



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Notice Agenda – Tuesday, June 16, 2020 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

Phone: 929-205-6099

Meeting Opened

Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- Approval of June 2, 2020 Minutes

Scheduled Appearances

- Judy Metcalf, Director Health Department
- Hardwick Ambulance Agreement Review

Old Business

- Complete Streets Board of Selectmen's Priorities List Approval
- Consideration of Reduction of Town Meeting Quorum, Annual Town Meeting June 22, 2020
- Update: Bylaws Process

New Business

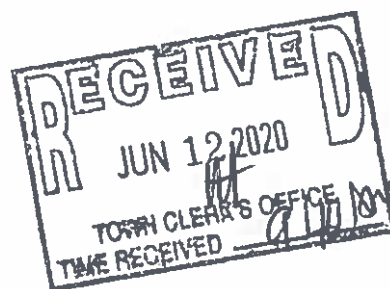
- Review & Approval of 1/12 FY2021 Budget: July
- Review and Recommendations for Town Meeting Articles
- Deficit Spending Request, Chapter 44, Section 31
- Discussion of Cannabis Committee for Donations
- Extension of Option, Forefront Solar
- Application for Temporary Outdoor Dining: Wicked Wings Ware, Inc., 136 Pleasant Street
- Application for Temporary Outdoor Dining: Crystal Springs Dairy Bar, 166 West Street
- Reappointment: Finance Committee, Devin Peterson, Term to Expire June 30, 2023

Comments and Concerns of Citizens

Town Manager Report

Adjournment

Executive Session: M.G.L. Chapter 30A, Section 21(a) #1 Discussion of Complaints Regarding Public Employee: Town Manager





Board of Selectmen

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Phone: 929-205-6099

Meeting Opened

Present at Town Hall: Selectman Alan G. Whitney, Selectman John E. Carroll, Selectman Keith J. Kruckas, Selectman Nancy J. Talbot, Town Manager Stuart Beckley

Remote Participation Via Zoom: Selectman Tracy R. Opalinski

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

Consent Agenda

- **Approval of April 21, 2020, May 5, 2020, and May 19, 2020 Meeting Minutes**

Selectman Kruckas made the motion to approve the consent agenda as presented. Selectman Talbot seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

Scheduled Appearances

Old Business

- **Curaleaf HCA updated**
-

Mr. Beckley presented the updated HCA for Curaleaf, including \$15,000 retail and \$5,000 medical donations. Selectman Opalinski noted there should be a process to determine donations to non-profits to promote more culture. Mr. Beckley noted the Board can change the committee.

Selectman Opalinski stated there should be representatives from the Cannabis Advisory Committee, a Curaleaf representative, Historical Commission representative, Quaboag CDC representative, and a citizen. Chairman Whitney noted the discussion of this committee will be held on June 16, 2020. Selectman Carroll noted that, as in prior cases, he will vote No.

Selectman Kruckas made the motion to approve the updated HCA. Selectman Talbot seconded the motion. The motion passed on a vote of 4 Yes, 1 No (Selectman Carroll).

- **Complete Streets – Board of Selectmen’s Priorities List**

Chairman Whitney stated he agrees with Mr. Beckley’s prioritization order in the interest of safety. Selectman Kruckas questioned how the projects will be funded, considering budget cuts, legal expenses, and land takings. Mr. Beckley noted the State allows towns to apply for grants of \$400,000 per year, and we do not need to apply every year, and there is no matching fund requirement. Selectman Opalinski questioned why West Street is not higher on the list. Chairman Whitney noted the safety order of projects would place the bridge first, then Gould Road. Mr. Beckley noted there is an old system of water lines on West Street, making it a lengthy and costly project. Selectman Opalinski noted the population density shows many residents are walking to get essentials. Chairman Whitney noted that West Street is third, and requested the list be placed in outline order as Mr. Beckley has indicated. The Board will take a vote on June 16, 2020.

New Business

- **CARES Relief Funding Request Approval**

Mr. Beckley noted the CARES act amount of approximately \$28,836. Selectman Opalinski asked if a new drop box or plexiglass or cameras were included; Mr. Beckley noted that the camera may be part of next year’s funds. Selectman Talbot noted the early voting postage costs.

Selectman Kruckas made the motion to approve the request as presented. Selectman Carroll seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

- **Extension of Option, Forefront Solar**

Mr. Beckley noted the town receives \$1,000 monthly. There has been a connection issue with National Grid, and the study is completed. Selectman Opalinski questioned, and Mr. Beckley noted that town counsel wrote the first agreement. Selectman Kruckas would like to see further opinion from town counsel.

Selectman Talbot made the motion to table to June 16, 2020 meeting. Selectman Carroll seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

- **Reappointment: Chuck Dowd, Zoning Board of Appeals, Term to Expire June 30, 2023**

Selectman Kruckas made the motion of reappointment. Selectman Talbot seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

- **Reappointment: Phil Hamel, Zoning Board of Appeals, Term to Expire June 30, 2023**

Selectman Kruckas made the motion of reappointment. Selectman Talbot seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

- **Reappointment: Paul Opalinski, Tax Increment Financing Authority, Term to Expire June 30, 2023**

Selectman Kruckas made the motion of reappointment. Selectman Talbot seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Abstention (Selectman Opalinski).

- **Reappointment: Paul Opalinski, Community Development Authority, Term to Expire June 30, 2021**

Selectman Kruckas made the motion of reappointment for one year, as requested. Selectman Talbot seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Abstention (Selectman Opalinski).

Comments and Concerns of Citizens

Resident Kevin Smith spoke about the vigil planned for Sunday, June 7, 2020 (by organizer, Tyson Delrosario). He stated that the Town should rethink this for 30 days, only allow residents, lockdown all town borders, or to bus people after tagging each. Mr. Beckley noted that town borders cannot be on lockdown and people are free to travel. Mr. Beckley noted that Mr. Delrosario wishes to hold the vigil now as the issues are timely. The Police Chief is supportive with continued planning of wearing masks and social distancing. Mr. Beckley noted this was just proposed yesterday, so there is no written information yet. Selectman Opalinski suggested the event could be moved to Grenville Park. Mr. Beckley noted there will be a start and end time to the vigil, with speakers. Selectman Opalinski noted there should be an organized outline. Chairman Whitney noted the risk and requested more details. Selectman Carroll praised and supported Mr. Delrosario's effort, and noted the event should take place on Main Street. Selectman Talbot also supported the vigil, and suggested a special Board meeting could be held by Zoom on Friday, June 5, 2020. Mr. Beckley noted he would speak with Mr. Delrosario and with Chief Crevier for more detail.

Town Manager Report

Upcoming Events:

June 4, CDBG Palmer Virtual Public Hearing – Microenterprise grant

Sunday, June 7, 1 p.m. – Vigil Town Hall

June 10 – CDBG Ware Virtual Public Hearing – Social Services Grant

Working with the Police Chief and Town Manager, a vigil/rally is proposed in response to the actions in Minneapolis and the reactions across the nation. The time is Sunday at 1 p.m. along the sidewalks by Veterans Park and Town Hall. For residents, police and officials to stand together (distanced and masked) is an important opportunity to make a community statement. Would the Board please suggest any concerns or conditions?

Grants: There are two public hearings in the coming week to review the applications for CDBG-COVID funds. The first is Thursday regarding the regional application for microenterprise assistance. The second is Wednesday, June 10 regarding the regional application for social services including domestic violence, outreach for seniors, and the literacy project. Both hearings are virtual with information posted on the Town's website.

114 Main Street. The structural review letter is attached. The Building Inspector is working with the Town Attorney to order action. This week, the property owner has been non-responsive. The Town has requested estimates for design and demolition costs. The Building Inspector will order the sidewalk in front of the building closed. The DPW Director and I will work with MassDOT and Ludlow Construction to determine the impacts on Main Street construction.

Selectman Talbot questioned if the taxes were up to date; Mr. Beckley confirmed this. Selectman Opalinski asked if the cost of the demolition would be included. Selectman Opalinski also questioned the progress of the bylaws; Selectman Talbot noted she would provide a report at the June 16, 2020 meeting. Selectman Opalinski questioned the possible lifting of restrictions on restaurants; Mr. Beckley provided more information below, and noted the changes may allow outside dining on a temporary basis. Selectman Kruckas questioned if tents would be used; these are options.

The Water Department is on its last area of flushing.

Re-opening. Preparations have begun for the beginning of Phase 2 openings. Part of this is allowing for outdoor dining that meets all the safety requirements. The state has allowed a streamlined process that will run through the

Select Board as the licensing authority. Mary has prepared a checklist that summarizes the details needed by restaurants to move forward if they wish. This option may be available as early as June 8.

Legislation is progressing on the reduced quorum allowance for Town Meeting. The Building Inspector is laying out the downstairs floor in case extra capacity is needed.

Selectman Opalinski asked the progress of the school audit for the USDA application regarding the Water Treatment Plant. Mr. Beckley noted this was not completed to date but he will check on the progress. Selectman Talbot noted the resurfacing of route 32 and route 9. Selectman Kruckas questioned if the upper portion of East Street could be done so that the Main Street work and East Street work is completed at the same time. Selectman Opalinski noted reports from residents of speeding cars on Eagle Street; Mr. Beckley and Chief Crevier will look at this situation.

Adjournment

Executive Session: M.G.L. Chapter 30A, Section 21(a) #2 Non-Union Contract Negotiation – Police Chief

Selectman Talbot made the motion at 7:54 p.m. to Adjourn to Executive Session: M.G.L. Chapter 30A, Section 21(a) #2 Non- Union Contract Negotiation – Police Chief, **NOT TO RECONVENE IN OPEN SESSION**. Selectman Kruckas seconded the motion. The motion passed on a roll call vote of 5 Yes, 0 No. Selectman Talbot will recuse from Executive Session.

Selectman Alan G. Whitney	Yes✓
Selectman John E. Carroll	Yes✓
Selectman Keith J. Kruckas	Yes✓
Selectman Tracy R. Opalinski	Yes✓
Selectman Nancy J. Talbot	Yes✓

Attest:

Mary L. Midura, Executive Assistant to
Town Manager
Minutes VIA TV15 Video

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

An Agreement entered this 29th day of June, 2017 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 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. Payment. Hardwick agrees to compensate Ware in the amount of \$60,000.00 for fiscal year 2018 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. For EMS services provided by the Town of Ware in fiscal year 2017, the Town of Hardwick shall pay a pro-rated amount of \$15,000 to the Town of Ware. This amount shall be paid in fiscal year 2018.

5. 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. The initial term of this Agreement shall be three (3) years beginning as of the July 1, 2017. At the end of this initial 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, 4 and 5 shall survive the termination of the Agreement with respect to EMS services performed during the contract period. The agreement shall be reviewed annually.

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

9. Each party will provide to the other evidence of insurance coverage of the kind and amounts the parties deem appropriate. Ware will provide documentation of its legal authority to provide basic and advanced life support ambulance service.

10. Hardwick and Ware, through their respective Boards of Selectmen, shall 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 be created within 2 months of signing an agreement. In the first year, the Committee will meet monthly and will alternate meeting locations between the two towns. A member of the Board of Selectmen from each community and the Town Manager/Administrator for each shall be included on the Committee

11. 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.

12. 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: Thomas Coulombe Chief, Ware Fire Department	Town of Hardwick 307 Main Street Gilbertville, MA 01031 Attn: Theresa Cofske Town Administrator
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13. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

TOWN OF WARE

TOWN OF HARDWICK

By its Town Manager and Selectmen

By Town Administrator and Selectmen

By: _____

By: _____

Dated: _____

Dated: _____

HIPAA – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is dated as of the 2nd day of May, 2011. The parties acknowledge that the Town of Hardwick (hereinafter “Town”), is a “Covered Entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (hereinafter “HIPAA”) and corresponding regulations, and the Town of Ware (“Contractor”), acknowledges it is a “Business Associate” as defined in HIPAA and corresponding regulations. To maintain compliance with applicable law, the parties enter into this Business Associate Agreement for the parties’ participation in the Mutual Aid Advanced Life Support (ALS) Agreement between the Town of Ware and the Town of Hardwick, dated 02-May-11.

1. Definitions.

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

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

Contractor agrees:

- (a) All medical and financial records directly or indirectly pertaining to patients treated by the Town or any of its agents or employees shall at all times be strictly confidential.
- (b) Not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (c) To use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (d) To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of by this Agreement;

- (e) To report to the Town any use or disclosure of the Protected Health Information not provided for in by this Agreement of which it becomes aware;
- (f) To the extent that a breach of unsecured Protected Health Information occurs, Contractor has an affirmative obligation to report to the Town and the individual affected by the security or privacy breach within five (5) days by first class mail, pursuant to HIPAA's notice requirements.
- (g) To ensure that any agent, including a subcontractor and/or Business Associate, to whom Contractor provides Protected Health Information received from, or created or received by Contractor, on behalf of the Town agrees to the same restrictions and conditions that apply through by this Agreement with respect to such information;
- (h) To provide the Town or an Individual acting at the direction of the Town, access to Protected Health Information in a Designated Record Set within five (5) business days of a request by the Town, in order to meet the requirements under 45 C.F.R. § 164.524;
- (i) To make any amendments to Protected Health Information in a Designated Record Set, as directed by the Town, in order to ensure compliance with requests made by the Town or an Individual pursuant to 45 C.F.R. § 164.526 and in the time and manner designated by the Town ;
- (j) To make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor or any business associate (as defined in HIPAA and corresponding regulations) of Contractor on the Town's behalf, available to the Town, or at the request of the Town to the U.S. Secretary of Health and Human Services (hereinafter the "Secretary"), in a time and manner designated by the Town or the Secretary, for purposes of the Secretary determining the Town's compliance with the Privacy Rule or the Security Rule;
- (k) To document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;
- (l) To provide to the Town or an Individual, within five (5) business days of the Town's or Individual's request, information collected in accordance with Subsection (h) of by this Agreement, to permit the Town to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;

- (m) To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that Contractor creates, receives, maintains, or transmits on behalf of the Town as required by the Security Rule;
- (n) To ensure that any agent, including any subcontractor, to whom Contractor provides Protected Health Information agrees to abide by all of the same restrictions and conditions to which Contractor is bound under by this Agreement and implement reasonable and appropriate safeguards to protect it. Each such subcontractor or agent shall sign an agreement with Contractor containing substantially the same provisions as this Contract;
- (o) To immediately report to the Town any Security Incident of which Contractor becomes aware.
- (p) Contractor acknowledges that as of February 17, 2010 the requirements of HIPAA's Security and Privacy Rules shall apply directly to Contractor as a business associate, in the same manner as they apply to the Town, and Contractor shall be subject to HIPAA's enforcement and penalty provisions, including civil and criminal penalties.

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

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

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

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

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

4. Obligations of the Town as a Covered Entity.

The Town shall:

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

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

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

6. Term and Termination.

Term: This Agreement shall commence as of the date hereof and remain effective until terminated as set forth herein.

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

(i) Immediately terminate the Mutual Aid Agreement between the parties without penalty, as provided for under 45 C.F.R. §164.504(e)(2)(iii), provided that the Town has given Contractor written notice of the alleged breach and a reasonable opportunity to cure the breach or end its violation, and Contractor has not cured said breach to the reasonable satisfaction of the Town within a reasonable period.

(ii) Immediately terminate the parties' relationship, if Contractor has breached a material term of by this Agreement and cure is not possible.

(b) Termination for Improper Use. The Town may immediately terminate by this Agreement without penalty if the Town in its sole discretion, reasonably suspects that Contractor has improperly used or disclosed Protected Health Information in breach of by this Agreement.

(c) Termination for Inadequate Safeguards. The Town may immediately terminate by this Agreement without penalty if it determines, in its sole discretion, that any change or any diminution of Contractor's security procedures or safeguards render any or all of Contractor's safeguards unsatisfactory to the Town .

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

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

(i) Immediately terminate the Contract provided that Contractor has given the Town written notice of the alleged breach and a reasonable opportunity to cure the breach or end its violation, and the Town has not cured said breach to the reasonable satisfaction of Contractor within a reasonable period.

(ii) Immediately terminate the parties' relationship and the Contract if the Town has breached a material term of by this Agreement and cure is not possible.

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

(e) Effect of Termination.

- (i) Upon termination of this Agreement for any reason, Contractor shall return to the Town all Protected Health Information, including all Electronic Protected Health Information, received from the Town, or created or received by Contractor on behalf of the Town. This provision shall apply to Protected Health Information, including all Electronic Protected Health Information that is in the possession of subcontractors or agents of Contractor. An authorized representative of Contractor shall certify in writing to the Town, within fifteen (15) days from the date of termination of by this Agreement, that all Protected Health Information has been returned and that Contractor no longer retains any Protected Health Information in any form.
- (ii) Upon the Town's confirmation that returning the Protected Health Information is infeasible, Contractor shall extend the protections of by this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return infeasible, for so long as the Contractor maintains such protected Health Information. Contractor shall remain bound by the provisions of by this Agreement, until such time as all Protected Health Information has been returned, as set forth in Section 6(f)(i) above.

7. **Miscellaneous.**

- (a) Regulatory References. A reference in by this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment; Waiver. The Parties agree to take such action as is necessary to amend by this Agreement from time to time as is necessary for the Contractor and the Town and the Contractor to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of

1996, Pub. L. No. 104-191. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

- (c) Interpretation. Any ambiguity in by this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule and the Security Rule.
- (d) No Third Party Beneficiaries. Nothing express or implied in by this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (e) Notices. Any notices to be given hereunder to a Party shall be made in accordance with the notice procedures contained in the Contract.

8. Governing Law and Venue.

This Agreement shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Moreover, where any provision of Massachusetts state law is more stringent or otherwise constitutes a basis upon which the Privacy Rule or the Security Rule is preempted, state law controls and the Contractor and the Town agree to comply fully therewith.

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

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

Town of Hardwick

Town of Ware

By: _____

By: _____

Beckley, Stuart

From: DeCoursey, Rebekah
Sent: Thursday, June 11, 2020 6:57 PM
To: Beckley, Stuart
Subject: Final CSPP project list for BOS approval and signature
Attachments: CSPP project list for BOS final.pdf

Stuart,

Please see attached. Could you please put this on the agenda for the BOS meeting? I think you will find it ready and suitable for Tuesday's meeting. Let me know if you need any changes. I only put rankings for 1-10, because by year 11 I expect we will be re-evaluating the priorities and new projects may arise. And to reiterate, we can apply for any of the projects any year, no matter of ranking.

Thank you!

Rebekah L. DeCoursey

Director of Planning and Community Development
Town of Ware
126 Main Street
Ware, MA 01082
413-967-9648 x118



Ware Complete Streets Prioritization Plan

Final Project List - June 2020

1	Main Street Reconstruction, Signal Replacement/Re-timing, and Bike Rack Installation
2	East Street Underpass Accessibility Improvements
3	Phase 1: Gould Road Sidewalk Construction and School Access - West Street to School Entrance Driveway
	Phase 2: Gould Road Sidewalk Construction and School Access - School Entrance Driveway to 4th Avenue
	Phase 3: Gould Road Sidewalk Construction and School Access - 4th Avenue to 44 Gould Road
	Phase 4: Gould Road Sidewalk Construction and School Access - 44 Gould Road to West Main Street
4	Phase 1: West Street Sidewalk Reconstruction, Road Diet, and Bike Lane Installation - Main Street to Pulaski Street
	Phase 2: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - Pulaski Street to 36 West Street
	Phase 3: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 36 West Street to 72 West Street
	Phase 4: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - - 72 West Street to Vernon Street
	Phase 5: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - Vernon Street to 110 West Street
	Phase 6: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 110 West Street to 131 West Street
	Phase 7: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 131 West Street to 143 West Street
	Phase 8: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 143 West Street to 148 West Street
	Phase 9: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 148 West Street to 169 West Street
	Phase 10: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - 169 West Street to Southernmost entrance to Phillip Plaza

	Phase 11: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - Southernmost entrance to Phillip Plaza to Homecrest Avenue
	Phase 12: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation - Homecrest Avenue to Robbins Road
5	Phase 1: Chestnut Street Sidewalk Improvements and Intersection Reconstruction - Maple Street to Union Street
	Phase 2: Chestnut Street Sidewalk Improvements and Intersection Reconstruction - Union Street to South Street
6	Phase 1: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Main Street to Pleasant Street
	Phase 2: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Pleasant Street to High Street
	Phase 3: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - High Street to Cottage Street
	Phase 4: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Cottage Street to 68 Church Street
	Phase 5: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - 68 Church Street to Walnut Street
	Phase 6: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Highland Street to Old Gilbertville Road
	Phase 7: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Old Gilbertville Road to Grenville Park Entrance
	Phase 8: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - Walnut Street to 102 Church Street
	Phase 9: Church Street Sidewalk Reconstuction, Extension, and Crossing Improvements - 102 Church Street to Highland Street
8	Phase 1: Pulaski Street Traffic Calming and Sidewalk Replacement - West Street to 32 Pulaski Street
	Phase 2: Pulaski Street Traffic Calming and Sidewalk Replacement - 32 Pulaski Street to South Street
9	West Street and Pulaski Street Crossing Improvements
	Reed Municipal Pool/Beauragard Memorial Playground Sidewalk Construction
10	South Street at Pulaski Street Crossing Improvements

	Phase 1: Pleasant Street Accessibility Improvements and Shared Lane Markings - Park Street to Church Street
	Phase 2: Pleasant Street Accessibility Improvements and Shared Lane Markings - Church Street to Bank Street
	Phase 3: Pleasant Street Accessibility Improvements and Shared Lane Markings - Bank Street to North Street
	Phase 4: Pleasant Street Accessibility Improvements and Shared Lane Markings - North Street to Aspen Street
	Phase 5: Pleasant Street Accessibility Improvements and Shared Lane Markings - Aspen Street to 100 Pleasant Street
	Phase 6: Pleasant Street Accessibility Improvements and Shared Lane Markings - 100 Pleasant Street to 112 Pleasant Street
	Phase 7: Pleasant Street Accessibility Improvements and Shared Lane Markings - 112 Pleasant Street to 132 Pleasant Street
	Phase 8: Pleasant Street Accessibility Improvements and Shared Lane Markings -132 Pleasant Street to Greenwich Road
	Robbins Road Bike Connection
	Phase 1: North Street Sidewalk Reconstruction and Extension - Main Street to Pleasant Street
	Phase 2: North Street Sidewalk Reconstruction and Extension - Pleasant Street to High Street
	Phase 3: North Street Sidewalk Reconstruction and Extension - High Street to School Street
	Phase 4: North Street Sidewalk Reconstruction and Extension - School Street to Belmont Street
	Phase 5: North Street Sidewalk Reconstruction and Extension - Belmont Street to 190 North Street
	Phase 6: North Street Sidewalk Reconstruction and Extension - 190 North Street to 196 North Street
	Phase 7: North Street Sidewalk Reconstruction and Extension - 196 North Street to Pond Brook Park
	Phase 8: North Street Sidewalk Reconstruction and Extension - Pond Brook Park to 230 North Street
	Phase 9: North Street Sidewalk Reconstruction and Extension - 230 North Street to 238 North Street
	Phase 10: North Street Sidewalk Reconstruction and Extension -238 North Street to Greenwich Road

	Phase 1: Greenwich Road Sidewalk Installation - Pleasant Street to 19 Greenwich Road
	Phase 2: Greenwich Road Sidewalk Installation - 19 Greenwich Road to 25 Greenwich Road
	Phase 3: Greenwich Road Sidewalk Installation - 25 Greenwich Road to 31 Greenwich Road
	Phase 4: Greenwich Road Sidewalk Installation - 31 Greenwich Road to 42 Greenwich Road
	Phase 5: Greenwich Road Sidewalk Installation - 42 Greenwich Road to 46 Greenwich Road
	Phase 6: Greenwich Road Sidewalk Installation - 46 Greenwich Road to North Street
	Inelligible: West Street Sidewalk Reconstruction , Road Diet, and Bike Lane Installation
	Inelligible: Reed Municipal Pool/Beauragard Memorial Playground Sidewalk Construction

Final Approval By Board of Selectmen:

Alan Whitney, Chair

Date

NOTICE

TOWN OF WARE

The Board of Selectmen for the Town of Ware will consider reducing the quorum requirement from 100 to such lower number as they determine to be appropriate for the Annual Town Meeting which will be held on Monday – June 22, 2020 at Ware Town Hall.

Due to COVID-19 and in the interest of public safety the Board of Selectmen wish to reduce the quorum.

A discussion of the reduction in the quorum will be held at the Board of Selectmen Meeting of June 16, 2020. All interested individuals are invited to follow the discussion of the Board of Selectmen at this time.

June 12, 2020

To : Ware Select Board
From : Stuart Beckley, Town Manager
Subject: 1/12 budget

In the event that Town Meeting is unable to occur prior to July 1, the attached is a prepared 1/12 budget for the month of July. The Town accountant as reviewed the history of expenses in July, which is traditionally higher than other months due to payments of insurance and retirement costs.

We ask the Select Board to approve the submission of this 1/12 budget to the Department of Revenue for approval. Thank you.

TOWN OF WARE FY21 BUDGET

	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND	One Twelfth July
GENERAL GOVERNMENT						
100 RESERVE FOR SALARY INCREASES						
5600 Reserve	-	-	-	-	-	-
114 MODERATOR						
5100 Salary	-	250.00	250.00	250.00	250.00	-
5200-5700 Operating Expenses	-	-	-	-	-	-
TOTAL	-	250.00	250.00	250.00	250.00	-
122 SELECTMEN						
5100 Chairman Salary	2,652.00	2,652.00	3,072.00	3,072.00	2,652.00	221.00
5110 Member's Salary	8,928.00	8,928.00	10,608.00	10,608.00	8,928.00	744.00
5200-5700 Operating Expenses	4,351.90	19,500.00	4,650.00	4,450.00	4,450.00	1,858.33
TOTAL	15,931.90	31,080.00	18,330.00	18,130.00	16,030.00	2,823.33
123 TOWN MANAGER						
5100 Town Manager Salary	102,000.08	104,000.00	106,500.00	106,500.00	106,500.00	9,385.06
5110 Executive Asst Salary	32,301.36	38,735.00	39,552.00	39,552.00	39,552.00	3,485.35
5200-5700 Operating Expenses	7,415.78	10,000.00	10,125.00	9,675.00	9,675.00	8,300.00
TOTAL	141,717.22	152,735.00	156,177.00	155,727.00	155,727.00	21,170.41
131 FINANCE COMMITTEE						
5200-5700 Expenditures	313.04	455.00	455.00	455.00	455.00	180.00
5701 Reserve Fund	18,931.00	55,000.00	55,000.00	55,000.00	55,000.00	10,000.00
TOTAL	19,244.04	55,455.00	55,455.00	55,455.00	55,455.00	10,180.00
135 TOWN ACCOUNTANT						
5100 Salary	119,860.04	124,440.00	127,288.00	127,288.00	127,288.00	11,216.85
5200-5700 Operating Expenses	49,011.33	43,380.00	54,680.00	54,680.00	54,680.00	1,533.33
TOTAL	168,871.37	167,820.00	181,968.00	181,968.00	181,968.00	12,750.18
141 BOARD OF ASSESSORS						
5100 Board Member's Salary	9,999.78	10,000.00	10,000.00	10,000.00	10,000.00	834.00
5110 Assistants' Salaries	73,643.12	89,452.00	121,127.00	121,127.00	121,127.00	11,242.88
5200-5700 Operating Expenses	21,502.20	23,600.00	23,600.00	23,600.00	23,600.00	10,591.67
5800 Capital Expenditures	-	-	-	-	-	-
TOTAL	105,145.10	123,052.00	154,727.00	154,727.00	154,727.00	22,668.55

TOWN OF WARE FY21 BUDGET

	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND	One Twelfth July
145 TREASURER/COLLECTOR						
5100-5120 Salaries	154,553.06	175,928.00	193,273.51	193,274.00	193,274.00	16,895.36
5200-5700 Operating Expenses	39,478.92	36,507.00	49,507.00	37,525.00	37,525.00	15,712.50
TOTAL	194,031.98	212,435.00	242,780.51	230,799.00	230,799.00	32,607.86
151 LAW						
5200 Purchase of Services	90,000.00	90,000.00	100,000.00	100,000.00	100,000.00	8,333.33
152 HUMAN RESOURCES						
5100 Salary	-	-	-	15,000.00	10,000.00	-
5200-5700 Operating Expenses	-	-	-	1,000.00	1,000.00	-
	-	-	-	16,000.00	11,000.00	-
155 INFORMATION TECHNOLOGY						
5100 Salary	63,025.56	65,000.00	66,371.00	66,371.00	66,371.00	5,848.76
5200-5700 Operating Expenses	59,856.60	72,755.00	82,560.00	82,560.00	82,560.00	6,097.00
5800 Capital Expenditures	24,384.37	28,235.00	22,110.00	22,110.00	22,110.00	-
TOTAL	147,266.53	165,990.00	171,041.00	171,041.00	171,041.00	11,945.76
158 TELEPHONE CHARGES						
5200 Purchase of Services	20,378.56	23,000.00	23,000.00	23,000.00	23,000.00	1,920.00
422 MUNICIPAL FUEL						
5401 Supplies	104,860.72	125,000.00	120,000.00	120,000.00	120,000.00	10,000.00
161 TOWN CLERK						
5100-5110 Salaries	98,089.54	102,327.00	106,225.00	106,225.00	106,225.00	9,187.90
5200-5700 Operating Expenses	5,254.58	5,200.00	5,200.00	5,000.00	5,000.00	740.00
TOTAL	103,344.12	107,527.00	111,425.00	111,225.00	111,225.00	9,927.90
162 ELECTIONS & TOWN MEETING						
5100 Salaries	8,625.08	9,000.00	9,000.00	10,000.00	10,000.00	-
5200-5700 Operating Expenses	11,362.25	10,000.00	10,000.00	11,000.00	11,000.00	83.33
TOTAL	19,987.33	19,000.00	19,000.00	21,000.00	21,000.00	83.33
163 BOARD OF REGISTRARS						
5100 Salaries	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	-
5200-5700 Operating Expenses	6,787.84	5,950.00	5,950.00	5,880.00	5,880.00	475.00
TOTAL	10,187.84	9,350.00	9,350.00	9,280.00	9,280.00	475.00

TOWN OF WARE FY21 BUDGET						
	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND	One Twelfth July
DEPARTMENT OF PUBLIC WORKS						
421 DEPARTMENT OF PUBLIC WORKS						
5100-5120 Salaries	452,903.53	529,774.00	533,289.00	536,665.00	536,665.00	48,491.79
5180-5700 Operating Expenses	168,593.39	205,350.00	228,850.00	220,350.00	211,350.00	17,615.00
5800 Road Repairs	100,000.00	100,000.00	100,000.00	70,000.00	5,000.00	-
TOTAL	721,496.92	835,124.00	862,139.00	827,015.00	753,015.00	66,106.79
423 SNOW REMOVAL						
5100 Salaries	61,171.39	60,000.00	75,000.00	65,000.00	60,000.00	-
5400 Supplies	152,107.77	140,000.00	150,000.00	145,000.00	140,000.00	-
TOTAL	213,279.16	200,000.00	225,000.00	210,000.00	200,000.00	-
424 STREETLIGHTS						
5200 Purchase of Services	86,680.24	70,000.00	60,000.00	40,000.00	40,000.00	3,500.00
425 TREE WARDEN						
5100 Salary	-	4,800.00	5,000.00	5,000.00	5,000.00	416.67
5200-5700 Operating Expenses	-	4,200.00	4,400.00	4,400.00	4,400.00	366.00
TOTAL	-	9,000.00	9,400.00	9,400.00	9,400.00	782.67
TOTAL DEPT. OF PUBLIC WORKS	1,021,456.32	1,114,124.00	1,156,539.00	1,086,415.00	1,002,415.00	70,389.46
HEALTH & SANITATION						
510 BOARD OF HEALTH						
5100 Board Members Salaries	1,908.95	1,964.00	1,964.00	1,964.00	1,964.00	163.66
5121-5123 Salaries	9,856.01	18,100.00	10,056.00	10,056.00	10,056.00	320.00
5200-5700 Operating Expenses	31,386.56	45,700.00	47,650.00	47,650.00	47,650.00	3,970.50
TOTAL	43,151.52	65,764.00	59,670.00	59,670.00	59,670.00	4,454.16
TOTAL HEALTH & SANITATION	43,151.52	65,764.00	59,670.00	59,670.00	59,670.00	4,454.16
HUMAN SERVICES						
541 COUNCIL ON AGING						
5110-5120 Salaries	103,140.58	109,842.00	112,351.00	112,351.00	112,351.00	9,800.33
5200-5700 Operating Expenses	36,278.72	42,400.00	46,411.00	45,000.00	44,000.00	3,663.00
5800 Capital Expenditures	-	-	3,850.00	3,850.00	3,850.00	-
TOTAL	139,419.30	152,242.00	162,612.00	161,201.00	160,201.00	13,463.33
543 VETERAN'S SERVICE						
5100 Salary	8,934.96	9,350.00	9,600.00	9,600.00	9,600.00	800.00
5200-5701 Operating Expenses	316,868.32	327,770.00	337,650.00	302,650.00	302,650.00	25,120.00
TOTAL	325,803.28	337,120.00	347,250.00	312,250.00	312,250.00	25,920.00
TOTAL HUMAN SERVICES	465,222.58	489,362.00	509,862.00	473,451.00	472,451.00	39,383.33

TOWN OF WARE FY21 BUDGET

	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND	One Twelfth July
CULTURE & RECREATION						
610 YOUNG MEN'S LIBRARY ASSOCIATION						
5120 Salaries	160,573.00	171,876.00	176,497.00	176,200.00	176,200.00	14,685.00
5200-5900 Operating Expenses	66,050.00	69,655.00	87,288.00	84,200.00	78,200.00	6,517.00
SUB TOTAL	226,623.00	241,531.00	263,785.00	260,400.00	254,400.00	21,202.00
Less Library Funds	(32,500.00)	(32,550.00)	(39,600.00)	(39,600.00)	(39,600.00)	(3,300.00)
TOTAL	194,123.00	208,981.00	224,185.00	220,800.00	214,800.00	17,902.00
695 HISTORICAL COMMISSION						
5200-5700 Operating Expenses	250.00	250.00	750.00	500.00	250.00	20.00
693 PARKS DEPARTMENT						
5100-5120 Salaries	127,217.02	125,350.00	142,019.00	137,991.00	111,367.00	9,764.52
5200-5700 Operating Expenses	21,697.06	27,500.00	27,500.00	27,500.00	27,500.00	2,290.00
5800 Capital Expenditures	-	-	-	-	-	-
TOTAL	148,914.08	152,850.00	169,519.00	165,491.00	138,867.00	12,054.52
694 CELEBRATIONS						
5400 Supplies	4,000.00	4,000.00	12,000.00	10,000.00	5,000.00	-
TOTAL CULTURE & RECREATION	347,287.08	366,081.00	406,454.00	396,791.00	358,917.00	29,976.52
DEBT & INTEREST						
710 RETIREMENT OF DEBT						
5900 Principal	1,487,843.65	604,000.00	679,900.00	679,900.00	679,900.00	-
720 LEASE LONG TERM DEBT						
5900 Leases	-	-	-	-	-	-
751 LONG TERM DEBT						
5900 Interest	146,643.50	145,000.00	153,482.10	153,483.00	153,483.00	-
752 SHORT TERM DEBT						
5900 Interest	23,996.60	70,000.00	70,000.00	70,000.00	70,000.00	-
TOTAL DEBT & INTEREST	1,658,483.75	819,000.00	903,382.10	903,383.00	903,383.00	-

TOWN OF WARE FY21 BUDGET						
	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND	One Twelfth July
EMPLOYEE BENEFITS						
911 HAMPSHIRE COUNTY RETIREMENT						
5100 Assessment	1,883,643.21	1,969,540.00	2,239,747.00	2,239,747.00	2,239,747.00	2,239,747.00
913 UNEMPLOYMENT INSURANCE FUND						
5100 Benefit	37,145.43	80,000.00	90,000.00	80,000.00	80,000.00	10,000.00
914 HEALTH & MEDICAL INSURANCE						
5100 Benefit	3,614,999.54	3,423,600.00	3,502,800.00	3,502,800.00	3,502,800.00	295,000.00
916 MEDICARE						
5100 Benefit	211,520.35	225,000.00	240,000.00	235,000.00	235,000.00	20,000.00
917 EMPLOYEE SICK LEAVE BUY BACK						
5100 Benefit	800.00	3,000.00	3,000.00	3,000.00	3,000.00	-
918 IMMUNIZATIONS & PHYSICALS						
5100 Benefit	3,957.00	5,000.00	6,000.00	5,000.00	5,000.00	420.00
TOTAL EMPLOYEE BENEFITS	5,752,065.53	5,706,140.00	6,081,547.00	6,065,547.00	6,065,547.00	2,565,167.00
INSURANCE						
945 MUNICIPAL INSURANCE						
5700 Other Charges	284,206.96	364,600.00	379,200.00	386,000.00	386,000.00	370,000.00
TOTAL INSURANCE	284,206.96	364,600.00	379,200.00	386,000.00	386,000.00	370,000.00
GRAND TOTAL TOWN	14,286,572.30	13,933,301.00	14,823,194.61	14,600,341.00	14,332,105.00	3,618,357.54
	5.5%	-2.5%	6.4%	4.8%	2.9%	

ARTICLE # 1

I Move that the town appropriate \$300.00 to pay an unpaid bill from prior fiscal years of the Parks Department and to meet said appropriation by transferring \$300.00 from available free cash.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation:

ARTICLE #2

MOTION:

I Move that the Town amend the following line items of the Fiscal Year 2020 Town Budget:

Account #	Description	
210-5400	Police Supplies/Services	\$25,000.00

And to fund these increases by
Transfer as follows From:

Account #	Description	
210-5100	Police Salaries	\$25,000.00

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

ARTICLE 3

Move that the Town appropriate vote to raise \$16,000 to be expended for the replacement of water service lines and appurtenant works to the buildings on Main Street as part of the Main Street Reconstruction Project and to determine the manner of meeting said appropriation by transferring \$15,000.00 from Water Enterprise Reserves.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

ARTICLE #4

I move that Article 4 be dismissed. (Capital: Town Hall repairs)

Recommended by:	Board of Selectmen	Yes
	Finance Committee	Yes
	Town Manager	Yes

CONSENT MOTION:

Consent articles (5-13)

CONSENT AGENDA – EXPLANATION

Warrant articles on a Consent Agenda are exceptions to the general process of Town Meeting. The Select Board, Moderator, and Finance Committee can identify, for Town Meeting consideration, those articles that they believe should generate no controversy and can be properly voted upon without debate. These articles are put on the Consent Agenda to allow motions under these articles to be acted upon as one unit and to be passed without debate. At the call of the Consent Agenda, the Moderator will read out the numbers of the articles, one by one. If one or more voters object to any particular article being included in the Consent Agenda, they say "HOLD" in a loud voice when the number is called. The article will be removed automatically from the Consent Agenda and restored to its original place in the Warrant, to be debated and voted under the usual manner.

After the calling of the individual items in the Consent Agenda, the Moderator will ask for a motion that the voters pass all items remaining AS A UNIT on one vote. Use of the Consent Agenda process makes the Town Meeting more efficient by speeding up the handling of non-controversial items.

Please review the list of articles and motions proposed for each Consent Item which follows:

I move that the Town take Articles 5, 6, 7, 8, 9, 10, 11, 12, and 13 out of order and that they be “Passed by Consent” in accordance with the Motions shown on the Consent Agenda distributed this evening.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

ARTICLE # 5

I move that the Town accept the report of the Finance Committee as printed in the Annual Town Report and available on the Town Web site and at this meeting.

ARTICLE # 6

I move that the Town authorize the Treasurer/Tax Collector with the approval of the Board of Selectmen to enter into Compensating Balance Agreements during Fiscal Year 2021 as permitted by Massachusetts General Laws, Chapter 44, §53F

ARTICLE # 7

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 2021, beginning July 1, 2020 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 # 8

I move that the Town accept and appropriate any Grant Funds awarded to the Town of Ware under the Massachusetts Community Development Fund Program 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 Agreement.

ARTICLE # 9

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 2021 to be expended by the Pathfinder Regional Vocational Technical High School District.

ARTICLE # 10

I move that the Town vote to accept all State and Federal Educational Grants in any amount as may be awarded for the direct educational expenditures for Fiscal Year 2021 to be expended by the Ware Public Schools

ARTICLE # 11

I move that the 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 #12

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 # 13

I move that the Town establish FY2021 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

ARTICLE # 14

I move that the Town vote to fix the salaries of the several Elected Officers of the Town for the Fiscal Year 2021 as follows:

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	
	Finance Committee	Yes
	Town Manager	Yes

ARTICLE # 15

MOTION:

I move that the following sums be appropriated for the Water Enterprise Fund for FY 2021:

Salaries	\$.00
Operating Expenses	\$.00
Budgeted Surplus to Separate Reserve Fund	<u>\$.00</u>
	\$.00

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: This article sets the budget for the Water Enterprise per the attached page.

ARTICLE # 16

I move that the following sums be appropriated for the Sewer Enterprise Fund for FY 2021:

Salaries	\$.00
Operating Expenses	\$.00
Budgeted Surplus to Separate Reserve Fund	<u>\$.00</u>
	\$.00

And that \$.00 be raised from Department Receipts and \$.00 be raised from taxation.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: This article sets the budget for the Sewer Enterprise per the attached page.

TOWN OF WARE FY21 BUDGET							
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	FY21 RECOMMEND	TOWN MGR
SEWER ENTERPRISE FUND							
Estimated Revenues							
User Fees	684,896.49	703,779.60	774,530.44	915,000.00	915,000.00	782,400.00	
Sewer Liens	82,554.56	75,701.15	82,976.30	88,600.00	70,000.00	70,000.00	
Construction & Other	35,550.00	39,366.95	32,600.00	25,000.00	25,000.00	25,000.00	
Penalties & Interest	3,594.01	3,562.39	6,181.50	3,000.00	3,500.00	3,500.00	
Use of Retained Earnings	10,379.00	8,564.00	-	-	-	30,000.00	
Municipal/School Charges	19,351.00	16,974.00	24,975.00	12,000.00	12,000.00	12,000.00	
Total Est Revenues	836,325.06	847,948.09	921,263.24	1,023,600.00	1,025,500.00	922,900.00	
5100 Salaries	217,507.89	212,292.38	236,021.41	243,000.00	226,129.00	226,129.00	
5150 Overtime	23,584.85	27,460.51	27,481.72	25,000.00	30,000.00	25,000.00	
5180 Licenses	105.00	275.00	-	1,000.00	1,000.00	1,000.00	
5190 Clothing Allowance	1,779.25	1,350.00	1,787.05	1,350.00	1,350.00	1,350.00	
5200 Purchase of Services	269,672.88	333,602.31	341,724.43	332,500.00	363,100.00	350,000.00	
5400 Supplies	114,691.63	129,139.55	122,998.75	140,500.00	154,500.00	145,000.00	
5700 Other Charges	3,378.45	757.28	1,305.95	2,000.00	1,750.00	1,750.00	
5800 Capital Outlay	65,000.00	22,335.91	-	-	-	-	
5850 Extraordinary/Unforeseen	-	-	-	5,000.00	10,000.00	5,000.00	
TOTAL	695,719.95	727,212.94	731,319.31	750,350.00	787,829.00	755,229.00	
Indirect Costs	140,451.14	153,801.82	155,839.12	247,496.00	269,594.00	269,594.00	
Profit/Loss	153.97	(33,066.67)	34,104.81	25,754.00	(31,923.00)	(101,923.00)	
Note: Available Retained Earnings	105,321.00						
Charges) Total Revenue	816,974.06	830,974.09	896,288.24	1,011,600.00	1,013,500.00	910,900.00	
(If/Loss) Total Expenditures	695,873.92	694,146.27	765,424.12	776,104.00	755,906.00	653,306.00	
For Recap-Total Enterprise Funds							
Charges) Total Revenue	1,781,264.87	1,792,452.04	1,976,833.21	2,130,225.00	2,144,500.00	2,040,900.00	
(If/Loss) Total Expenditures	1,464,665.88	1,470,603.12	1,648,794.93	1,656,392.00	1,597,537.00	1,477,183.00	

ARTICLE # 17

MOTION

I move that the Town raise and appropriate from taxation \$.00 and Transfer \$20,000.00 from Ambulance Receipts Reserved and \$250,000 from available free cash for a total appropriation of \$.00 to defray the charges and expenses of the Town, including Debt and Interest for the Fiscal Year 2021.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: This article sets the Town budget for the Water Enterprise per the attached pages.

TOWN OF WARE FY21 BUDGET									
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND		
GENERAL GOVERNMENT									
100 RESERVE FOR SALARY INCREASES									
5600 Reserve	-	-	-	-	-	-	-	-	-
114 MODERATOR									
5100 Salary	250.00	250.00	-	250.00	250.00	250.00	250.00	250.00	250.00
5700 Other Charges	-	-	-	-	-	-	-	-	-
TOTAL	250.00	250.00		250.00	250.00	250.00	250.00	250.00	250.00
122 SELECTMEN									
5100 Chairman Salary	2,652.00	2,652.00	2,652.00	2,652.00	2,652.00	2,652.00	2,652.00	2,652.00	2,652.00
5110 Member's Salary	8,444.40	8,919.83	8,928.00	8,928.00	8,928.00	8,928.00	8,928.00	8,928.00	8,928.00
5200 Purchase of Services	11,834.20	5,975.76	4,114.14	18,600.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00
5400 Supplies	20.26	102.63	57.76	400.00	400.00	400.00	400.00	400.00	400.00
5700 Other Charges	-	-	180.00	500.00	500.00	300.00	300.00	300.00	300.00
TOTAL	22,950.86	17,650.22	15,931.90	31,080.00	16,230.00	16,030.00	16,030.00	16,030.00	16,030.00
123 TOWN MANAGER									
5100 Town Manager Salary	95,652.84	97,192.17	102,000.08	104,000.00	106,500.00	106,500.00	106,500.00	106,500.00	106,500.00
5110 Executive Assistant	28,396.56	31,824.00	32,301.36	38,735.00	39,552.00	39,552.00	39,552.00	39,552.00	39,552.00
5200 Purchase of Services	3,462.99	1,244.39	5,470.60	8,250.00	8,175.00	8,175.00	8,175.00	8,175.00	8,175.00
5400 Supplies	368.91	456.46	1,034.10	500.00	600.00	500.00	500.00	500.00	500.00
5700 Other Charges	125.15	1,228.58	911.08	1,250.00	1,350.00	1,000.00	1,000.00	1,000.00	1,000.00
TOTAL	128,006.45	131,945.60	141,717.22	152,735.00	156,177.00	155,727.00	155,727.00	155,727.00	155,727.00
131 FINANCE COMMITTEE									
5400 Supplies	69.50	86.17	133.04	130.00	170.00	170.00	170.00	170.00	170.00
5700 Other Charges	176.00	348.95	180.00	325.00	285.00	285.00	285.00	285.00	285.00
5701 Reserve Fund	35,041.36	35,917.02	18,931.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
TOTAL	35,286.86	36,352.14	19,244.04	55,455.00	55,455.00	55,455.00	55,455.00	55,455.00	55,455.00
135 TOWN ACCOUNTANT									
5100 Salary	79,618.13	80,899.53	82,113.20	84,607.00	86,180.00	86,180.00	86,180.00	86,180.00	86,180.00
5110 Assistants Salary	31,972.53	33,293.49	37,746.84	39,833.00	41,108.00	41,108.00	41,108.00	41,108.00	41,108.00
5200 Purchase of Services	49,763.92	40,427.09	48,658.78	42,630.00	53,330.00	53,330.00	53,330.00	53,330.00	53,330.00
5400 Supplies	518.12	431.47	253.59	400.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
5700 Other Charges	50.00	50.00	98.96	350.00	350.00	350.00	350.00	350.00	350.00
TOTAL	161,922.70	155,101.58	168,871.37	167,820.00	181,968.00	181,968.00	181,968.00	181,968.00	181,968.00
141 BOARD OF ASSESSORS									
5100 Board Member's Salary	10,000.00	9,838.55	9,999.78	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
5110 Assistants' Salaries	70,927.36	65,992.66	73,643.12	89,452.00	121,127.00	121,127.00	121,127.00	121,127.00	121,127.00
5200 Purchase of Services	15,525.12	14,449.04	18,139.29	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00	16,500.00
5201 Reval & Recert	-	25,000.00	-	-	-	-	-	-	-
5202 Cyclical Inspections	3,750.00	3,450.00	2,094.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
5400 Supplies	478.27	953.58	634.04	600.00	600.00	600.00	600.00	600.00	600.00
5700 Other Charges	667.41	505.76	634.87	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
5800 Capital Outlay	-	-	-	-	-	-	-	-	-
TOTAL	101,348.16	120,189.59	105,145.10	123,052.00	154,727.00	154,727.00	154,727.00	154,727.00	154,727.00

TOWN OF WARE FY21 BUDGET									
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND		
145 TREASURER/COLLECTOR									
5100 Salaries	64,246.20	65,280.33	54,744.05	68,272.00	64,000.00	64,000.00	64,000.00	64,000.00	
5110 Assistants' Salary	111,257.34	92,036.50	99,809.01	107,656.00	129,273.51	129,274.00	129,274.00	129,274.00	
5120 Administrative Assistant	6,730.00	3,648.75	-	-	-	-	-	-	
5200 Purchase of Services	26,479.45	27,838.20	33,793.31	31,182.00	43,982.00	32,000.00	32,000.00	32,000.00	
5400 Supplies	3,671.92	3,322.07	4,409.62	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	
5700 Other Charges	2,174.89	2,336.53	1,275.99	1,575.00	1,775.00	1,775.00	1,775.00	1,775.00	
TOTAL	214,559.80	194,462.38	194,031.98	212,435.00	242,780.51	230,799.00	230,799.00	230,799.00	
151 LAW									
5200 Purchase of Services	104,962.72	46,739.67	90,000.00	90,000.00	100,000.00	100,000.00	100,000.00	100,000.00	
152 HUMAN RESOURCES									
5100 Salary	-	-	-	-	-	15,000.00	-	10,000.00	
5200 Purchase of Services	-	-	-	-	-	-	-	-	
5400 Supplies	-	-	-	-	-	1,000.00	-	1,000.00	
5700 Other Charges	-	-	-	-	-	-	-	-	
TOTAL	-	-	-	-	-	16,000.00	-	11,000.00	
155 INFORMATION TECHNOLOGY									
5100 Salary	61,111.00	62,094.22	63,025.56	65,000.00	66,371.00	66,371.00	66,371.00	66,371.00	
5200 Purchase of Services	60,929.25	64,190.29	58,931.45	71,595.00	81,400.00	81,400.00	81,400.00	81,400.00	
5400 Supplies	104.43	402.78	317.95	500.00	500.00	500.00	500.00	500.00	
5700 Other Charges	654.19	604.20	607.20	660.00	660.00	660.00	660.00	660.00	
5800 Capital Expenditures	21,887.23	11,546.60	24,384.37	28,235.00	22,110.00	22,110.00	22,110.00	22,110.00	
TOTAL	144,686.10	138,838.09	147,266.53	165,990.00	171,041.00	171,041.00	171,041.00	171,041.00	
158 TELEPHONE CHARGES									
5200 Purchase of Services	21,477.36	22,353.44	20,378.56	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00	
422 MUNICIPAL FUEL									
5401 Supplies	72,961.85	95,195.73	104,860.72	125,000.00	120,000.00	120,000.00	120,000.00	120,000.00	
161 TOWN CLERK									
5100 Salary	51,760.45	52,577.22	53,350.91	56,000.00	57,181.00	57,181.00	57,181.00	57,181.00	
5110 Assistant Salary	41,419.00	42,588.00	44,738.63	46,327.00	49,044.00	49,044.00	49,044.00	49,044.00	
5200 Purchase of Services	2,866.03	2,876.96	3,249.05	2,800.00	2,800.00	2,900.00	2,900.00	2,900.00	
5400 Supplies	1,424.95	752.23	984.49	1,500.00	1,500.00	1,200.00	1,200.00	1,200.00	
5700 Other Charges	830.36	1,118.23	1,021.04	900.00	900.00	900.00	900.00	900.00	
TOTAL	98,300.79	99,912.64	103,344.12	107,527.00	111,425.00	111,425.00	111,425.00	111,425.00	
162 ELECTIONS & TOWN MEETING									
5100 Salaries	9,418.63	3,030.00	8,625.08	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	
5200 Purchase of Services	11,071.09	4,359.55	8,196.64	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00	
5400 Supplies	1,127.52	932.57	3,165.61	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
5700 Other Charges	-	-	-	-	-	-	-	-	
TOTAL	21,617.24	8,322.12	19,987.33	19,000.00	19,000.00	21,000.00	21,000.00	21,000.00	

TOWN OF WARE FY21 BUDGET									
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND		
163 BOARD OF REGISTRARS									
5100 Salaries	3,266.66	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00		3,400.00
5200 Purchase of Services	5,732.58	4,313.01	6,410.49	5,800.00	5,800.00	5,700.00	5,700.00		5,700.00
5400 Supplies	182.51	35.99	377.35	150.00	150.00	180.00	180.00		180.00
5700 Other Charges	-	-	-	-	-	-	-		-
TOTAL	9,181.75	7,749.00	10,187.84	9,350.00	9,350.00	9,280.00	9,280.00		9,280.00
171 CONSERVATION COMMISSION									
5100 Salaries	11,932.18	12,584.19	12,384.84	15,300.00	15,300.00	16,100.00	16,100.00		16,100.00
5200 Purchase of Services	233.30	166.31	60.73	200.00	200.00	300.00	300.00		300.00
5400 Supplies	-	19.95	-	300.00	300.00	300.00	300.00		300.00
5700 Other Charges	-	105.00	638.77	400.00	400.00	500.00	500.00		500.00
TOTAL	12,165.48	12,875.45	13,084.34	16,200.00	16,200.00	17,200.00	17,200.00		17,200.00
175 PLANNING/COMMUNITY DEVELOPMENT									
5100 Board's Salaries-PB	2,200.00	2,000.00	2,333.34	4,800.00	4,800.00	4,800.00	4,800.00		4,800.00
5100 Board's Salaries-ZBA	2,000.00	1,666.70	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00		2,000.00
5110 Town Planner Salary	25,924.22	43,670.00	32,526.11	35,000.00	35,190.00	35,190.00	35,190.00		35,190.00
5120 Admin Asst Salary	18,990.13	19,898.76	15,012.71	16,500.00	13,228.00	11,275.00	11,275.00		11,275.00
5200 Purchase of Services	9,028.23	3,180.94	10,645.27	18,000.00	14,100.00	8,500.00	8,500.00		7,500.00
5400 Supplies	146.62	5,065.37	4,437.26	2,500.00	3,500.00	3,000.00	2,500.00		2,500.00
5700 Other Charges	1,293.50	3,261.04	1,048.57	1,500.00	4,400.00	2,000.00	2,000.00		2,000.00
TOTAL	59,582.70	78,742.81	68,003.26	80,300.00	77,218.00	66,765.00	65,265.00		65,265.00
192 TOWN HALL									
5100 Custodian's Salary	9,290.43	6,274.47	5,640.52	7,150.00	7,500.00	7,500.00	7,500.00		7,500.00
5200 Purchase of Services	30,369.02	34,968.70	35,318.08	35,000.00	35,000.00	34,000.00	34,000.00		34,000.00
5400 Supplies	4,216.72	5,174.05	3,495.95	5,500.00	6,000.00	6,000.00	6,000.00		6,000.00
5700 Other Charges	-	-	-	-	-	-	-		-
TOTAL	43,876.17	46,417.22	44,454.55	47,650.00	48,500.00	47,500.00	47,500.00		47,500.00
194 FACILITIES MAINTENANCE									
5200 Purchase of Services	9,262.65	14,746.14	13,581.00	25,000.00	25,000.00	15,000.00	15,000.00		15,000.00
195 TOWN REPORT									
5200 Purchase of Services	500.00	500.00	500.00	500.00	500.00	500.00	500.00		500.00
198 AMERICANS W/DISABILITY COMMISSION									
5200 Purchase of Services	-	-	-	-	-	-	-		-
5400 Supplies	-	-	-	100.00	100.00	100.00	100.00		100.00
5700 Other Charges	-	-	-	100.00	100.00	100.00	100.00		100.00
TOTAL	1,262,899.64	1,228,343.82	1,280,589.86	1,452,444.00	1,528,921.51	1,513,567.00	1,507,067.00		1,507,067.00

TOWN OF WARE FY21 BUDGET

	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND
PROTECTION OF PERSONS & PROPERTY (PUBLIC SAFETY)							
210 POLICE DEPARTMENT							
5100 Chief's Salary	91,115.45	81,653.67	114,499.84	118,500.00	121,462.00	121,462.00	127,000.00
5120 Officer's Salary	1,070,574.35	1,048,583.80	1,121,173.86	1,214,325.00	1,216,130.00	1,212,000.00	1,157,000.00
5120 Overtime/Replacement	191,232.03	229,423.38	190,310.62	225,000.00	225,000.00	220,000.00	220,000.00
5160 Custodian Salary	19,047.04	11,751.51	5,630.85	7,150.00	7,300.00	7,200.00	7,200.00
5190 Clothing Allowance	14,439.57	14,498.67	18,171.03	19,000.00	19,000.00	19,000.00	19,000.00
5200 Purchase of Services	88,143.36	96,685.65	91,819.84	94,000.00	107,800.00	101,478.00	100,478.00
5400 Supplies	23,031.85	29,729.86	25,482.90	23,000.00	37,500.00	30,500.00	27,500.00
5700 Other Charges	9,535.96	18,120.73	17,646.92	12,500.00	24,650.00	24,150.00	24,150.00
5800 Capital Expenditures	-	-	45,000.00	-	9,300.00	9,300.00	-
TOTAL	1,507,119.61	1,530,447.27	1,629,735.86	1,713,475.00	1,768,142.00	1,745,090.00	1,682,328.00
220 FIRE DEPARTMENT							
5100 Chief's Salary	98,988.69	100,588.28	103,340.32	104,940.00	105,000.00	105,000.00	105,000.00
5110 Deputy Chief's Salary	94,307.70	95,875.00	97,313.21	100,023.00	95,000.00	91,500.00	91,500.00
5120 Firefighters Salary	682,450.04	659,354.05	776,895.40	898,919.00	939,296.00	939,296.00	899,296.00
5180 Off Site Training	605.00	275.00	-	1,000.00	1,000.00	1,000.00	1,000.00
5190 Clothing Allowance	8,269.63	10,123.15	10,346.09	10,000.00	10,500.00	10,500.00	10,500.00
5200 Purchase of Services	45,226.49	36,585.74	66,826.83	36,000.00	84,200.00	79,500.00	50,500.00
5400 Supplies	8,154.41	9,614.97	12,197.36	8,000.00	11,600.00	11,600.00	11,600.00
5700 Other Charges	-	-	-	-	-	-	-
5800 Capital Expenditures	-	-	-	-	-	-	-
TOTAL	938,001.96	912,416.19	1,066,919.21	1,158,882.00	1,246,596.00	1,238,396.00	1,169,396.00
231 AMBULANCE							
5100 Salary	326,316.00	314,520.91	414,876.38	323,140.00	353,738.00	353,738.00	353,738.00
5200 Purchase of Services	54,331.06	60,603.28	60,434.58	53,000.00	113,800.00	75,000.00	75,000.00
5400 Supplies	17,831.75	17,237.91	24,155.36	32,000.00	35,000.00	34,000.00	34,000.00
5700 Other Charges	64,960.55	64,960.55	79,983.03	80,467.00	80,650.00	80,650.00	80,650.00
5800 Capital Expenditures	-	-	-	-	-	-	-
TOTAL	463,439.36	457,322.65	579,449.35	488,607.00	583,188.00	543,388.00	543,388.00
241 INSPECTIONAL SERVICES/CODE ENFORCEMENT							
5100 Building Inspector Salary	56,499.80	58,176.56	65,834.96	58,000.00	58,111.00	58,111.00	58,111.00
5115 Admin Asst Salary	35,748.05	28,240.80	31,541.65	33,985.00	38,002.00	38,002.00	38,002.00
5110 Gas Inspector Salaries (2)	1,542.75	3,000.00	2,092.00	3,500.00	3,500.00	3,500.00	3,500.00
5120 Electrical Inspector Salaries (2)	3,811.56	9,409.60	10,814.00	12,000.00	12,000.00	12,000.00	12,000.00
5200 Purchase of Services	3,301.97	762.06	13,124.63	38,537.00	35,630.00	30,630.00	25,630.00
5400 Supplies	2,090.64	2,226.26	871.59	2,150.00	2,150.00	2,000.00	2,000.00
5700 Other Charges	1,546.22	2,650.23	1,282.89	1,800.00	3,000.00	2,200.00	2,200.00
TOTAL	104,540.99	104,465.51	125,561.72	149,972.00	152,393.00	146,443.00	141,443.00

TOWN OF WARE FY21 BUDGET									
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	FY21 RECOMMEND	TOWN MGR	TOWN MGR W/ CUTS	
244 SEALER OF WEIGHTS & MEASURES									
5200 Purchase of Services	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00			3,500.00
291 EMERGENCY MANAGEMENT									
5110 P/T Salary	-	-	-	-	-	-			-
5200 Purchase of Services	7,900.00	7,617.10	7,717.29	7,500.00	7,500.00	7,500.00			7,500.00
5400 Supplies	-	282.90	-	300.00	300.00	300.00			300.00
5700 Other Charges	-	-	-	5,100.00	5,100.00	2,000.00			2,000.00
TOTAL	7,900.00	7,900.00	7,717.29	12,900.00	12,900.00	9,800.00			9,800.00
292 ANIMAL CONTROL									
5100 Salary	10,160.00	9,000.00	-	-	-	-			-
5200 Purchase of Services	10,672.00	10,563.36	20,238.00	22,000.00	22,550.00	22,550.00			22,550.00
5400 Supplies	-	-	-	250.00	250.00	250.00			250.00
5700 Other Charges	-	-	-	1,200.00	1,000.00	1,000.00			1,000.00
TOTAL	20,832.00	19,563.36	20,238.00	23,450.00	23,800.00	23,800.00			23,800.00
293 TRAFFIC CONTROL									
5200 Purchase of Services	\$8,231.48	3,000.00	987.27	5,000.00	5,000.00	3,000.00			3,000.00
TOTAL PUBLIC SAFETY	3,053,565.40	3,038,614.98	3,434,108.70	3,555,786.00	3,795,519.00	3,713,417.00			3,576,655.00
DEPARTMENT OF PUBLIC WORKS									
421 DEPARTMENT OF PUBLIC WORKS									
5100 Director's Salary	16,955.60	13,915.02	18,269.50	19,000.00	19,000.00	19,000.00			19,000.00
5110 Asst Director's Salary	74,444.51	21,494.47	72,961.39	75,200.00	77,665.00	77,665.00			77,665.00
5120 Salaries	360,264.16	347,858.88	361,672.64	435,574.00	436,624.00	440,000.00			440,000.00
5180 Licenses	715.00	959.75	120.00	1,100.00	1,100.00	1,100.00			1,100.00
5190 Clothing Allowance	4,503.13	4,182.50	3,950.00	6,750.00	6,750.00	6,750.00			6,750.00
5200 Purchase of Services	74,040.77	62,770.89	58,920.14	95,000.00	99,000.00	99,000.00			99,000.00
5400 Supplies	97,649.97	106,404.32	105,004.25	101,000.00	120,500.00	112,000.00			107,000.00
5700 Other Charges	1,951.53	1,421.61	599.00	1,500.00	1,500.00	1,500.00			1,500.00
5800 Road Repairs	-	-	100,000.00	100,000.00	100,000.00	70,000.00			5,000.00
TOTAL	630,524.67	559,007.44	721,496.92	835,124.00	862,139.00	827,015.00			753,015.00

TOWN OF WARE FY21 BUDGET

	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND
423 SNOW REMOVAL							
5100 Salaries	70,820.95	51,439.02	61,171.39	60,000.00	75,000.00	65,000.00	60,000.00
5400 Supplies	195,645.48	200,438.81	152,107.77	140,000.00	150,000.00	145,000.00	140,000.00
TOTAL	266,466.43	251,877.83	213,279.16	200,000.00	225,000.00	210,000.00	200,000.00
424 STREETLIGHTS							
5200 Purchase of Services	77,926.66	81,360.97	86,680.24	70,000.00	60,000.00	40,000.00	40,000.00
425 TREE WARDEN							
5100 Salary	-	-	-	4,800.00	5,000.00	5,000.00	5,000.00
5200 Purchase of Services	-	-	-	4,000.00	4,000.00	4,000.00	4,000.00
5400 Supplies	-	-	-	200.00	400.00	400.00	400.00
5700 Other Charges	-	-	-	-	-	-	-
TOTAL	-	-	-	9,000.00	9,400.00	9,400.00	9,400.00
TOTAL DEPT. OF PUBLIC WORKS	974,917.76	892,246.24	1,021,456.32	1,114,124.00	1,156,539.00	1,086,415.00	1,002,415.00
HEALTH & SANITATION							
510 BOARD OF HEALTH							
5100 Member's Salaries	1,963.50	1,963.50	1,908.95	1,964.00	1,964.00	1,964.00	1,964.00
5121 Public Health Nurse Salary	14,875.83	-	-	-	-	-	-
5122 Clerk's Salary	-	-	-	200.00	200.00	200.00	200.00
5123 Seven Appointees Salaries	9,856.00	9,856.00	9,856.01	17,900.00	9,856.00	9,856.00	9,856.00
5200 Purchase of Services	5,947.52	13,227.48	30,468.65	45,000.00	46,950.00	46,950.00	46,950.00
5400 Supplies	261.27	447.18	870.89	500.00	500.00	500.00	500.00
5700 Other Charges	177.83	-	47.02	200.00	200.00	200.00	200.00
TOTAL	33,081.95	25,494.16	43,151.52	65,764.00	59,670.00	59,670.00	59,670.00
TOTAL HEALTH & SANITATION	33,081.95	25,494.16	43,151.52	65,764.00	59,670.00	59,670.00	59,670.00
HUMAN SERVICES							
541 COUNCIL ON AGING							
5110 Director's Salary	49,027.89	49,817.03	50,564.24	53,000.00	53,761.00	53,761.00	53,761.00
5120 Salaries	53,857.48	50,095.81	52,576.34	56,842.00	58,590.00	58,590.00	58,590.00
5200 Purchase of Services	33,250.21	31,152.75	35,914.41	36,600.00	40,611.00	40,000.00	39,000.00
5400 Supplies	2,891.50	2,024.83	272.07	4,500.00	4,500.00	4,000.00	4,000.00
5700 Other Charges	73.95	145.45	92.24	1,300.00	1,300.00	1,000.00	1,000.00
5800 Capital Expenditures	-	-	-	-	3,850.00	3,850.00	3,850.00
TOTAL	139,101.03	133,235.87	139,419.30	152,242.00	162,612.00	161,201.00	160,201.00

TOWN OF WARE FY21 BUDGET

	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	TOWN MGR FY21 RECOMMEND	TOWN MGR W/ CUTS FY21 RECOMMEND
543 VETERAN'S SERVICE							
5100 Salary	8,629.92	8,802.96	8,934.96	9,350.00	9,600.00	9,600.00	9,600.00
5200 Purchase of Services	50.00	50.00	50.00	1,120.00	1,000.00	1,000.00	1,000.00
5400 Supplies	602.41	623.41	-	450.00	450.00	450.00	450.00
5700 Other Charges	246,471.05	298,745.20	316,818.32	325,000.00	335,000.00	300,000.00	300,000.00
5701 Veterans' Graves Care	1,200.00	1,195.02	-	1,200.00	1,200.00	1,200.00	1,200.00
TOTAL	256,953.38	309,416.59	325,803.28	337,120.00	347,250.00	312,250.00	312,250.00
TOTAL HUMAN SERVICES	396,054.41	442,652.46	465,222.58	489,362.00	509,862.00	473,451.00	472,451.00
CULTURE & RECREATION							
610 YOUNG MEN'S LIBRARY ASSOCIATION							
5100 Salary	155,011.00	158,200.00	160,573.00	171,876.00	176,497.00	176,200.00	176,200.00
5200 Purchase of Services	31,500.00	31,500.00	32,500.00	35,435.00	38,400.00	38,400.00	38,400.00
5400 Supplies	5,900.00	5,900.00	6,350.00	6,400.00	7,643.00	7,500.00	7,500.00
5700 Other Charges	18,500.00	18,500.00	19,000.00	19,910.00	32,945.00	30,000.00	24,000.00
5800 Capital Expenditures	1,000.00	1,500.00	1,500.00	1,000.00	1,000.00	1,000.00	1,000.00
5900 Debt Service	6,500.00	6,700.00	6,700.00	6,910.00	7,300.00	7,300.00	7,300.00
SUB TOTAL	218,411.00	222,300.00	226,623.00	241,531.00	263,785.00	260,400.00	254,400.00
Less Library Funds	(32,000.00)	(32,000.00)	(32,500.00)	(32,550.00)	(39,600.00)	(39,600.00)	(39,600.00)
TOTAL	186,411.00	190,300.00	194,123.00	208,981.00	224,185.00	220,800.00	214,800.00
695 HISTORICAL COMMISSION							
5200 Purchase of Services	-	-	-	-	-	-	-
5400 Supplies	-	-	-	-	-	-	-
5700 Other Charges	-	100.00	250.00	250.00	750.00	500.00	250.00
TOTAL	-	100.00	250.00	250.00	750.00	500.00	250.00
693 PARKS DEPARTMENT							
5100 Director's Salary	53,360.41	54,218.84	55,032.12	60,000.00	61,266.00	61,266.00	61,266.00
5120 Salaries	85,678.52	80,443.79	72,184.90	65,350.00	80,753.00	76,725.00	50,101.00
5200 Purchase of Services	11,870.73	18,725.26	10,677.12	12,500.00	12,500.00	12,500.00	12,500.00
5400 Supplies	11,514.62	9,504.34	11,019.94	15,000.00	15,000.00	15,000.00	15,000.00
5700 Other Charges	-	-	-	-	-	-	-
5800 Capital Expenditures	-	-	-	-	-	-	-
TOTAL	162,424.28	162,892.23	148,914.08	152,850.00	169,519.00	165,491.00	138,867.00
694 CELEBRATIONS							
5400 Supplies - Veterans	2,966.01	2,852.00	4,000.00	4,000.00	12,000.00	10,000.00	5,000.00
5401 Supplies - 250th Anniversary	-	-	-	-	-	-	-
TOTAL CULTURE & RECREATION	351,801.29	356,144.23	347,287.08	366,081.00	406,454.00	396,791.00	358,917.00

TOWN OF WARE FY21 BUDGET									
	FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY20 BUDGET	FY21 REQUEST	FY21 RECOMMEND	TOWN MGR W/ CUTS		
916 MEDICARE									
5100 Benefit	202,515.11	200,807.84	211,520.35	225,000.00	240,000.00	235,000.00		235,000.00	
TOTAL	202,515.11	200,807.84	211,520.35	225,000.00	240,000.00	235,000.00		235,000.00	
917 EMPLOYEE SICK LEAVE BUY BACK									
5100 Benefit	1,845.91	900.00	800.00	3,000.00	3,000.00	3,000.00		3,000.00	
TOTAL	1,845.91	900.00	800.00	3,000.00	3,000.00	3,000.00		3,000.00	
918 IMMUNIZATIONS & PHYSICALS									
5100 Benefit	4,358.11	2,751.60	3,957.00	5,000.00	6,000.00	5,000.00		5,000.00	
TOTAL	4,358.11	2,751.60	3,957.00	5,000.00	6,000.00	5,000.00		5,000.00	
TOTAL EMPLOYEE BENEFITS	5,180,394.57	5,569,211.08	5,752,065.53	5,706,140.00	6,081,547.00	6,065,547.00		6,065,547.00	
INSURANCE									
945 MUNICIPAL INSURANCE									
5700 Other Charges	300,071.61	292,936.00	284,206.96	364,600.00	379,200.00	386,000.00		386,000.00	
TOTAL INSURANCE	300,071.61	292,936.00	284,206.96	364,600.00	379,200.00	386,000.00		386,000.00	
GRAND TOTAL TOWN	13,180,439.35	13,546,035.15	14,286,572.30	13,933,301.00	14,821,094.61	14,598,241.00		14,332,105.00	2.9%
	2.0%	2.8%	5.5%	-2.5%	6.4%	4.8%			
SCHOOLS									
5100 Net School Spending - WPS (School Committee)	11,619,701.00	11,835,000.00	12,085,000.00	12,625,000.00	13,258,456.00	13,000,000.00		12,800,000.00	
5100 Medicaid Distribution	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00		75,000.00	
5100 Transportation - WPS	1,441,925.95	1,545,000.00	1,567,120.00	1,605,077.00	1,691,513.00	1,650,000.00		1,650,000.00	
5600 Pathfinder Regional Schools	1,028,380.00	1,179,572.00	1,283,879.00	1,121,028.00	1,324,028.00	1,311,065.00		1,296,813.00	
TOTAL SCHOOL	14,165,006.95	14,634,572.00	15,010,999.00	15,426,105.00	16,348,997.00	16,036,065.00		15,821,813.00	2.6%
	2.5%	3.3%	2.6%	2.8%	6.0%	4.0%			
GRAND TOTAL TOWN & SCHOOL	27,345,446.30	28,180,607.15	29,297,571.30	29,359,406.00	31,170,091.61	30,634,306.00		30,153,918.00	2.7%
	2.3%	3.1%	4.0%	0.2%	6.2%	4.3%			

ARTICLE # 18

I move that the Town appropriate Twenty Thousand Dollars (\$20,000.00) to fund the Employee Compensated Absences Reserve Fund and to meet said appropriation by transferring \$20,000.00 from available free cash.

Recommended by: **Board of Selectmen**
 Finance Committee **Yes**
 Town Manager **Yes**

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

ARTICLE # 19

I Move that the Town amend the Zoning Bylaw by amending section 4.8.3 Solar Energy Facilities in accordance with the report of the Planning Board attached hereto and included in the Town Meeting packet.

Recommended by: **Board of Selectmen**
 Finance Committee **Yes**
 Town Manager **Yes**

Explanation: Please see attached explanation. At last year's Town Meeting, a solar development moratorium bylaw was implemented in order to allow the Planning Board to review and amend the zoning bylaw. The proposed amendment is attached.

Solar Energy Facilities

- A. Purpose. The purpose of this bylaw is to ~~promote~~ regulate the development of solar energy facilities by providing standards for the placement, design, construction, operation, monitoring, modification, and removal of such installations, to protect public safety, to minimize impacts on scenic, natural and historic resources of Ware, and to provide adequate financial assurance for the eventual decommissioning of such installations. This purpose is to:
1. facilitate the protection of open space, agricultural land, forested land and mature forest;
 2. facilitate the protection of natural, historic, and scenic resources;
 3. protect endangered or threatened species, wildlife corridors and habitat;
 4. take into consideration sensitive and noteworthy natural, scenic, historic and cultural resources;
 5. identify and protect physical features: streams, wetlands, steep slopes, land forms, cultural assets, and agricultural resources;
- B. Applicability. This §4.8.3 applies to all large ground-mounted solar energy facilities and to physical modifications that materially alter the type, configuration, or size of these facilities or related equipment. Solar facilities for the primary purpose of agriculture are exempt from this §4.8.3 pursuant to MGL c. 40A §3. Solar facilities for one and two family dwellings are also exempt from this §4.8.3. Solar facilities built as a solar parking canopy are also exempt from §4.8.3, but will require Site Plan Review.
- C. General Requirements
1. Permit Required. Large ground-mounted solar energy facilities are permitted by-right upon approval of a Site Plan in the Highway Commercial (HC), the Commercial Industrial (CI), and the Industrial (I) districts, and upon the granting of a Special Permit and Site Plan Approval in the Residential Business (RB) and the Rural (RQ and RR) districts. Ground-mounted solar energy facilities are not permitted in the Beaver Lake Residential (BLR), Suburban Residential (SR), Downtown (DTR and DTC), or the Mill Yard (MY) districts, given the density of development in these areas.
 2. Review Fees. The Planning Board may, in accordance with MGL c. 44 §53G, impose a Project Review Fee to hire outside consultants with expertise in solar installation to review the proposed project. This fee shall be estimated at the time of application and a deposit of at least 75% of that estimate collected prior to the public hearing, with the balance due upon receipt of the final invoice from the review consultant. This fee shall be deposited into a separate account in compliance with MGL c. 44 §53G, and any balance (including interest) remaining when the project is completed shall be returned to the applicant.

3. Site Control

a) No more than fourteen (14) total large scale solar arrays shall be permitted within the Town of Ware.

b) Utility-Scale Solar Facility

1. No more than one (1) utility-scale solar facility shall be permitted within the Town of Ware. Such facility shall be identified as a large scale solar array over 15MW in total size.

2. Solar array approvals already permitted as of May 11, 2020 may not be combined with new projects to create a utility-scale solar facility.

3. Utility-scale solar facility shall be minimally visible from public ways.

4. If a utility-scale solar facility is proposed to be developed over multiple properties (as recorded at any Massachusetts Registry of Deeds) the dimensional setback and buffer requirements may be reduced at the discretion of the Planning Board. This setback reduction shall only be considered for interior parcel lines where both parcels are being proposed to be developed for a utility-scale solar facility.

5. A utility-scale solar facility may be excluded from frontage requirements so long as there is legal frontage and access for the project as a whole entity. Frontage and access are not required to be at the same point. Access must be on a public way.

6. For a utility-scale solar project, a minimum area equal to the total project area must remain as natural open space (i.e. not used in any way by the solar developer) for the life of the project. If the proposed project is to be developed over multiple properties (as recorded at any Massachusetts Registry of Deeds) the fifty percent (50%) open space may be calculated using the total acreage of all parcels included in the project. Nothing in this section shall restrict the landowners from using their property that is subject to a utility-scale solar facility project for other uses, if properly permitted and allowed.

7. A utility-scale solar facility may be a second primary use on a property where a primary use already exists.

2.4. Required Documents. In addition to the submission requirements in §7.4, Site Plan Review, the applicant shall provide the following documents:

a) Plans and drawings of the solar energy facility signed and stamped by a Professional Engineer licensed to practice in Massachusetts, and in good standing, showing the proposed layout of the system

b) Existing conditions showing property lines and physical features, including but not limited to: wetlands and related buffer zones, rivers and associated riverfront areas, vernal pools, flood zones, ledge, outcropping, logging or access roads, forested areas, stone walls and stone foundations or other historic features, and roads for the project site

c) Locations of local or National Historic Districts

d) Locations of Priority Habitat Areas and Bio Map 2 Critical Natural Landscape Core Habitat mapped by Natural Heritage & Endangered Special Program (NHESP)

e) Proposed changes to the site including: grading, slope, vegetation clearing and planting, exterior lighting, boundaries of vegetative buffer, zoning setback lines, screening vegetation or structures

f) Landscape plan identifying location, size and species of all proposed plantings

- g) Proposed layout of the system and related structures, including final stormwater and other site management devices, fences, emergency management turnarounds and staging areas, and access road(s)
- h) Visual renderings showing sight lines from abutting residential structures, commercial structures and public ways.
- i) Construction stormwater management and erosion control
- j) Post-installation stormwater management
- k) Construction phases with detailed notes on plan including material lay down and staging areas
- l) One- or three- line electrical diagram detailing the solar installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices
- m) Technical specifications of the major system components, including the solar arrays, mounting system, and inverter, and any on-site battery storage
- n) Evidence that the utility company has been notified of the intent to install a solar energy facility and that the utility company has responded in writing to the notice. Off-grid systems are exempt from this requirement
- o) Evidence the solar PV modules shall be positioned in such a way that there is minimal or no level of glare on a residence or public way at any time during the day. No solar energy facility shall produce glare that would constitute a nuisance to the public.
- p) The name, address, and contact information of the proposed installer, operator, and owner of the solar energy facility
- q) Documentation of actual or proposed control of access ways and the project site sufficient to allow for installation and use of the proposed facility
- r) An Operation and Maintenance Plan which shall include measures for maintaining safe access, storm water controls, and general procedures for operating and maintaining the installation
- s) Proof of liability insurance
- t) Financial surety that satisfies §4.8.3 H 5 of this Bylaw
- u) A comprehensive decommissioning/removal plan

Any portion of these requirements may be waived upon written request submitted to the Planning Board. Waiver will be granted if, in the opinion of the Planning Board, the materials submitted are sufficient for the Board to make a decision.

3.5. Modifications. All major modifications to the site plan that are proposed after issuance of the building permit require approval of the Planning & Community Development for a modified site plan. Depending on the extent of changes, modification may need Planning Board approval.

4.5. Dimensional Requirements

- a) Setbacks. Large ground-mounted solar energy facilities and all accessory structures shall have a setback from front, side and rear property lines and public ways of at least one-hundred (100') feet.
- b) Along property lines abutting land owned by the Department of Fish & Wildlife, Department of Conservation & Recreation, a Land Trust or similar entity, or that is under a Conservation Restriction, solar collectors shall have a setback of two-hundred (200'). This may also include land classified as Chapter 61, 61A, or 61B at the time of the application, particularly if such land is in chapter for the conservation of open space and protection of wildlife habitat. This dimensional setback may be reduced at the discretion of the Planning Board, particularly in locations where the applicant can demonstrate that enforcing this setback would be a hardship to a proposed

project and the Board can be shown there is sufficient protection of existing abutting wildlife habitat, such as in the Rural Quabbin district. This may not be reduced to less than the 100' solar setback.

c) Any large ground-mounted solar energy facilities property along a designated Scenic Road shall have a setback of two-hundred 200'. The Planning Board may require additional buffering along such roads that is consistent with the rural New England character of said roads.

d) Buffer. The site plan shall provide a buffer of fifty feet (50') one-hundred (100') feet between the solar array and all properties in residential use, including houses across a street. This buffer shall be of undisturbed natural vegetation, or if existing vegetation is inadequate, as determined by the Planning Board, to provide a visual screen; then new landscaping with or without an earthen berm shall be designed and installed to provide the screening. If the applicant provides information showing that the visual buffer would have a detrimental impact on the ability to generate power, the Planning Board may grant a waiver to reduce the size of the buffer, but shall not eliminate it. Consideration should be given to designing buffers in situations where topography may negate the effectiveness of the buffer; the intent is to provide visual screening from existing residences to the array, and as such the location of the buffer can be modified to provide a more effective screen.

7. Accessory Structures. All accessory structures including but not limited to equipment shelters, storage facilities, transformers, battery storage and substations shall be subject to reasonable conditions by the Planning Board concerning bulk and height, parking, building coverage, and vegetative screening to avoid adverse impacts on the neighborhood or abutting properties.

F.D. Design Standards

1. Lighting

a) Lighting shall be limited to that required for safety and operational purposes, and shall not be intrusive in any way on abutting properties.

a)b) Lighting shall incorporate full cut-off fixtures to reduce light pollution.

2. Signage

a) The facility shall have one sign not to exceed 32 square feet which identifies the operator and provides a 24-hour emergency contact phone number.

b) The site may have a secondary sign not to exceed 32 square feet providing educational information about the facility and the benefits of renewable energy.

3. Utility Connections

a) The applicant shall place all wiring from the solar installation underground, except in cases where the Planning & Community Development finds that the soil conditions of the site make underground wiring infeasible.

b) All utility poles and connections shall be located in the least invasive location as feasibly possible

4. Environmental Impacts

a) Proposed structures (including solar collectors) shall be integrated into the existing terrain and surrounding landscape by minimizing impact to wetlands, steep slopes, and hilltops; protecting visual amenities and scenic views; minimizing tree, vegetation and soil removal; and minimizing grade change.

b) To the greatest extent feasible, solar PV arrays shall be designed to minimize the number of trees removed, the length of stone walls removed, and the area of wetland vegetation disturbed.

- a)c) No earth material shall be removed from the site. All cuts and fills of earth material shall be balanced.
- d) Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the large ground mounted solar array
- b)e) The topping or pollarding of trees is not allowed in order to promote and protect natural, scenic resources
- f) For all projects, a minimum area equal to the total project area must remain as natural open space for the life of the project. This land must be on the same lot and contiguous in area. No more than fifty percent (50%) of the lot may be developed for a large scale solar array.

4.5. Historical Impacts

- 5.6. All large scale ground mounted solar projects shall be reviewed by the Historical Commission. The removal of stonewalls, historic foundations or other historic land features shall be avoided to the greatest extent possible.

7. Prime Farmland Impacts

- Prime Farmland may only be developed if co-developed as an area for both solar power as well as for agriculture. Such dual-use solar arrays developed on Prime Farmland shall adhere to construction performance standards as outlined in §4.8.3 as applicable to dual-use operation.

7.8. Stormwater

- a) Stormwater generated from the project area shall be prohibited from entering the public way and/or leave the site.
- b) Stormwater must recharge on site
- c) The stormwater management and treatment facility shall be sized to accommodate a 100-year storm event.
- d) Design shall create an environmentally sensitive site design by incorporating Low Impact Development (LID) techniques, as appropriate.

8.9. Access

- a) Access roads shall not have a slope greater than 10%. If an access road is to be paved, the slope may be greater if approved by the Fire Chief.
- b) Main access roads shall be at least twelve (12) feet wide to provide adequate access to all main controls, battery storage, or other appurtenant structures.
- c) Adequate access must be provided between the solar collectors and perimeter fence in a width of at least eight (8) feet. This shall be a material other than grass, such drive-on pavers with gravel or grass fill, or gravel.
- d) All stream crossings, bridges, and access road shall have the load capacity of fifty (50) tons
- e) Plans must be reviewed by the Ware Fire Department prior to commencement of project.

G.E. Maintenance

1. The operator shall maintain the facility in good condition.
2. Maintenance shall include but not be limited to painting, structural repairs, and integrity of security measures.
3. The operator shall be responsible for maintaining adequate access for emergency vehicles and maintenance equipment.
4. The operator shall be responsible for maintaining safe access, stormwater controls, vegetation controls – including the prompt replacement of any dead/diseased screening trees in the buffer, and general procedures and schedules for operating and maintaining the energy facility.

- 4-5. Replacement of dead/diseased screening trees must be replaced with a tree of same or similar size in height, width, and condition as the other species in the screening buffer to maintain a continuous buffer.
- 5-6. If applicable, a battery end-of-life plan shall be included in the Operation & Maintenance Plan – detailing procedures for the removal, disposal, and replacement of retired batteries.
- 6. The owner of the large scale solar array shall file an operation and maintenance report annually with the Planning Board no later than forty-five (45) days after the end of the calendar year, confirming that the operation is ongoing, has not been abandoned, and that the operation and maintenance plan is being followed. Failure to file the report within the required time frame may be considered evidence that the facility has been abandoned.

H.F. Emergency Services

- 1. The operator shall provide a copy of the operation and maintenance plan, electrical schematic, and site plan to the Fire Chief.
- 2. The operator shall cooperate with local emergency services in developing an emergency response plan; this plan shall be reviewed annually with local emergency officials and revised as necessary. If applicable, this shall include battery storage hazard mitigation.
- 3. All means of shutting down the installation shall be clearly marked. Signage on the premises (see §6.5) shall identify a qualified contact person to provide assistance during an emergency; the operator shall change the contact information immediately whenever a change in personnel occurs.
- 4. If access to the site is gated and locked, the owner shall provide the Fire Department with a means of entering the property (key, combination, or some other means acceptable to the Fire Department).
- 4. Fire Chief will review and approve all site plans for large scale solar arrays to ensure slope of access roads, width of access roads, emergency staging area, and any other emergency protocols needed to accommodate emergency vehicles are addresses.

I.G. Decommissioning

- 1. Removal Requirements.
 - a) Any solar installation that is discontinued or abandoned shall be removed in compliance with the requirements of the Building Inspector.
 - b) The owner or operator shall physically remove the installation within 180 days after the date of discontinued operations or receipt of a notice of abandonment from the Town.
- 2. Notice to Town.
 - i. Town of Ware officials (Town Manager and Planning Board via the PCD Department) shall be notified by certified mail thirty (30) days prior to any change of ownership of the property, lease holder and/or plant operating company within thirty (30) days of such notice, or at a mutually-convenient time, the new party shall arrange to meet with the Planning Board to review the operating conditions of the Special Permit, or as soon as convenient to both parties
 - ii. In the event a large ground-mounted solar energy facility is anticipated to be out of service for a period of at least one year, written notice shall be sent by certified mail to the Planning Board, Building Inspector, and Fire Chief stating the anticipated period of non-operation as well as the reason for the shut-down.
 - iii. In the event of decommissioning, the notice shall provide the anticipated schedule for removal and site restoration along with a site plan indicating the

site conditions after the decommissioning is completed, including topography at the same contour interval that was provided in the initial site plan approval, if topographical changes will be made.

3. Abandonment.
 - i. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the solar facility shall be considered abandoned when it fails to operate for more than one year. Upon determining that the facility has not been in operation for more than one year, the Building Inspector shall send a written notice by certified mail to the property owner and the last known solar energy facility operator, with a copy to the Planning Board, that the Town has found the facility to be abandoned. If the owner or operator fails to remove the installation in accordance with the requirements of this section, the Town may, to the extent it is otherwise duly authorized by law, enter the property and physically remove the facility.
4. Decommissioning shall consist of:
 - i. Physical removal from the site of the solar arrays, structures, equipment, security barriers, and electrical transmission lines.
 - ii. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Building Inspector may allow the owner or operator to leave landscaping, below-grade foundations, and/or access roads in place in order to minimize erosion and disruption of vegetation.
5. Financial Surety.
 - i. Prior to commencing operation, the applicant shall provide a form of surety, either through a cash deposit ~~or non-cancellable surety bond~~, in an amount determined to be adequate by the Planning Board to cover the cost of removal and site restoration.
 - ii. The applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include an escalator for calculating increased removal costs due to inflation. Salvage for solar panels shall not be included in decommissioning calculations. Salvage may be included for other parts of the installation at the discretion of the Planning Board.
 - iii. The surety shall be maintained by the developer for the lifespan of the facility, with annual certification notices from the surety company or bank for surety bonds submitted to the Planning Board. Such surety is not required for municipal facilities.

2.2 Definitions

In this Bylaw, the following terms, unless a contrary meaning is specifically given, shall have the following meanings.

Agrivoltaics: Also known as Agricultural Solar Tariff Generation Unit, is co-developing the same area of land for both solar photovoltaic power as well as for agriculture. A Solar Tariff Generation Unit located on Land in Agricultural Use or Prime Agricultural Farmland that allows the continued use of land for agriculture meeting the requirements of 225 CMR 20.00.

Ancillary Use: A use which is customarily incidental, subordinate to, and supporting of the principal use of a lot or structure and is located on the same parcel or contiguous parcels as the principal structure or use. In conjunction with Large-scale Photovoltaic Installations in conjunction with 4.8.3 of this bylaw, this may be rooftop installations or solar parking canopy installations over parking lots or other hardscaped areas.

Roof-Mounted Solar Photovoltaic Installation: A solar photovoltaic system that is structurally mounted to the roof of a building.

Photovoltaic System: (also referred to as Photovoltaic Installation) – An active solar energy system that converts solar energy directly into electricity.

Solar Access: The access of a solar energy system to direct sunlight

Solar Collector: A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.

Solar Photovoltaic (PV) Array: An arrangement of solar photovoltaic panels

Solar Parking Canopy: An elevated structure that hosts solar panels installed over parking lots or other hardscape areas. Also may be called solar carport installation.

Utility-Scale Solar Facility: a solar photovoltaic installation over 15MW in size that connects direction into h voltage transmission line.

ARTICLE # 20

MOTION:

I Move that Article 20 be dismissed. (acceptance of Wildflower Drive)

ARTICLE # 21

I Move that Article 21 be dismissed. (acceptance of Quarry Street)

ARTICLE # 22

I Move that the Town approve pursuant to the provisions of G.L.c. 43B §10, an order proposing the amendment of the Town Charter, Article 2-5.c by deleting the present language and inserting in lieu thereof the following, "At all Town Meetings there shall be no minimum quorum; that is the quorum requirement is zero (o) registered voters."

Recommended by:	Board of Selectmen	Yes
	Finance Committee	
	Town Manager	

ARTICLE # 23

I Move that the Town rescind a Special Tax Assessment (STA) Agreement to G&G Medical Products LLC for the development of a manufacturing facility as originally voted by Town Meeting on November 16, 2015.

Recommended by: Board of Selectmen
Finance Committee
Town Manager

Yes
Yes

Explanation: The STA awarded included conditions for the improvement of the property on East Street as well as for levels of new employees. The conditions have not been met, so the Tax Increment Finance Committee recommends the rescinding of the Special Tax Assessment.

ARTICLE # 24

I Move that the Town authorize the Board of Selectman to petition the Legislature for a special Act of Legislation to establish that "Notwithstanding the provisions of G.L.c.48 sec 2 the select board of the Town of Ware shall serve as fire commissioners in the Town of Ware for appointment of all fire officers and firefighters. Upon and after acceptance of this Special Act by the Town of Ware, the select board acting as fire commissioners shall have sole authority to hire and promote all firefighters and fire officers in the Town of Ware. The fire chief shall retain all other powers, duties and responsibilities set forth in G.L.c. 48 sec 42.",.

Recommended by: Board of Selectmen
Finance Committee
Town Manager

Yes

ARTICLE # 25

I move that the Town authorize the Board of Selectmen to petition the Legislature for a special Act of Legislation to change the name of the board of selectmen in the town of Ware to the Select Board in accordance with the details provided in the Town Meeting packet.

Recommended by: **Board of Selectmen**
 Finance Committee
 Town Manager **Yes**

ARTICLE 26

I Move that Town authorize the Board of Selectman to petition the Legislature for a special Act of Legislation to modify the Town of Ware home rule charter to provide that, No full or part time employees of the Town of Ware shall hold elected office in the Town of Ware, those employees holding elected office at the time this provision becomes effective shall be able to complete their term of elected office.

Recommended by: **Board of Selectmen**
 Finance Committee
 Town Manager **Yes**

ARTICLE # 27

I Move that Article 27 be dismissed. (Funds for Care of Troops program, postpone to Fall)

ARTICLE #28

I Move the Town to transfer Five thousand dollars (\$5,000) from the sale of lots account for part-time seasonal help for the care and maintenance of the cemeteries.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: These transferred funds pay for a seasonal employee to care for Ware cemeteries.

ARTICLE # 29

I Move the Town appropriate \$25,000.00 for the required matching funds for a Green Communities Grant to be used for energy efficiency in multiple buildings and to meet said appropriation by transferring \$25,000.00 from available free cash.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: The grant, if awarded, will fund energy efficiency projects in the Town Hall, Highway Barn, Middle School, Wastewater treatment plant, and SMK Elementary. Lighting, weatherization, steam traps and boilers will be upgraded.

ARTICLE # 30

I Move that the Town appropriate \$50,000 for matching funds for a Massachusetts Preservation Projects Fund grant for structural improvements to Town Hall, and to meet said appropriation by transferring \$50,000 from available free cash.

Recommended by: Board of Selectmen
Finance Committee Yes
Town Manager Yes

Explanation: The grant if awarded will fund re-pointing of brick at the Ware Town Hall. Please see attached images for areas of work.

ARTICLE # 31

I Move that the Town appropriate \$50,000.00 to purchase a replacement remote water meter data collector, to upgrade the data conversion computer software program and to purchase additional water meters and to meet said appropriation by transferring \$50,000 from the Water Enterprise Reserves.

Recommended by: Board of Selectmen
Finance Committee Yes
Town Manager Yes

Explanation: Under this article the Water Enterprise will replace one of the three data collectors used to remotely read water meters (\$8,800.00), it will replace the software that converts the downloaded data from the data collectors into a format the utility billing program can use (\$8,600.00) and it will use the balance of the funds to purchase additional water meters to expedite the conversion of existing meters into the new remote readers (\$32,600.00); a typical water meter for a home costs \$250.00. The existing remote reading system was installed in 2014 and one of the three data collectors has developed problems successfully retrieving and downloading data. It will be replaced with a new collector that will be capable of reading the newest meters; the other two will be used to read the old meters that still have to be manually read. The data conversion software will be upgraded to the newest system; this system is required regardless of the type of utility billing software the town decides to purchase. The remainder of the funds will be used to purchase new remote read water meters to 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 # 32

I Move that the Town appropriate \$10,000.00 to inspect and clean the water storage tanks on Anderson Road and Church Street to meet said appropriation by transferring \$10,000.00 from the Water Enterprise Reserves.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: *The drinking water regulations recommend water suppliers inspect their water storage tanks every five years. This article will fund the inspection of the two tanks by divers and the removal of any sediment that has accumulated at the bottom of the two tanks. The inspection will help determine if the tanks need to be painted, or require any structural work. This article will require an appropriation of \$10,000.00 to be taken from Water Enterprise Retained Earnings.*

ARTICLE # 33

MOTION:

I Move that the Town will appropriate \$_____ to be expended to repair the bridge on Old Belchertown Road and to meet said appropriation by transferring _____ from available free cash.

(May be dismissed depending on bids due June 17)

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation:

ARTICLE # 34

MOTION:

I Move that the Town appropriate \$150,000.00 to fund the Stabilization Fund and to meet said appropriation by transferring \$150,000.00 from available Free Cash.

Recommended by:	Board of Selectmen	
	Finance Committee	Yes
	Town Manager	Yes

Explanation: Articles that would have funded Capital improvements for vehicles or equipment were postponed until the Town's fiscal budget is clearer in the Fall. The funds that would have been appropriated are reserved in the Stabilization Fund.

To : Select Board

From : Stuart Beckley, Town Manager 

The Department of Local Services has advised that all towns request permission to expend in excess of appropriations for COVID-19 expenditures under MGL Ch 44 Sec 31.

We will have to seek reimbursement from FEMA because we applied for the CARES Act money. It is not expected that the FEMA money will be reimbursed anytime soon thus leaving a deficit in that account.

DOR will not count the deficit against Ware's free cash if we request the deficit spending.

The Town needs to send a letter to Mary Jane Handy and cc our field rep. Needs to be done prior to June 30th.

Thank you.



TOWN OF WARE

Select Board

126 Main Street

Ware, MA 01082

413-967-9648 x101

June 16, 2020

M J Handy, Director
Bureau of Accounts
Commonwealth of Massachusetts
100 Cambridge Street, 6th Floor
Boston , MA 02114

Dear Director Handy;

On Tuesday, June 16, 2020, in accordance to Mass. General Law Chapter 44 Section 31, the Ware Select Board declared an emergency in regards to COVID 19 deficit spending. These costs include, but not limited to, extra expenditures for safe Town Meetings and elections, updating and upgrading protective gear for public safety and rental of porta toilets for public use at meetings and other public spaces.

The Town is requesting to deficit spend up to **\$60,000**. All COVID 19 related expenditures will be submitted to the CARES act and FEMA for reimbursement.

Thank you for in advance for your consideration.

Sincerely,

Alan Whitney
Chairman, Select Board

Summary of Central/Western MA Part 2 Cluster Study Results

May 29, 2020

On May 19, 2020, the NEPOOL Reliability Committee recommended New England Power Company's (NEP) Proposed Plan Applications for Part 2 of the Central/Western MA Cluster Study to the ISO-NE for approval. Part 2 of the Cluster Study consisted of 391 MW. NEP conducted the Part 2 transmission study with the input of other affected system operators.

This document summarizes the Central/Western MA Part 2 Cluster Study results. The results of the Part 2 study components are summarized in Table 1.

Table 1: Results of the Study Components

Study Part	Adverse Impacts
Steady State Analysis	Adverse impacts were identified
Short Circuit Analysis	No adverse impacts found
Stability Analysis	No adverse impacts found
PSCAD Study	No adverse impacts found

301.3MW were found to have no adverse impacts.

Adverse impacts were identified during the Steady State Analysis for 89.7MW and include:

1. All sections of the A-1/B-2 69 kV circuits were found to overload under a variety of different load conditions. These overloads will be resolved with the reconductoring of these circuits.
2. Terminal equipment at Deerfield 4, Vernon and Chestnut Hill 69 kV substations demonstrated overloaded buswork and switches. All will be resolved with upgrades of the affected assets.
3. There were high voltages observed on the A-1/B-2 69 kV lines at all load levels, resolved by two 16 MVAR DVARs at Otter River 69 kV switching station.
4. Additional high voltages were observed on the A-127 115 kV line at Wendell Depot which will be resolved with the addition of a 13 kV reactor at Wendell Depot.
5. Sections of the E-5/F-6 69 kV circuits were found to overload which will be resolved with the addition of a third 69 kV bay at Ware substation.

The estimated customer costs and project timelines for the transmission solutions to the adverse impacts are shown in Table 2. These estimates continue to be refined and updated estimates will be provided by June 12th, 2020.

Table 2: Estimated Project Costs and Durations

#	Adverse Impact	Customers Impacted	Company System Improvement Contribution ¹	Customer Contribution ²	Timeline Required before Interconnection ³
1.	A-1/B-2 69 kV circuits (All sections): <i>Reconductoring</i>	Group 1 (45.8MW)	Yes	\$10-15M	5-7 years
2.	Terminal Equipment at: Deerfield 4 Substation - 69 kV Vernon Substation - 69 kV Chestnut Hill Substation - 69 kV		Yes	No	4-5 years
			Yes	No	4-5 years
			Yes	No	5-7 years
3.	Otter River Substation - 69kV: <i>Station reconfiguration and reactive support</i>	Group 2 (15.6MW)	No	\$50-60M	5-7 years
4.	Wendell Depot Substation – 115kV: <i>Reactive support</i>		No	<\$1M	TBD
5.	Ware Substation - 69kV: <i>O-15N breaker</i>		No	\$1-5M	2-3 years

Notes:

¹ Indicates if a NEP system improvement project is planned on this asset (A-1/B-2 reconductoring project is in progress)

² Indicates if there is potential cost to customers (A-1/B-2 reconductoring scope would be an incremental cost to the in-progress project)

³ Approximate duration to complete the transmission project (Assessing opportunities to expedite schedules)

The application numbers associated with Group 1, Group 2, and Group 3 can be found in Appendix A.

For Group 1, it should be noted that to the extent possible, the transmission projects will be completed in parallel and within the critical path to interconnect this group, which is the A-1/B-2 reconductoring, which has the longest estimated timeline.

Appendix A – List of Applications in Group 1, Group 2, and Group 3

Group 1 – A1/B2 Reconductoring – 45.8MW

Case
177539
178109
178110
178112
178113
178114
178115
178322
178332
178614
178669
195202

Group 2 – Wendell Depot Substation – 15.6MW

Case
178604
189259
177766
178406
178667

Group 3 – Ware Substation – 28.3MW

Case
178552
177768
184669
184600
178480
177876
177877
178170



Customer contributions to the transmission system modifications will be calculated and allocated according to the cost causation principle currently in effect, unless the Department of Utilities otherwise directs in docket D.P.U. 19-55.

A total of 711MW of distributed generation (DG) was studied as part of the Central/Western MA Cluster Study. 320MW were approved in November 2019 for Part 1 and 391MW were recommended for approval in May 2020 for Part 2.

This Summary of the Central/Western MA Cluster Study Part 2 results will be posted on the DG Stakeholder Update website: <https://ngus.force.com/s/article/DG-Stakeholder-Updates>. A redacted version of the full Part 2 study report will be available to all customers included in the Part 2 study.

FIRST AMENDMENT TO OPTION TO GROUND LEASE AGREEMENT

This First Amendment to Option to Ground Lease Agreement ("First Amendment") is entered into as of June 16, 2020 by and between Town of Ware, a municipal corporation ("Owner"), and Forefront Power, LLC a Delaware limited liability company ("Optionee"), with respect to the following facts and circumstances:

A. Owner and Optionee previously entered into that certain Option to Ground Lease Agreement with an Effective Date of February 2, 2018 ("Option Agreement") for property on Assessor's Map 11, Parcel 021, in Hampshire County, Commonwealth of Massachusetts as more particularly described in the Option Agreement; and

B. The Option Agreement provided for an Option Period that has expired; and

C. Owner and Optionee now desire to reinstate the Option Period and amend the Option Agreement to extend the Option Period but only on the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee hereby agree as follows:

1. Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth for them in the Option Agreement.

2. Option Reinstatement. Owner and Optionee hereby expressly waive any termination of the Option and hereby reinstate the Option in its entirety.

3. Amendment.

(a) The Basic Option Provisions are hereby amended by replacing "Twenty-four (24) months from the Effective Date" with "Thirty-six (36) months from the Effective Date" under the Option Period section of the Basic Option Provisions.

4. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Option Agreement are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. The laws of the Commonwealth of Massachusetts shall govern the interpretation and enforcement of this First Amendment. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment or any provision hereof. This First Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and each of which will be deemed an original.

[signature page follows]

IN WITNESS WHEREOF, Owner and Optionee have caused this First Amendment to be duly executed as of the date first above written.

OWNER:

TOWN OF WARE,
A municipal corporation

By: _____
Name: Alan G. Whitney
Title: Chairman, Board of Selectmen

OPTIONEE:

FOREFRONT POWER, LLC,
a Delaware limited liability company

By: _____
Name: Paul Walker
Title: CEO

FIRST AMENDMENT TO OPTION TO GROUND LEASE AGREEMENT

This First Amendment to Option to Ground Lease Agreement ("First Amendment") is entered into as of June 16, 2020 by and between Town of Ware, a municipal corporation ("Owner"), and Forefront Power, LLC a Delaware limited liability company ("Optionee"), with respect to the following facts and circumstances:

A. Owner and Optionee previously entered into that certain Option to Ground Lease Agreement with an Effective Date of February 2, 2018 ("Option Agreement") for property on Assessor's Map 11, Parcel 025, in Hampshire County, Commonwealth of Massachusetts as more particularly described in the Option Agreement; and

B. The Option Agreement provided for an Option Period that has expired; and

C. Owner and Optionee now desire to reinstate the Option Period and amend the Option Agreement to extend the Option Period but only on the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Optionee hereby agree as follows:

1. Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth for them in the Option Agreement.

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[signature page follows]

IN WITNESS WHEREOF, Owner and Optionee have caused this First Amendment to be duly executed as of the date first above written.

OWNER:

TOWN OF WARE,
A municipal corporation

By: _____
Name: Alan G. Whitney
Title: Chairman, Board of Selectmen

OPTIONEE:

FOREFRONT POWER, LLC,
a Delaware limited liability company

By: _____
Name: Paul Walker
Title: CEO

TOWN OF WARE

Request for TEMPORARY Outdoor Dining:

Licensed Business Name: WICKED WINGS WARE INC. DBA WICKED WING COMPANY

License Number: 03731-RS-1326

Address: 136 Pleasant St.

Phone: (413) 277-0020

Manager: Andrew Norton

Hours of Operation: Wed - Sun 12-8:30

Submit a Drawing showing the dimensions and area you would like to use for outdoor dining.

Is the outdoor area a Public Sidewalk? Parking Spaces?
Private Property? ✓

How many tables and chairs would you like to put in the outdoor dining area? 20 Tables / 108 Seats
(Note: Social distancing of 6' must be facilitated)

Will you be using umbrellas? Yes

Will you be serving alcohol in the outdoor dining area? Yes

COVID-19 Safety Protocol Plan must be submitted:

- Social Distancing
- Hygiene Protocols
- Staffing and Operations
- Cleaning and Disinfecting

Signature of Applicant:  Date: 6/9/20

This application is subject to the approval and/or conditions set forth by the Board of Selectmen of the Town of Ware. If approved, this temporary amendment to your license is effective through November 1, 2020 or until the Governor's Order is rescinded, whichever is sooner, and will revert to the original licensed premises on that date.

Date application is heard by Board of Selectmen:

Approved: Yes No

Comments/Conditions by Board of Selectmen:

PERMANENT FENCE

PERMANENT FENCE

10 ft GATE

TEMPORARY FENCE

TEMP. FENCE

7 FEET

6 FEET

15 ft.

FIFTEEN feet of buffer space from edge of parking lot to provide additional barrier will also park cars along front of Pleasant Street

PLEASANT STREET

SERVER STATION

Windows

BUILDING

FRONT DOOR

6x6

6x6

6x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

5x6

HOST AREA

ENTRANCE

TEMPORARY FENCE

15 ft

TEMP. FENCE

Parking (2)

ALL GUEST PARKING IN SIDE LOT

ALL ROWS BETWEEN TABLES ARE SPACED A MINIMUM OF 7 FEET APART. TABLES & CHAIRS ARE SPACED 6 FEET APART WITHIN THOSE ROWS.

WE WILL BE ELIMINATING 10 PARKING SPACES LEAVING 37 PARKING SPACES IN SIDE LOT FOR GUESTS

1 Box = 3 Feet

Wicked Wing Company Covid-19 Safety Protocol Plan

Wicked Wing Company is committed to providing a clean and safe facility for all of our customers, staff and vendors.

Social Distancing

1. Wicked Wing Company and all Employees will comply with the following social distancing rules for providing dining services in all Customer seated areas:

- Tables will be positioned to maintain at least a 6' distance from all other tables and any high foot traffic areas. If positioned closer, tables will be separated by protective/non-porous barriers, not less than 6 feet high, installed between tables and high foot traffic areas.
- The size of a party seated at a table, will not exceed 6 people.
- All Customers will be seated and eat-in service to standing customers will be prohibited.
- When providing carry out service, all safety standards for table separation, size of party, and hygiene, will be maintained for any indoor or outdoor table seating that is available to carry out patrons.
- All other amenities and areas not employed for food and beverage service, will be closed to prevent gathering of customers.

2. Wicked Wing Co. will ensure separation of 6 feet or more between all individuals (workers, vendors, and customers), unless this creates a safety hazard, due to the nature of the work, or the configuration of the workspace

- We will close or reconfigure worker common spaces and high-density areas, where workers are likely to congregate to allow 6 feet of physical distancing, redesigned work stations to ensure physical distancing.
- We will establish directional hallways and passageways for foot traffic, to minimize contact. We will also post clearly visible signage regarding these policies.
- We will prohibit lingering in common areas and ensure social distancing in common areas by marking 6 feet spacing with tape on the floor and signage.
- All customer facing workers will minimize time spent within 6 feet of customers and will be required to wear a face mask.

3. Wicked Wing Co. will designate assigned working areas to workers where possible, to limit movement throughout the restaurant and limit contact between workers.

4. Wicked Wing Co. will stagger work schedules and staff meal and break times as possible, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing.

5. Wicked Wing Co. will minimize the use of confined spaces by more than 1 individual at a time.

6. Wicked Wing Co. will require face coverings for all customers and workers at all times, except where an individual is unable to wear a face covering due to medical condition or disability.

7. Wicked Wing Co. will improve ventilation for enclosed spaces where possible.

8. Customers may remove face coverings while seated at tables.

Hygiene Protocols

1. All Wicked Wing Co. workers will wash their hands frequently, and table servers will wash their hands or apply hand sanitizer between each table interaction.
2. Wicked Wing Co. will ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative.
3. Alcohol-based hand sanitizers with at least 60% alcohol will be made available
4. Wicked Wing Co. workers will be supplied with adequate cleaning products
5. No communal serving areas will be available (buffets, drink stations etc.).
6. Condiments and similar products will not be pre-set on tables and will only be provided upon request in either single serving portions (individual packets or cups) or in serving containers that are sanitized between each use.
7. Menus will be one of the following: 1- paper, single use menus disposed of after each use, 2- displayed menu, 3- electronic menus viewed on customers' phones/mobile devices
8. Utensils and place settings will be either single use or sanitized after each use; utensils will be rolled or packaged. Tables will not be pre-set to reduce opportunity of exposure.
9. Tables and chairs will be thoroughly cleaned and sanitized between each seating.

Staffing and Operations

1. When possible, reservations or call ahead seating will be encouraged; managers will ensure that diners waiting for tables do not congregate in common areas or form lines
2. Wicked Wing Co. will not provide buzzers or other devices to provide alerts that seating is available or orders are ready; we will instead use no-touch methods such as audio announcements, phone calls and notices on blackboards.
3. We will provide training on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission including;
 - Social distancing, hand washing, and requirement and proper use of face coverings.
 - Modifying practices for serving in order to minimize time spent within 6 feet of customers.
 - Self-screening at home, including temperature or symptom checks.
 - Reinforcing that staff may not come to work if sick.
 - When to seek medical attention if symptoms become severe.
 - Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus.

Staffing and Operations Cont.

4. Wicked Wing Co. will establish adjusted workplace hours and shifts for workers to minimize contact across workers and reduce congestion at entry points.

5. We will limit visitors and vendors on site; shipping and deliveries will be completed in designated areas.

6. Workers will not come to work if feeling ill.

7. Wicked Wing Co. will screen workers at each shift by ensuring the following:

- Worker is not experiencing any symptoms such as fever (100.3 and above), cough, shortness of breath, or sore throat.
- Worker has not had close contact with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for 15 minutes or more, or coming in direct contact with secretions (ex. sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic.
- Worker has not been asked to self-isolate or quarantine by their doctor or local public health official.
- Workers who are sick or feeling ill will be sent home.

8. Anyone showing signs of illness may be denied entry.

9. Wicked Wing Co. will encourage workers who test positive for COVID-19 to disclose to Wicked Wing Co. management for purposes of cleaning/disinfecting and contact tracing. If Wicked Wing Co. is notified of a positive case at the workplace, Wicked Wing Co. management will notify the local Board of Health and will work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine.

10. Wicked Wing Co. will notify workers that they may not work if they test positive for COVID-19 (they should be isolated at home) or are found to be a close contact of someone with COVID-19 (they should be quarantined at home).

11. Testing of other staff will be recommended consistent with guidance and/or at the request of the local Board of Health. Wicked Wing Co. will post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines.

12. Wicked Wing Co. will post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's **Mandatory Safety Standards for Workplace.**

13. Wicked Wing Co. will designate the Person in Charge (105 CMR 590) for each shift to oversee the implementation of the guidelines in this document.

14. Wicked Wing Co. will try to maximize outdoor dining space, including patios and parking lots, where municipal approval is obtained.

Staffing and Operations Cont.

15. When taking reservations and when seating walk-in customers, Wicked Wing Co. will retain a phone number of someone in the party for possible contact tracing.
16. Wicked Wing Co. will continue to encourage use of technological solutions where possible to reduce person-to-person interaction (ex. contactless payment, mobile ordering, call on arrival for seating).
17. Workers who are particularly high risk to COVID-19 according to the Centers for Disease Control (ex. due to age or underlying conditions) will be encouraged to stay home or arrange an alternate work assignment.
18. Workers will be strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to Wicked Wing Co.

Cleaning and Disinfecting

1. Wicked Wing Co. staff will clean commonly touched surfaces in restrooms (including toilet seats, flush handles, doorknobs, stall handles, paper towel dispensers, soap dispensers, light switches) frequently and in accordance with CDC guidelines.
2. Wicked Wing Co. will keep cleaning logs that include date, time and scope of cleaning.
3. Wicked Wing Co. staff will conduct frequent disinfecting of heavy transit areas and high-touch surfaces (ex. doorknobs, computer screens, phones). Staff will carry their own writing utensils and not share.
4. Wicked Wing Co. will implement procedures to increase cleaning/disinfecting back of house. Staff will avoid all food contact surfaces when using disinfectants. Food contact surfaces will be cleaned and sanitized before use with a sanitizer approved for food contact surfaces. Non-food contact surfaces will be frequently cleaned.
5. In the event of a presumptive or actual positive COVID-19 case of a worker, patron, or vendor, Wicked Wing Co. will be immediately shut down for a 24-hour period and will be cleaned and disinfected in accordance with current CDC guidance before re-opening.

The Licensing Board of
The Town of Ware, Massachusetts

Hereby Grants an
Annual Restaurant
License to Expose, Keep for Sale, and to Sell
All Alcoholic Beverages
To Be Drunk on the Premises

To: Wicked Wings Ware, Inc. d/b/a Wicked Wings Company
136 Pleasant Street, Ware, MA

Manager: Andrew M. Norton

On the following described premises: First floor, 10 Room, 1,121 SF. Patio/Deck/ Outdoor Area, 4 Entrances, 4 Exits, Proposed Seating Capacity/Occupancy 99; Second floor 5 Room Office Space.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license begins January 1, 2020 and expires December 31, 2020, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signature this ²³~~31~~ day of December 2019.

The Legal Hours during which
Alcoholic Beverages may be sold are:

Indoors:

8:00 a.m. – 1:00 a.m.

Monday – Saturday

10:00 a.m. – 1:00 a.m. Sunday

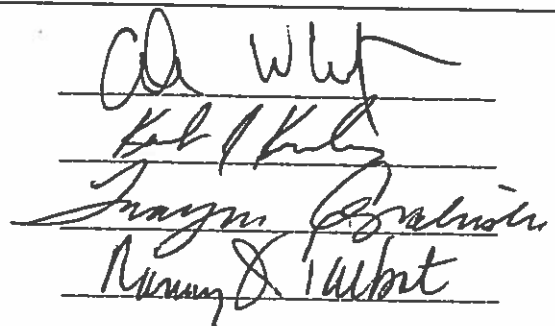
Outdoor Patio/Deck:

8:00 a.m. – 9:00 p.m. Monday –

Saturday

10:00 a.m. – 9:00 p.m. Sunday

*Topless or Nude Entertainment of
Any Kind Prohibited*

The block contains four handwritten signatures in black ink, each written over a horizontal line. The signatures are: 1. "CA Whit" (likely the Chairman), 2. "Bob Kelly", 3. "Tracyn G. Gualtieri", and 4. "Murray D. Talbot".

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE AT ALL TIMES.

NUMBER

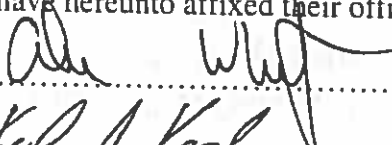
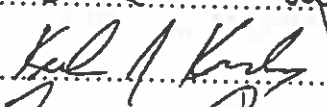
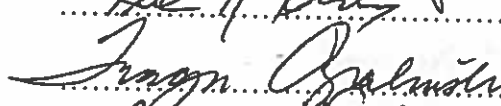
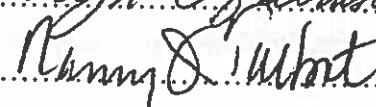
12

**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF WARE**

**This is to Certify that
WICKED WINGS WARE, INC. d/b/a WICKED WINGS COMPANY
136 PLEASANT STREET
IS HEREBY GRANTED A
COMMON VICTUALLER'S LICENSE**

In said Ware and at that place only and expires **December 31, 2020** unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.


.....

.....

..... **LICENSING**

..... **AUTHORITIES**
.....

²³
DECEMBER 1, 2019

The Licensing Board of
The Town of Ware, Massachusetts
Hereby Grants an
ENTERTAINMENT LICENSE

(SEVEN DAY)

TO: WICKED WINGS WARE, INC. d/b/a WICKED WINGS COMPANY

AT: 136 PLEASANT STREET, WARE, MA

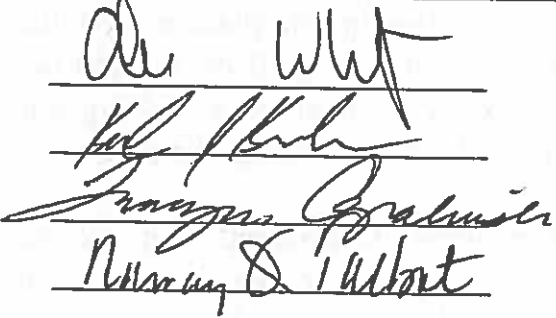
BETWEEN THE LEGAL HOURS AS LISTED: Mondays through Saturdays 8:00 a.m. – 1:00 a.m.; Sundays 10:00 a.m. – 1:00 a.m. No Entertainment on Outdoor Patio/Deck.

To have Entertainment at the above location, Indoors Only: Live Bands, Acoustic Music, DJ's, Karaoke, Radio Broadcasts, TV Sports related events, i.e. UFC fights, professional sports games, Wing Eating Contests, Keno, and Game Nights, i.e., Trivia, Tap Takeovers, Sports Fantasy League Drafts. All Windows and Doors are Closed During Entertainment. This application does not include TOPLESS or NUDE Dancing by Entertainers or Performers.

THIS LICENSE EXPIRES DECEMBER 31, 2020

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures.

23
December 3, 2019



Licensing Board

Extracts from Section 183A of Chapter 140 of the General Laws

Section 183A. No inn holder, common victualler, keeper of a tavern, or person owning, managing, or controlling any club, restaurant or other establishment required to be licensed under section twelve of chapter one hundred and thirty-eight or under section two, twenty-one A or twenty-one E of chapter one hundred and forty, and no person owning, managing, or controlling any concert, dance, exhibition, cabaret or public show of any description to be conducted on any premises required to be licensed under the sections described above, shall, as a part of its usual business, offer to view, set up, set on foot, maintain or carry on a concert, dance exhibition, cabaret or public show of any description, unless and until a license therefor has been issued by the licensing authorities.

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE AT ALL TIMES.

Midura, Mary

From: Crevier, Shawn
Sent: Wednesday, June 10, 2020 7:32 AM
To: Midura, Mary
Subject: RE: Application for temporary outdoor dining Wicked Wings Ware

No issues here Mary, Thanks.

From: Midura, Mary <mmidura@townofware.com>
Sent: Tuesday, June 9, 2020 3:29 PM
To: Piechota, John <jpiechota@townofware.com>; Gibby Sorel <gsorel@townofware.com>; Marques, Anna S. <amarques@townofware.com>; Croteau, Nicole <ncroteau@townofware.com>; Gagnon, Chris <cgagnon@townofware.com>; Crevier, Shawn <CrSH@townofware.com>; Beckley, Stuart <sbeckley@townofware.com>; Metcalf, Judy <JMetcalf@townofware.com>
Subject: Application for temporary outdoor dining Wicked Wings Ware

Please review the attached application from Wicked Wings Ware, Inc. for TEMPORARY Outdoor Dining. If you have comments or concerns, please send those to me by Thursday, June 11, 2020.

I will include your comments/concerns with the application as the Board of Selectmen will receive their packets on Friday, June 12, 2020 for the June 16, 2020 agenda. The Board of Selectmen have the right to place reasonable conditions and/or restrictions on this request for temporary outdoor dining. If the request is approved by the Board of Selectmen, the license will state "Expires November 1, 2020 or until the Governor's order is rescinded, whichever comes first." I will also notify the ABCC of the decision.

Mr. Norton already understands that any area in which alcohol is served must be delineated with fencing or rope of some sort. He will bring me original documents on Wednesday to be read more clearly. If you wish to view or measure the area proposed, I am happy to contact Mr. Norton to arrange your visit. Included with the application, diagram, and safety protocols, I have provided the current licenses and Certificate of Inspection of Wicked Wings Ware, Inc.

The usual process of outdoor dining for an establishment that serves alcohol is an Extension of Premises and is a lengthy application to the local board and ABCC which can often takes months. The Governor's order of June 1, 2020 specifically allows this temporary outdoor dining without that involved process to help cities and towns to be business-friendly during these unusual times.

Thank you.

Mary L. Midura
Executive Assistant to
Ware Town Manager

Midura, Mary

From: Metcalf, Judy
Sent: Wednesday, June 10, 2020 10:48 AM
To: Midura, Mary; Beckley, Stuart; amnorton@comcast.net
Subject: RE: Application for temporary outdoor dining Wicked Wings Ware

Dear Mary,

I am in receipt of your email. I have no concerns if the Board of Selectmen deem it "reasonable and proper" to alter the description of Wicked Wing's licensed premises to include outdoor alcohol service to seating located in their parking lot, which is private not public property.

As always, Food preparation and food service for public consumption will be overseen by the Board of Health office under permits issued by the Ware Board of Health.

Any complaints regarding Covid-19 compliance will be addressed in accordance with the Governor's various orders which provides MA Division of Labor Standards and/ or Board of Health with enforcement responsibilities in ascending order of education, warning and then escalating fines.

With regards to reduced parking at the establishment due to re-purposing of the lot, I defer to the expertise of other Departments more knowledgeable in that area of public safety to advise the Board of Selectmen.

Let me know if you have any questions.

Judy Metcalf, RS., CHO

Director of Public Health

Sent from Mail for Windows 10

From: Midura, Mary <mmidura@townofware.com>
Sent: Tuesday, June 9, 2020 3:29:26 PM
To: Piechota, John <jpiechota@townofware.com>; Gibby Sorel <gsorel@townofware.com>; Marques, Anna S.

TOWN OF WARE

Request for TEMPORARY Outdoor Dining:

Licensed Business Name: Crystal Springs Dairy Bar
License Number: #10 #FE20-17
Address: 166 West St, Ware, MA, 01082
Phone: 413-768-7221
Manager: Yasser Fares
Hours of Operation: 6am - 2pm

Submit a Drawing showing the dimensions and area you would like to use for outdoor dining.

Is the outdoor area a Public Sidewalk? Parking Spaces?
✓ Private Property? ✓

How many tables and chairs would you like to put in the outdoor dining area? 6 table + 24 chair
(Note: Social distancing of 6' must be facilitated) 48" x 24"

Will you be using umbrellas? ~~no~~ yes

Will you be serving alcohol in the outdoor dining area? no

COVID-19 Safety Protocol Plan must be submitted:

- Social Distancing
- Hygiene Protocols
- Staffing and Operations
- Cleaning and Disinfecting

Signature of Applicant: Yasser F. Fares Date: 6/11/2020

This application is subject to the approval and/or conditions set forth by the Board of Selectmen of the Town of Ware. If approved, this temporary amendment to your license is effective through November 1, 2020 or until the Governor's Order is rescinded, whichever is sooner, and will revert to the original licensed premises on that date.

Date application is heard by Board of Selectmen:

Approved: Yes No

Comments/Conditions by Board of Selectmen:

G&A REALTY TRUST OF WARE
79 Franklin Street
Framingham, MA 01702

June 11, 2020

To Whom it May Concern:

This is to confirm that Yasser Fares d/b/a Crystal Springs Restaurant has the permission of G&A Realty Trust of Ware, owner of Philip Plaza, West Street, Ware, Massachusetts, to expand his space on to the walkway/parking area for seating and food service.

Very truly yours,
G&A REALTY TRUST OF WARE

BY:


J. Timothy Nealon, Trustee

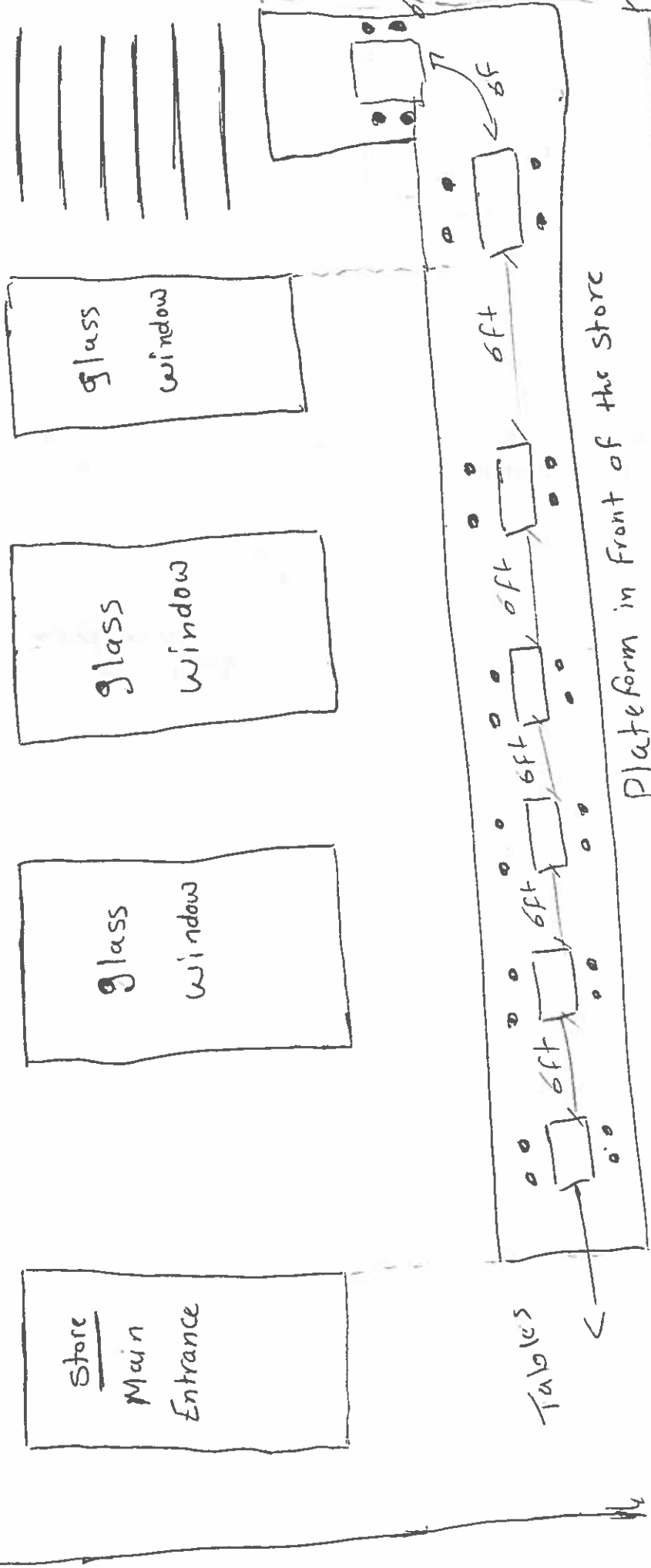
office # 508-872-3239

cell # 508-341-3433 ask for Andrew

(Crystal Springs)

Store Front

Side Building
Parking
↓



54 foot

Platform in front of the store

No Parking Here.

17

**This is to Certify that
CRYSTAL SPRINGS DAIRY BAR
166 WEST STREET
WARE, MA 01082
IS HEREBY GRANTED A
COMMON VICTUALLER'S LICENSE**

In Testimony Whereof, the undersigned have hereunto affixed their official signatures.

Alan S. Junt

Juan Carlos

for

LICENSING

AUTHORITIES

DECEMBER 18, 2018

Midura, Mary

From: Crevier, Shawn
Sent: Friday, June 12, 2020 8:23 AM
To: Midura, Mary
Subject: RE: Crystal Springs Temporary Outdoor Dining

No issues here Mary. Thanks.

From: Midura, Mary <mmidura@townofware.com>
Sent: Friday, June 12, 2020 8:15 AM
To: Metcalf, Judy <JMetcalf@townofware.com>; Marques, Anna S. <amarques@townofware.com>; Croteau, Nicole <ncroteau@townofware.com>; Crevier, Shawn <CrsH@townofware.com>; Gagnon, Chris <cgagnon@townofware.com>; Beckley, Stuart <sbeckley@townofware.com>; Gibby Sorel <gsorel@townofware.com>
Subject: Crystal Springs Temporary Outdoor Dining
Importance: High

Please review the attached application for Temporary Outdoor Dining. I have given the manager the MA Covid-19 checklist and Safety Standards. This application will be on the June 16, 2020 agenda of the Board of Selectmen for their consideration/approval. Please send me an email with any comments/concerns you have.

Mary L. Midura
Executive Assistant to
Ware Town Manager
413-967-9648 ext. 101

Office Hours: 8:00 am – 4:00 pm
Monday – Friday

Live Simply...Give generously

Midura, Mary

From: Devin Peterson <devinpeterson826@gmail.com>
Sent: Thursday, June 11, 2020 11:34 PM
To: Midura, Mary
Subject: Re: Reappointment

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.

Hello Mary,

I would like to formally request a reappointment to the finance committee, I feel I've learned an immense amount with regard to the town's operations and would like to continue to learn and continue to add to the team.

Best Regards,

Devin M. Peterson

On Tue, Jun 9, 2020 at 9:42 AM Midura, Mary <mmidura@townofware.com> wrote:

Devin – Please let me know by this Thursday if you wish to be reappointed to the Finance Committee.

Mary L. Midura

Executive Assistant to

Ware Town Manager

413-967-9648 ext. 101

Office Hours: 8:00 am – 4:00 pm

Monday – Friday

Live Simply...Give generously



TOWN OF WARE

Town Hall, 126 Main Street
Ware, Massachusetts 01082
Tel. 413-967-9648 EXT. 100

March 1, 2020

Devin Peterson
81 Church Street
Ware, MA 01082

Dear Mr. Peterson:

Our records show that your term as a member of the Finance Committee is due to expire on June 30, 2020. Please confirm in writing if you would or would not like to be reappointed to this position.

If you have any questions or concerns, please contact me at 413-967-9648, extension 101 or email me at mmidura@townofware.com.

Sincerely,

A handwritten signature in cursive script, reading "Mary L. Midura".

Mary L. Midura
Executive Assistant to Town Manager

Midura, Mary

From: Metcalf, Judy
Sent: Friday, June 12, 2020 9:13 AM
To: Midura, Mary; Marques, Anna S.; Croteau, Nicole; Crevier, Shawn; Gagnon, Chris; Beckley, Stuart; Gibby Sorel
Subject: RE: Crystal Springs Temporary Outdoor Dining

Good Morning Mary

As always, ,food preparation and food service for public consumption will be overseen by the Board of Health office under permits issued by the Ware Board of Health.

Any complaints regarding Covid-19 compliance will be addressed in accordance with the Governor's various orders which provides MA Division of Labor Standards and/ or Board of Health/Health Department with enforcement responsibilities in ascending order of education, warning and then escalating fines.

With regards to reduced parking at the establishment due to re-purposing of the lot, I defer to the expertise of other Departments and the Safety Officer more knowledgeable in that area of public safety to advise the Board of Selectmen.

Let me know if you have any questions.

Judy Metcalf, RS., CHO

Director of Public Health

Sent from [Mail](#) for Windows 10

From: [Midura, Mary](#)
Sent: Friday, June 12, 2020 8:15 AM
To: [Metcalf, Judy](#); [Marques, Anna S.](#); [Croteau, Nicole](#); [Crevier, Shawn](#); [Gagnon, Chris](#); [Beckley, Stuart](#); [Gibby Sorel](#)
Subject: Crystal Springs Temporary Outdoor Dining
Importance: High

Please review the attached application for Temporary Outdoor Dining. I have given the manager the MA Covid-19 checklist and Safety Standards. This application will be on the June 16, 2020 agenda of the Board of Selectmen for their consideration/approval. Please send me an email with any comments/concerns you have.

Mary L. Midura
Executive Assistant to
Ware Town Manager

