



## Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Notice Agenda – Tuesday, June 15, 2021 at 7:00 p.m.

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

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

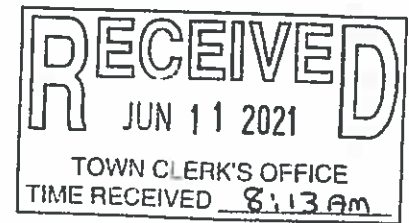
Meeting ID: 784 604 1861

Passcode: 01082

Phone: 929-205-6099

Meeting Opened

Opening Remarks, Announcements, and Agenda review by Chair



Consent Agenda

- Approval May 4, May 18, and June 1, 2021 Meeting Minutes
- Appointment: Part-Time Police Officer Owen R. Sablack
- Special Event Permit Application: Domestic Violence Awareness Walk, October 23, 2021

Scheduled Appearances

- Discussion with Town Hall Auditor, Set Parameters
- Update Senior Center: John Zienowicz, Director
- Update Health Department: Stephen Bell, Director

Old Business

- Discussion RE: Water Rates, Pipe Replacement, Tank Cleaning Cost
- Hardwick Ambulance Service Agreement
- Update and Map on Slum & Blight Designation Benefits, Abatements, Revenue
- Advice on a Demolition Lien on Main St. Property, and Other Properties
- "Somewhere Worth Seeing" Vote
- Next Steps on Dangerous Dog, 16 Howard Road

New Business

- Appointment Process for Tree Warden
- Approval of CARES Reimbursement Request
- American Rescue Plan Act Priorities
- Consideration of Host Community Agreement, 82<sup>nd</sup> Wellness, 14 West Street, Ware
- Consideration of Host Community Agreement, Cedar Roots, LLC, 50 East Main Street, Ware
- Set Public Hearing for Tuesday, July 6, 2021 for Application for New Wine and Malt Package Store, Stevens Strong LLC d/b/a It's Wine O'Clock, 164 B West Street, Ware, MA
- Juneteenth, State Holiday

Comments and Concerns of Citizens

Town Manager Report

Adjournment



## **Board of Selectmen**

Ware Town Hall, Meeting Room, 126 Main Street  
Regular Meeting Minutes – Tuesday, May 4, 2021 at 7:00 p.m.

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

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

Meeting ID: 784 604 1861

Passcode: 01082

Phone: 929-205-6099

**Present:** Selectman Keith J. Kruckas, Selectman Nancy J. Talbot, Selectman Thomas H. Barnes, Selectman John J. Morrin, Selectman Caitlin M. McCarthy, Town Manager Stuart B. Beckley, Executive Assistant Mary L. Midura

**Present via Zoom:** Ware River News Editor Eileen Kennedy

**Meeting Opened by Chairman Kruckas at 7:00 p.m.**

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

**Set Public Hearing for May 18, 2021 RE: Liquor License #00016-PK-1326 Bruso Liquor Mart, Inc. d/b/a Bruso's Liquor Mart, Application for Change of Manager, Change of Officers/Directors, Stock or Ownership Interest**

**Selectman Talbot made the motion to set the Public Hearing for 7:10 p.m., Tuesday, May 18, 2021 RE: Liquor License #00016-PK-1326 Bruso Liquor Mart, Inc. d/b/a Bruso's Liquor Mart, Application for Change of Manager, Change of Officers/Directors, Stock or Ownership Interest. Selectman Barnes seconded the motion. The motion passed unanimously (5-0).**

### **Consent Agenda**

- Approval of April 20, 2021 Meeting Minutes
- Special Event Permit Application: Proprietors of the Ware Center Meeting House presents Town Wide Tag Sale, Saturday, June 19, 2021

**Selectman Barnes made the motion to approve the Consent Agenda. Selectman Morrin seconded the motion. The motion passed unanimously (5-0).**

### **Scheduled Appearances**

- Discussion with KP Law, Town Counsel Role

Attorney Lauren Goldberg of KP Law, P.C. joined the meeting via Zoom. She extended congratulations to Attorney David Wojcik on his retirement. KP Law, PC serves 130 cities and towns, with 40+ lawyers, each is client assigned based on town's needs for litigation. A group of attorneys will work with the town on issues of zoning, contracts, real estate, etc. Services are billed monthly with billing at six (6) minute intervals. KP Law, C has experience with town meetings, drafting of bylaws, marijuana laws.

- **Budget Discussion with Finance Committee and School Committee**

Finance Committee members Chairman Lynn Nenni, Ken Willett, Terry Smith and Devin Peterson were in attendance. Ms. Nenni noted that the Finance Committee has worked with the department heads and Mr. Beckley to share ideas of the budget, to include capital projects in the budget and reduce the number of Special town meetings. Mr. Beckley noted that free cash is funds unspent, whereas stabilization funds are by policy. The Finance Committee invited the Board of Selectmen to attend their meetings. Discussion continued of ways to cut taxes while seeking revenue sources such as retail marijuana funds.

#### **Old Business**

- **Review of Proposed Bylaw to Manage and Control Blighted Properties within the Town of Ware**

Selectman Barnes made the motion to table, on advice from town counsel. Selectman McCarthy seconded the motion. The motion passed unanimously (5-0).

- **114 Main Street**

Attorney Wojcik attended via Zoom. He noted that liability was not yet resolved, however, there is no reason for the Board to hold off on demolition. He advised that the work be put out to bid.

Selectman Talbot made the motion to Authorize the Town Manager to Request for Project (RFP) for the demolition, while continuing to pursue other options. Selectman Barnes seconded the motion. The motion passed unanimously (5-0).

- **Town Policies**

Selectman Talbot made the motion to Adopt Town Policies Sections 1 and 2. Selectman Morrin seconded the motion. The motion passed unanimously (5-0).

- **Discussion – Dangerous Dog, 16 Howard Road**

Attorney Anastasi attended via zoom. He stated that Ms. Kularski has completed the 6' fence. He stated that the dog is included in the homeowners' insurance policy, and he will send written confirmation. He clarified that the dog is not muzzled while on the property. He noted that the owner understands the decision, but another hearing would need to be held before the Board can order euthanization of the dog. Resident Jodi Chartier presented documentation to the Board of the dog being walked without muzzle by the boyfriend of the owner two days after the hearing. She presented police reports of the boyfriend driving on the street, squealing brakes, loud music at 2:40 am. Ms. Kularski stated she had no complaints from neighbors. Chairman Kruckas ordered Ms. Kularski's boyfriend to leave this meeting; he did not comply. Ms. Kularski stated she did not receive copy of the law; Mr. Beckley confirmed the law was sent with letter to Ms. Kularski. Attorney Wojcik, for the Town, stated that the Board wants to do the right thing for public safety. Ms. Chartier noted that the neighbors want this owner to be a responsible owner and questioned what the penalty is if the owner does not follow the rules. Attorney Wojcik noted that the Board may order to euthanize after proper notice to owner and hearing. Attorney Anastasi noted this was acceptable.

Selectman Morrin made the following motion. Selectman Talbot seconded the motion. The motion passed unanimously (5-0).

The Board of Selectmen unanimously voted per MGL Chapter 140 §157 to declare the dog Maia as a dangerous dog. The Board clarified that, per MGL Chapter 140 §157 (4) (c) (i), (ii), (iii), and (iv), that the dog must be humanely restrained, confined per the fenced yard on premises with 6 foot high fence, set an

**additional 2 feet into the ground, with roof. Further, when removed from the premises, the dog must be muzzled and restrained at all times. The owner must provide \$100,000 insurance on the owner of the dog.**

**The owner is hereby put on notice that in the future if, after a hearing, the Board of Selectmen determines that there has been a failure to comply with this order or any of its provisions or any other attacks, then the Board of Selectmen may order that the dog be euthanized.**

#### **New Business**

- **Amendment to Host Community Agreement, B'Leaf Wellness Centre, LLC, Change of Location to 24 West Main Street, Ware, MA**

**Selectman Talbot made the motion to amend the Host Community Agreement with B'Leaf Wellness Centre, LLC to change location to 24 West Main Street, Ware. Selectman Morrin seconded the motion. The motion passed unanimously (5-0).**

- **Approval of Annual Town Meeting Warrant, Quorum Consideration**

**Selectman Talbot made the motion to approve the warrant of the May 24, 2021 Annual Town Meeting, 7:00 p.m. at the Ware High School. Selectman Barnes seconded the motion. The motion passed unanimously (5-0).**

Selectman Talbot noted a lower quorum allows the Town to conduct business. Selectman Morrin stated he will ask for secret ballots. Mr. Beckley noted that we are looking at an electronic voting system, not sure of availability by May 24.

**Selectman Barnes made the motion to keep the quorum at 100. Selectman Morrin seconded the motion. The motion passed on a vote of 3 Yes (Selectmen Kruckas, Morrin, Barnes), 2 No (Selectmen McCarthy, Talbot).**

**Comments and Concerns of Citizens - none**

#### **Town Manager Report**

##### Dates

May 24 – Special Town Meeting (From April 24) and Annual Town Meeting

##### Open topics:

Underpass – Surveyor/engineer measuring the site for required work and cost estimate.

##### School bills

MassDOT returned to review the closed sidewalk on the bridge over the canal on East Main Street . They will be proposing a design that will place a temporary sidewalk in the road. It is unknown whether two lanes of traffic will be able to continue during the repair, or if a light system will need to be installed to allow one lane of traffic at a time.

Water Flushing will move to Zone 3 on Monday, May 3. The first two zones found that it is taking less time and water to flush to clear water this year.

The Senior Center director and Health Director are meeting next week to discuss opening of the senior center. What activities and what hours will be reviewed.

Thanks to the efforts of the DPW, the tour of the Town's flood dike system with the Army Corps of Engineers went very well. They will submit their findings report within a couple of months.

The Town has been working with the eight bargaining units on insurance modifications that will save employees with lower premiums and potentially less out of pocket expenses. By using a high deductible plan and front loading an account for employees, the Town will reduce its anticipated premium increase from 12.8% to 7.4%.

Demolition of 13-15 Parker Street will begin within two to three weeks.

Repairs at the dog park were completed this week. The Parks department, the Friends of the Dog Park and I are meeting on Monday to discuss ongoing maintenance and costs. Workshop 13 received a grant to paint a mural on the retaining wall at the park.

The Town has hired John Prenosil as Conservation Agent for the Conservation Commission.

The Town is having beaver control issues in various areas of town including near roads and the water system. The Town is moving forward with beaver management plans in these areas.

Baystate Health is working on a meeting with Town and legislative leaders. Tentatively looking at May 17.

#### **Adjournment**

**Selectman Barnes made the motion at 8:32 p.m. to Adjourn the Regular Meeting. Selectman Talbot seconded the motion. The motion passed unanimously (5-0).**

Attest: \_\_\_\_\_  
**Mary L. Midura**  
**Executive Assistant to Town Manager**



## **Board of Selectmen**

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

**Regular Meeting Minutes – Tuesday, May 18, 2021 at 7:00 p.m.**

**5:00 p.m. Executive Session: M.G.L. Chapter 30A, Section 21(a) #2 Non-Union Contract Negotiations, #3 Litigation Update**

**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.

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**Meeting ID: 784 604 1861**

**Passcode: 01082**

**Phone: 929-205-6099**

**Present:** Selectman Keith J. Kruckas, Selectman Nancy J. Talbot, Selectman Thomas H. Barnes, Selectman John J. Morrin, Selectman Caitlin M. McCarthy, Town Manager Stuart B. Beckley, Executive Assistant Mary L. Midura

**Present via Zoom:** Ware River News Editor Eileen Kennedy

**Meeting Opened by Chairman Kruckas at 7:04 p.m.**

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

Selectman Barnes noted Earth Week cleanup and thanked the Beaver Lake Association. He thanked DPW for the yard waste collection days. He noted federal funds for infrastructure and stated all towns are facing water rate increases and other problems. Chairman Kruckas stated that increased taxes and water and sewer rates will drive people out of town, and stated that \$13million is not enough for the Water Filtration Plant plus maintenance.

### **Consent Agenda – none**

Carol Zins spoke about Sidewalk Sales days May 22 and 23, and encouraged residents to buy tickets to win a basket of items, keep money local and visit merchants and Artworks.

### **Scheduled Appearances**

- **7:10 p.m. Public Hearing RE: Liquor License #00016-PK-1326 Bruso Liquor Mart, Inc. d/b/a Bruso's Liquor Mart, Application for Change of Manager, Change of Officers/Directors, Stock or Ownership Interest**

Attorney Malek attended via zoom, Dan Bruso attended in person. Attorney Malek noted Bruso Liquor Mart has operated since 1990 and Mr. Bruso is hard working, experienced and capable.

**Selectman Talbot made the motion to approve the application of Liquor License #00016-PK-1326 Bruso Liquor Mart, Inc. d/b/a Bruso's Liquor Mart, Application for Change of Manager, Change of Officers/Directors, Stock or Ownership Interest. Selectman Barnes**

**seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

- Review and Recommendations: Annual Town Meeting Warrant Articles with Finance Committee**

I move that the Town take Articles 1, 2, 3, 4, 5, 6, 7, 8, and 9 out of order and that they be "Passed by Consent" in accordance with the Motions shown on the Consent Agenda distributed this evening.

**Article 1.** I move that the Town accept the reports of the Town Committees, Boards and Departments as presented in the Annual Town Report.

**Article 2.** I move that the Town authorize the Treasurer/Tax Collector to enter into Compensating Balance Agreements during Fiscal Year 2022 as permitted by Massachusetts General Laws, Chapter 44, §53F.

**Article 3.** I move that the Town authorize the Treasurer/Tax Collector, with the approval of the Selectmen to borrow money from time to time in anticipation of the revenue of the Fiscal Year 2022, beginning July 1, 2021 in accordance with the Provisions of Massachusetts General Laws, Chapter 44, §4, and to renew notes or notes payable as may be given for a period of less than one (1) year in accordance with Massachusetts General Laws, Chapter 44, §17.

**Article 4.** I move that the Town accept and appropriate any Grant Funds awarded to the Town of Ware under Massachusetts Community Development Fund by the Executive Office of Housing and Economic Development and to authorize the Board of Selectmen and Community Development Authority to expend the funds in accordance with the Terms and Conditions of the Grant.

**Article 5.** I move that the Town accept all State and Federal Educational Grants in any amount as may be awarded for the direct educational expenditures for Fiscal Year 2022 to be expended by the Pathfinder Regional Vocational Technical High School District.

**Article 6.** I move that the Town accept all State and Federal Educational Grants in any amount as may be awarded for the direct educational expenditures for Fiscal Year 2022 to be expended by the Ware Public Schools.

**Article 7.** I move that Town authorize the Board of Selectmen and Town Manager to apply for, accept and expend any grants or donations from State or Federal governments or private agencies, individuals or institutions.

**Article 8.** I move that the Town appropriate Four hundred twenty four thousand, fifty-four dollars and no cents (\$ 424,054.00) to be expended for road repairs in anticipation of reimbursement by the Commonwealth of Massachusetts Highway Department under the Chapter 90 State Highway Aid Program and to meet said appropriation by authorizing the Treasurer to borrow the sum of Four hundred twenty four thousand, fifty-four dollars and no cents (\$ 424,054.00) under provisions of the Massachusetts General Laws Chapter 44, §6 and/or any other relevant sections of the Massachusetts General Laws Chapter 44.

**Article 9.** I move that the Town establish FY2022 spending limits for the revolving funds listed in the Town's General bylaw and to authorize such expenditure limits to remain in place from fiscal year to fiscal year unless revised by Town Meeting prior to July 1 for the ensuing fiscal year as follows:

Authorized Revolving Fund	Fiscal Year Expenditure Limit
Senior Center Rental	20,000.00
Ware Public School Athletic Advertising	100,000.00
Community Development Septic Repair	25,000.00
Community Development	120,000.00
Cemetery Maintenance and Burial	10,000.00
Bulky Waste	15,000.00

**Recommended by:**      **Board of Selectmen**              **5 Yes**  
                                 **Finance Committee**              **3 Yes, 2 Absent**  
                                 **Town Manager**                      **Yes**

**Article 10.** I move that the Town fix the salaries of the several Elected Officers of the Town for the Fiscal Year 2022 and to determine whether any Town Board, Commission or Committee shall be authorized to employ any of its members for additional salary or compensation.

Town Moderator	\$ 250.00
Chairman, Selectmen	\$2,652.00
Members, Selectmen	\$2,232.00 each member
Board of Assessors, Chair	\$3,800.00
Board of Assessors Member	\$3,100.00 each member
Planning Board Members	\$800.00 each member
Board of Health Members	\$654.50 each member

And, further that no Town Board or Commission shall be authorized to employ any of its members for an additional salary or compensation except for the Board of Registrars, Finance Committee, Planning Board, and Recreation Commission, and further provided that the Board of Health may appoint one or more of its members to witness percolation tests and deep hole tests and to perform other paid functions required by the Board of Health.

**Recommended by:**      **Board of Selectmen**              **5 Yes**  
                                 **Finance Committee**              **3 Yes, 2 Absent**  
                                 **Town Manager**                      **Yes**

**Article 11.** I move that the following sums be appropriated for the Water Enterprise Fund for FY 2022.

**Explanation:** This article adopts the budget for the Water Enterprise

Salaries	\$321,005.00
Operating Expenses	\$396,100.00



Budgeted Surplus to Separate Reserve Fund	<u>\$162,699.00</u>
	\$879,804.00

And that \$879,804.00 be raised from Department Receipts

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 12.** I move that the following sums be appropriated for the Sewer Enterprise Fund for FY 2022 Sewer Enterprise Budget

Salaries	\$247,150.00
Operating Expenses	\$541,850.00
 Total	 \$789,000.00

And that \$664,508.00 be raised from Department Receipts, and \$124,492.00 be raised from taxation.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 13.** I move that the Town raise and appropriate from taxation \$31,422,662 and Transfer \$45,500.00 from Ambulance Receipts Reserved and \$225,000 from available free cash for a total appropriation of \$31,693,162 to defray the charges and expenses of the Town, including Debt and Interest for the Fiscal Year 2022.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 14.** I move that the Town appropriate \$20,000 to fund the Employee Compensated Absences Reserve Fund and to meet said appropriation whether by transferring \$20,000 from Free Cash.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Explanation:** This reserve fund is for use to fund employees' benefit payouts upon retirement.

**Article 15.** I move to dismiss Article 15.

(To see if the Town will vote to adopt the Vacant/Blighted Property bylaw and rescind the Unkempt Property bylaw adopted by Town Meeting Article 28, May 12, 2014, or take any other action relative thereto.)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>N/A</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 16.** I move that the Town amend the local Cannabis Control bylaw by increasing the allowed number of retail Cannabis facilities to 50% of the allowed off-premise liquor licenses.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>N/A</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 17.** I move that the Town authorize the Board of Selectmen, on behalf of the Town of Ware, to acquire by gift the parcel of land on West Main Street known as Assessors Map 60, Parcel 156-1 and to further authorize the Board of Selectmen to dispose of said property in the best interest of the Town.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 18. Citizens' Petition – No recommendations**

Terry Smith noted this petition addresses the Charter and need for charter review. Selectman Talbot noted that town meeting vote is needed, and petition would be sent to Attorney General. She noted that the Charter Commission would need election on a ballot. Mr. Smith stated that the charter review should have been done in 2017.

**Article 19.** I move that the Town dismiss Article 19.  
(To see if the Town will vote to raise and appropriate a sum of money to be purchase a utility vehicle for use in the Cemetery for the Department of Public Work and to determine the manner of meeting said appropriation, whether by taxation, transfer from available funds, borrowing, or any other means, or combination thereof, or take any other action relative thereto.)

Included in the Budget

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 20.** I Move that the town appropriate \$208,000.00 to purchase a payloador for the Department of Public Works and to meet said appropriation by authorizing the Treasurer with the approval of the Board of Selectmen to borrow up to the sum of \$208,000.00 under Massachusetts General Laws, Chapter 44, §7.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>2 Yes, 1 No (Smith) 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

Explanation: Currently, the Town has two payloaders: a Komatsu WA 320 purchased in 2003 and a John Deere 544G purchased in 2006. The Town under this article would replace the older machine this year. The operators have noticed the machine is starting to lose power and there appears to be some slippage in the transmission. These are very costly repairs to make on a seventeen-year-old machine. The machine will be auctioned. These machines are used for road work, snow removal and other DPW tasks These machines became even more critical when the engine failed in the old grader and the machine was not replaced.

**Article 21.** I move that the Town appropriate \$50,000.00 to purchase additional water meters for the Water Department and to meet said appropriation by transferring \$50,000.00 from the Water Enterprise Reserve.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

Explanation: Under this article the Water Enterprise will purchase additional water meters to expedite the conversion of existing water meters into the new remote readers; a typical water meter for a home costs \$250.00. These funds will supplement the amount in the operating budget. This article will require an appropriation of \$50,000.00 to be taken from Water Enterprise Fund Retained Earnings.

**Article 22.** I move to dismiss Article 22.

To see if the Town will vote to raise and appropriate a sum of money to design and install a section of water main and appurtenant works on Upper North Street to connect Upper North Street to Greenwich Road and to determine the manner of meeting said appropriation, whether by taxation, transfer from available funds, borrowing, or any other means, or combination thereof, or take any other action relative thereto and further to authorize the Town to apply for and to accept any grants and/or loans that may be available for said project.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 23.** I move that the Town transfer \$2,500.00 from the sale of lots account for part-time seasonal help for the care and maintenance of the cemeteries, and the design of the next cemetery expansion area.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>3 Yes, 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 24.** I move that the Town appropriate \$625,000.00 for the purchase and outfitting of a firetruck for the Fire Department and to meet said appropriation by authorizing the Treasurer with the approval of the Board of Selectmen to borrow up to the sum of \$625,000.00 under Massachusetts General Laws, Chapter 44, §7.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>5 Yes</b>
	<b>Finance Committee</b>	<b>2 Yes, 1 No (Smith), 2 Absent</b>
	<b>Town Manager</b>	<b>Yes</b>

- **Update: Water Resource Committee, Terrance Smith and Gilbert St. George-Sorel**

Terry Smith noted the organizational meeting and a site visit have taken place. He noted the staff is extremely competent and the tour showed all operations and clear water in the cisterns. He noted the Water Filtration Plant could cost much more than projected, and an engineering study should be done for the sewer plant. He noted the Committee should not take a position but review all information. Gibby St. George-Sorel, DPW Director, noted rising costs and secondary contaminants. He noted the continued need to chlorinate.

**Old Business**

- **Review of Proposed Bylaw to Manage and Control Blighted Properties within the Town of Ware**

Selectman Talbot made the motion to table. Selectman Barnes seconded the motion. The motion passed unanimously (5-0).

## **New Business**

- **Reappointments, Terms to Expire June 30, 2024:**
  - Carolyn Wilkins, ADA Commission
  - Mark Swett, Conservation Commission
  - Carl Waal, Council on Aging
  - Lewis Iadarola, Zoning Board of Appeals
  - David Skoczylas, Zoning Board of Appeals, Alternate Member
  - Brandy Bruso, Community Development Authority
  - Danielle Souza, Community Development Authority

Selectman Barnes made the motion to approve the reappointments. Selectman Talbot seconded the motion. The motion passed unanimously (5-0).

Selectman Talbot made the motion to reappoint Robert LeMaitre as a Special Municipal Employee Engineering Consultant. Selectman McCarthy seconded the motion. The motion passed unanimously (5-0).

- **Accept Resignations from Committees, Terms Expire June 30, 2021:**
  - Janice Hills, Finance Committee
  - Paul Opalinski, Community Development Authority
  - Cynthia Allen Bourcier, Historical Commission

*Vacancy on Finance Committee, CDA, Historical Commission and Council on Aging (4)*

Selectman Talbot made the motion to accept, with thanks and regrets, the resignations. Selectman Barnes seconded the motion. The motion passed unanimously (5-0).

## **Comments and Concerns of Citizens**

Selectman Morrin made a motion that “Somewhere Worth Seeing” moniker may not be used without permission of the Board. Selectman Barnes seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

Selectman McCarthy questioned the flashing neon light at a business on Main Street. She also noted the park behind the town pool must be cleaned up. Chairman Kruckas noted the Town Planner should look for a grant for a youth center. Selectman McCarthy noted the incident of violence against Shiloh, and stated the need for support for this man. Mr. Beckley noted several ideas are forming to address this.

Selectman Morrin questioned when the Senior Center would be open to the public; Mr. Beckley noted that the Health Department is reviewing.

## **Town Manager Report**

### Dates

May 24 – 6:30 Special Town Meeting (From April 24) and 7:00 Annual Town Meeting

### Open topics:

Underpass – Surveyor/engineer measuring the site for required work and cost estimate.

School bills

114 Main – After arranging with the State to reduce the procurement requirements in order for the Town to address the demolition, the private owner produced a signed contract with a demolition company. The Town will reach out to the contractor to assist with permitting and to determine a schedule.

On Monday, Water flushing will reach the final Zone 7, so the system will be complete by early next week.

The Veterans Agent and I have submitted a plan for Memorial Day ceremonies to the Health Director for both the ceremony and parade. This would be Monday, May 31.

The federal government has release guidelines for the Recovery Funds and webinars have been held. The attached is a summary. Next week, the State DOR is hosting a webinar on Massachusetts specific requirements. Ware's funds (\$2.8 million) will be issued through the State. The Board may want to discuss how to prioritize spending. These funds are much more flexible than the first round (for which there is approximately \$500,000 remaining).

Baystate has scheduled a meeting with legislators and Dr. Keroack and Molly Gray for Monday to discuss plans forward. Attached is their latest submittal to DPH.

### **Adjournment**

**Selectman Morrin made the motion at 9:35 p.m. to Adjourn the Regular Meeting. Selectman Talbot seconded the motion. The motion passed unanimously (5-0).**

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

**Mary L. Midura**  
**Executive Assistant to Town Manager**



## **Board of Selectmen**

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

**Regular Meeting Minutes – Tuesday, June 1, 2021 at 7:00 p.m.**

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

**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**

**Present:** Selectman Keith J. Kruckas, Selectman Nancy J. Talbot, Selectman Thomas H. Barnes, Selectman John J. Morrin, Town Manager Stuart B. Beckley, Executive Assistant Mary L. Midura, Treasurer Ashley Walker

**Absent:** Selectman Caitlin M. McCarthy

**Present via Zoom:** Ware River News Editor Eileen Kennedy, Danielle Souza

**Meeting Opened by Chairman Kruckas at 7:00 p.m.**

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

Selectman Barnes thanked the DPW for new STOP sign at Belchertown Road and at Moriarty Road. He also thanked Police and Fire and those who coordinated the Memorial Day ceremony.

Selectman Morrin also praised the parade and noted that the Ware River News incorrectly stated that the Town paid for the demolition of 114 Main Street.

### **Consent Agenda**

- **Reappointments of Special Police Officers, Honorary Police Officers, Matrons, and Constables**

Selectman Morrin made the motion to approve the reappointments. Selectman Barnes seconded the motion. The motion passed on a vote of 3 Yes, 0 No, 1 Abstention (Selectman Talbot), 1 Absent (Selectman McCarthy).

### **Scheduled Appearances**

- **Discussion with Town Hall Auditor, Set Parameters**

Selectman Talbot made the motion to Table to June 15, 2021. Selectman Barnes seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman McCarthy).

## **Old Business**

- **Update on Dangerous Dog, 16 Howard Road**

Mr. Beckley noted that he and Selectman Barnes visited the property and did not see changes in the fence. The owner has proceeded with an appeal, court date is set for June 10, 2021 at 2:00 pm. The Board discussed sending another letter stating conditions have not been met. Confirmation of insurance is needed.

- **Update on Slum & Blight Designation Benefits**

Mr. Beckley noted that the demolition of 73 West Main Street (\$25,000), demolition of Parker Street building (\$35-40,000), and Main Street lighting (\$20,000) have all been funded by this designation. Chairman Kruckas asked about Chapter 90 funds used for design study; Mr. Beckley noted total at \$300,000. The Board discussed the target area and different uses for block grant funds. The Board requested a map and tax revenue information for the next meeting.

- **Discussion of Water Resources Committee Future**

Selectman Morrin stated that the committee options are “off the rails and the purpose of this committee is to report to the Board of Selectmen with facts.

**Selectman Morrin made the motion to dissolve the Water Resources Committee. Selectman Kruckas seconded the motion, for the purpose of discussion.**

Terry Smith, Chairman of the Water Resources Committee, spoke about the town meeting and argued with Selectman Morrin. Chairman Kruckas gaveled the discussion and ordered Mr. Smith to leave the meeting. Sergeant Lawrence escorted Mr. Smith out of the meeting.

Cathy Buelow-Cascio stated there has been one organizational meeting and one site visit. She stated the town voted and this committee needs time to consider the needs of the town. She noted that Mr. Smith has the education and knowledge needed for this committee.

Chairman Kruckas noted the cost, based on current supply and demand for materials, is most likely closer to \$20-22million. Selectman Morrin noted that there was no consistent message presented to the voters, and there is need for facts and clear information.

Selectman Talbot stated that the USDA worked with the town, and designs and studies have shown the water issues are costly to fix, with the Water Filtration as the first step. She noted that every town has these issues, and this committee is needed. She stated this committee should be given parameters and guidelines to redefine expectations as to what the Board of Selectmen wants from this committee.

Chairman Kruckas agreed that if the Town must borrow to fix all these issues, the Board needs information for the long term. Selectman Morrin stated the committee needs to be more serious. Selectman Talbot stated that those appointed to this committee are knowledgeable and should be given direction and goals such as finding the history and sources for funding.

Selectman Barnes stated that a map of all the pipes would be part of an incremental plan. He noted that the MMA has indicated money targeted at small towns, and there are grants coming. Chairman Kruckas noted the town needs to know what to ask for to deliver clean water. Mr. Beckley noted the committee could research and provide information on infrastructure. Selectman Barnes stated this was not presented



correctly to the Board and to voters.

**Selectman Morrin stated he withdraws his motion. Selectman Kruckas also withdrew the second.**

Selectman Talbot suggested the Board of Selectmen meet with the Water Resources Committee to clarify parameters. Chairman Kruckas asked that those with needed knowledge to please come forward. Selectman Barnes stated he would coordinate an agenda for a meeting.

- **Update on Main Street Construction Project**

Mr. Beckley noted that Ludlow Construction should begin on June 7, 2021.

Chairman Kruckas asked the progress on 92-104 Main Street. Mr. Beckley noted that the architect and owner were here and agreed the building was not repairable. The Board asked about façade improvements; Mr. Beckley noted the next block grant would be Spring 2022. Chairman Kruckas noted that compliance with sprinkler systems is still needed by businesses, and the Main Street cannot be changed for five years.

#### **New Business**

- **Vote and Execution of Bond Documents**

Mr. Beckley noted that long term bonds are at 1.81% and short-term bonds are at .35%.

**Selectman Talbot made the motion to approve the Vote and Execution of Bond Documents. Selectman Barnes seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman McCarthy).**

- **Approval of Town Policies, Sections Three and Four**

**Selectman Barnes made the motion to approve Sections Three and Four of the Town Policies. Selectman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman McCarthy).**

- **Update RE: Liquor licenses, outdoor service**

Ms. Midura updated the Board with information from the Alcoholic Beverages Control Commission related to liquor licenses. Ralph Sacramone, Executive Director of the ABCC, recently spoke on a zoom seminar regarding the lifting of restrictions and June 15, 2021 ending of the State of Emergency.

Licensees that were approved for expanded outdoor service (Wicked Wings, Hanna's – but Hanna's never used theirs) may continue their outdoor operations for 60 days after the end of the state of emergency, which is Sunday, August 15, 2021. There is legislation pending to extend this further to November 29, 2021, but this is not yet approved. Mr. Sacramone stated that the outdoor service was very popular, especially in the Seaport area of Boston.

Mr. Sacramone said that if a town Board would like to make outdoor service a permanent option, the Town can start accepting applications immediately. This is up to each city or town, and it is advised that Town Counsel be consulted before the Town announces this. Each licensee that wishes to apply would have to complete a full Alteration of Premises application, and this includes a legal ad, public hearing, notice to abutters and all required documents as required by the ABCC. The Board of Selectmen would have to approve the outdoor service on a

contiguous property of the owner, OR the outdoor service can be on town-owned sidewalk or street if the Board (again, with town counsel and approval of departments such as the police, fire and DPW) by two additional documented approvals:

- 1) Grant a license to carry over a public way (sidewalk).
- 2) Grant a license to serve alcohol on that town-owned property.
- 3)

For example, if a town designated parking space on a street for a restaurant to serve outdoors, these two extra approvals would be needed in addition to the full application. These approvals would be sent to the ABCC for final approval with the application for Alteration of Premises.

Mr. Sacramone noted that there may be many such applications across the State between now and the end of the year. Many will, of course, rely on the seasons and weather. Mr. Sacramone suggested that, if the Board wants to offer this option to licensees to make outdoor service a permanent part of their liquor license, to announce it soon and send in approved applications from our level to the ABCC, the sooner the better.

The Board does not have to offer this. If the Board does not offer this, all outdoor extensions granted during the pandemic will have to cease on August 15, 2021, unless the Governor also extends this deadline (legislation submitted to the Governor to extend to November 29, no approval on this as yet).

Take Away/Delivery of Alcohol – all restaurants (Section 12) must end take away and delivery of alcohol on June 15, 2021. This also has legislation submitted to the Governor, but no approval as yet).

The ABCC will strictly enforce this, as well as compliance with certificate of occupancy, not serving to intoxicated individuals, and checking ID of all patrons both for on-premise (restaurants) and off-premise (package stores). Mr. Sacramone also noted that a licensee always has the right to refuse to serve or sell if the ID is questionable.

The Board of Selectmen also has the right to hold a show cause or informational hearing of any liquor licensee, after proper notification to the licensee. If it appears that a licensee is not re-opening, the Board of Selectmen has the right to question the licensee. Not using a liquor license is called a “pocket license” and is not allowed by the ABCC.

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

Selectman Barnes requested a permanent setup for zoom in the Selectmen’s meeting room.

Selectman Morrin asked about the hoops at Grenville Park; Mr. Beckley stated that the Parks Commission will review at their next meeting on June 7, 2021.

### **Town Manager Report**

#### **Dates**

June 3 – Mary Lane ER closure

Underpass – Surveyor/engineer contacted the town last week to confirm scope. They will present an estimate.

Thank you to the Veterans Council and all involved in a successful Memorial Day ceremony. Mr. Beckley also thanked the Historical Society and Stanley Ciukaj for the Ware Remembers ceremony.

Parker Street demolition. Wednesday morning at 7:00AM, Baystate Contracting Services will begin their abatement on 13-15 Parker St. At this time, no special provisions are required. They will do their containment work on the property and it will be taken away in a box truck, they will bring the water they need on the truck as necessary to do the work. This will be the course of procedure through the end of this week.

The DPW is paving Convent Hill Road and sections of Old Gilbertville Road this week. They are also preparing for paving work on Cummings Road.

Thank you to Chief Crevier for reaching out to friends at the New England Patriots to visit the young man attacked in Grenville Park. It meant a great deal to him.

The Town through the Planning Department is working on grants through the Commonwealth's new One Stop program. This program brings together multiple agencies and funding sources under one application. Several businesses are working on grants under this program with Town assistance, some particularly focusing on sprinkler assistance. Additionally, the Town is seeking assistance for the Brownfield site on Monroe Street and the parcel in the Millyard which the Town acquired through tax taking.

Future agenda discussions: Marijuana retail – town meeting vote allows for two more retail establishments, and CARES funding priorities – restrictions are related to Covid. The ultraviolet system to clean ambulances and police vehicles was bought through this funding.

Selectman Morrin asked if a new Health Director is hired; Mr. Beckley stated that Stephen Bell is the new Health Director. Selectman Morrin asked for discussion at the next meeting for water rate increases. Selectman Morrin asked if the Senior Center is repaired; Mr. Beckley noted the parts are coming in about a month. Selectman Morrin asked when the Senior Center will open or if there will be a vaccine clinic; Mr. Beckley noted the Director is working with Health Department. The Board requested an update from the Senior Center Director at the next meeting.

Selectman Morrin asked the progress of the regional dispatch; Mr. Beckley noted that WESTCOMM is at the top of the list for the grant, and details are being worked out.

Selectman Morrin asked the status of the Hardwick Ambulance Services; Mr. Beckley noted that the Hardwick representatives met with our Fire Chief, and all are waiting to hear from Barre and West Brookfield. Chairman Kruckas asked Mr. Beckley to set up a meeting on this issue.

The Board discussed the closing of the BMLH emergency services on June 3, 2021. Chairman Kruckas requested KP Law be contacted to question the trusts and accounts.

Selectman Barnes asked about the Route 32 bridge; Mr. Beckley noted a light would be set up and the project would be done in 2022-2024.

Selectman Morrin asked about demolition of the building across from Bruso Liquor Mart; Mr. Beckley noted this is in process.

Selectman Morrin asked progress on placing Board of Selectmen meetings on YouTube; Mr. Beckley noted this has not been done.

### **Adjournment**

**Selectman Talbot made the motion at 8:45 p.m. to Adjourn the Regular Meeting. Selectman Morrin seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman McCarthy).**

**Attest:** \_\_\_\_\_  
**Mary L. Midura**  
**Executive Assistant to Town Manager**



# 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

June 11, 2021

Dear Select Board,

I am requesting that Owen R. Sablack be appointed as a part-time police officer. Owen was previously a part-time officer with the Ware Police Department but resigned due to personal reasons in 2019. He is requesting to be re-appointed and I have no issues nor do I have any reservations of same.

Respectfully,

A handwritten signature in black ink, appearing to read "Chief Shawn C. Crevier".

Chief Shawn C. Crevier  
Ware Police Department

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: Domestic Violence Awareness Walk Event Producer: Wave River Valley Domestic Violence Task Force

**Primary Contact Information:**

Primary Contact Name: Jennie Simmons Fax: \_\_\_\_\_

Non-Profit Organization / Event: Yes X No \_\_\_\_\_

Day Phone: 413-967-6641 Cell Phone: \_\_\_\_\_

E-mail: Simmonsjenne68@gmail.com Website: \_\_\_\_\_

**Event Information:**

Event Address / Location: Veterans Park, Main St., Ware

Starting Date: 10/23/21 Time: noon M Ending Date: 10/23/21 Time: 2 PM

Total attendance expected: 75-100 Rain plan: move into Town Hall

List any streets to be closed for special event: —

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

Task Force members will gather around noon to set up displays, information, etc. At 1 PM, all will gather to listen to speakers. Then the walk will take place: cross Main St., down West St., left onto Pylaski St., left on South St., left onto Main St., return to Veterans Park. After final speakers, Veterans Park will be cleaned up and vacated.

**X Police Department, 22 North Street (413-967-3571)**

**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 would appreciate at least one officer to help walkers cross Main St., and any number who would like to attend are welcome.*

**Board of Selectmen, Town Hall (413-967-9648 x.101)**

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

**ENTERTAINMENT LICENSE**

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

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

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

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

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

**WEB LINKS**

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

**VENUES**

**Town Parks**

**Grenville Park including Bandshell and Pavilion**

**Veterans Memorial Park and Lot**

**Memorial Field**

**Town Hall Auditorium – Capacity 400**

**Ware Senior Center, Robbins Road**

**School Buildings**

*Auditoriums*

*Cafeteria*

*Gyms*

*Classrooms*

**School Grounds**

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

I, Jennie Simmons, a representative from Ware River Valley 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 WDVT), 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, WDVT 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 WDVT use of Veterans Park.  
WDVT 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 3rd day of June, 20 21, on behalf of WDVT by Jennie Simmons, its Walk Coordinator

X Jennie A. Simmons Date 6/3/21  
Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

\*\*\*\*\*  
**\*\* This application packet (the checklist and the permit application) will be reviewed by each department for sign-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 \_\_\_\_\_ Date: \_\_\_\_\_

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

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

1 Robert J. [Signature] 05/3/21

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

Fire Department EMAIL ✓ Date: 6/3/2021

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

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



## Ware Senior Center Quarterly Activity Report FY21 Qtr 4

### Notes:

- Going into June, the last month of the quarter, we have continued to provide the Seniors of Ware with the most important services that we could under the established guidelines. In April and May combined our kitchen had provided 1597 meals, delivering 234 of those to people that could not get here on their own.
- Since March of 2020 we have provided 12,682 meals, 2041 of which were delivered to homes using a no contact exchange system.
- In the fourth quarter to date our Social Services Coordinator, Maire Brighid Bresnahan logged 185 service unit contacts covering a broad range such as wellness checks, financial assistance, Food Stamp (SNAP) applications, fuel assistance, health insurance enrollment and Social Security queries.
- Since March of 2020 Maire Brighid has provided 1,289 service unit contacts while maintaining a 38% unduplicated to duplicated rate. Meaning more than one out of every three people she assisted were receiving that service for the first time.
- On April 13<sup>th</sup> we hosted the second round of vaccinations for the Department of Public Health's Homebound Vaccination Program. Working in partnership with the Quabbin Regional DPH we were able to provide a safe space for over 20 homebound individuals to receive their Covid-19 vaccines making the program much more efficient and effective.
- Attended an AARP webinar on Developing Outdoor Spaces That Bring a Community Together as part of the Age Friendly Community initiative.
- Both Maire Brighid and myself attended the Massachusetts Council on Aging's Small and Rural Conference. Topics included: Food Security Solutions, Resilience in Uncertain Times, Regional Public Health Collaboration and COA Programming in a Post-Pandemic World.
- Attended Webinar "On Demand Community Transportation"
- Met with WestMass ElderCare to discuss FY22-23 Transportation Grant Application parameters
- Submitted \$20K FY22-23 Title IIB Transportation Grant Application to WestMass Elder Care
- Collaborated with PVTa to submit a \$40k transportation grant proposal to the MADOT for extended services to seniors/disabled through a pilot, hybrid route system that will allow for medical transports to Wing and Leeds.
- Continued to advocate for the seniors of Ware as a volunteer attendant at relevant Board and Committee meetings such as the Bay State Health Eastern Region Community Benefits Advisory Committee, the Quaboag Region Coordinating Council, the Quaboag Hills Community Coalition, the Quaboag Hills Community Coalition Board of Directors and Quaboag Hills Substance Use Alliance, The Brookfield Institute Board of Directors, the Behavioral Health Network-Carson Center Advisory Board, the Age Friendly Pioneer Valley Planning Group and the Western Massachusetts COA Directors Cohort.
- Continued to provide assistance at the Mobile Food Pantry at Grenville Park which is heavily attended by Ware seniors.
- Delivered 2-3 boxes of food items each month to at risk seniors/disabled individuals through the Amherst Survival Center Food Initiative which is now delivering to 150 senior/disabled households in Ware each month from four locations.
- Distributed 405 Brown Bags of grocery items from the Western Mass Food Bank for the quarter.



## Two Stage Re-Opening

Working in conjunction with Stephen Bell from the Quabbin Regional Department of Public Health, we have spent a number of hours assessing the overall public health landscape as it pertains to the senior citizens of Ware. As is well known, the Covid-19 pandemic was especially devastating to people in the 65+ demographic. The CDC statistics have shown that 8 of out 10 of the Covid-19 related deaths in the United States happened to people 65+ years of age. For that reason and more it was necessary to be cautious and premeditated before resuming operations as normal.

Many positive signals have emerged in the last month with the lifting of the State Mandates, Public Health Emergency Status, vaccines now easily available and the key senior demographics of 75+ and 65+ now over 70% fully vaccinated in Ware; it is time to finally get back to business as usual at the Senior Center.

Taking advice from the Massachusetts Councils on Aging and the Executive Office of Elder Affairs we have gone through the Senior Center with Stephen and have addressed the physical needs of the building to accommodate the reintroduction of people into the space. We also discussed the various programs and services that take place in the building and created a timeline for those things to return and at what capacity.

Some of the immediate changes to the structure include:

- Plexiglass shielding around the entire front desk reception space
- Crowd control posts and ropes to direct traffic flow into the building
- Created a single entry, single egress (other than emergency) complete with sign in/sanitize station
- We have also secured 16 cases of hand sanitizer, 14 cases of antibacterial hand wash, 4 gallons of hand sanitizer refill, and 2 cases of anti-bacterial wipes
- Computer stations have been spaced to six feet apart
- Several large, easy to read, mask policy and guidelines posters will be displayed around the building

## Stage One

“Soft” open on Tuesday July 6<sup>th</sup>. Consistent with the DPH, MCOA and other Western Mass COA Cohort suggestions the building will be open to limited small group activities that are time sensitive and participants can remain safely distanced. For example, Tai Chi, Line Dancing or Group exercise. Classes will require pre-registration and will be limited to 12 per class. Meals will continue to be served as a grab and go service in the parking lot. Social Services can be provided by appointment only and in a one on one format. There will be no BINGO/Cards, Arts/Crafts, Quilting, Book Club or Exercise Equipment at this time

This will give Chef Alton Davis the month of June and July to re-stock the kitchen and prepare for the transition back to congregate meals. It will also allow volunteer staff windows of opportunity to come back into the building and bring their areas up to speed for the full opening.

This will also allow the Town of Ware as a whole to improve on the 43% total vaccinated rate, as more people have just had or are about to receive their first shot and their second will occur in July. This is significant because 25-30% of our seniors are still not vaccinated and a Covid positive contact with any other unvaccinated age group can become problematic were they to come in to the Senior Center.

Van service will come back online for three days a week as we are down to one volunteer driver. Lunches will continue to be delivered five days a week through the end of July.

## Stage Two

Full Opening Monday August 2<sup>nd</sup>. The building will return to full operations and resume a full program schedule. We will be resuming congregate meals in the dining area, although a hybrid of three days-congregate/two-days grab and go is being considered in light of the rapidly increasing costs of food supplies.

The State Mask Policy will still be in effect and will continue to be posted pending any changes at the State level.

Communal activities such as BINGO, Card Leagues, Book Club, Quilting Club, Art Class and Exercise equipment will be reinstituted with some new guidelines on hygiene/sanitizing protocols and social distancing where applicable.

Entry/egress to and from the building will continue to be restricted (with the exception of an emergency) and the sign in/ sanitize station will remain part of the entry protocol.

Social Services will continue to be by appointment only on a one on one format.

On August 4<sup>th</sup> and the first Wednesday of every month subsequently, we have scheduled the return of Foot Care Services with Dianne DeWan LPN who provides various foot related procedures for seniors especially for diabetics who are at high risk for infection and disease.

Starting August 12<sup>th</sup> Heritage Hearing Care of New England will return for hearing wellness clinics and hearing aid checks that repeat every other month.

We are also working with the Quabbin Regional DPH Nurse Amy Langone to schedule regular health clinics to take place at the Senior Center with varying topics such as Glucose screening, high blood pressure screening and more.



## **TOWN OF WARE**

**Town Manager**

126 Main Street

Ware, MA 01082

413-967-9648 x100

**June 11, 2021**

**To : Board of Selectmen**

**From : Stuart Beckley, Town Manager**

**Subject: Hardwick Ambulance Service Agreement Extension**

Attached is a proposed renewal of the Hardwick ambulance service agreement. This agreement reflects continuation of ambulance services to the western side of Hardwick as show on the attached map and list of roads. It reflects the Board's required cost to Hardwick of \$77,000.

Hardwick is working with the town of Barre to provide service on the other part of town, so this proposed agreement includes Barre EMS as part of the oversight committee.

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

An Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Town of Ware with a principal place of business at 126 Main Street, Ware, MA 01082 ("Ware"), and Town of Hardwick with a principal place of business at 307 Main Street, Gilbertville, MA 01031 ("Hardwick").

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, \_\_\_\_\_. 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 each fiscal year 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.

6. 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.

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

8. 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.

9. Hardwick and Ware, through their respective Boards of Selectmen, shall establish 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 will be invited to the meetings for operations updates.

10. 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.

11. 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

12. 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.

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**TOWN OF WARE**

**TOWN OF HARDWICK**

By its Town Manager and Select Board

By Town Administrator and Select Board

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

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

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

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

## **HIPAA – BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is dated as of the 2<sup>nd</sup> 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**

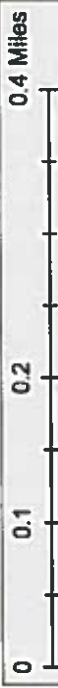
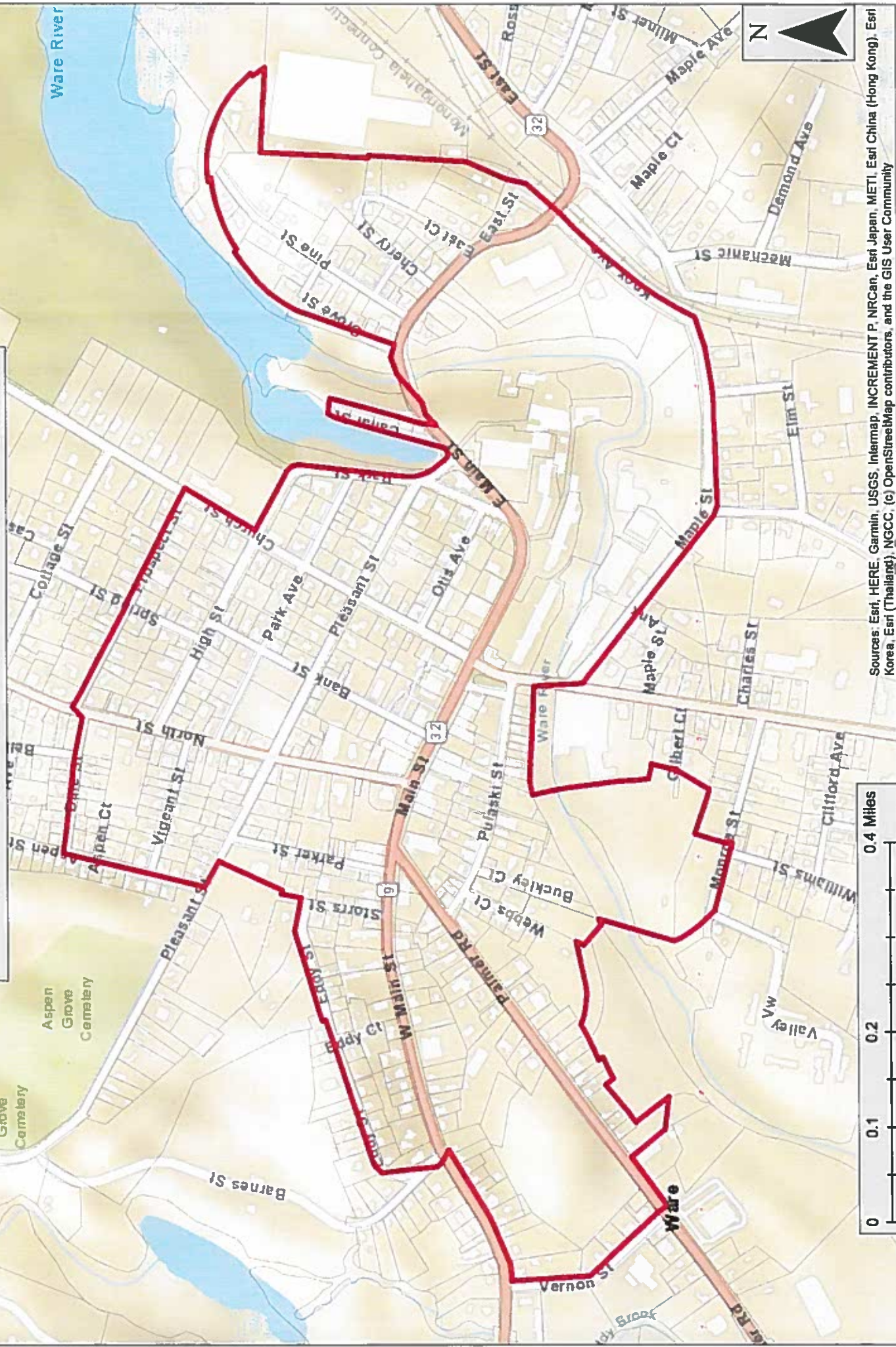
By: \_\_\_\_\_

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



# Slum and Blight District

Adopted in 2016



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



## Beckley, Stuart

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**From:** Theodore BALICKI <bandit5@comcast.net>  
**Sent:** Friday, June 11, 2021 10:01 AM  
**To:** Beckley, Stuart; Gerry Fountain; Devin Peterson  
**Subject:** Slum and Blight abatements

**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.

Stuart, there have been NO Slum and Blight abatements issued since this designation took place. Abatements are given when they meet the proper criteria. Property values have been increasing the past few years and home sale price information has shown that.  
Thanks, Ted



## TOWN OF WARE

**Town Manager**

126 Main Street  
Ware, MA 01082  
413-967-9648 x100

**June 11, 2021**

**To : Board of Selectmen**

**From : Stuart Beckley, Town Manager**

**Subject: Tree Warden appointment/election**

In reviewing the Tree Warden position, the Town Attorney determined that by statute the Tree Warden is an elected position unless a town changes by bylaw. He had recommended that Town Meeting consider the following language:

“ To see if the Town will vote pursuant to M.G.L.c. 41 section 1 that the position of Tree Warden shall be filled by appointment by the (Select Board or Town Manager) for a term of 3 years.”

The term of office could be changed to one or two years since statute says for a term of one or more years. This could also be done by bylaw since statute says; “unless the Town by vote or by-law provides that he shall be appointed” But going with a vote is much simpler/easier than doing this with a by-law.

The first question for the Board’s consideration is whether the preference is for an elected or appointed position.

Thank you.

## CARES Act CvRF - Municipal Program Reconciliation Period Application Form

### Overview:

The Commonwealth of Massachusetts has made up to \$502 million available to municipalities to address the unexpected costs associated with COVID-19 from the federal Coronavirus Relief Fund. Municipalities may apply to receive funds through the Coronavirus Relief Fund - Municipal Program (CvRF-MP). This is the application form for the Reconciliation Period. In the Reconciliation Period, municipalities that have not received their entire Total Eligible Amount are eligible to apply for up to their remaining balance, known as the "Remaining Eligible Amount" on a reimbursement basis.

### Municipality Key Data - Populate Fields Highlighted in Yellow\*

Municipality Name:	Ware	DOR Code:	309
Contact First Name:	Stuart	Total Eligible Amount:	865,013
Contact Last Name:	Beckley	Remaining Eligible Amount:	602,414
Contact E-mail Address:	sbeckley@townofware.com		
Contact Phone Number:	413-967-9648 x100		
Municipal CEO First Name:	Keith		
Municipal CEO Last Name:	Kruckas		
Municipal CEO E-mail Address:	kkruckas@townofware.com		
Municipal CEO Phone Number:	413-967-9648 x101		

### Instructions

1. Populate municipality key data fields above, including contact information(*Start Here*)
2. Review FEMA Details tab for information on expenditure categories that are eligible for FEMA true up (FEMA Details)
3. Based on eligible expenditure categories, identify uncovered FEMA costs. Populate uncovered FEMA costs, up to Total Eligible Amount. Provide information in all highlighted cells. Enter total expenditure amount (FEMA True Up)
4. If have Remaining Eligible Amount and additional expenses to seek for reimbursement, populate New Expenditures tab with itemized expenses. Please review FEMA Reimbursement Eligibility tab before populating this tab, as costs eligible for FEMA reimbursement are not eligible for CvRF reimbursement(*New Expenditures*)
5. Review *End Here* tab to ensure have not exceeded Total Eligible Amount and that template is properly calculating amount requested (*End Here*)
6. Populate Attachment B to certify application and attest to proper documentation(6. Att. B - Certification)
7. Upload completed application template and signed certification form here:

<https://www.mass.gov/forms/cvrf-mp-reconciliation-round-application-submission>

### Template Version:

6/9/2021

### Upload Notes:

Save this template with the following file name: *Ware.ReconciliationRound.xlsx*

A&F will review and approve applications on a rolling basis. Municipalities can submit multiple applications during the reconciliation period. However, A&F strongly recommends that municipalities minimize the number of applications to facilitate timely payment processing.

### Municipality Notes:

If applicable, provide updated contact information or other relevant information:

Also Tracy Meehan, Town Accountant, tmeehan@townofware.com, 413-967-9648 x106

# CARES Act CvRF - Municipal Program Reconciliation Period New Expenditures

This tab can be used to request reimbursement for COVID-19 expenditures above and beyond CvRF-MP funding received to-date. Please review the FEMA Reimbursement Details tab to ensure costs requested are not eligible for FEMA reimbursement based on fall (pre-1/21/21 costs) or April (post-1/21/21 costs) guidance.

Total Request \$ 49,563.67

To populate this tab, please enter itemized eligible expenses for which you are seeking reimbursement (cannot exceed Total Eligible Amount). Please provide subrecipient information, a description of the expense, transaction date, an expenditure subcategory, and the total expenditure amount.

Subrecipient Information		Expenditure Details				
Vendor/Payee Name	Transaction Number	Description	Expenditure Start Date	Expenditure End Date	Attachment A Expenditure Subcategory	Total Expenditure Amount
Red River Farm	001	Food for Food Pantry	12/14/2020		Food banks/food pantries - need to be tied to COVID-19	780
Letendre LLC	002	Food for Food Pantry	12/5/2020		Food banks/food pantries - need to be tied to COVID-19	20
JRZ Enterprise/Hanna Devine's	003	Community Meals	12/23/2020		Food banks/food pantries - need to be tied to COVID-19	1,305
Wicked Wing Co	004	Community Meals	12/28/2020		Food banks/food pantries - need to be tied to COVID-19	1,305
Astronaut Pizza House	005	Community Meals	12/29/2020		Food banks/food pantries - need to be tied to COVID-19	1,305
Teresa's Restaurant	006	Community Meals	12/30/2020		Food banks/food pantries - need to be tied to COVID-19	1,305
Aspen St Rod & Gun Club	007	Community Meals	12/21/2020		Food banks/food pantries - need to be tied to COVID-19	1,044
Walmart Community	008	Food for Food Pantry	12/16/2020		Food banks/food pantries - need to be tied to COVID-19	1,242
Nikos Pizza	009	Community Meals	12/23/2020		Food banks/food pantries - need to be tied to COVID-19	869
Mexicali Grill	010	Community Meals	12/28/2020		Food banks/food pantries - need to be tied to COVID-19	1,305
Red River Farm	011	Food for Food Pantry	1/15/2021		Food banks/food pantries - need to be tied to COVID-19	465
Letendre LLC	012	Food for Food Pantry	1/19/2021		Food banks/food pantries - need to be tied to COVID-19	250
JRZ Enterprise/Hanna Devine's	013	Community Meals	1/13/2021		Food banks/food pantries - need to be tied to COVID-19	1,425
Aspen St Rod & Gun Club	014	Community Meals	2/2/2021		Food banks/food pantries - need to be tied to COVID-19	1,140
Walmart Community	015	Food for Food Pantry	1/16/2021		Food banks/food pantries - need to be tied to COVID-19	133
Astronaut Pizza House	016	Community Meals	2/9/2021		Food banks/food pantries - need to be tied to COVID-19	1,425
Mexicali Grill	017	Community Meals	2/11/2021		Food banks/food pantries - need to be tied to COVID-19	1,425
Nikos Pizza	018	Community Meals	2/11/2021		Food banks/food pantries - need to be tied to COVID-19	949
Teresa's Restaurant	019	Community Meals	2/23/2021		Food banks/food pantries - need to be tied to COVID-19	1,350
Walmart Community	020	Food for Food Pantry	2/16/2021		Food banks/food pantries - need to be tied to COVID-19	319
Wicked Wing Co	021	Community Meals	2/28/2021		Food banks/food pantries - need to be tied to COVID-19	1,425
Theatrix	022	Sound/Seating for Outdoor Town Meeting	4/24/2021		Election expenses	2,811
Meridia	023	Voting System for Town Meeting	5/11/2021		Election expenses	9,775
AMAZON CAPITAL SERVICES	024	Chromebook/Case/Mouse	10/28/2020		Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops)	347
AMAZON CAPITAL SERVICES	025	USB Network Adapter	11/21/2020		Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops)	25
AMAZON CAPITAL SERVICES	026	Chromebooks	11/25/2020		Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops)	1,578

# CARES Act CvRF - Municipal Program Reconciliation Period New Expenditures

This tab can be used to request reimbursement for COVID-19 expenditures above and beyond CvRF MP funding received to-date. Please review the FEMA Reimbursement Details tab to ensure costs requested are not eligible for FEMA reimbursement based on fall (pre-1/21/21 costs) or April (post-1/21/21 costs) guidance.

Total Request \$ 49,563.67

To populate this tab, please enter itemized eligible expenses for which you are seeking reimbursement (cannot exceed Total Eligible Amount). Please provide subrecipient information, a description of the expense, transaction date, an expenditure subcategory, and the total expenditure amount.

Subrecipient Information		Expenditure Details				
Vendor/Payee Name	Transaction Number	Description	Expenditure Start Date	Expenditure End Date	Attachment A Expenditure Subcategory	Total Expenditure Amount
AMAZON CAPITAL SERVICES	027	Cases/Network Adapters	12/3/2020		Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops)	202
AMAZON CAPITAL SERVICES	028	Chromebooks/Cases/Adapters	11/21/2020		Accelerated telework capacity - infrastructure, subscriptions for meeting services, hardware (laptops)	1,155
Inclusion Solutions, LLC	029	Voting Booths	10/21/2020		Election expenses	3,564
PC Enterprise	030	Chromebooks	2/25/2021		School distance learning - Planning and development, including IT costs	9,220

**CARES Act Coronavirus Relief Fund - Municipal Program Reconciliation Period Application Summary**

Municipality: Ware

Total Eligible Amount	865,013
Remaining Eligible Amount:	602,414
Amount Requested Reconciliation Round	49,564
Remaining CvRF Amount	552,850

**CARES Act Coronavirus Relief Fund - Municipal Program Reconciliation Period Application Checklist**

Please certify the following steps are complete before uploading your application.

Confirm Completion (Y/N)	Tab Name	Action	If incomplete, action required
Yes	Start Here	Contact information is populated	Enter contact's name & information and municipal CEO's name & information
Yes	FEMA True Up	Uncovered FEMA costs have been populated	Enter itemized eligible uncovered FEMA costs for which you are seeking reimbursement (remaining 75%)
Yes	New Expenditures	New COVID-19 expenditures have been populated	Enter COVID-19 expenditures above and beyond CvRF-MP funding received to-date for which you are seeking reimbursement
Yes	End Here	Summary information (above) has been reviewed for accuracy	Review summary information to validate accuracy of amount reported
Yes	Att. B Certification	Certification document printed, signed, and scanned	Print certification, sign form, and scan completed form

Once checklist is complete, please upload your completed application here:

<https://www.mass.gov/forms/crf-mp-reconciliation-round-application-submission>

## Attachment B: CvRF - MP Certification

I, Keith Kruckas, am the chief executive of Ware, and I certify that:

1. I have the authority on behalf of Ware to request payment from the Commonwealth of Massachusetts. At this time, I am requesting payment in the amount of:

\$ 49,564

This request covers costs from costs from March 1, 2020 to December 30, 2021 in connection with section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) ("section 601").

2. I understand that the Commonwealth will rely on this certification as a material representation in making a payment to Ware
3. As required by federal law, proposed uses of the funds provided as payment in response to this request will be used only to cover those costs that - were necessary expenditures incurred due to the public health emergency, were not accounted for in the budget most recently approved as of March 27, 2020, and were incurred during the period that begins on March 1, 2020 and ends on December 30, 2021.
4. I will collect and retain sufficient documentation to demonstrate that the expenses delineated in this application were incurred within the eligibility limits outlined in item 3 above and established for the Coronavirus Relief Fund. Documentation includes, but is not limited to, receipts, invoices, purchase orders, contracts, contemporaneous memoranda, or other relevant materials. These materials must be stored in an easily accessible and searchable format, in municipal control, and in compliance with municipal document retention policies. This documentation will be maintained in compliance with applicable federal, state, and municipal law to support internal and external audits of these obligations and expenditures. As a subrecipient of this grant, the Executive Office for Administration and Finance, on behalf of the Commonwealth, reserves the right to request audit evidence at a future date.
5. I will report quarterly on incurred expenses in a form prescribed by the Secretary of Administration and Finance.
6. I will coordinate with the Executive Office for Administration and Finance in optimizing federal funds from section 601 and other potentially available federal sources. In particular, I will prioritize and coordinate application for FEMA reimbursement where available.
7. To the extent actual expenditures are less than the amount requested per item 1 above, I agree to return the balance of unspent funds to the Commonwealth.  
If the United States Department of the Treasury recoups funds from the Commonwealth based on a determination they were used by Ware in a manner not in compliance with section 601, I agree that the Commonwealth may recover funds from the city or town through an assessment or deduction from the city or town's periodic unrestricted local aid distribution.

Signature:

Title:

Date:

6/9/2021



## **TOWN OF WARE**

### **Town Manager**

126 Main Street

Ware, MA 01082

413-967-9648 x100

**To : Board of Selectmen**

**From : Stuart Beckley, Town Manager**

**Subject: ARPA funds**

The American Recovery Plan Act will provide the Town of Ware with approximately \$2.8 million over two years. The first payment (half) should be received sometime next week. Attached is a list of acceptable and possible uses for the funds. The four main categories are:

- Response to Public Health Emergency
- Premium pay to eligible workers
- Providing Government services
- Necessary investments in infrastructure

These are very broad categories with many options. Would the Board please consider priorities for spending among the possible uses? It may be helpful to connect with town departments as well as town residents to further learn about the needs and priorities of residents



subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

#### **§ 35.5 Use of funds.**

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

#### **§ 35.6 Eligible uses.**

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:

(1) *COVID-19 response and prevention.* Expenditures for the mitigation and prevention of COVID-19, including:

(i) Expenses related to COVID-19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;

(ii) COVID-19-related expenses of public hospitals, clinics, and similar facilities;

(iii) COVID-19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities;

(iv) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(v) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(vi) Costs of providing COVID-19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants;

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID-19;

(viii) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment;

(ix) Expenses for communication related to COVID-19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID-19;

(x) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment;

(xi) Expenses for disinfection of public areas and other facilities in response to the COVID-19 public health emergency;

(xii) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety;

(xiii) Expenses for quarantining or isolation of individuals;

(xiv) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions;

(xv) Expenses for treatment of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome;

(xvi) Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities;

(xvii) Expenses related to establishing or enhancing public health data systems; and

(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services.

(2) *Public health and safety staff.* Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency.

(3) *Hiring State and local government staff.* Payroll, covered benefit, and other costs associated with the recipient increasing the number of its employees up to the number of employees that it employed on January 27, 2020.

(4) *Assistance to unemployed workers.* Assistance, including job training, for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

(5) *Contributions to State unemployment insurance trust funds.* Contributions to an unemployment trust fund up to the level required to restore the unemployment trust fund to its balance on January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and [INSERT DATE OF PUBLICATION IN THE FEDERAL REGISTER].

(6) *Small businesses.* Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(7) *Nonprofits.* Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(8) *Assistance to households.* Assistance programs, including cash assistance programs, that respond to the COVID-19 public health emergency.

(9) *Aid to impacted industries.* Aid to tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency.

(10) *Expenses to improve efficacy of public health or economic relief programs.* Administrative costs associated with the recipient's COVID-19 public health emergency assistance programs, including services responding to the COVID-19 public health emergency or its negative economic impacts, that are not federally funded.

(11) *Survivor's benefits.* Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to widows, widowers, or dependents of individuals who died of COVID-19.

(12) *Disproportionately impacted populations and communities.* A program, service, or other assistance that is provided in a qualified census tract, that is provided to households and populations living in a qualified census tract, that is provided by a Tribal government, or that is provided to other households, businesses, or populations disproportionately impacted by the COVID-19 public health emergency, such as:

(i) Programs or services that facilitate access to health and social services, including:

(A) Assistance accessing or applying for public benefits or services;

(B) Remediation of lead paint or other lead hazards; and

(C) Community violence intervention programs;

(ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including:

(A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless;

(B) Development of affordable housing to increase supply of affordable and high-quality living units; and

(C) Housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity and to reduce concentrated areas of low economic opportunity;

(iii) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, including:

(A) New or expanded early learning services;

(B) Assistance to high-poverty school districts to advance equitable funding across districts and geographies; and

(C) Educational and evidence-based services to address the academic, social, emotional, and mental health needs of students; and

(iv) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on childhood health or welfare, including:

(A) New or expanded childcare;

(B) Programs to provide home visits by health professionals, parent educators, and social service professionals to individuals with young children to provide education and assistance for economic support, health needs, or child development; and

(C) Services for child welfare-involved families and foster youth to provide support and education on child development, positive parenting, coping skills, or recovery for mental health and substance use.

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if it prioritizes low- and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

(d) *Providing government services.* For the provision of government services to the extent of a reduction in the recipient's general revenue, calculated according to paragraphs (d)(1) and (2) of this section.

(1) *Frequency.* A recipient must calculate the reduction in its general revenue using information as-of December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 (each, a calculation date) and following each calculation date.

(2) *Calculation.* A reduction in a recipient's general revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_{t;0} \}$$

Where:

*Base Year Revenue* is the recipient's general revenue for the most recent full fiscal year prior to the COVID-19 public health emergency;

*Growth Adjustment* is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

$n$  equals the number of months elapsed from the end of the base year to the calculation date.

*Actual General Revenue* is a recipient's actual general revenue collected during 12-month period ending on each calculation date;

Subscript  $t$  denotes the specific calculation date.

(e) *To make necessary investments in infrastructure.* A recipient may use funds to make investments in:

(1) *Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12); or,

(2) *Broadband.* Broadband infrastructure that is designed to provide service to unserved or underserved households and businesses and that is designed to, upon completion:

(i) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds;  
or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service meeting the standards set forth in paragraph (e)(2)(i) of this section:

(A) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(B) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

#### **§ 35.7 Pensions.**

A recipient may not use funds for deposit into any pension fund.

#### **§ 35.8 Tax.**

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and



(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

#### **§ 35.9 Compliance with applicable laws.**

A recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

#### **§ 35.10 Recoupment.**

(a) *Identification of violations—(1) In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or Territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment—(1) In general.* Except as provided in paragraph (b)(2) of this section, Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.5, § 35.6, or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

- (i) The amount set forth in § 35.8(c); and,
- (ii) The amount of funds received by such recipient.

(c) *Notice.* If Treasury calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient a written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless Treasury extends the time period, within 60 calendar days of receipt of a notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to Treasury requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to Treasury a written request that includes:

- (1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and
- (2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless Treasury extends the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

(f) *Repayment of funds.* Unless Treasury extends the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by Treasury:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

#### **§ 35.11 Payments to States.**

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until the date that is twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary at least 30 days prior to the date referenced in paragraph (a) the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and,

(2) Any reports required to be filed by that date pursuant to this subpart that have not yet been filed.

#### **§ 35.12 Distributions to nonentitlement units of local government and units of general local government.**

*(a) Nonentitlement units of local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of government in such State or Territory in accordance with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

*(b) Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this paragraph (b).

*(c) Units of general local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

*(d) Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.



## COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT is entered into this 15<sup>th</sup> day of June 2021 by and between 82<sup>nd</sup> Wellness, a Massachusetts registered marijuana dispensary with a principal office of 14 West Street, Ware, MA 01082 and the Town of Ware, a Massachusetts municipal corporation with a principal address of 126 Main Street, Ware MA 01082 ("the Town").

WHEREAS, 82<sup>nd</sup> Wellness wishes to become a Marijuana Retailer in the Town in accordance with regulations issued by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC); and

WHEREAS, 82<sup>nd</sup> Wellness intends to provide certain benefits to the Town in the event that it is licensed to operate an Adult-Use-Retail (brick & mortar) establishment and receives all local approvals.

NOW THEREFOR, in consideration of the provisions of this Agreement, 82<sup>nd</sup> Wellness and the Town agree as follows:

### A. TERM

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

### B. Community Impact Fee

1. 82<sup>nd</sup> Wellness shall pay to the Town annually a sum equal to 3.0% of the total gross annual sales of the Ware marijuana retail establishment. 82<sup>nd</sup> Wellness will make a \$50,000 initial payment upon store opening that will be subtracted from the first year's annual payment.
2. All subsequent payments shall be made annually at the end of each 12 months of operation and shall continue for a period of 5 years. The maximum duration in accordance with G.L.c.94G, 3 of the Massachusetts State Law.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for traffic mitigation measures in connection with the operation of the Marijuana Retail establishment, community wellness programs, and other efforts and initiatives for the support of patient health.

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

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

### D. Community Support

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

82<sup>nd</sup> Wellness shall annually certify to the Town at the time of its Annual Payments the number of hours and nature of the community service rendered by its employees / management within the community.

### E. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations. 82<sup>nd</sup> Wellness will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, (ex. Ware farmers with an adult-use Cultivator or Craft Marijuana

Cooperation license), contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents in coordination with local groups such as Education to Employment.

**F. Security**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, 82<sup>nd</sup> Wellness shall work with the City's Police Department in determining the placement of exterior security cameras.

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

To the extent requested by the Town's Police Department, 82<sup>nd</sup> Wellness shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

**G. No Joint Venture**

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

**H. Agreement**

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.
2. The obligations of 82<sup>nd</sup> Wellness and the Town recited herein are specifically contingent upon 82<sup>nd</sup> Wellness becoming a Marijuana Retailer and obtaining a "Retail (brick and mortar)" license type per the 2018 Adult-Use of Marijuana Program regulations, for operation of a retail establishment in the Town and 82<sup>nd</sup> Wellness receipt of all necessary local approvals to locate, occupy, and operate a retail location for adult-use in the Town.

**TOWN OF WARE**

**82<sup>nd</sup> WELLNESS, LLC**

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

By:   
Michael E. Harris, Manager

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

DATE: June 15, 2021

**Midura, Mary**

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**From:** Beckley, Stuart  
**Sent:** Tuesday, June 8, 2021 12:10 PM  
**To:** Midura, Mary  
**Subject:** FW: Cedar Roots HCA for Retail at 50 E Main St  
**Attachments:** Retailer Ware Host Agreement CedarRoots.docx

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**From:** Mary Feeny <mary.lotuff.feeny@gmail.com>  
**Sent:** Tuesday, June 8, 2021 9:54 AM  
**To:** Beckley, Stuart <sbeckley@townofware.com>; Rick <rick@lotuff.com>; Mary Feeny <mary.lotuff.feeny@gmail.com>  
**Subject:** Cedar Roots HCA for Retail at 50 E Main St

**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.

Stuart,

I am attaching a proposed HCA for one of the proposed retail licences the Town will be offering. I am noticing the Zoning Laws, as amended in June 2020 change the definitions slightly from before. CAN you confirm if I am asking the Town for permission to operate a "Hybrid Marijuana Establishment?" This definition appears to blend retail for both medical and recreational use. As the laws continue to change, we would like to make sure our HCA meets the needs for both uses independently. As I drafted the HCA, it refers only to Retail, not the type of retail.

I also propose a modification to the language regarding the Town's use of funds for any purpose, requesting that the use be approved by the board of selectmen.

I am happy to discuss and we would like to be added to the next available meeting for review. Is the June 15th meeting virtual?

best,  
Mary

Thank you.

Mary



## **HOST COMMUNITY AGREEMENT**

Dated June 15<sup>th</sup>, 2021

The parties to this agreement are:

**The Town of Ware, Massachusetts**, by and through its Board of Selectmen, having a principal office at Town Hall, 126 Main St, Ware, Massachusetts 01082 (hereinafter "Municipality"); and

**Cedar Roots, LLC** a Massachusetts Limited Liability Company having a principal office at 44 East Main St, Ware, MA 01082 (hereinafter "Retailor").

Whereas, Municipality and Retailor have previously entered into a Host Community Agreement for the establishment of a Registered Cultivation Site, dated December 4, 2018, for a Cultivation facility located at 50 East Main Street in Ware; and

Whereas, Retailor proposes to operate a registered cannabis retail distribution establishment at 50 East Main St, Ware, MA 01082, in accordance with General Laws, Chapter 94G, 935 CMR 500, and Section 4.8.8 of the Ware zoning bylaws, and section 15-4 of the Ware general bylaws; and

Whereas, the town supports the Retailor's intention to so operate or partner with licensed operators; and

Whereas, the Municipality expects to experience adverse impact arising from the cultivator's operations including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; the need for additional municipal infrastructure, employees and equipment; increased traffic and costs related to mitigating other impacts to the town and its residents; and

Whereas, the parties wish hereby to set forth the conditions for locating and operating the establishment in Ware, including stipulations of responsibility between the Municipality and the cultivator pursuant to Section 3 of Chapter 94g of the General Laws;

Now, therefore, in consideration of mutual covenants, the parties stipulate and agree as follows:

1. In mitigation of the aforesaid adverse impact to the Municipality from the Cultivator's operations, Cultivator shall pay to Municipality, quarterly over five (5) years, a sum equivalent to three percent (3%) of Cultivator's gross sales from marijuana and marijuana products during the previous quarter, on or before the 15<sup>th</sup> day following the close of each quarter. The first payment shall be due thirty days from the end of the calendar quarter in which sales commence, and quarterly thereafter.
2. Stipulation of responsibilities:

1.) The Retailor shall:

- (i) Within sixty (60) days from the close of its fiscal year, submit a report to the Municipality certifying the gross revenue for the preceding fiscal year, to be prepared by a Certified Public Accountant and in accordance with generally accepted account principles.
- (ii) Maintain its premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of this community.
- (iii) Maintain its marijuana establishment license in good standing with the Cannabis Control Commission and comply with all applicable CCC regulations;
- (iv) Cooperate with all municipal departments, boards, committees, and commissions to ensure that the Retailor's operations are compliant with all the local bylaws, rules, regulations, and policies;
- (v) Comply with any and all conditions lawfully imposed by local authorities;
- (vi) Make reasonable efforts to hire local vendors and workers, and otherwise to engage the establishment in the local economic mainstream;

3. The Municipality shall:

- (i) Provide an appropriate forum whereby the views of citizens about the Retailor's operations can be aired and the Retailor's have the opportunity to address complaints or suggestions that arise concerning Cultivator's operations.
- (ii) Accommodate the installation and use of state of the art security and fire protection/alert systems connected to the police and/or fire department;
- (iii) Recognize Retailor as having all the rights, duties, and responsibilities of, and deserving of equal treatment with, other business establishments in town;
- (iv) If reasonably requested by Retailor, provide a letter in the nature of an estoppel certificate, stating that the municipality is aware of no outstanding violations of local law or insufficiently addressed complaints;
- (v) If contacted by the Cannabis Control Commission, promptly provide any information requested concerning Cultivator, including confirmation that its site is in a proper zoning district, notwithstanding that a special permit may be required;

- (vi) Upon the request of the Retailer in connection with the renewal of its license, provide the Retailer with an accounting of the financial benefit accruing to the City of Ware under this agreement, as required by 935 CMR 500.103(4)(d), and such other cost-benefit information as the Cultivator may reasonably request.
- 4. The Municipality may use all payments made hereunder for any purpose in its sole discretion, so designated by vote of the Board of Selectmen.
- 5. This agreement is non-assignable. In the event that the Retailer ceases doing business as a marijuana establishment in Ware, its successor, if any, shall be required to negotiate and sign a new Host Community Agreement with the Municipality.
- 6. So long as this agreement is in effect, the real and personal property owned by the Retailer shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and state automobile tax laws and regulations and shall not be exempt therefrom.
- 7. Other:
  - (a) Notices. Any and all notices, or other communications required or permitted under this agreement shall be in writing and delivered postage prepaid mail, return receipt requested, by and; by overnight delivery service; or by other reputable delivery services, to the parties at the addresses set forth on the first page of this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
  - (b) Severability. If any term or condition of this agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions of this agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.
  - (c) Choice of Law. This agreement shall be governed by, constructed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
  - (d) Accounting. This Retailer shall maintain its books, financial records, and other compilation of data pertaining to the requirements of this agreement in accordance with generally accepted accounting principles and all applicable guidelines of the Cannabis Control Commission. All records shall be kept for a period of at least seven (7) years.

(e) Integration. This agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended by a written document executed by the parties hereto.

Signed this day and year respectively written below.

Municipality  
Town of Ware, Massachusetts

Retailor  
Cedar Roots, LLC

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

By: \_\_\_\_\_  
Mary L. Feeny, Manager

By: \_\_\_\_\_  
Keith J. Kruckas, Chairman Board of Selectmen

By: \_\_\_\_\_  
Frederick A. Lotuff, Manager

June 15, 2021

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To : Select Board  
From : Stuart Beckley, Town Manager  
Subject: Juneteenth, State Holiday

Juneteenth became an officially recognized State holiday in Massachusetts thanks to an amendment to a COVID-19 spending bill signed into law by Gov. Charlie Baker in July, 2020.

The annual commemoration marks the day when Union Gen. Gordon Granger reached Galveston, Texas with news that the Civil War had ended and enslaved people were free. That day - June 19, 1865 - was more than two years after Emancipation Proclamation was signed by President Lincoln.

Juneteenth has long been celebrated by Black communities, both locally and nationwide. Massachusetts Gov. Deval Patrick, the state's first Black governor, signed a proclamation in 2007 to recognize Juneteenth. The year 2021 will mark the first year Juneteenth is an observed holiday in the state.

June 19 falls on a Saturday in 2021. In Ware, a legal holiday that falls on a Sunday is observed on the following Monday, and a legal holiday that falls on a Saturday has been observed on the preceding Friday.

Under state law, all public offices, including public schools, must be closed on statewide legal holidays. Massachusetts schools will now commemorate the end of slavery in the United States annually. The Massachusetts Department of Elementary and Secondary Education updated its school calendars for the 2020-2021 school year to add Juneteenth Day to the list of observed holidays.

As the Town negotiates with the Town's unions, we are working on adding the Juneteenth holiday.

Would the Board approve the implementation and observance of Juneteenth on Friday, June 18<sup>th</sup>? Thank you.