signature is written in dark ink and is positioned above the printed name and address.

Mary L. Midura  
1 Laurel Drive  
Ware, MA

To whom it may concern:



I am writing this letter with the intent to be appointed to the Zoning Board of Appeals. I have experience in the construction of commercial and residential buildings that I can use to help discern the difference between want and necessity, along with multiple positions on various boards and committees during my collegiate career. I am interested in this positions to help the town grow and expand to be a better place, and to inject my youthfulness and energy into the administration of this town and to show others in my generation that the best way to enact change is to act.

Thank you for the time and consideration and I look forward from you.

Andrew Choquette

73 North Street

Ware, Ma 01082

## **Andrew Choquette**

73 North Street, Ware MA 01082 –413-687-8967–  
Andrew.choquette@kellyfradet.com

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### **Experience**

#### **Outside Sales**

Kelly-Fradet Lumber, East Longmeadow MA

April 2016-Present

Read and interpret blue prints

Organize and manage projects

Assist homeowners and builders through the building process

Exceed sales metrics

#### **Millwork Specialist**

Lowe's, Ware Ma

Dec 2011 – April 2016

Exceed sales metrics

### **Education**

**Ware Public schools Class of 2010**

**Worcester State University**

### **Communication**

Above average Microsoft office skills, cold calling, brainstorming

### **Leadership**

Worcester State Pride Alliance- Various Positions (President, VP, and Treasurer)

Lowe's Voice Team- Help increase job satisfaction, plan and organize community projects (Grenville Park Playground, Veteran's Park Playground, Petersham Landscape Sweepstakes)

Boy Scouts of America Troop 201- Assistant Scoutmaster, Junior Assistant Scoutmaster, Senior Patrol Leader, Patrol Leader



Town of Ware  
Application for Appointment to  
Boards and Committees

Name: ELIZABETH CALVERT  
Address: 24 Cottage St  
Email: bcalvert256@yahoo.com  
Home Phone: 4138347655 Work: \_\_\_\_\_ Cell: ←  
Occupation: recovery specialist Years lived in Ware: 5  
Ware Resident: (Yes) No + former journalist

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	

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

(attach additional sheet or resume if desired)

resume attached  
I have a degree in public administration + covered  
municipal government for many years for the Republican.  
I have also been a car government contract auditor for social  
services

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

Elizabeth Calvert

Date

8/3/17

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).

## ELIZABETH M. CALVERT

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24 Cottage St. \* Ware, MA 01082 \* (413) 834-7655 \* [bcalvert256@yahoo.com](mailto:bcalvert256@yahoo.com)

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### RELATED WORK

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#### **Cornerstone, Ware, MA**

*Recovery Specialist, current*

Opening new program assisting young women in recovery from opiate and other addictions.

#### **Way Finders (HAPHousing) Springfield, MA**

*Quality Assurance/Compliance Specialist and Case Manager 3/15/2015-4/14/2017*

Designed and executed audit systems for Massachusetts Emergency Assistance shelter programs, Homebase stabilization programs, and Residential Assistance to Families in Transition (RAFT). Handled case load of clients in assessment for housing crisis.

Designed and conducting high successful daily sessions in financial literacy for clients.

Trained staff in methods to maintain compliance with state scope of services in a variety of state and city funded programs. Designed reporting systems for supervisors. Improved tracking of spending of state grant program.

#### **Community Renewal Team, Hartford, CT.**

*Quality Assurance/Compliance Specialist.* Assessed fiscal and programmatic compliance with government contracts in mental health, supportive housing, post-incarceration programs, and general case management for low income residents of Hartford. Designed new analytic tools. Wrote audit reports. Interviewed program managers on issues with compliance.

#### **Springfield Public Schools, Springfield, MA, Grant Writer and Researcher.**

Researched new grant opportunities for a major urban k-12 district. Tracked federal and state grant opportunities to urban school districts. Coordinated district-wide response to grant opportunities. Designed grant response protocols. Wrote and edited proposals.

**Contributions:** Prevented loss of \$500,000 grant by negotiating new terms with state Department of Education. Established central repository of grant opportunities and district response. Created grants calendar.

#### **University of Massachusetts Medical School**

*Grant Researcher/Proposal Writer/Communications Specialist.*

Found grant sources, wrote grant proposals for health care research and service programs. Interviewed scientists, clinicians and other program providers about program design, research, project implementation, financing, management and evaluation. Communicated with foundation staff about grant opportunities and progress. Assisted in program design and evaluation. Wrote communications to potential donors on special projects. Learned in-house web programming language to update website for Corporate and Foundation Relations.

***Selected Contributions:*** Connected epidemiologist with a medical transport non-profit for delivery of cancer meds to Africa; Wrote white paper on breast computed tomography that has been used to raise \$525,000; Raised \$50,000 with grant for breast cancer surgery fellowship. Wrote proposals raising \$100,000 for anti-obesity projects with foster children, for controlling asthma in poor children, for injury prevention.

**The Republican**, Springfield, Ma.

*Reporter*

Covered science journalism, courts, government, public policy, features, technology.

***Contributions:*** Kept local community highly informed and engaged in public debate on university research and higher education, local schools, technology, public works, courts, crime and business. Known for covering complex topics in engaging comprehensible fashion.

## EDUCATION

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University of Wisconsin, Madison

*M.A., Public Policy and Administration*, fellow

Macalester College

*B.A., Political Science/Environmental Studies*, with honors

## REFERENCES (details available on request)

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Toni Bator

Former supervisor, Director Housing Consumer Education Center  
Way Finders

Angel Middleton, former supervisor, Compliance Department,, Way Finders

Monica Escobar Lowell

V.P. Community Relations, UMass Memorial Health Care

Marianne Felice, MD

Principal Investigator, National Child Study

Former faculty at UMass Medical School

Former Physician-in-Chief Children's Medical Center of UMass Memorial Medical Center