



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Notice Agenda – Tuesday, July 20, 2021 at 7:00 p.m.

6:00 p.m. – Executive Session: M.G.L. Chapter 30A, Section 21 (a) #2 Negotiations, #3 Collective Bargaining

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

Meeting Opened

Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- **Approval of July 6, 2021 Meeting Minutes**
- **Special Event Permit Application: Ware Lions Club Presents Fireworks and Band Concert, Saturday, August 14, 2021 @ Grenville Park**
- **Special Event Permit Application: Workshop 13 Presents Rock the Park, Saturday, August 28, 2021 @ Grenville Park**
 - **Application for One-Day Liquor License: The Beer Guy LLC, Saturday, August 28, 2021**
 - **Application for One-Day Liquor License: Hardwick Winery, Saturday, August 28, 2021**
 - **Application for One-Day Liquor License: Workshop 13, Saturday, August 28, 2021**

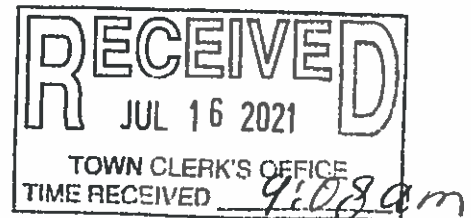
Scheduled Appearances

Old Business

- **Review of Hardwick Ambulance Agreement**
- **Approval of Regional Animal Control Agreement**

New Business

- **Approval of Use of Ludlow Retention Facility**
- **HCA: Green Venture LLC**
- **Approval of PILOT Agreement: Canadian Tree Solar Project**
- **Review and Approval Town Policies Sections 5 and 6**
- **Coronavirus Local Fiscal Recovery Fund (CLFRF)**
- **Report from Water Resources Committee**



Comments and Concerns of Citizens

Town Manager Report

Adjournment



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

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Meeting ID: 784 604 1861

Passcode: 01082

Phone: 929-205-6099

Present: Selectman John J. Morrin, Selectman Thomas H. Barnes, Selectman, Selectman Caitlin M. McCarthy, Town Manager Stuart Beckley, Executive Assistant Mary L. Midura, Ware River News Reporter Paula Ouimette

Absent: Selectman Keith J. Kruckas, Selectman Nancy J. Talbot

Present via Zoom: Rob Watchilla, Planning Department

Meeting Opened by Vice-Chairman Morrin at 7:00 p.m.

Opening Remarks, Announcements, and Agenda review by Chair

Selectman McCarthy noted that youth football signups can be done by calling Josh Kusnierz at 687-4714 or in person on Wednesday. Selectman Morrin noted the concerts in the Park begin this week, and National Night Out will be on August 3 (no Board of Selectmen meeting that night). Selectman McCarthy noted the Food Pantry date of July 20.

Consent Agenda

- **Approval of June 15, 2021 Meeting Minutes**

Selectman Barnes made the motion to approve the minutes. Selectman McCarthy seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

Tabled to July 20, 2021:

- **Special Event Permit Application: Ware Lions Club Presents Fireworks, Saturday, August 14, 2021 @ Grenville Park**
- **Special Event Permit Application: Workshop 13 Presents Workshop 13's Rock the Park, Saturday, August 28, 2021 @ Grenville Park**
- **Audit Process**

Mr. Beckley noted the letter from Mr. Scanlon and his suggestion for the Board to ask for specific items. Selectman Barnes noted a previous suggestion to have a fresh set of eyes look at the books. The Board can discuss again soon.

Scheduled Appearances

- **7:05 p.m. Public Hearing: Application for New License \$15 Package Store, Wine and Malt Beverages, Stevens Strong LLC d/b/a It's Wine O'Clock, 164 B West Street, Ware, MA**

Vice-Chairman Morrin read the notice of the public hearing. Melissa and David Stevens were present for the application. Ms. Stevens read a statement noting her education and experience in the industry. The owners hope to hold wine tastings and events to benefit the community.

Selectman McCarthy made the motion to approve the application for a New License \$15 Package Store, Wine and Malt Beverages, Stevens Strong LLC d/b/a It's Wine O'Clock, 164 B West Street, Ware, MA. Selectman Barnes seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

Clerk's note: The application is now sent to the Alcoholic Beverages Control Commission for final approval.

Old Business

- **Review of Ambulance Agreement, Hardwick**

Selectman Barnes made the motion to Table to July 20, 2021. Selectman McCarthy seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

New Business

- **Approval of Use of Ludlow Retention Facility**

Selectman McCarthy made the motion to Table to July 20, 2021. Selectman Barnes seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

- **Approval of Year End Budget Transfers**

Selectman Barnes made the motion to approve the year end budget transfers. Selectman McCarthy seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

Comments and Concerns of Citizens

Resident Gary Aiken asked what options are for the pool, suggesting a splash pad. He said over 150 people have contacted him to ask.

Selectman McCarthy noted the Parks Commission meeting scheduled for Monday, July 12. She noted the

pool is closed for safety reasons. Mr. Aiken questioned a possible town beach, noting he does not know the legalities involved. Selectman Morrin noted he was previously on the Parks Commission. Mr. Beckley stated there is a process, including possible temporary measures, and an assessment must be done.

Resident Sandra Piechota stated the pool was a donation 85 years ago, and every year there is something wrong. She noted the need for the children to have swim lessons and a place to enjoy. She asked if grants have been considered for the pool, as the dog park received a grant. Ms. Piechota noted her son in California and his classmates would like to donate to this, and it needs to be known what the costs are.

Resident Matthew Piechota stated the Governor has money and our representatives need to work on this situation. Selectman Barnes noted that he is on Conservation Commission, and ground water has come up under the pool.

Selectman McCarthy noted her work on a year-round youth center. She noted a shortage in lifeguards for the pool, and a need for swim lessons for the children. She stated she will not let this go, and she will attend the meeting of the Parks Commission. She invited concerned residents to attend on July 12.

Mr. Piechota questioned why call boxes were removed but the wires still are not taken down. Mr. Beckley noted he would talk to the Chief about use of a bucket truck.

Selectman Barnes asked about the underpass; Mr. Beckley noted the design may be another four weeks. Vice-Chairman Morrin suggested a committee for the Comcast contract. Mr. Beckley noted the Board might consider a Smart tv with sound and zoom. Mr. Beckley also noted the opioid lawsuit is moving forward.

Resident Alex Bergeron asked the progress of the Hardwick Ambulance Agreement; this topic will be discussed on July 20, 2021.

Town Manager Report

Dates

National Night Out, August 3. No Board meeting. 6-8 p.m. at Grenville Park
Fireworks, August 14

Reed Pool. Due to safety conditions and major structural deteriorations, it is not feasible or safe to open the Reed Pool at this time. The Parks Commission and Town are looking into different options moving forward, both for this summer and for the long-term. These include temporary spray pads and off-site swim lessons. We will let all know as opportunities become available. Long-term, the pool will need replacement. Based on a public survey last year, there is strong support for having a pool and a spray park. Additionally playground improvements are needed. In discussing with the Parks Commission, the proposed process would be to have an assessment done of the Reed Pool, fund designs for the pool and area, possibly considering other sites, and to move forward with construction and improvements. There are grant funds available (recreation, climate change, American Recovery Act) that could be used for these purposes. The pool is over 80 years old and has required extensive fiberglass and mechanical repairs in recent years.

Personnel – The Town has open postings for Truck Driver, Planner, Executive Assistant, and Principal Assessor. We are finalizing the posting for DPW director. Interviews for all positions will start in the near future.

Work on hazardous tree removal and the disposal of tree waste at Robbins Road will commence in early July with funds appropriated by Town Meeting.

Senior Center – Still waiting on dampers to arrive in order to make repair. Center will open Tuesday for activities.

Construction on Main Street was very productive as the panels and poles for the traffic lights were installed. Ludlow Construction will be off this coming week, but next week will begin roadwork.

Departments will review needs/requests for use of ARPA funds on Wednesday. Suggestions and needs will be brought before the Board of Selectmen.

Adjournment

Selectman Barnes made the motion at 7:42 p.m. to Adjourn. Selectman McCarthy seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 2 Absent (Selectman Kruckas, Selectman Talbot).

Attest: _____
Mary L. Midura
Executive Assistant to Town Manager

The next meeting of the Board of Selectmen is July 20, 2021

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 01082

APPLICATION PACKET MUST BE RECEIVED NO LATER THAN 30 DAYS PRIOR TO THE EVENT.

Event Name: FIREWORKS Event Producer: WARE LIONS CLUB

Primary Contact Information:

Primary Contact Name: JOHN CARROLL Fax: _____

Non-Profit Organization / Event: Yes X No _____

Day Phone: 413 - 335 - 2474 Cell Phone: _____

E-mail: _____ Website: _____

Event Information:

Event Address / Location: GRENVILLE PARK

Starting Date: 8/14/21 Time: 4:00PM Ending Date: 8/14/21 Time: 12:00AM

Total attendance expected: 3,000 Rain plan: 8/15/21

List any streets to be closed for special event: _____

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

FIREWORKS, BAND CONCERT TO 9:30PM, FOOD VENDORS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

DSP Insurance
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT NAME: John Adams

PHONE (A/C, No, Ext): 1-800-316-6705

FAX (A/C, No): 847-934-6186

E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Ware Lions Club
Ware, Massachusetts

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDOG71445999	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		ISAH25314141	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Band Concert/Firework Display

*** Ware Parks Commission ***

is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

Town of Ware
126 Main St.
Ware, Massachusetts 01082

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 01082

APPLICATION PACKET MUST BE RECEIVED NO LATER THAN 30 DAYS PRIOR TO THE EVENT.

Event Name: Workshop 13's Rock the Park
- a music festival

Event Producer: Workshop 13

Primary Contact Information:

Primary Contact Name: Lisa DiMarzio Fax: _____

Non-Profit Organization / Event: Yes ☒ No ☐

Day Phone: _____ Cell Phone: 413 896 6862

E-mail: lisadimarzio@vme.com Website: _____

Event Information:

Event Address / Location: Grenville Park, Ware

Starting Date: 8/28/21 Time: 4:00 PM Ending Date: 8/28/21 Time: 10:00 PM

Total attendance expected: 500 Rain plan: no rain date 8/29?

List any streets to be closed for special event: _____

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

Beer garden. The beer guy LLC > setup on tennis court area - validate person entering area is 21, colored band - alcohol can be taken outside of gated area.
3 Food Trucks, Popcorn Vendor, Tree House on top
Event - 4 - 10 pm - 4pm - Single Performer.
5-6:30 Wicked Bisquit, 7-10pm Livid (full band)
Considered tent up tables
This event would be general admittance, no entry fee (smaller event than we discussed for 2020)

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

I, USA DiMarzio, a representative from Workshop13, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Grenville Park located at Church 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 _____), 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 Grenville 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 _____ 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 June, 2021, on behalf of Workshop13 by USA DiMarzio, its representative.
X [Signature] Date: 6/8/2021
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-offs. 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 & Recreation

[Signature]

Date:

7/8/21

Health Department

[Signature]

Date:

7/7/21

Department of Public Works

[Signature]

Date:

6/9/21

Building Inspections

[Signature]

Date:

7/7/2021

Fire Department

[Signature]

Date:

7/8/2021

Police Department

[Signature]

Date:

7-7-2021

of Officers (if applicable)

3



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

Name: Thebeerguy11c DAVID CAPRIATI Application Date: 7/8/21
Contact Phone: 413 923 4894 Email: Thebeerguy11c@yahoo.com
Effective Date(s) of License: AUG 28
Hours of Service (In conformity with MGL): 4:30pm - 10pm
Event (describe activities, service of food): MUSC Event & ART FeST
Anticipated Attendance: _____
Sponsoring Organization: WORKSHOP 13 WARE
Non Profit: All Alcoholic (\$50) _____ Beer & Wine (\$30) ☒ (For-Profit, Beer & Wine Only)
Address (include Street & Number): Town of Ware Greenville Park
73 Church St Ware
Names of All Servers (bartenders) for this event: DAVID CAPRIATI
Estimated Number of Attendees: 500
Crowd Control Manager: LISA DIMARZO
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: _____
Social Security # or Federal ID #: _____
Fire Inspection Date: _____ Building Inspection Date: _____
82-3240444

Date Received: 7/8/2021

Insurance Certificate: 3/9/2022

Application Fee: \$30

Action Taken: Approved _____ Denied

Date: 7-8-2021

Police Chief Review and Action

Shawn Crevier
Police Chief Shawn Crevier



THEBEER-01

GMARSZALEK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First American Insurance Agency PO Box 147 Chicopee, MA 01021	CONTACT NAME:	PHONE (A/C, No, Ext): (413) 592-8118	FAX (A/C, No): (413) 592-0995
	E-MAIL ADDRESS:		
INSURED The Beer Guy LLC 21 Mountain View Street South Hadley, MA 01075	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hospitality Mutual Ins. Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Liquor Liability		00118840LL	3/9/2021	3/9/2022	E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		00118840LL	3/9/2021	3/9/2022	Occurrence 250,000
						Aggregate 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

D90987

Related License:
THE BEER GUY

ABCC License Number: TR-LIC-006407
License Type: Transportation Permit

Approved by the Alcoholic Beverages Control Commission on March 26, 2021

Jean M. Lorigio
Jean Lorigio, Chairman

Crystal Matthews
Crystal Matthews, Commissioner

Deborah A. Baglio
Deborah Baglio, Commissioner

License Number: **TR-LIC-006407**

Record Number: **2021-000034-TR-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2021 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

S87924

Related License:
THE BEER GUY

ABCC License Number: TR-LIC-006407
License Type: Transportation Permit

Approved by the Alcoholic Beverages Control Commission on March 26, 2021

Jean M. Lorigio
Jean Lorigio, Chairman

Crystal Matthews
Crystal Matthews, Commissioner

Deborah A. Baglio
Deborah Baglio, Commissioner

License Number: **TR-LIC-006407**

Record Number: **2021-000034-TR-REN**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2021 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

Sincerely,



Adam F. Chafetz
HCI President

ID#: 5486524 Name: DAVID J CAPRIATI
Exam Date: 5/7/2021 Expiration Date: 5/7/2024



On Premise

CERTIFIED

Issued: 6/9/2021
ID#: 5486524

Expires: 5/7/2024

DAVID J CAPRIATI
21 Mountain View St
South Hadley, MA 01075-2133

For service visit us online at www.gettips.com
TIPS Trainer: Michael Zucco, 32510





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

Name: HARDWICK WINERY Application Date: 7/13/21
Contact Phone: John T. Samak Email: John@HardwickWinery.com
Effective Date(s) of License: Aug. 28th. 2021
Hours of Service (In conformity with MGL): 4-10 pm
Event (describe activities, service of food): Sell wine by Glass + wine slushy
Anticipated Attendance: 500
Sponsoring Organization: Workshop 13
Non Profit: All Alcoholic (\$50) Beer & Wine (\$30) ☒ (For-Profit, Beer & Wine Only)
Address (include Street & Number): Greenville Park.
Names of All Servers (bartenders) for this event: John Samak Melissa Cahalen
Estimated Number of Attendees: 500
Crowd Control Manager: LISA DIMARZIO

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: [Signature]
Social Security # or Federal I.D. #: 27-7271920

Fire Inspection
Date: _____

Building Inspection
Date: _____

Date Received: 7/13/2021

Insurance Certificate: 12/18/2021

Application Fee: \$ 30

Action Taken: Approved Denied

Date: 7-13-2021

Police Chief Review and Action

[Signature]
Police Chief Shawn Crevier



Report Claims Immediately by Calling*

1-800-238-6225

*Speak directly with a claim professional
24 hours a day, 365 days a year*

***Unless Your Policy Requires Written Notice or Reporting**



AGRIBUSINESS WINERY INSURANCE POLICY

A Custom Insurance Policy Prepared for:

**HARDWICK VINEYARD AND WINERY
LLC & JOHN SAMEK
3305 GREENWICH RD**

HARDWICK

MA 01082

Presented by: AGRI INS MGMT SVCS



One Tower Square, Hartford, Connecticut 06183

**COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS**

POLICY NO.: 700-7R411491-PHX-20
ISSUE DATE: 12-22-20

INSURING COMPANY:
THE PHOENIX INSURANCE COMPANY

DECLARATIONS PERIOD: From 12-18-20 to 12-18-21 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit (any one premises)	\$ 100,000
Medical Expense Limit (any one person)	\$ 10,000

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: LLC

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE
PART ARE ATTACHED AS A SEPARATE LISTING.**

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c.—Liquor Liability of COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I—Coverages) does not apply.



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

Name: Workshop13 Application Date: 07/13/2021

Contact Phone: 413-277-6072 Email: info@workshop13.org

Effective Date(s) of License: August 28, 2021 with a rain date of Sunday, August 29, 2021

Hours of Service (In conformity with MGL): 4pm - 10pm

Event (describe activities): Rock the Park, a Workshop13 music event

Anticipated Attendance: 300

Sponsoring Organization: _____

For Profit: Beer & Wine (only) Non Profit: All Alcoholic _____ Beer & Wine X

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

Names of All Servers (bartenders) for this event: Names to be provided prior to the event.

Estimated Number of Attendees 300

Crowd Control Manager - Workshop13 Staff, Ware Police Department will be present.

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: Lisa DiMarzio

Social Security # or Federal I.D.#: _____

Fire Inspection

Date: _____

Building Inspection

Date: _____

Date Received: 7/13/2021

Insurance Certificate:

Application Fee: \$ 30

Action Taken: Approved Denied

Date: 7-13-2021

Police Chief Review and Action

Shawn Crevier
Shawn Crevier, Police Chief

Midura, Mary

From: DiMarzio, Lisa <LDiMarzio@CountryBank.com>
Sent: Tuesday, July 13, 2021 2:59 PM
To: Midura, Mary; 'marie@workshop13.org'
Subject: Insurances & Permit application
Attachments: BW Permit event 08 28 2021.pdf

CAUTION: This email originated from outside of the Town of Ware organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mary,

Attached is the application for a beer/wine license for the Rock the Park event. At this time we intend to serve beer only. I will need to provide you with the name of the servers prior to the event (at minimum 5 days prior).

My notes from the last event stated that we needed two insurances policies. Is the following correct?

- A policy for the special event - needs \$1m per occurrence, and Town of Ware should be listed as Additional Insured on the coverage.
- A policy for the one-day application in the amount of \$250,000 for liquor liability.

Please let me know if you think of anything else that I need.

I've been sending everyone to you, Stephen, and Anna and I hope that they have been making their way in to submit the required applications.

- The Beer Guy LLC (Dave) and his food guy Tony.
- Rob/Colleen Mucha for Kettle Corn cart
- Hardwick Winery (John) for Slushies and Sangrias
- Rustic Fusion (Chris, Food Truck out of Belchertown. Stephen is familiar with him)

Thank you for your assistance!

Lisa



Lisa DiMarzio
Vice President Compliance
Phone. 413-277-2017
Toll Free. 800-322-8233
15 South St. | Ware, MA 01082
ldimarzio@countrybank.com



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

An Agreement entered this 20th day of July, 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").

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;

WHEREAS, MGL 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

NOW THEREFORE, in accordance with the provisions of MGL c. 48 §59A 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 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. 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.

3. 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.

4. 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. 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 3, 5 and 6 shall survive the termination of the Agreement with respect to EMS services performed during the contract period. The agreement shall be reviewed annually.

5. 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.

6. 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. While in the performance of their duties in extending aid or services under this Agreement, Ware shall have the same immunities and privileges as if performing the same within Ware.

7. Each party hereto shall indemnify, defend, and hold the other harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of its breach of this Agreement or its negligence or misconduct, including the negligence or misconduct of its agents or employees.

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

9. Each party will provide to the other evidence of 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.

10. 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.

11. 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.

12. 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.

13. 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.

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.

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
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14. 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.

TOWN OF WARE

TOWN OF HARDWICK

By its Town Manager and Select Board

By Town Administrator and Select Board

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____

HIPAA – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is dated as of the 2nd day of May, 2011. 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 Mutual Aid Advanced Life Support (ALS) Agreement between the Town of Ware and the Town of Hardwick, dated 02-May-11.

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 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 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 this Agreement;
- (e) To report to the Town any use or disclosure of the Protected Health Information not provided for in by 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 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 Contract;
- (o) To immediately report to the Town any Security Incident of which Contractor becomes aware.
- (p) 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 Contract, 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: 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 Mutual Aid 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, 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 Contract 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 Contract 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 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 Hardwick

Town of Ware

By: _____

By: _____



TOWN OF WARE FIRE DEPARTMENT

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

July 2, 2021

To: Stuart Beckley

From: Fire Chief Christopher Gagnon

RE: Proposed increase to Ambulance billing rates.

After review of our current ambulance billing rates, I would recommend the following rate increases.

Ware Ambulance Service						
Ambulance Rate Analysis						
CODE	Description	Current Fees	2020 Medicare Allowable (Urban - 99)	Recommended Fees	\$ increase	% increase
A0425	Ground mileage	\$24.00	\$7.62	\$30.48	\$6.48	27%
A0426	ALS 1 Non-Emergency	\$1,119.00	\$296.66	\$1,186.64	\$67.64	6%
A0427	ALS1 Emergency	\$1,119.00	\$469.72	\$1,878.88	\$759.88	68%
A0428	BLS Non-Emergency	\$942.00	\$247.22	\$988.88	\$46.88	5%
A0429	BLS Emergency	\$942.00	\$395.55	\$1,582.20	\$640.20	68%
A0432	ALS Intercept	\$250.00	\$432.64	\$1,730.56 (\$500.00) Service contract	\$1,480.56	592%
A0433	ALS2	\$1,619.00	\$679.86	\$2,719.44	\$1,100.44	68%
A0434	Specialty Care Transport	\$1,929.00	\$803.47	\$3,213.88	\$1,284.88	67%
Additional Services (not covered by Medicare and other contracted payers)						
93000	Electrocardiogram	\$300.00				
A0392	ALS Defibrillation Supplies	\$180.00				
A0394	ALS IV Drug Therapy Supplies	\$180.00				
A0396	ALS Esophageal Intub Supplies	\$180.00				
A0422	Ambulance O2 Life Sustaining	\$60.00				

Overview of Terms:

ALS 1 Emergency: Emergency responses requiring ALS level service

ALS 1 Non-Emergency: Scheduled or unscheduled transport, non-emergent but seriously ill or injured.

ALS 2: Included 3 separate administration of one or more IV medications, at least one ALS Procedure (Defibrillation, Intubation, central line, cardiac pacing, decompressions, surgical airway, intraosseous line).

It has been 3 years since our last review of EMS billing fees. With the anticipated increase of service call volume, I feel the increase would be beneficial. The Town has contracts with several insurance payers, which we will not get additional revenue unless each of the contracts are renegotiated. The insurance payers that are not contracted are subject to pay 100% of the Town charges. The Payer mix is as follows:

Contracted:	89%
Non-Contracted	8%
Self-Pay	2%

The current increase would most likely only effect the non-contracted payers (8%). Based on last year's billing, this would be an estimated increase in revenue to the Town of \$21,623.00. Keep in mind this estimation is subject to several factors such as ALS vs BLS service, and shifts in the payer mix.

**Inter-Municipal Agreement
Palmer Interim Regional Dog Pound**

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 Hampshire, 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 Interim Animal Control Shelter Program ("Program") at the "Palmer Municipal Dog Pound" ("Pound") located at 1013 Bridge Street, Palmer, MA 01069; and

WHEREAS, the Select Boards and the Town Council of the Towns designate Palmer as the "Lead Community" for purposes of procuring a replacement 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 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 Palmer Health 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 assessed Towns 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 participating Town upon reasonable notice.

3. **TERM AND OPTION FOR RENEWAL:** This Agreement shall be for a term of three (3) years, beginning July 1, 2021, and ending on June 30, 2023. At the end of Year Three, the Towns may exercise a renewal option at its sole discretion for an additional three (3) year term with the approval of the Towns' Select Board or Town Manager. If any Town decides that it will not renew, it must inform the others in writing at least sixty (60) 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 including capital expenses.
 - i. According to the U.S. Census bureau's 2020 Census, the population of the towns is as follows: Palmer - 12,237; Monson - 8,787; Ware - 9,872; Warren - 5,222
 - ii. Beginning July 1, 2021, to June 30, 2023 the annual assessment for Animal shelter services and Animal Control shall be \$2.25 per resident based on the 2020 U.S. Census.

 - b. Based on population estimates, the annual assessment for each of the Towns beginning July 1, 2020 is as follows:

TOWN	POPULATION x Cost	ANNUAL ASSESSMENT
Palmer	12,237 x \$2.25	\$27,533
Monson	8,787 x \$2.25	\$19,770

Ware	9,872 x \$2.25	\$22,212
Warren	5,222 x \$2.25	\$11,749
TOTAL	36,118 pop	\$81,264

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

5. **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 staff positions:
 - 1 FTE - Animal Control Officer/Site Director
 - 2 PTE - ACO Assistants/per diem on-call ACO

6. **ENFORCEMENT, FEES, LICENSING AND REPORTING:**
 - a. Citations: All citations for violations of the Massachusetts General Laws and the Towns' By-Laws or Code of Ordinances will be the responsibility of the Animal Control Officer of the Town of Palmer.
 - b. Collection of Fines: The Pound shall collect fines from town residents. Any fines set forth in citations issues pursuant to M.G.L. ch140 shall be paid by the resident to the Town Clerk of the Town of Palmer or appealed in accordance with pursuant to M.G.L. ch140. Any Town with their own appointed municipal hearings officer shall have any fines collected paid to that town's Clerk's Office.
 - c. Holding Fee: The Pound shall collect a (calendar day) daily fee of \$50 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 \$75.
 - f. Reporting: The Pound shall submit quarterly reports for each of the participating Towns detailing the services performed in each Town.

7. **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 lawful acts of the Animal Control Officer/Site Director, or their agents or employees while enforcing the Towns' Animal Control Ordinances, or By-Laws 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

8. PARTICIPATION BY OTHER COMMUNITIES:

- a. Palmer may enter into agreements with other communities to participate in the Program, providing that (1) the Site Director/ACO feels that he/she has the capacity to expand and include additional communities; (2) each such community agrees to pay the per capita assessment for Services on the same terms and conditions set forth in this Agreement.

9. 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 to 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.

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

11. ASSIGNMENT OR TRANSFER: None of the Towns shall assign or transfer their respective interests in this Agreement without prior written approval of the Town Manager of Palmer.

12. 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 of 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 the non-compliant Town may be declared ineligible to participate in the Program.

13. 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.

14. 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.

15. **COMPLIANCE WITH LAWS:** In the performance of this Agreement, the Towns, their agents, employees, officers, servants, consultants and subcontractors shall comply with ordinances and By-Laws, as well as all applicable rules, regulations and licensing requirements, promulgated by all local, state, federal and national boards, bureaus, associations, and agencies.
16. **AMENDMENTS:** This Agreement may be amended by only written instrument signed by the Chairperson of a select Board of each Town, and the Town Manager of Palmer as required by law or charter, necessary to effect a binding agreement.
17. **AUTHORITY TO SIGN AND RECEIPT OF ALL NECESSARY GOVERNMENTAL APPROVALS:** By signing this Agreement, The Town Manager of Palmer and the Chairperson of the Select Board 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 Paragraph 4.
18. **NOTICES:** Any notices, reports and invoices required hereunder shall be sent to the following:

Palmer Town Manager 4417 Main Street, Palmer, MA 01069	Ware Town Manager Town Hall, Suite J 126 Main Street, Ware, MA 01082	Monson Select Board 110 Main Street, Monson, MA 10157	Warren Select Board 48 High Street P.O. Box 609 Warren, MA 01083
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19. **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 Towns 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 WARREN
Select Board Chair or Designee

Date _____

TOWN of WARE
Select Board Chair or Designee

Date _____

TOWN of MONSON
Select Board Chair or Designee

Date _____



TOWN OF WARE POLICE DEPARTMENT

22 NORTH STREET, WARE, MASSACHUSETTS 01082 - 1004
TEL: (413) 967-3571 FAX: (413) 967-9606



SHAWN CREVIER
CHIEF OF POLICE

TO: Members of the Ware Select Board
FROM: Chief Shawn C. Crevier
RE: Hampden County House of Correction
DATE: July 2, 2021

I am requesting that the Ware Police Department utilize the Hampden County House of Corrections (Ludlow Jail) regional lock up facility **for our prisoners that need to be housed overnight**. This service is free, where Hampshire County House of Correction's regional lock up is charging the Town over \$9,000.00 a year for the same service. This has been looked into by Sherriff Cocchi's legal team and there are no issues with Ware P.D. coming on board. The normal court sentencing will continue through Hampshire County.

Respectfully,

Chief Shawn C. Crevier
Ware Police Department



PATRICK J. CAHILLANE
SHERIFF

The Commonwealth of Massachusetts
Hampshire County
OFFICE OF THE
SHERIFF



205 ROCKY HILL ROAD
NORTHAMPTON, MA 01061-7000
PHONE: (413) 582-7700
FAX: (413) 584-2695

July 6, 2021

Good Evening,

Thank you for allowing me to speak to you regarding the Hampshire County Regional Police Lock-up.

I have worked on the concept of the Hampshire County Regional Police Lockup going back to 1987, when we began meeting to discuss the needs, demands and safety of local police officers.

There is a lot of history as it relates to the Hampshire County Regional Police Lockup. I have provided you with some background information on how and why there is an assessment for each city and town for the use of the facility.

The Hampshire County Regional Police Lockup is the only facility of its kind in the Commonwealth. It was designed and developed by a committee of police chiefs, including former Chief Dennis Healey of Ware, elected officials, the Division of Capital Asset Management and Maintenance, the state Legislature, and the Hampshire Sheriff's Office (HSO).

The county's town leaders and police chiefs recognized the need for such a facility, and understood that there would be an associated monetary cost. The design committee looked at several possible sites for a Regional Police Holding Facility before settling on the grounds of the Hampshire County Jail and House of Correction.

The Hampshire County Regional Police Lockup is unique because it is a stand-alone facility, separate from the Jail and House of Correction, so arrestees are not inside a correctional facility. That provision was included at the request of the county's local Police Departments and was part of the design process from the beginning. Our police chiefs indicated that they wanted a pre-arraignment holding facility that was safe, controlled, and met the Department of Public Health standards, but could not be used as a House of Correction.

The fee assessment was not my idea. It grew out of the legislative demands that cities and towns pay their fair share and the Hampshire Sheriff's office was left to implement the collection of fees. The fee is based on the total population of each city or town in the county. According to the U.S. Census Bureau, Ware's population in 2019, the latest year that figures are available, was 9,711.

Combined, the cities and towns in Hampshire County contribute close to \$160,000 annually. That is the approximate amount of a state budget line item, 8910-1112, enacted by the state Legislature in 2002 for the Regional Lockup as a separate account from the Hampshire Sheriff's Office general operating budget. Line item 8910-1112 reads as follows:

8910-1112 -- For the Hampshire sheriff's office, which may expend for the operation of the Hampshire county regional lockup at the Hampshire county jail not more than \$167,352 in revenue; provided, that the office shall enter into agreements to provide detention services to various law enforcement agencies and municipalities and shall determine and collect fees for those detentions from said law enforcement agencies and municipalities; and provided further, that notwithstanding any general or special law to the contrary, for the purpose of accommodating timing discrepancies between the receipt of retained revenues and related expenditures, the office may incur expenses and the comptroller may certify for payment amounts not to exceed the lower of this authorization or the most recent revenue estimate as reported in the state accounting system.....\$167,352

It is important to note that the total operating cost of the Lockup is closer to \$500,000 annually, with the HSO's main budget absorbing the balance. The additional costs include: food, healthcare, ongoing maintenance, technical upgrades and staffing.

For example, since the Lockup was opened we have replaced the roof and heating units, as well as monitoring equipment in order to maintain the highest level of safety and security for pre-trial detainees.

In my FY '22 proposal to the Office of Administration and Finance and our Senate and House analysts who review our budget request each year, I had submitted the request to eliminate the fee for all the cities and towns. That request was completed approximately three months ago.

As you know, the state budget has not been approved for FY '22, but once we do have our final financial number, I would be happy to return to discuss this matter further.

In the meantime there is no rush on paying the annual fee. The Regional Lock up is a Hampshire County program, developed by and for Hampshire County police departments, and I would recommend that the Town continue to use it as such.

I would also like to extend an invitation to the Board to come and see what a Regional Lockup looks like. The model that was designed by and for the police departments of Hampshire County was intended to guide the rest of the state when building new regional facilities.

Thank you,

A handwritten signature in black ink, appearing to read "Patrick J. Cahillane". The signature is fluid and cursive, with the first name "Patrick" and last name "Cahillane" clearly distinguishable.

Patrick J. Cahillane

Sheriff, Hampshire County

HAMPSHIRE COUNTY



CHARTERED 1988

HAMPSHIRE COUNTY COMMISSION

Hampshire County Courthouse

99 Main Street, Room 232

Northampton, MA 01060

PHONE: 413-584-0557

FAX: 413-584-1465

TTY: 582-0139

August 26, 1997

COUNTY COMMISSIONERS

Amherst

Frieda N. Howards ♦

Kenneth R. Mosakowski

Allen L. Torrey

Belchertown

Donald R. LaPorte ‡

Chesterfield

Robert W. Recos

Cummington

Dennis W. Forgea ‡

Easthampton

Michael V. O'Brien

Angelo C. Yacuzzo ‡

Goshen

Harold T. Mollison

Granby

Martin A. Merrill ♦ ‡

Hadley

Michael P. Sarszynski

Hatfield

Sean M. Barry ♦

Huntington

George Webb ‡

Middlefield

Joseph J. Kearns

Northampton

David P. Stevens

Joseph A. Wilhelm, III

Pelham

Marilyn M. Bigelow ♦♦

Plainfield

Robert J. Gallagher

South Hadley

John H. MacLean ‡

Marjorie R. Kaufman

Southampton

Joseph E. Stahl ‡

Ware

Richard N. Raymond ‡

Westhampton

Karla Stefansson

Williamsburg

Eileen Stewart ♦

Worthington

Charles V. Ryan

♦♦ CHAIR

♦ EXECUTIVE COMMITTEE

‡ PUBLIC SAFETY COMMITTEE

COUNTY ADMINISTRATOR

Pennington Geis

Dear Chief

:

The Legislature has appropriated \$2.6 million to the Executive Office of Public Safety for a Hampshire County pre-arraignment facility! Before the E.O.P.S. will approve the project, however, you must once again convince them there is local support. Is there a need? Will you use it? Is there agreement on the location? What is our plan for operating it?

If you want a regional lockup, action now is crucial. Please join us to discuss how we will proceed. The meeting will be at 7:00 PM on Tuesday, September 30, 1997, in the Hall of Records, 33 King Street, Northampton. This is a very important meeting. Please join us! The state needs to hear from all Hampshire County communities now, in order for the project to succeed.

Even if your community now has a holding facility, we still need your support and input to help those communities who do not.

Sincerely,

Joe Stahl, Chairman

Hampshire County Public Safety Committee



TOWN OF WARE

POLICE DEPARTMENT



TOWN HALL, 126 MAIN STREET, WARE MASSACHUSETTS 01082

TEL: (413) 967-3571 FAX: (413) 967-9606

DENNIS M. HEALEY
CHIEF OF POLICE

Robert C. Krekorian,
Undersecretary of Public Safety
One Ashburton Place
Boston, MA 02108

October 9, 1997

Dear Mr. Krekorian,

I am aware that \$2.6 million dollars has been approved for design and construction of a a regional lockup facility in Hampshire County. Because of a two year sunset clause it is essential that this projects starts immediately.

A major concern of smaller police departments is the temporary confinement of prisoners. The simple fact is that local police departments are not equipped to house prisoners on other than a short term basis. A regional lockup facility would be a great benefit to the Ware Police Department and would be used on a regular basis. Our plans for using the lockup would include prisoners we would normally have to keep overnight or on weekends.

The Hampshire County Jail and House of Correction is the logical and best choice for the proposed lockup facility because of training and support structures already available at that site. Though the Town of Ware is on the outskirts of Hampshire County the benefits of having the lockup facility would minimize any inconvenience in the transportation of prisoners.

I would be willing to work with other local chiefs and officials in the development of an operations plan for the lockup facility. It must be understood that the regional lockup facility will always be available for the use of local police departments as a prearraignment detention facility, even if there are changes in the administrative structure of the Jail and House of Correction.

Sincerely,
Dennis M. Healey
Chief of Police



Hampshire County

REGIONAL SERVICES
Hampshire County Courthouse
99 Main Street

Northampton, Massachusetts 01060

Telephone (413) 584-1300

FAX (413) 584-1465 TTY (413) 582-0139

Regional Services Director
Geoffrey A. Rogers

Dear Police Chief:

A group of people interested in the County's regional lockup facility met on September 30, 1997 to discuss the project. The state legislature has approved \$2.6 million for design and construction of the facility, with a two-year sunset clause on the appropriation. It is vital that we move ahead quickly, or it will be impossible to complete the project in this time frame.

The group agreed that the next step in the process is to meet with Sheriff Robert Garvey at the Hampshire County Jail and House of Correction to discuss the Sheriff's ideas and to share our concerns with him.

To this end, we have arranged a meeting at the Jail and House of Correction on Rocky Hill Road, Northampton, on Tuesday, October 21, 1997. The meeting will commence with a tour of the jail facilities at 6:30 PM, followed by a meeting at 7:00 PM, at which time you are encouraged to let the Sheriff and the County Commissioners know what you need in a lockup facility.

Thank you for your cooperation. If we act fast, we will make a prearrestment detention facility in Hampshire County a reality!

Sincerely yours,

Geoffrey A. Rogers
Regional Services Director



TOWN OF WARE
MASSACHUSETTS 01082

October 28, 1997

Robert C. Krekorian, Undersecretary of Public Safety
Executive Office of Public Safety
One Ashburton Place, Suite 2311
Boston, MA. 02108

Dear Mr. Krekorian:

The Town of Ware Board of Selectmen would like to express their strong support of a regional pre-arraignment lock-up in Hampshire County, and is sure that we would use the lock-up once in place. The Board is also in agreement that the most logical site for the lock-up would be on the grounds of the Hampshire County Jail. The Town will be most willing to participate in developing operational plans and funding. The Town however would want assurance that these spaces will remain available for local police use, even after any changes that may come in the administration of the jail.

Should you have any questions or wish to speak to the Board regarding this matter please feel free to contact us at 413-967-9648.

Respectfully,

John A. Desmond, Chairman

Lisa A. S. Gorton

Gerald L. Matta

Lawrence E. Cunningham

Frederick S. Urban

BOARD OF SELECTMEN