



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

**Regular Meeting Notice Agenda
Tuesday, March 20, 2018 at 7:00 p.m.**

Meeting Opened

Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- Approval of Minutes of February 13, 2018

Comments and Concerns of Citizens

Scheduled Appearances

- 7:05 p.m. Dangerous/Nuisance Dog Hearing
- 7:15 p.m. East Quabbin Land Trust – Parking area on Church Street
- Request to Speak: Patrick McAvoy
- Proposal Shared Public Health Nurse Belchertown/Ware; Approval of Inter-municipal Agreement
- Roads – Ballot Question Forum
- Marijuana Ballot Question Language

Old Business

- GPS listing – Active Units
- Audit Methods

New Business

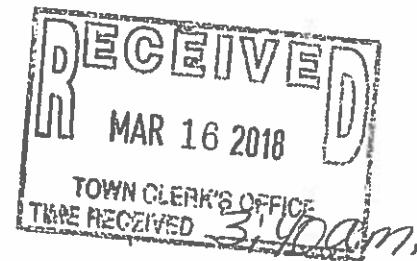
- Consideration of Opioid Lawsuit
- Approval of Warrant for Annual Town Election Monday, April 9, 2018
- Acceptance of Resignation: Council on Aging, Cindy Wloch
- Notice of Vacancy: Council on Aging, Term to Expire June 30, 2020
- Reappointment: Board of Registrars, Sheryl A. Adamczyk, Term to Expire March 31, 2021
- Appointment of Election Workers
- Approval of One-Day Liquor Licenses: Workshop 13 – Friday, March 30, 2018, and Friday, April 13, 2018
- Approval of Special Event Permit: 2018 Gospel and Jazz Fest, Saturday, April 21, 2018
- Approval of Special Event Permit: Eggstravaganza, Saturday, March 24, 2018

Town Manager Report

Adjournment

Selectmen's Candidates Forum – Saturday, March 24, 2018 – 9:00 a.m., Town Hall

The next Board of Selectmen meeting will be held on Tuesday, April 3, 2018 at 7:00 p.m.





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

Regular Meeting Minutes Tuesday, February 13, 2018 at 7:00 p.m.

Meeting Opened by Chairman Talbot.

Present: Selectman Nancy J. Talbot, Selectman Alan G. Whitney, Selectman Tracy R. Opalinski, Selectman John E. Carroll, Selectman Michael P. Fountain, Town Manager Stuart Beckley, Clerk Mary L. Midura, Ted Harvey, PVPC

Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- **Approval of Meeting Minutes of January 10, 2018 and January 23, 2018**

Selectman Whitney made the motion to approve the minutes of January 10, 2018 and January 23, 2018; Selectman Fountain seconded the motion. The motion passed unanimously (5-0).

Comments and Concerns of Citizens

Bill Jackson stated the highway department did a good job during recent storms. He noted there are 2,226 seniors living in Ware, and that is 23% of voters. He noted the Open Meeting Law training in March, and stated that person who started this should resign.

Keith Krukas questioned how many employees have keys to Town Hall and why someone would need to work on Saturday or Sunday. Mr. Krukas questioned the pay for Selectmen. Chairman Talbot noted the Chairman receives a slight increase over other Selectmen.

Phil Bourcier stated he has not had satisfactory answers to his questions; Mr. Beckley noted that Mr. Kilhart spent several hours with Mr. Bourcier to answer his questions. Mr. Bourcier again stated he is not satisfied, that Mr. Niedzwicki should be in charge. Selectman Carroll offered to get the answers to Mr. Bourcier's questions.

- **Approval of One-Day Liquor License: St. Mary's Church, Saturday, March 10, 2018**

Selectman Whitney made the motion to approve the one-day liquor license; Selectman Opalinski seconded the motion. The motion passed unanimously (5-0).

Scheduled Appearances

- **7:10 p.m. Public Hearing: FY18 CDBG Application**

Chairman Talbot read the Public Hearing Notice. Ted Harvey, of PVPC, was present. Mr. Harvey explained that the grant funds must be used for specific projects.

Selectman Michael P. Fountain made the following motion:

A motion for authorization to submit the proposed FY2018 Ware Community Development Fund Grant application to the DHCD in an amount not to exceed \$800,000, as detailed in the public hearing and to include funding for the Spring Street Infrastructure Program. Further, the town authorizes the Chairman of the Board of Selectmen to sign all required forms, documents, and authorizations pertaining to the proposed FY2018 Ware Community Development Fund Grant application. The town also acknowledges and accepts the recommendation of the Community Development Advisory Committee to include a request for funding for the Domestic Violence Prevention, a program of the Regional Domestic Violence Task Force managed by the PVPC.

Selectman John E. Carroll seconded the motion. The motion passed unanimously (5-0).

Selectman Michael P. Fountain made the following motion:

The Town approves participation in the proposed FY18 Ware River Valley regional grant application and supports the submission of said application by the lead community of Warren.

Selectman John E. Carroll seconded the motion. The motion passed unanimously (5-0).

Old Business

- **Review of Storage of Flammables License Fees**

Chairman Talbot presented data on current licenses. Selectman Opalinski researched six towns with varying rates. Selectman Carroll noted that homeowners should not be charged.

Selectman Whitney made the motion to approve the following:

Storage of Flammables Annual License Fees:

- Under 2,000 = No Fee
- 2,000 – 24,999 = \$100
- 25,000 = 49,999 = \$250
- 50,000 or more = \$500

Selectman Opalinski seconded the motion. The motion passed unanimously (5-0).

- **Approval of CDA appointment:**

- John E. Carroll
- Lucas G. McDiarmid

Mr. McDiarmid gave his background and qualifications, and stated he moved to town in October 2017 and is interested in serving this community. Mr. Carroll noted he has lived in Ware for over 50 years, serving on Board of Selectmen and Parks, owns four properties, and stated he believes the CDA needs some tweaking in planning stages.

Selectman Fountain made the motion to approve John E. Carroll as a member of the Community Development Authority, term to expire June 30, 2019; Selectman Carroll seconded the motion. The motion passed on a vote of 3 Yes (Selectmen Fountain, Carroll, Whitney), 2 No (Selectman Talbot, Opalinski).

New Business

- **Board of Selectmen FY2019 Budget Preparation Worksheet**

Mr. Beckley presented the worksheet, and suggested a \$500 adjustment for MMA and travel.

Selectman Whitney moved to accept the worksheet, as is, with the right to adjust; Selectman Opalinski seconded the motion. The motion passed unanimously (5-0).

- **Vote to Submit Statement of Interest for Accelerated Repair Program of MA School Building Authority**

Selectman Whitney made the motion to approve submission of the Statement of Interest for Accelerated Repair Program of MA School Building Authority for Stanley M. Koziol Elementary School; Selectman Fountain seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Abstention (Selectman Carroll).

Selectman Whitney made the motion to approve submission of the Statement of Interest for Accelerated Repair Program of MA School Building Authority for Ware Middle School; Selectman Fountain seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Abstention (Selectman Carroll).

- **Approval of Common Victualler License: Puerto Rican Flavors, Inc., 158 West Street, contingent upon proper permits from Building Department and Board of Health**

Ms. Midura requested this item to be Tabled, as the owners have not attended the meeting.

Selectman Whitney made the motion to Table approval of the Common Victualler license, *contingent upon proper permits from Building Department and Board of Health*; Selectman Fountain seconded the motion. The motion passed unanimously (5-0).

- **Announce Position on Cemetery Commission, Term to April 9, 2018 Election – Submit Applications by 12:00 p.m. February 27, 2018**

Chairman Talbot announced the position and requested the information to be posted on TV15.

- **Reschedule or Cancel March 6, 2018 meeting – To Attend Open Meeting Law Training Seminar, Monson, MA**

Selectman Whitney made the motion to Cancel the March 6, 2018 meeting of the Board of Selectmen; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 1 No (Selectmen Carroll).

Town Manager Report

Upcoming dates:

March 14th – Pathfinder Vocational High School Budget hearing

Grants. The Cemetery Commission received a grant from the Massachusetts Historical Commission for the repair of 16 Veterans' Grave markers.

Both Community Compact applications were approved by the State. Mr. Beckley noted that three state agencies have contacted the Town. The first will assist with the exploration of expansion of the Quaboag Connector to include senior center vans and drivers. The second will offer assistance for the exploration of a regional program to assist young adults, ages 18-30, with education, employment and services.

Town Manager: Stuart Beckley
sbeckley@townofware.com

The Solar lease agreements have been finalized by Attorney Wojcik and Forefront Power. They are available to be signed by the Board members. Forefront is moving forward with its special permit applications to the Planning Board.

The Quaboag region was represented by seven members of the Substance Use Alliance/Drug Free Communities Coalition at the National Forum in Washington last week. The forum focuses on substance use prevention, and provides training on the use of data and programs to decrease use. Coordinator Nehr Jenkins did a commendable job organizing the group that represented four area school districts. The attendees will follow-up with the Drug Free Communities Steering committee on recommendations.

The FY2019 **budget** process is underway with departments starting to meet with the Town Manager to review submittals. As per normal, there is a gap between anticipated revenues and the funds requested by departments for needed expenses. While official renewal information has not been received, a modest increase in health insurance costs is anticipated – much less than the double digit increases of the past few years.

Documents presented at meeting: FY2018 Community Development Program Public Hearing Request for Vote, Application for CDA: John E. Carroll, Application for CDA: Lucas McDiarmid, Report of Flammable Storage Licenses Issued and Fees, Board of Selectmen FY2019 Budget Preparation Worksheet, Application for One-Day Liquor License: Workshop 13, Notice of Cemetery Commissioner Vacancy in Office, Invitation to Pathfinder Regional School Committee Annual Budget Presentation, FY2018 Property Tax Impact Calculator.

Selectman Opalinski made the motion to Adjourn Regular Session at 8:09 p.m. to go into Executive Session per MGL Chapter 30A, Section 21 (a) #3 Litigation, #6 Real Estate, Not to Reconvene in Open Session; Selectman Whitney seconded the motion. The motion passed on a roll call vote of 5 Yes, 0 No.

Attest: Mary L. Midura
Mary L. Midura, Executive Assistant



TOWN OF WARE

Board of Selectmen
Town Hall, 126 Main St., Suite J
Ware, Massachusetts 01082-1386

Tel. 413-967-9648 EXT. 101

February 28, 2018

Peter Wansick
76 Dugan Road
Ware, MA 01082

Dear Mr. Wansick:

The Ware Board of Selectmen has set a public hearing for Tuesday, March 20, 2018 at 7:05 p.m. for a complaint filed under MGL Chapter 140 §157 Nuisance or Dangerous Dogs. The complaint regarding your dog, Cotton, is attached.

You are requested to attend this hearing. The Animal Control Officer will also be asked for an opinion on this situation. The Board of Selectmen will receive testimony from all individuals present at this hearing and then make a determination.

Sincerely,

Mary L. Midura
Executive Assistant to Town Manager

Sent via Certified Mail 7007 2560 0000 4065 8844

Enclosures

Cc: Lynn Liquornik, Richard J. Maslanka, 88 Dugan Road, Ware, MA 01082
Animal Control Officer Sydney Plante
Board of Selectmen

Midura, Mary

From: Liquornik, Lynn (MMFCU) <lliquornik@massmutualfcu.org>
Sent: Thursday, February 22, 2018 1:40 PM
To: Midura, Mary
Subject: Vicious Dog Hearing Request

Good Afternoon,

I'd like to request a vicious dog hearing. On Tuesday, February 13 at 88 Dugan Road, my 15 year old German Shorthaired Pointer(Wilma) was brutally attacked by a neighbor's dog, who's name is Cotton. This was not the first time. There were at least 4 incidents where Cotton was aggressive towards Wilma. Twice she needed to be attended to by a vet.

Cotton lived right next door and was raised with another dog in the home. Between the two families, we had 6 dogs. All seemed to get along and play together in both yards. Several months ago Cotton turned vicious and attacked Wilma. We were all outside in the yard to witness the attack – dogs, kids, and adults. If not broken up by my husband and Franco, Cotton's owner, Wilma would have been killed. Afterwards the adults spoke about the incident. Of course our neighbors were completely remorseful. We are all dog lovers. They have two small children who love Cotton. Franco's wife, Lynn told me that she noticed Cotton becoming aggressive with their other dog and she was growing concerned for their other dog's safety. My husband and I agreed that we wouldn't pursue any action towards Cotton as long as she was restrained and hopefully removed. Franco and Lynn told us that they would give Cotton to Pete, Lynn's brother who lives on Dugan Rd too, but not in the immediate neighborhood. He would keep the dog under his control and the kids wouldn't have the pain of losing their 'puppy'. The plan satisfied us all until February 13 where Cotton was found to be in our back yard on top of Wilma mauling her again.

Pete was right there and removed Cotton from Wilma by brutally kicking her. She was completely out of control. Pete was also remorseful and asked that we not report the incident.

Unfortunately the dog cannot be controlled enough for us to be comfortable in our own yard. My husband and I are certainly not advocating for Cotton to be euthanized. We are, however adamant that Cotton be removed from Dugan Road completely. Had we taken this route immediately upon the first incident, Wilma would not have endured another attack and recovery period. She's old and frail and not a threat to anyone. Cotton, however cannot be trusted. We respectfully request a hearing before the board as soon as possible.

Thank you,

Lynn A Liquornik
Richard J Maslanka

88 Dugan Rd
Ware, MA
(413) 967-9081

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For Date: 02/13/2018 - Tuesday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
18-2824	0740	Phone - Animal Complaint	INVESTIGATION PENDING
Call Taker: Police Officer KYLE F WHITCOMB			
Location/Address: 88 DUGAN RD			
Calling Party: MASLANKA, RICHARD J @ 88 DUGAN RD - WARE, MA 01082 413-668-5216			
Narrative:			
CALLER STATES THAT HIS DOG WAS JUST ATTACKED BY A NEIGHBORS DOG IN HIS BACKYARD. CALLER ADVISED THAT IT IS AN ONGOING ISSUE AND HE WOULD LIKE TO HAVE SOMETHING DONE ABOUT IT BECAUSE HE BELIEVES THE OFFENDING DOG IS VICIOUS.			
Narrative:			
ACO PLANTE ADVISED AND WILL FOLLOW UP WITH SAME.			
18-2833	1002	Cellular - Animal Complaint	SERVICES RENDERED
Call Taker: LU-ANN J CZAPLA			
Location/Address: 88 DUGAN RD			
Calling Party: MASLANKA, RICHARD J @ 88 DUGAN RD - WARE, MA 01082 413-967-9081			
Narrative:			
MR. MASLANKA CALLED TO ADVISE THAT ACO SYDNEY HAS NOT CALLED HIM BACK YET AND HE WOULD LIKE TO SPEAK WITH HER. CONTACTED ACO SYDNEY AND ADVISED, SHE WILL CALL MR. MASLANKA NOW.			

Midura, Mary

From: Peter Wansick <pwansick@gmail.com>
Sent: Wednesday, March 07, 2018 12:46 PM
To: Midura, Mary
Subject: Hearing regarding dog Cotton on March 20
Attachments: Cotton-hearing.pdf

Dear Mary,

We received notification of public hearing regarding our dog Cotton. (see attached)

We request a private hearing please.

The complaint by Liquornik and Maslanka varies greatly from the truth.

Would the proper documented response and evidence be considered for possible dismissal of complaint prior to hearing? We feel this is a waste of town resources and likely to be dismissed. Cotton is not dangerous and she was protecting children from their dog Wilma in the first case referred to in the complaint. The second incident on February 13 Liquornik and Maslanka's dog Wilma was attacking a puppy friend of Cotton only then did Cotton respond and cross onto Liquornik and Maslanka's yard to protect her friend. A case could be made that mean old Wilma needs to go but we just want this resolved and dismissed. We will go into much greater detail including Liquornik and Maslanka's refusal to communicate regarding the matter if able to be considered before hearing if not we will present at hearing.

Please confirm receipt and let us know if written response prior to hearing can be considered.

Thank you for your time and consideration.

Best regards

Peter Wansick
76 Dugan Rd
Ware, MA 01082

413-530-1024

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Peter Wansick
pwansick@gmail.com

Midura, Mary

From: Beckley, Stuart
Sent: Wednesday, March 07, 2018 3:07 PM
To: Talbot, Nancy; Midura, Mary
Subject: FW: RE: Hearing regarding dog Cotton on March 20

Sounds like we should let Mr. Wansick know that based on the complaint, the Board will have a hearing. It cannot be private. He is welcome to submit any supporting information he has ahead of time.

From: Drift Away Mushing Adventures [mailto:driftawaymushing@yahoo.com]
Sent: Wednesday, March 07, 2018 2:58 PM
To: Beckley, Stuart <sbeckley@townofware.com>
Subject: Re: RE: Hearing regarding dog Cotton on March 20

Hi!

Mr. Wansick spoke with both myself and ACO Wendy (I asked him to call her when I realized he was not listening to anything I said and Wendy is much more abrupt). Both Wendy and I recommended a behavior analysis as well as installation of a fence to help ease his neighbors concerns with their four small dogs and to ensure that this will never happen again. Peter's sister re-homed the dog with him because of aggression issues just a month ago.

Unfortunately even if Wilma was growling at a puppy she was on her property and that does not justify Cotton coming over and doing serious damage to her that cost Wilma's family over \$500 and, Mr. Wansick has not reimbursed. I have told both parties that I will not entertain "he said she said" and will only follow the laws and what incidents they have documentation for (both parties have been caught lying since the incident when speaking with me).

Mr. Wansick has shown that he is not capable of containing Cotton and would not entertain the idea of putting up a fence so I feel a meeting prior to the hearing will just end with him still believing his dog is perfect and justifying the attack of his neighbors small dog on her own property.

Hope this helps - let me know if I can help you with anything else.

-Sydney

Drift Away Mushing Adventures
www.driftawayadventures.com
774-200-1383

On Wednesday, March 7, 2018, 1:33:08 PM EST, Beckley, Stuart <sbeckley@townofware.com> wrote:

Midura, Mary

From: Peter Wansick <pwansick@gmail.com>
Sent: Thursday, March 08, 2018 12:02 PM
To: Midura, Mary
Cc: Beckley, Stuart; Drift Away Mushing Adventures; Talbot, Nancy
Subject: Re: Hearing regarding dog Cotton on March 20

Understood, thank you.

On Mar 8, 2018, at 9:17 AM, Midura, Mary <mmidura@townofware.com> wrote:

Mr. Wansick – Based on the complaint, the public hearing will be held as scheduled on Tuesday, March 20, 2018 at 7:05 p.m. in the Selectmen's meeting room at Town Hall. Massachusetts General Law does not allow for a private hearing. You are welcome to submit any supporting information to me for the Board of Selectmen's consideration before the meeting.

From: Peter Wansick [<mailto:pwansick@gmail.com>]
Sent: Wednesday, March 07, 2018 1:27 PM
To: Midura, Mary <mmidura@townofware.com>
Subject: Re: Hearing regarding dog Cotton on March 20

thank you

On Wed, Mar 7, 2018 at 12:49 PM, Midura, Mary <mmidura@townofware.com> wrote:

Mr. Wansick – I have forwarded this email to the Board of Selectmen Chairman, Town Manager, and Animal Control Officer. I will let you know their response as soon as I have it.

From: Peter Wansick [<mailto:pwansick@gmail.com>]
Sent: Wednesday, March 07, 2018 12:46 PM
To: Midura, Mary <mmidura@townofware.com>
Subject: Hearing regarding dog Cotton on March 20

Dear Mary,

We received notification of public hearing regarding our dog Cotton. (see attached)

We request a private hearing please.

The complaint by Liquornik and Maslanka varies greatly from the truth.

Midura, Mary

From: Peter Wansick <pwansick@gmail.com>
Sent: Friday, March 16, 2018 9:58 AM
To: Midura, Mary
Cc: Beckley, Stuart; Drift Away Mushing Adventures; Talbot, Nancy
Subject: Re: Hearing regarding dog Cotton on March 20
Attachments: Cotton-response.pdf; Cotton.docx

Hello Mary,

Please see our response to complaint and additional letter from Cotton's previous owner.

Thank you,
Peter Wansick

On Wed, Mar 14, 2018 at 8:06 AM, Midura, Mary <mmidura@townofware.com> wrote:

Mr. Wansick – We do not have the vet bill or report.

If you and Mr. Maslanka and Ms. Liquornik set up a private hearing, we are willing to attend.

From: Peter Wansick [mailto:pwansick@gmail.com]
Sent: Monday, March 12, 2018 3:42 PM
To: Midura, Mary <mmidura@townofware.com>
Cc: Beckley, Stuart <sbeckley@townofware.com>; Drift Away Mushing Adventures <driftawaymushing@yahoo.com>; Talbot, Nancy <NTalbot@townofware.com>
Subject: Re: Hearing regarding dog Cotton on March 20

Ms. Midura, Is it possible to get a copy of the vet bill/report from Maslanka and Liquornik prior to public hearing? I have requested it from them directly several times with no response. If available to us please inform us so and provide vet bill as soon as possible.

Also it wasn't clear from your last email: if supporting information submitted ahead of time, is there a possibility to resolve this without going to public hearing?

Thank you,
Peter Wansick

Peter Wansick
76 Dugan Rd
Ware, MA 01082

March 16, 2018

This document is in response to complaint filed Liquornik and Maslanka regarding incident between our dog Cotton and their dog Wilma. We ask that this case be dismissed as both incidences referenced in Liquornik and Maslanka's complaint were results of Cotton "protecting or defending children or another domestic animal from attack or assault" from their dog Wilma.

The following is the from MGL Chapter 140 Section 157.

Section 157. (a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

(1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;

This document details events regarding the incident on February 13. For a response to the first incident it is my understanding that Cotton was protecting children and the incident happened on the Grutti's property Cotton's owner at the time. The result from the first incident was a puncture wound to Wilma's thigh. Liquornik states that Wilma would have been killed however experts agree that a puncture wound to the leg is a lesson being taught not kill. Please see attached document from Lynn Grutti for more detail regarding that incident.

On February 13 while walking through the fields behind our houses with my dog Cotton and sister's puppy Leena we stopped by my other sister's house and while speaking with her in her backyard at 84 Dugan Rd puppy Leena ran and crossed over into the yard at 88 Dugan Rd to greet Liquornik and Maslanka's dog Wilma. I called Leena back but she continued to run up to Wilma at which time Wilma growled and snapped at Leena. Upon seeing Leena being attacked Cotton ran after to protect her friend. I immediately ran over and seperated the dogs at which time Maslanka ran out of the house yelling "that dog is gone" over and over. I tried to talk with Maslanka but he just kept yelling "that dog is gone" and slammed the door. I continued trying to talk with Maslanka because I wanted to help but he just kept yelling the same thing through the door seemingly not hearing.

Because Maslanka seemed unstable and I saw no damage to Maslanka's dog I decided not to continue to try to make contact.

February 23 at 11:15 AM I was notified by my sister who was notified by animal control that there was a request for vicious dog hearing against my dog Cotton. My sister passed along contact information for animal control who I called immediately.

February 23 at 11:55 AM Animal control officer Sydney took my call and explained the situation. I was stunned that a neighbor wanted to go to public hearing rather than work it out as friends. Sydney mentioned it may be better to try to reach out to Liquornik as Maslanka had hung up on her in two times.

February 23 at 12:04 PM I called Liquornik to discuss and try to solve the problem. Liquornik did not answer so I left a message. I asked her to call back and asked that we discuss to try to resolve the issue between neighbors.

February 24 at 10:55 AM Liquornik called back however at the time Cotton and I were about to begin dog obedience class at Dave's Pet in Ware. Liquornik said she would like to talk and to try calling her latter but likely she wouldn't be available so leave a message. I asked if a specific time was better but she said to just call later.

February 24 at 1:59 PM I called Liquornik no answer.

February 24 at 3:02 PM I called Liquornik no answer. Left a message asking that we speak to resolve the issue.

February 24 at 4:01 PM I called Liquornik no answer.

March 5 at 10:50 AM I was notified by certified mail of public hearing regarding Cotton.

March 5 at 12:31 PM I called animal control officer Sydney to better understand the situation.

March 5 at 1:19 PM I called Liquornik no answer. Left a message asking that she please call back to discuss.

March 5 at 1:58 PM received the following text message from Liquornik:

Hi. First I want to apologize for not getting back to you. I have a 5 year old phone and it drops calls, sends me texts that are 3 days old, and now it appears that it's not notifying me when I have a voicemail message. I shut the phone down this afternoon because it was hung up and got both of your messages along with several others. I am so sorry. When I didn't hear back from you I thought you didn't care to discuss it and the ball was in your court. I can't talk in the office so I'll call you on my way home. Some time between 4 and 5. If that doesn't work out for you let me know and we'll pick a good time to talk. Will you please let me know that this text reached you....no bullshit on my end.

March 5 at 1:59 PM I texted the following: Got your text and look forward to talking.

March 5 at 4:00 PM Liquornik called and said she didn't feel safe. Knowing that Cotton is not vicious I asked if we could get together with Cotton on a leash so that they could see that Cotton was not a threat. She said she would discuss with Maslanka and call back but seemed determined to have a public hearing.

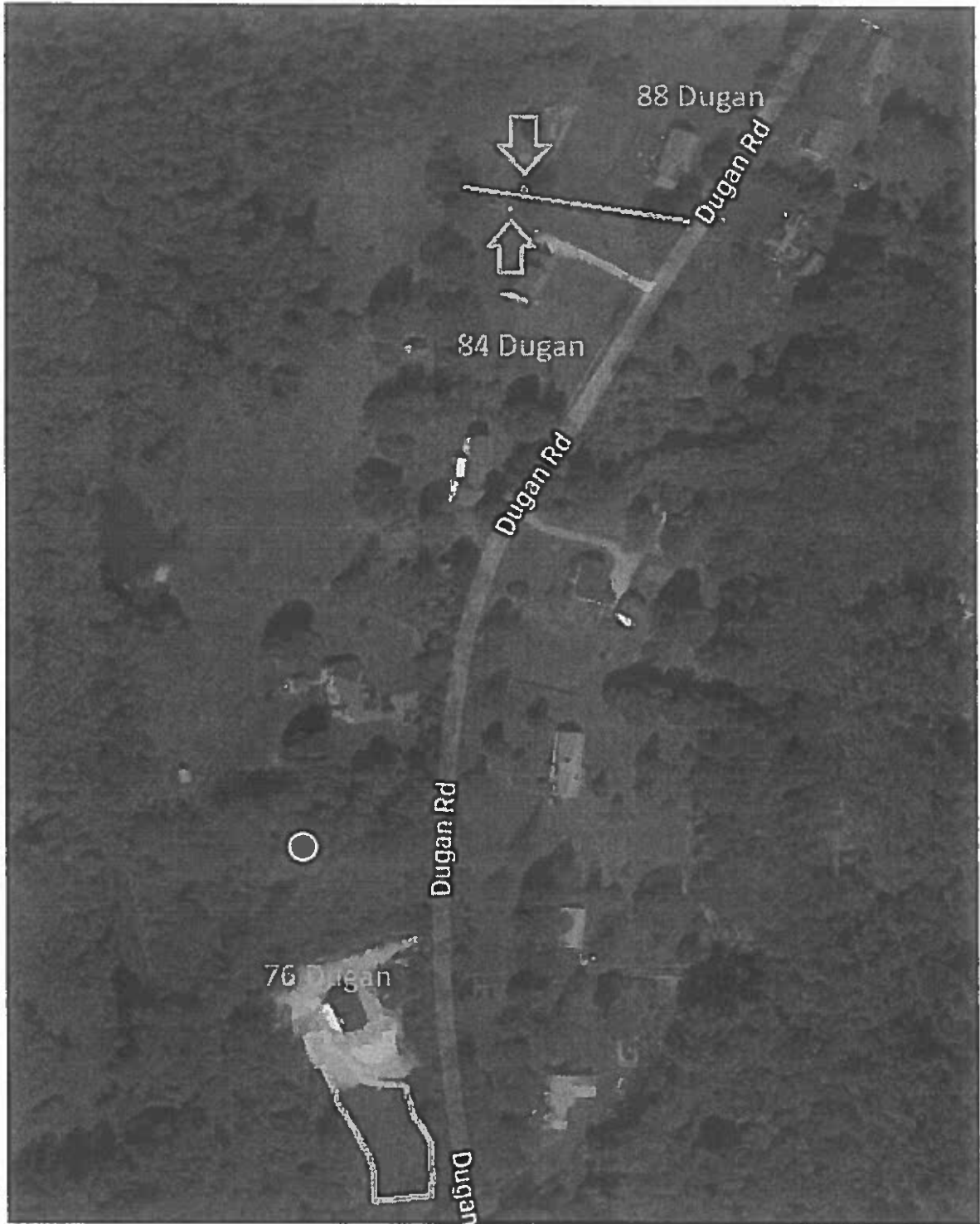
March 9 at 8:01 AM I texted Liquornik the following: Hi Lynn, I haven't heard back from you and wonder what your thoughts are about the dogs. Are you still planning to proceed with public hearing? I hope we can work this out without public hearing like good neighbors. Please let me know your thoughts. Thank you

As of March 16, 2018 no response from Liquornik or Maslanka.

Conclusion: Cotton and Wilma lived immediately next door to each other for 2 years both off leash. It seems that if Cotton was trying to kill Wilma as stated in the complaint she had plenty of opportunity. Experts agree that a couple puncture wounds are simply dogs teaching each other not actually trying to harm. Cotton has never been aggressive toward people including strangers, children, and other dogs. We travel with Cotton and she greets other dogs large and small and lets people pet her while shopping at Lowes or pet stores or walking or hiking.

Cotton and I have been and continue to work with trainers with the goal of becoming a therapy dog to visit elderly, and people in hospitals and schools. We thought of this because several elderly strangers who met cotton asked if she was a therapy dog because of her calm demeanor. It used to be when Cotton had to go out we just let her out. Now accompany and leash Cotton when going outside and are working on a fenced in area at 76 Dugan as drawn on the attached map.

We do not want to lose our dog Cotton and would like to resolve this issue to bring harmony back to the neighborhood.



3/7/2018

I am writing in response to an e-mail sent to Mary Midura from Lynn Liquornik on Thursday, February 22, 2018, regarding an incident between two dogs named Cotton and Wilma. My name is Lynn Grutti and I reside at 84 Dugan Road and was the previous owner of Cotton who is a lab mix and the dog in question.

First, let me begin with addressing Ms. Liquornik's claim that there were at least four incidents between the two dogs, I have witnessed two: both mentioned in her e-mail. As also mentioned, Ms. Liquornik and Mr. Maslanka have three other dogs that Cotton gets along with fine, it has only been Wilma that Cotton has ever not gotten along with. The accounts of the two incidents vary greatly depending on the point of view.

My husband Franco and I adopted Cotton in January of 2016. She is a rescue dog from a shelter in Dawson, GA. Cotton is a unique example of how animals pick their family favorite, she picked my brother, Peter Wansick. Even though Peter didn't live with us, it was clear that Cotton chose him. Franco and I also have another female rescue dog and two children under the age of nine. I would have never allowed a potentially "vicious" dog to be with my children, Cotton is anything but vicious. Once construction was complete on Peter's house, also on Dugan Road but further away from 88 Dugan Road, Cotton moved in with Peter. I would like you to understand that it is ONLY because of his connection with Cotton paired with the fact that she would still be remaining on the street (meaning the kids and I could visit anytime we wanted) that she moved. She would still be living with us if those two conditions weren't met.

The first incident Ms. Liquornik referenced in her e-mail was not described with fairness to Cotton. Yes, we were all outside to witness the "attack" but what she neglected to tell you was that they had recently brought home a puppy, Sofi. My kids along with one of their friends wanted to pet the new dog. There is an opening in a stone wall that separates our yards, 84 and 88 Dugan Road. At the time, this access way was open because the dogs, adults and children would use this to pass between yards. This event happened on our property at this access way, which has since been roped off. As Sofi, the new puppy, was making her way over to the kids, the kids were running towards Sofi, Wilma ran in front, I assume to protect Sofi. Cotton saw Wilma running towards my kids, kids who Cotton shared a home with and the two dogs fought. Cotton is a strong young dog and there were two puncture wounds on Wilma's inner thigh when the incident was over. Of course, we were remorseful and offered to pay any vet bills. There was never any discussion of restraining or removing Cotton from the home. At the time I thought we were friends and in conversation, I mentioned the connection Cotton and my brother had but I certainly never promised to "remove" her. There was also never talk of restraining her, the discussion was that we will keep a closer eye on our dogs (theirs and ours) to keep them in their respective yards.

Ms. Liquornik claims that I spoke of concern for our other dogs safety, yes, if Millie went near one of Cotton's bones or favorite toys, Cotton didn't like it very much and would let her know,

but again, Cotton has had no other issue with any dog other than Wilma and Cotton has NEVER gone after a person.

The incident that occurred on February 13th I was also present for as my children were home from school sick that day. Millie saw my brother walking in the backyard with Cotton and Lena, my sister's dog. Lena is a new puppy that also resides on Dugan Rd. She is very energetic and likes to say hello with a big wet lick on the face to both dogs and humans. Being new to the street, she is also very curious. Wilma was in the yard and began barking, Wilma is always barking when she is in the yard yet we don't complain. Lena went to meet a potential new "friend." It didn't go well because next I heard Wilma growl and then Cotton jumped into action. Peter was right there and broke up the dogs very quickly (not "brutally.") Cotton and Lena came right over to me and I let them into my house while listening to Mr. Maslanka scream and yell at Peter who was trying to apologize and talk with him. It was clear that Mr. Maslanka was upset, and rightfully so, but the things he was shouting were completely uncalled for. I painstakingly listened to my brother calmly and solemnly ask what he can do as Mr. Maslanka continued screaming "That dog is gone!" With tears in his eyes, my brother returned to my back door, called the dogs, and went home. When I asked him what happened he said that Mr. Maslanka wouldn't even open the door to talk with him. Mr. Maslanka went into the house screaming, slammed the door and that was it.

In closing, I would like to offer that Cotton has been back to my house on multiple occasions since February 13th as she is part of our family. She is never without a leash on and again has never had any issues with any other dog other than Wilma and has NEVER gone after a human.

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 140 LICENSES

Section 157 NUISANCE OR DANGEROUS DOGS; ORDERS FOR REMEDIAL ACTION;
APPEAL; VIOLATION OF ORDER

Section 157. (a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- (1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;
- (2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;
- (3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or
- (4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

The hearing authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a nuisance dog or a dangerous dog.

Based on credible evidence and testimony presented at the public hearing, the hearing authority shall: (i) if the dog is complained of as a nuisance dog, either dismiss the complaint or deem the dog a nuisance dog; or (ii) if the dog is complained of as a dangerous dog: (A) dismiss the complaint; (B) deem the dog a nuisance dog; or (C) deem the dog a dangerous dog.

(b) If the hearing authority deems a dog a nuisance dog, the hearing authority may further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.

(c) If the hearing authority deems a dog a dangerous dog, the hearing authority shall order 1 or more of the following:

(i) that the dog be humanely restrained; provided, however, that no order shall provide that a dog deemed dangerous be chained, tethered or otherwise tied to an inanimate object including, but not limited to, a tree, post or building;

(ii) that the dog be confined to the premises of the keeper of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the owner or keeper; provided further, that such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and provided further, that within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog;

(iii) that when removed from the premises of the owner or the premises of the person keeping the dog, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;

(iv) that the owner or keeper of the dog provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether

intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; provided, however, that if a policy of insurance has been issued, the owner or keeper shall produce such policy upon request of the hearing authority or a justice of the district court; and provided further, that if a policy has not been issued the owner or keeper shall produce proof of efforts to obtain such insurance;

(v) that the owner or keeper of the dog provide to the licensing authority or animal control officer or other entity identified in the order, information by which a dog may be identified, throughout its lifetime including, but not limited to, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of any such methods of identification;

(vi) that unless an owner or keeper of the dog provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition, the owner or keeper of the dog shall cause the dog to be altered so that the dog shall not be reproductively intact; or

(vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous shall be removed from the town or city in which the owner of the dog resides. No city or town shall regulate dogs in a manner that is specific to breed.

(d) Within 10 days after an order issued under subsections (a) to (c), inclusive, the owner or keeper of a dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued or where the dog is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under section 62C of chapter 221, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court.

(e)(1) Pending an appeal by an owner or keeper under subsection (d), a hearing authority may file a petition in the district court to request an order of impoundment at a facility the municipality uses to shelter animals for a dog complained of as being

a dangerous dog. A municipality shall not incur liability for failure to request impoundment of a dog under this subsection.

(2) A justice of a district court, upon probable cause to believe that a dog is a dangerous dog or that a dog is being kept in violation of this section or in violation of an order issued under this section by a hearing authority or a court, may issue an order: (i) of restraint; (ii) of confinement of the dog as considered necessary for the safety of other animals and the public; provided, however, that if an order of confinement is issued, the person to whom the order is issued shall confine the dog in accordance with clause (ii) of subsection (c); or (iii) of impoundment in a humane place of detention that the municipality uses to shelter animals; or (iv) any other action as the court deems necessary to protect other animals and the public from the dog.

(f) A justice of the district court shall hear, de novo, an appeal filed under subsection (d). Based upon credible evidence and testimony presented at trial, the court shall, whether the dog was initially complained of as a nuisance dog or as a dangerous dog: (i) dismiss the complaint; (ii) deem the dog a nuisance dog; or (iii) deem the dog a dangerous dog. The decision of the court shall be final and conclusive upon the parties.

(g) If a court affirms an order of euthanasia, the owner or keeper of the dog shall reimburse the city or town for all reasonable costs incurred for the housing and care of such dog during its impoundment and throughout the appeals process, if any. Unpaid costs shall be recovered by the municipality in which the owner or keeper of the dog resides on behalf of the hearing authority by any of the following methods: (i) a lien on any property owned by the owner or keeper of the dog; (ii) an additional, earmarked charge to appear on the vehicle excise of the owner or keeper of the dog; or (iii) a direct bill sent to the owner or keeper of the dog.

All funds recovered by a municipality under this subsection shall be transferred to the organization or entity charged with the responsibility of handling dog complaints and impoundment. If the organization or entity falls under the management or direction of the municipality, costs recovered shall be distributed at the discretion of the municipality.

If the court overturns an order of euthanasia, the city or town shall pay all reasonable costs incurred for the housing and care of the dog during any period of impoundment.

(h) If an owner or keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If the keeper of the dog is in violation, all reasonable effort shall be made by the seizing authority to notify the owner of the dog of such seizure. Upon receipt of such notice, the owner may file a petition with the hearing authority, within 7 days, for the return of the dog to the owner. The owner or keeper shall be ordered to immediately surrender to the licensing authority the license and tags in the person's possession, if any, and the owner or keeper shall be prohibited from licensing a dog within the commonwealth for 5 years. A hearing authority that determines that a dog is dangerous or a nuisance or that a dog owner or keeper has violated an order issued under this section shall report such violations to the issuing licensing authority within 30 days.

(i) Orders issued by a hearing authority shall be valid throughout the commonwealth unless overturned under subsection (d) or (f).



**Parking for Accessible Trail at
Frohloff Farm and
Mass Central Rail Trail**

Gate across old Church Street

Church Street

Cross Church Street at
90 degree angle with
cross walk and raised dividers

Mass Central Rail Trail

Mass Central Rail Trail
provides transportation
and recreational corridor from
Grenville Park to Gilbertville

A 4-mile portion of the
104-mile rail trail from
Northampton to Boston

0 0.0075 0.015 0.03 Miles



Midura, Mary

From: Pats Email <pbgggtt@aol.com>
Sent: Wednesday, March 14, 2018 4:47 PM
To: Midura, Mary
Cc: FB524720@aol.com
Subject: Re: Health Insurance

Hi Mary.....

I am wishing to be put on the addenda of the next meeting to speak to the Board of Selectman about the following.

Why Bobbie McAvoy is not eligible for health insurance though the town of Ware. She employed on the Ware fire department where she was injured and retired out of work through Hampshire County Retirement .

Thank You,

Patrick McAvoy

Sent from my iPhone

> On Mar 14, 2018, at 2:26 PM, Midura, Mary <mmidura@townofware.com> wrote:

>

> Pat - I understand your request, but could you please state in this request that you are "requesting to speak to the Board of Selectmen on March 20, 2018 regarding this"?

>

> -----Original Message-----

> From: Patrick McAvoy [mailto:bm524720pm@icloud.com]

> Sent: Wednesday, March 14, 2018 2:24 PM

> To: Midura, Mary <mmidura@townofware.com>

> Subject: Health Insurance

>

> I am looking for information for why Bobbie McAvoy is not eligible for health insurance though the town of Ware. She employed on the Ware fire department where she was injured and retired out of work through Hampshire County Retirement .

>

> Sent from my iPhone



TOWN OF WARE

126 Main Street
Ware, Massachusetts 01082-0089

Tel. 413-967-96209648 x100
Email: sbeckley@townofware.com

October 12, 2017

Patrick and Bobbie McAvoy
108 Glendale Circle
Ware, MA 01082

Dear Mr. and Mrs. McAvoy:

In a note from you, the question was asked as to the eligibility of Mrs. McAvoy to participate in the Town's insurance. Because Mrs. McAvoy was not eligible to be on the Town's health insurance (and therefore was not on the insurance) at the time of retirement, she is not eligible to participate in the Town's health insurance program at this time.

Please contact me if you have further questions.

Sincerely,

Stuart Beckley
Town Manager

Cc: Payroll

TOWN OF WARE
HEALTH INSURANCE ELIGIBILITY POLICY FOR TOWN RETIREES

POLICY

The Town of Ware, in accordance with Chapter 32B of the General Laws of the Commonwealth of Massachusetts, does hereby adopt and establish the following rules and regulations governing certain eligibility requirements and administrative guidelines for the Town's contributory group health insurance benefit offerings to those qualified individuals who have retired from employment with the Town of Ware and are receiving a pension from the Hampshire County Retirement System or the Massachusetts Teachers Retirement System.

The Town Manager, with approval of the Board of Selectmen, reserves the right to alter, modify, amend and/or eliminate any and all benefits, benefit levels, and plans offered by the Town pursuant to Chapter 32B of the General Laws, and also specifically reserves the right to add to, modify, and/or delete any and all provisions of these rules and regulations at any time.

Section 1. Retiree Eligibility

Retired employees of the Town who are 65 or over are generally prohibited from participating in the Town's regular group health insurance plans, as Medicare is to be the primary payer of health insurance costs. Retired employees who are not eligible for premium free Medicare Part A, will receive a monthly Town of Ware reimbursement for the Medicare Part A premium. Failure to enroll in Medicare at age 65 or at retirement, whichever is later, will jeopardize participation in the Town's retiree health insurance program.

Retired employees of the Town under age 65 may remain in the Town's regular group health insurance plan until attaining the age of 65. Upon retirement, eligible individuals may participate in the Town's contributory group health benefit plan, to the extent allowed by the insurance providers, and in accordance with all relevant provisions of Section 18A of M.G.L. c. 32B, provided that they otherwise qualify under M.G.L. c.32B, and further provided that each of the following criteria applies:

- (a) The individual must be eligible for a monthly pension as a retiree with the Town of Ware or Ware Public Schools, and be receiving a retirement allowance in accordance with M.G.L. c.32 (except as specifically provided in M.G.L. c. 32B, §9). Retired employees who chose a "lump-sum" payment at the time of separation are not eligible to participate in the Town's insurance plans.
- (b) The individual must be enrolled in a group health and/or life insurance plan as of the effective date of their retirement with the Town of Ware or Ware Public Schools. An employee in Opt Out status is considered enrolled for the purposes of this section. Retired employees who fail to join a group health insurance plan with the Town at the time of their retirement will thereafter be deemed ineligible to join a group health insurance plan with the Town except as provided for in section (d).
- (c) An eligible retiree may enroll in the Town's plan within thirty (30) days of a documented Qualifying Event (loss of coverage due to death of spouse, change in spouse's employment or marital status-divorce, or the retiree's loss of coverage).

- (d) All participation in the Town's contributory group health insurance must be continuous. If a retiree or spouse cancels their enrollment or becomes ineligible for continued enrollment, they lose all eligibility to participate in the future - they cannot re-enroll at a future date regardless of qualifying event or life changes. A retiree who is covered under the HMO or PPO plan either due to age or Medicare eligibility may choose to Opt Out under the provisions of the Health Insurance Opt Out Policy. The only exception is when a retiree receives a "Waiver of pension or retirement allowance" under M.G.L. Chapter 32, Section 90B. If the Retirement Board grants the waiver, eligibility for participation in the group health insurance ends the last day of the retirement period and begins when the waiver is withdrawn. In accordance with M. G. L. Chapter 32B, Section 18A, individuals, their spouses and dependents shall enroll in Medicare health benefits as soon as they are eligible. Failure to fully enroll in Medicare may jeopardize future participation in the Town's contributory group health insurance plan.
- (e) If a retiree becomes divorced, the ex-spouse is no longer eligible to be covered under the Town's group health plan. If a single retiree or a divorced retiree marries, the spouse is not eligible for coverage under the Town's contributory group health insurance program.
- (f) A retiree of the Town of Ware and Ware Public Schools must notify the Town within thirty (30) days of any marital status change. Failure to notify the Town may jeopardize participation in the Town's contributory group health insurance plan.

Section 2. Surviving Spouse Eligibility

If an eligible employee dies while an active employee, and the employee meets the requirements for the surviving spouse to receive benefits under the Hampshire County Retirement System or Massachusetts Teachers' Retirement Board rules, that surviving spouse and eligible dependents may continue group health insurance enrollment subject to Chapter 32B, Section 9B. The surviving spouse is responsible for 100% of the premium cost. Participation may continue as long as the dependents meet all plan eligibility rules and unless/until the surviving spouse remarries. Once the surviving spouse remarries, eligibility for participation ends as of the date of the marriage.

The surviving spouse of a retiree is eligible to continue coverage and, unless covered by the Retired Teachers Health and Welfare Fund Agreement, is responsible for 100% of the premium cost. A surviving spouse of a retiree covered by the Retired Teachers Health and Welfare Fund Agreement (adopted July 2013) is responsible for the same contribution level as the retiree. A retiree's surviving spouse eligibility ends when the surviving spouse remarries.

Approved:

Dated:

John Carroll, Chair, Board of Selectmen

Stuart Beckley, Town Manager

Adopted by Board of Selectmen, November 15, 2016



Judy Metcalf, R.S., C.H.O.

Office of
QUABBIN HEALTH DISTRICT

126 Main Street
Ware, Massachusetts 01082
Telephone: (413) 967-9615
Facsimile: (413) 967-9646

Serving the Communities of Belchertown, Ware, and Pelham, MA



**Inter-Municipal Agreement / Shared- Services
Public Health Nurse- Belchertown and Ware
Per MGL c. 40 § 4A**

PROPOSAL DOCUMENTS

Section 4A: Governmental units; joint operation of public activities; termination of agreement; "governmental unit" defined; financial safeguards

Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section. For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established under chapter 40N or by special law, a county, or a state agency as defined in section 1 of chapter 6A.

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this section shall prohibit any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement. A decision to enter into an intermunicipal agreement under this section, or to join a regional entity, shall be solely subject to the approval process of the towns' elected bodies.

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.



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Judy Metcalf, R.S., C.H.O.

**Inter-Municipal Agreement / Shared- Services
Public Health Nurse- Belchertown and Ware**

Status		Task	Assigned
✓	1.	Salary Survey w/ recommended rate	J. Metcalf
✓	2.	Hour and Benefit Analysis w/ recommendation	J. Metcalf
✓	3.	Revised Job Description	J. Metcalf
✓	4.	Performance Evaluation procedure and form	J. Metcalf
✓	5.	Draft Inter-municipal agreement	J. Metcalf
✓	6.	Belchertown to act as employer due to lower insurance costs	-
	7.	Meet with Belchertown Personnel Board to approve job description and position in compensation plan	J. Metcalf
	8.	Obtain funding for 4 th quarter FY 18 Cost (Ware funding already available in FY18 budget)	J. Metcalf w/ J Panto
✓	9.	Include FY19 costs for shared position in budget submits to individual Belchertown and Ware financial teams.	J Metcalf to submit on budget requests. Meet with Fin Com as needed
	10.	Each Town Counsel review agreement	K&P and D.W.
	11.	Approval/ signatures Belchertown BOS	G Brougham w/ J. Metcalf
	12.	Approval/ signature Ware BoS or TM per Charter	S Beckley w/ J. Metcalf
	13.	Advertise, interview, hiring process	J. Metcalf + others

Pay Rate and Benefit Analysis w/ Recommendation

Pay:

Public Health Nurse Salary Range

Community	Rate/ hr.	
Amherst	\$	31.00
Baystate Funded (Belchertown/ Palmer	\$	36.00
East Longmeadow	\$	30.00
Ludlow	\$	22.50
Northampton	\$	29.00
South Hadley	\$	25.50
Ware	\$	28.00
Payscale.com (median for region)	\$	26.75
Average	\$	28.59
Median	\$	29.00

Benefits:

Licensed medical professionals within the healthcare industry are routinely offered health insurance coverage by their employer. Sign on bonuses are also routinely offered as an incentive. Pension Plans include 403B contributions and employee matches.

Recommendation:

To attract qualified candidates, the recommendation is for the position to be offered at 20 hours per week, starting at \$26 per hour. Voluntary enrollment in the health/dental insurance plan will be offered as well as life insurance program. Mandatory enrollment in Hampshire County Pension System. Paid time leave (prorated) will be provided per Town of Belchertown Personnel By-law.

IMPORTANT NOTE regarding Pension System:

1. Employee contribution /withholdings will start immediately with 1st payroll.
2. Employer assessment is delayed by one fiscal year. Lead Community would first report new hire to County in October 2018 Aggregate Employee and Salary Report. Cost of employee would be rolled into the much larger total assessment for the lead community- Notice of Assessment would be on or about January 1, 2019 with 1st payment due July 1, 2019 (FY20) and January 1, 2020 (FY20.)

INTER-MUNICIPAL AGREEMENT
BETWEEN THE TOWN BELCHERTOWN AND THE TOWN OF WARE

SHARED PUBLIC HEALTH NURSE

THIS AGREEMENT dated as of this ____ day of _____, 2018 ("Agreement") by and between the Town of Belchertown, a Massachusetts municipal corporation having a usual place of business at Lawrence Memorial Hall, 2 Jabish Street, Belchertown MA 01007, acting by and through its Board of Selectmen ("Belchertown"), and the Town of Ware, a Massachusetts municipal corporation having a usual place of business at Town Hall, 126 Main Street, Ware, Massachusetts 01082, acting by and through its, acting by and through its Board of Selectmen ("Ware")

WITNESSETH THAT:

WHEREAS, Belchertown and Ware desire to share the services and costs associated with a Public Health Nurse; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Public Health Nurse. Subject to appropriation, the parties shall share the services and costs of the Public Health Nurse, or a successor hired through the standard personnel practices of the lead municipality. Notwithstanding any other provision of this Agreement to the contrary, Belchertown and Ware shall each maintain their respective local Board of Health which shall retain their own legal authority and autonomy as provided by law. The Public Health Nurse shall report to the Director of Public Health for the Quabbin Health District. In the event the parties jointly agree that this reporting structure is not mutually beneficial to their contractual arrangement, they may, by agreement, modify said reporting structure to accomplish the purposes of this agreement.

2. Term and Commencement of Operations. The shall commence operations immediately following execution of this Agreement and thereafter upon the beginning of the municipal fiscal year; the appropriations of operating funds as agreed by the Municipalities and attached hereto as Appendix A – Initial Operating Budget and Municipal Assessments. It may renew automatically unless earlier terminated as set forth herein.

On or before April 1st of each year during the Term of this Agreement, the parties shall review their contractual relationship, the terms of which are set forth herein, to ensure that this Agreement continues to satisfy the needs and objectives of each community.

3. Duties and Record-Keeping. The Public Health Nurse may perform all the duties required of local boards of health by Massachusetts law and as outlined and attached hereto as Appendix B – Job Description Shared Public Health Nurse.

Documents and records compiled on activities performed and individual cases reports are the property of the Board of Health concerned and shall be maintained in their respective offices in accordance with the Massachusetts Public Records Law and HIPPA.

In public health nursing matters under the sole jurisdiction of a municipality, the issue shall be handled as a local matter with the Board of Health concerned and the shared nurse acting in his or her official capacity.

4. Lead Municipality. The Town of Belchertown shall act as the lead municipality and shall employ or otherwise provide the Shared Public Health Nurse, shall provide reasonable physical accommodations for the position and operations, and shall perform all duties and provide all services consistent with those afforded any other employee under its jurisdiction. In addition the Lead Municipality (Belchertown) shall have the following duties:

- ☐ Maintain accurate and comprehensive records of financial services performed, costs incurred and reimbursements and contributions received;
- ☐ Perform annual audits
- ☐ Issue periodic financial statements to all participants;

10. Budget Assessments. Annually, beginning with the first fiscal year of full operation, each Municipality shall be assessed a sum equal to its proportionate share of the annual operating budget of the position. Assessments shall be presented to the Municipalities' legislative bodies for appropriation on or before April 1st. Failure by any Municipality to appropriate funds equal to its assessment shall invoke the terms of Section IX – Termination, and the Municipality shall be held to its contractual obligations through the termination date defined therein.

Ware shall contribute its share of the costs for the Public Health Nurse by paying to Belchertown a variable sum, as required by the terms and conditions of this Agreement, per fiscal quarter during the Term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter : 7/1, 10/1, 1/1 and 4/1. Belchertown may adjust the payment amount as it may be required to do in accordance with any adjustment to benefit costs or/and standard labor personnel practices. Belchertown shall give prompt written notice to Ware of any such adjustment. Ware shall adjust its quarterly payments accordingly.

11. Termination. Any Municipality, by a vote of its governing body, may withdraw from and terminate its participation in this Agreement provided it gives not less than 6 month written notice to the other Municipality. Such termination shall take effect at the close of the municipal fiscal year following notification. Such termination shall not relieve the terminating Municipality from any obligations of indemnification that may have arisen hereunder prior to such termination, nor from any financial obligations that by prior agreement extend beyond the termination date. Upon such termination, the host Municipality shall prepare a full statement of outstanding unpaid financial obligations under this Agreement and present the same to the Municipalities for payment within thirty (30) days thereafter. Upon receipt of a notice to terminate, the remaining Municipality shall dissolve this Agreement in a manner and on a date agreeable to all, in which case each Municipality shall thereafter be solely responsible for the provision of public health services within its corporate jurisdiction.

12. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

14. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

15. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

17. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

18. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. **To Ware.** Any notice to Reading hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Stuart Beckley, successor or designee
Town Manager
Town Hall
Ware, MA 01082

or to such other address(es) as Ware may designate in writing to Belchertown.

b. **To Belchertown.** Any notice to Melrose hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Gary Brougham, successor or designee
Town Administrator
Lawrence Memorial Hall
Belchertown, MA 01007

or to such other address(es) as Belchertown may designate in writing to Ware.

19. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other

agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

TOWN OF BELCHERTOWN
By its Board of Selectmen

TOWN OF WARE
By its Board of Selectmen

Appendix A – Initial Operating Budget and Municipal Assessments

Shared Public Health Nurse Proposed Budget

4th Quarter FY18 to be prorated*

April-May-June 2018

Wages	6760	20 hrs/wk @ \$26
Health Insurance	4200	max amt- family plan PPO @ 70% contribution
County Retirement System	0 due 7/1/19	using 30% of salary
Life	15 1/4	\$5000 policy @ 75% contribution
Workman's comp	167 1/4	code 9410 @ \$2.48 per \$100
Other expenses- mileage/ supplies	250	
	\$ 11,392.50	
Due April 1, 2018 or later start date*		* start date and type of insurance plan choosen
Belchertown	\$ 5,696.25	will change actual amount paid.
Ware	\$ 5,696.25	

Shared Public Health Nurse Proposed Budget

FY19

Wages	\$ 27,040.00	20 hrs/wk @ \$26
Health Insurance	\$ 16,800.00	max amt- family plan PPO @ 70% contribution
County Retirement System	0 due 7/1/19	using 30% of salary
Life	\$ 61.00	\$5000 policy @ 75% contribution
Workman's comp	\$ 669.00	code 9410 @ \$2.48 per \$100
Other expenses- mileage/ supplies	\$ 1,000.00	
	\$ 45,570.00	
Belchertown	\$ 22,785.00	
Ware	\$ 22,785.00	
Quarterly payments	\$ 5,696.25	1-Jul-18 1-Oct-18 1-Jan-19 1-Apr-19
	\$ 5,696.25	\$ 5,696.25 \$5696.25 \$5696.25

Shared Public Health Nurse Proposed Budget

FY20 and years beyond

Quarterly payments		1-Jul-18	1-Oct-18	1-Jan-19	1-Apr-19
Wages/ health/ operating exp	\$	5,696.25	\$ 5,696.25	\$5696.25	\$5696.25 * plus annual increase
Retirement from previous fiscal year	\$	4,050.00		\$4,050	

Due at end of Contract

County Retirement System	8100 +				using 30% of salary
Unemployment Benefits	?				if any

Appendix B – Job Description Shared Public Health Nurse

BELCHERTOWN-WARE PUBLIC HEALTH NURSE

DEFINITION

Position includes, but is not limited to promoting and protecting the health of and preventing disease in the Town's population, performing highly responsible professional nursing duties in a variety of public health programs, observing and evaluating the physical and emotional conditions of patients, conducting investigations of communicable diseases, and making home visits.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Monitors state communicable disease information system (MAVEN), and conducts investigations in accordance with state laws and regulations. Enforce pertinent regulations for isolation and quarantine, when required, to prevent spread of disease and to protect the communities at large. Complete case report as appropriate for each reportable disease.
- Consult, collaborate and educate as needed with the involved case and contacts, medical providers, medical facilities, MDPH epidemiologists and other members of the Health Department during communicable disease investigation.
- Maintains variety of files, documents and data systems; prepares, maintains and updates client records, case reports; remains compliant with HIPAA/state laws and regulations.
- Administer and interpret Tuberculosis (TB) Skin Tests (Mantoux) to case contacts and case manage all suspected and confirmed cases of TB in accordance to protocol and guidelines set by the MDPH Division of TB Prevention and Control.
- Administers prescribed immunizations and/ or medications during exposure or outbreak situations per standard protocol. Plan, oversee and implement emergency dispensing clinics for wide-scale or pandemic events. Educates clients on doses, mechanism of action, interactions and potential side effects. Monitors clients for adverse reactions and responds according to established standards of care.
- Updates Massachusetts Immunization Registry, which requires entry of immunizations into database within seven days of vaccination.
- Collaborate with inspection staff in the health department on medical matters relating to code enforcement, such as reviewing immunization records and medical storage protocol during licensure of Recreational Camps for Children, reviewing adequacy of emergency and first aid provisions at public pools or beaches, exclusion of food service workers due to communicable illness, and assisting in rabies prevention/ response protocol in human exposure cases.
- Is trained in and familiar with NIMS 700, ICS 100, and is familiar with EDS (Emergency Dispensing Site) and Emergency Preparedness planning, exercises and drills.

- Collaborate with area coalitions in order to provide advocacy for residents and the community in areas such as the opioid crisis, abuse prevention, curtailing youth access to tobacco and alcohol, Mass in Motion programs, and other public health initiatives.
- Participate in local, state and federal training as needed.
- Provide consultation, education and resources for residents, providers. Agencies and Town employees relating to pertinent health issues through media outlets, department website, meetings, health promotions and health fairs

SUPERVISION RECEIVED

Works under general direction of the Director of Public Health. Employee plans and prioritizes the majority of work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor.

ACCOUNTABILITY

The nature of the professional or technical work means that errors in analysis, techniques or recommendations would probably be difficult to detect. Consequences of errors, missed deadlines or poor judgment could impact the wellbeing of individuals, excessive costs, delay of service delivery, or legal repercussions.

JUDGMENT

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal, state and local regulations.

COMPLEXITY

The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

NATURE AND PURPOSE OF CONTACTS

Relationships are constantly with co-workers, the public, groups and/or individuals such as peers from other organizations, and representatives of professional organizations. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance, including departmental practices, procedures, regulations or guidelines. May be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

CONFIDENTIALITY

Incumbent has regular access at the departmental level to a variety of confidential information.

EDUCATION AND EXPERIENCE

Bachelor of Science in Nursing degree from accredited institution preferred and from one to up to three years of experience in public or community health nursing or a related field or any equivalent combination of education and experience. Current license to practice as registered professional nurse in Commonwealth of Massachusetts, immunization record and proof of immunizations, driver's license and CPR certification required.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Knowledge of current nursing and public health nursing principles, practices and procedures; knowledge of drug and immunization dosages, mechanisms of action, interactions and adverse side effects; knowledge of federal, state and local laws, rules and regulations; knowledge of social media and virtual collaboration environments; knowledge of Microsoft Word and Excel.

Abilities: Ability to interpret and apply regulations firmly, tactfully, and impartially; ability to operate standard office equipment; ability to work independently and as part of a team; ability to be self-motivated, flexible and able to effectively prioritize, multi-task and meet deadlines; ability to learn and utilize department specific computer programs.

Skills: Math skills; cultural competency, interpersonal, organizational, time management and listening skills.

WORK ENVIRONMENT

The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Incumbent may be required to work beyond normal business hours and meet with clients in homes, medical facilities, or detention facilities.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills: Minimal physical demands are required to perform most of the work. The work principally involves sitting, with intermittent periods of stooping, walking, and standing. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills: Visual demands require routinely reading documents for general understanding and analytical purposes, ability to administer medications and immunizations, conduct physical assessments; ability to operate automobile, computers, office machines and equipment.

**ANNUAL PERFORMANCE REVIEW
(EVALUATION FORM 1)**

For the Appraisal Year of through

Name of Employee:		Department:	
Position Title:		Evaluator:	

Employee Instructions:

- To navigate from one cell to the next, use the Tab key. To go backwards, use Shift-Tab.
- Complete the Heading and "Accomplishments Achieved" sections of this form on page 1.
- Review this evaluation form in its entirety and think of specific examples of performance outcomes as they relate to the uniform performance criteria on page 2.
- Be prepared to discuss your work accomplishments with your evaluator/supervisor.
- Submit this form to your designated evaluator.

Evaluator Instructions:

- To navigate from one cell to the next, use the Tab key. To go backwards, use Shift-Tab.
- Review the employee's accomplishments and position description.
- Schedule a date and time to meet with the employee to discuss his/her performance.
- Rate the employee's performance in the evaluation areas and assign an overall rating for the year.
- Meet with the employee to review their accomplishments, performance, and to jointly set some new benchmarks for the next appraisal year.
- Sign and date the form, and ask the employee to sign and date the form acknowledging the review.
- Submit the final evaluation form to the Personnel Benefits & Payroll Coordinator.

Accomplishments Achieved (Attach additional information if necessary):

Evaluation Ratings and Definitions for Uniform Performance Criteria

- 5 – Excellent - Performance is clearly extraordinary; results almost always exceed requirements.
- 4 – Superior - Performance significantly exceeds standards; results usually exceed requirements.
- 3 – Satisfactory - Performance meets acceptable standards; results usually meet requirements.
- 2 – Needs Improvement - Performance is below acceptable standards; results fall short of requirements.
- 1 – Unsatisfactory - Performance is clearly unacceptable; results usually fall far short of requirements.

Uniform Performance Criteria

	Not Applicable	Unsatisfactory	Needs Improvement	Satisfactory	Superior	Excellent	
<u>Communication</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Personnel Management</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Financial Management</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Planning and Organization</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Leadership, Problem Solving, and Innovation</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Customer Service/Time Management</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab
<u>Technology Competence</u>	N/A	1	2	3	4	5	Enter Rating:
Evaluator Comments:							then, press Tab

Total Uniform Performance Criteria Score = 0
 Enter Number of Criteria evaluated =
 Average Rating =

Employee's Signature

Evaluator's Signature

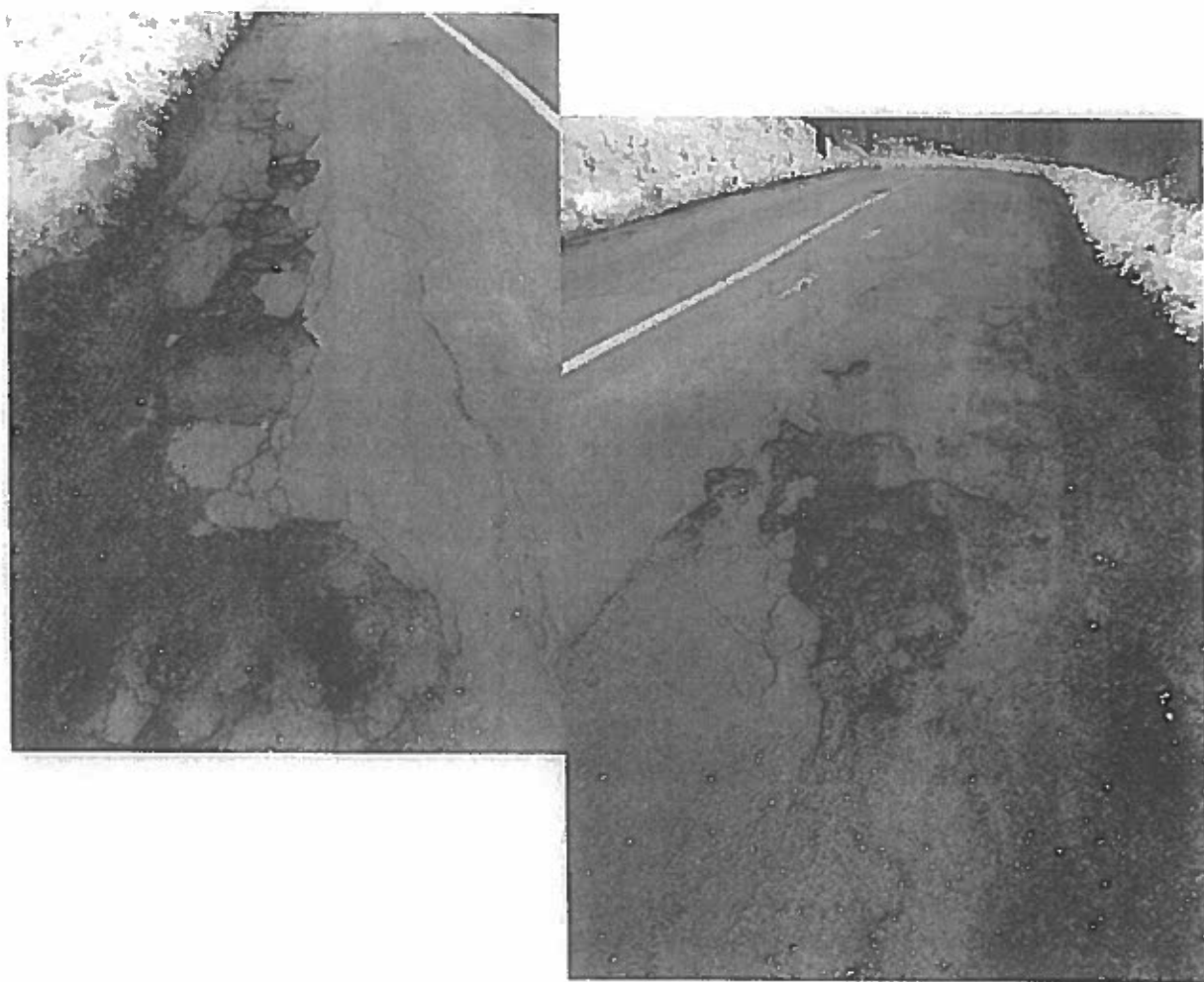
Date Reviewed w/ Employee

Your signature above acknowledges that the Evaluator has met with you to review your past performance and to jointly set your performance benchmarks for the upcoming appraisal year. If you disagree with the Evaluator's rating(s) of your performance, please submit your comments below.

Employee's Comments:

Town of Ware

Road Stabilization Fund



April, 2018

Property Tax Impact Calculator - Single Tax Rate

This calculator is for use by cities or towns with a **single tax rate** to estimate the impact of a possible year impact of an expenditure. In later years, results will vary with changes in the community's total

If your city or town has a Split

Select a city or town

WARE

Enter amount for:

\$1,000,000

Override

Debt Exclusion - Full year debt service

Capital Exclusion

or General Budget increase

Click Enter

Current tax rate for all property types

\$20.21

Tax rate impact of expenditure amount

\$1.46

Property assessed value range ar Assessed value (\$)

Tax bill impact (\$)

scroll down	Average single family residence:	172,583	251.18
		100,000	145.54
		150,000	218.31
		250,000	363.85
		350,000	509.39
		450,000	654.93
		550,000	800.47
		650,000	946.01
		750,000	1,091.55
		850,000	1,237.09
		950,000	1,382.63
		1,050,000	1,528.17
		1,150,000	1,673.71
		1,250,000	1,819.25

Appendix 1

Babcock Tavern 1 \$ 913,641.00
 Babcock Tavern 2 \$ 453,181.00
 Babcock Tavern 3 \$ 283,337.00
 Babcock Tavern 4 \$ 907,995.00

West Main Street \$ 219,020.00
 Chestnut Street \$ 160,000.00
 Elm Street \$ 95,000.00
 Kelly Road \$ 80,000.00
 Marjorie Street \$ 60,000.00
 Loral Street \$ 150,000.00
 Cummings Road \$ 225,000.00

Babcock Tavern Road 5 \$ 607,461.00
 Babcock Tavern Road 6 \$ 620,024.00
 Babcock Tavern Road 7 \$ 381,588.00

Appendix 2

West Main Street \$ 219,020.00
 Chestnut Street \$ 160,000.00
 Elm Street \$ 95,000.00
 Kelly Road \$ 80,000.00
 Marjorie Street \$ 60,000.00
 Loral Street \$ 150,000.00
 Cummings Road \$ 225,000.00

Old Gilbertville Road \$ 443,070.00
 Old Poor Farm Road \$ 544,668.00

Osborn Road \$ 846,368.00
 Bank Street (Lower) \$ 40,399.00

Old Belchertown Road \$ 360,639.00
 Gilbertville Road \$ 293,993.00
 Monson Turnpike (Lower) \$ 558,528.00 ;
 Church Street (Upper) \$ 304,242.00
 Church Street (Middle) \$ 62,561.00
 West Waarren Road (Lower) \$ 107,136.00
 Greenwhich Road to Sorel \$ 268,362.00
 West Warren Road (Upper) \$ 316,570.00 ;



TOWN OF WARE

Town Manager

126 Main Street

Ware, MA 01082

413-967-9648 x100

March 13, 2018

To : Board of Selectmen

From : Stuart Beckley, Town Manager

Subject: GPS Installment Update

1.	Quaboag Connector Connect	Active
2.	Quaboag Connector Van	Active
3.	Quaboag Connector Van 3	Active
4.	Fire Chief Vehicle	Activation planned 3/19
5.	Deputy Fire Chief vehicle	Activation planned 3/19
6.	Ambulance 1	Negotiate
7.	Ambulance 2	Negotiate
8.	Ambulance 3	Negotiate
9.	Police Chief	Active
10	DPW Cab	Negotiate
11	DPW plow	Negotiate
12	Police vehicle	Negotiate

The Town Manager owes response to the police union regarding impacts of GPS use, particularly related to discipline. The DPW and Fire Unions will bargain.

The cost of GPS is \$85 per unit purchase and \$19 per month. The Quaboag Connector units are paid through grant funds. After discussion with the Finance Committee, funds for the additional units and costs will be included in the IT budget.

PRESENTED BY



MOLA

Massachusetts Opioid Litigation Attorneys

SWEENEY
MERRIGAN
LAW LLP



KP LAW
The Leader in Public Sector Law

REBUILDING
COMMUNITIES TOGETHER

MASSACHUSETTS OPIOID LITIGATION

IN CONJUNCTION WITH:



LEVIN • PAPANTONIO
James M. Levin, Esq. James A. Papantonio, Esq.



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MC HUGH & FULLER
LAW GROUP



GREENE KETCHUM
FARRILL, BAILEY & TWEED LLP
Environmental Counsel



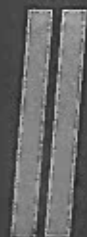
HPCB & D
Hill, Peterson, Carper,
Bee & Deitzler, PLLC

WHY US?

Our country is in the midst of a public health crisis stemming from a flood of opioids pouring into our cities and counties. These opioids are destroying our families, taking the lives of our loved ones, and sapping tax dollars and resources from our communities.

This opioid epidemic has been fueled by the greed of the corporate elite which includes drug manufacturers and distributors. Despite being required by federal and state law to detect and report "suspicious" orders of opioids they **chose not** to comply.

This has to stop. These companies need to be held accountable. We can help.



IN 2016 THERE WERE OVER 42,249 DEATHS
INVOLVING PRESCRIPTION OPIOIDS –
THIS IS 5X HIGHER THAN IN 1999

www.cdc.gov/drugoverdose/epidemic/index.html

ABOUT OUR LEGAL TEAM

We are unlike any other firm or attorney group. As opposed to some firms who are attempting to pursue this litigation on their own, we have formed a consortium comprised of some of the preeminent trial firms in the country that specialize in pharmaceutical litigation.

MOLA, along with this National Consortium, was not cobbled together to fight a single battle. Recognizing that the target defendants are some of the richest corporations in the country we are prepared to go the distance and hold them accountable.

We are leaders in opioid litigation having filed some of the first cases in the country and having cases already working through the courts. Currently representing more than 240 governmental entities, our Consortium has filed more opioid cases across the country than any other group and is currently representing clients in more than ten states. Throughout this process, our firms have worked together seamlessly and successfully.

Whether large or small, we are committed to representing local governments – cities, towns, and counties – and ensuring that they each are justly compensated for the public health crisis and costs imposed on them by the



Sweeney Merrigan | sweeneymerrigan.com

Boston-based Sweeney Merrigan Law brings two generations of experience to the team. Whether it is taking on some of the biggest companies in the world, or fighting for personal injury victims in Massachusetts, Sweeney Merrigan's award winning team is dedicated to protecting the communities they serve. Sweeney Merrigan has litigated many multi-million dollar cases successfully for their clients.



Rodman Rodman & Sandman | rrslaw.net

During the 1970s, Rodman, Rodman, & Sandman established themselves as pioneers in asbestos litigation, representing victims of mesothelioma and the debilitating pulmonary diseases that asbestos exposure can cause. Their earliest asbestos cases involved exposures at the Boston Naval and Bethlehem Steel Shipyards, after which we began to represent workers from shipyards across the country. Through the years, Rodman, Rodman, & Sandman has taken on Big Pharma, Big Tobacco, and oil giants on behalf of their clients.



KP Law | k-plaw.com

The principal expertise of KP Law is the practice of municipal law. KP Law represents over one-third of the cities and towns in the Commonwealth as their City Solicitor or Town Counsel. In addition, we provide special counsel services, including serving as labor and employment counsel, to other cities and towns, special districts, housing authorities, regional transit authorities and state agencies.



Levin Papantonio | levinlaw.com

Levin Papantonio is a nationally recognized litigation firm that has built a reputation on its willingness to litigate to verdict complex disputes against some of the world's largest companies. The firm routinely litigates cases that require thousands of attorney hours and millions in expenses.



Baron & Budd | baronandbudd.com

Baron & Budd, PC was founded in 1977 and has offices in Dallas, Austin, Baton Rouge, New Orleans, Los Angeles and San Diego. Baron & Budd is one of the largest and most accomplished plaintiffs' law firms in the country.



Greene Ketchum | greeneketchum.com

Greene, Ketchum, Farrell, Bailey & Tweel LLP is considered one of the most experienced regional firms in the fields of medical malpractice and coal mining accidents. Greene Ketchum played a prominent role in the financing and litigation of thousands of asbestos cases over the past 30 years. Their skilled advocacy has returned millions of dollars in verdicts for their clients in both trial settings and settlements.



McHugh Fuller | mchughfuller.com

McHugh Fuller Law Group, established in 2006, is a trial firm that specializes in complex litigation and trials in the health and medical fields. The firm functions as an elite trial team made up of experienced litigators and legal writers. The attorneys at McHugh Fuller have tried hundreds of cases, obtaining multi-million-dollar verdicts in courts throughout the country.



Hill Peterson | hpcbd.com

Founded in 1980, Hill, Peterson, Carper, Bee & Deitzler has extensive legal experience along with a broad network of resources to undertake a wide variety of complicated claims including, but not limited to Mass Torts and Class Action Litigation, Defective Drug Litigation, and Opioid Distribution Liability.



Powell & Majestro | powellmajestro.com

Founded in 2002, Powell & Majestro has been a premier resource for clients who want experienced, dynamic legal representation. The firm handles complex litigation including the representation of individuals and others who are victims of consumer fraud or are injured by defective products. Powell & Majestro attorneys are nationally recognized for their work in serious injury claims and have successfully tried numerous civil cases to verdict in state and federal courts.

MULTI-DISTRICT LITIGATION (MDL)

In December 2017, the cases brought against opioid manufacturers and distributors were consolidated in front of Judge Dan Polster in the Northern District of Ohio into a multi-district litigation ("MDL"). The MDL process permits the temporary transfer of civil lawsuits to one district court for pretrial consideration and/or consolidation. This creates efficiency and consistency by reducing the risk of contrary legal opinions and by allowing for coordinated discovery.

OUR TEAM HOLDS FIVE KEY LEADERSHIP POSITIONS IN THE MDL

Our legal team led the way toward the creation of the MDL, in the best interests of our clients. The benefits to our clients include consistency in the legal rulings and opinions of the presiding judge, an efficient and coordinated discovery process, and lower costs by preventing redundant and repetitive efforts from being made at the county's expense.

FOUR THINGS THAT SEPARATE OUR CONSORTIUM FROM OTHER FIRMS AND GROUPS:

1. Pioneers of the Wholesale Distributor Litigation

Our Consortium was the first to pursue litigation against the wholesale distributors on behalf of municipalities and filed the motion seeking formation of an MDL proceeding on behalf of the other public entity clients we represent.

Being the first to litigate these cases on behalf of counties and cities also means we have the most experience developing crucial evidence and litigating the common arguments being made by defendants. We have already conducted an in-depth investigation into the facts giving rise to potential liability of the opioid manufacturers and distributors and are already engaged in focus groups and mock trials to test trial strategy and defenses.

2. Our MDL Leadership

The six national law firms that comprise our legal team are considered giants in the MDL world and between them have been actively involved in most every major mass tort litigation since the days of asbestos. Between our six firms we have 28 lawyers across the country currently working full-time on this project, with an additional 200 attorneys and hundreds of support staff at our disposal.

This experience, combined with our extensive client list, our opioid litigation experience, and our stature within the MDL community has led to us receiving five of the twenty-two leadership roles on the Opioid MDL including Co-Lead Counsel (Paul Farrell, Greene Ketchum), Co-Liaison Counsel (Troy Rafferty, Levin Papantonio), and three Plaintiff's Executive Committee positions (Peter Mougey, Levin Papantonio; Roland Tellis, Baron & Budd; Mike Fuller, McHugh Fuller). This is an incredible benefit to our clients, ensuring that their community's cries for help are heard.

3. Former DEA and Exclusive Preeminent Witnesses

60 Minutes has aired several exposes that have highlighted the nefarious conduct of the pharmaceutical distributors and featured interviews of former DEA agents that have been retained by our Consortium under agreements that they testify exclusively for our group. (*The Whistleblower*, *Redemption*, 10/15/17).

Additionally, we have retained many of the country's preeminent experts in the fields of addiction medicine, pain management, epidemiology, public health, urban and rural blight, the economics of addiction, and others (e.g. Presidents of Medical Schools, Universities, and Pharmacy Schools, as well as the heads of several governmental agencies), many of whom have published extensively on the subject of the opioid epidemic. These experts will help determine the amount needed to implement a strategic plan that will compensate your community for past and ongoing damages.

4. Experienced Trial Lawyers

The members of our Consortium are all trial law firms with unmatched experience in pharmaceutical litigation. Unlike many firms, we are staffed, experienced, and able to take our clients' cases to trial, if the need arises. No matter the case, no matter the client, we will do what's best for each of them, whether that's taking the case to trial or negotiating a settlement.

**OUR LEGAL TEAM WAS NOT CREATED
SIMPLY TO WIN A SMALL BATTLE,**

we have created a team, a partnership, that is made to win the war, and it is a war that must be waged on the opioid crisis and those that fuel it and profit from it. **We must hold the perpetrators of this crisis accountable and begin to rebuild our communities that have been ravaged by these drugs.**

AN INDUSTRY CREATED EPIDEMIC

The manufacturers and distributors of prescription opioids have created this opioid epidemic by generating a population that is physically and psychologically dependent on opioids (the demand) and conspiring to provide floods of prescription opioids which are not medically necessary and will ultimately become available for illicit use or sale (the supply).

These manufacturers and distributors have been repeatedly investigated and sanctioned by regulators for abdicating their legal duties. For example, within the last several years alone, the largest opioid distributors in the nation, as well as certain manufacturers, have been fined hundreds of millions of dollars for their failure to report suspicious orders to the DEA and prevent diversion of these dangerous drugs. Many of these same defendants have been subject to prior litigation by states and counties arising out of the prescription opioid crisis.

However, the fines and prior litigation have not stopped the flood of opioids into our communities and have provided little - if any - relief to our communities.

For years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while funneling millions of pills into our communities.

MANUFACTURERS AND DISTRIBUTORS ARE RESPONSIBLE – THEY KNEW!

WHO ARE THE MANUFACTURERS?

- Purdue Pharma
- Endo Health Solutions
- Janssen Pharmaceuticals
- Mallinckrodt
- Cephalon
- Actavis
- Insys Therapeutics
- Teva Pharmaceuticals

WHAT DO THEY MANUFACTURE?

- Oxycodone
- Hydrocodone
- Fentanyl

WHO ARE THE DISTRIBUTORS?

The “Big Three”

- McKesson Corporation
- Cardinal Health
- AmerisourceBergen Drug Corp.

OTHER WHOLESALE DISTRIBUTORS

- Miami-Luken
- Masters Pharmaceuticals

PHARMACY DISTRIBUTORS

- Wal-Mart
- CVS
- Walgreens
- Rite Aid

OPIOID DISTRIBUTION SYSTEM – THE DISTRIBUTORS’ AND MANUFACTURERS’ RESPONSIBILITY TO PREVENT DIVERSION

To understand why these companies are liable for the epidemic that is crippling our country, it is helpful to know how the system of drug distribution is designed to work.

1970 CONTROLLED SUBSTANCES ACT (CSA)

Congress enacted this law to create a “closed system” for the distribution of controlled substances and designed to prevent diversion of legally produced substances into illicit markets. This act stripped the manufacturers of the ability to sell directly to retailers and created a link in the distribution chain between Big Pharma and pharmacies.

With this act, distributors and manufacturers became legally bound to identify, investigate, and report suspicious orders of opioids to authorities. These distributors and manufacturers have access to nonpublic data showing the volume and pattern of opioid sales nationwide and have a legal duty to spot and report red flags in the distribution chain to authorities and to halt suspicious orders before shipment.

These pharmaceutical companies are supposed to serve as the gatekeepers – the watch dogs – for preventing opioid abuse. However, for years, the distributors and manufacturers of prescription opioids have failed to report or halt suspicious orders, while continuously funneling millions of pills into communities.

Distributors and manufacturers of opioids systematically and fraudulently violated their statutory duties to prevent diversion of their drugs and to notify the DEA of suspicious orders. Through their scheme, the distributors and manufacturers of opioids repeatedly engaged in unlawful sales of painkillers, which, in turn, artificially and illegally increased the annual production quotas for opioids allowed by the DEA. In doing so, the manufacturers and distributors allowed hundreds of millions of pills to enter the illicit market, allowing them to generate obscene profits.

THE DISTRIBUTOR

The pharmaceutical distributors are the first line of defense and are supposed to play the role of “beat cops” in preventing the flow of controlled substances to illegitimate uses that can lead to abuse, addiction and blight.

Distributors are legally required to be on alert for suspicious orders by pharmacies – such as unusual size, frequency, or pattern – and to report these to the relevant authorities to be investigated.

**THERE ARE
OVER 800 REGISTERED
WHOLESALE DISTRIBUTORS
IN THE UNITED STATES.**



**BUT THREE FORTUNE 500 COMPANIES
OWN 85% OF THE MARKET SHARE:**

 **Cardinal Health**

 **Amen sourceBergen**

 **McKESSON**
Empowering Healthcare



**EACH COMPANY
GENERATES OVER
\$100 BILLION IN
REVENUE ANNUALLY.**

Rather than controlling the flow of pills and alerting authorities to suspicious orders, the distributors have chosen to abuse their privileged position, lining their pockets by shipping massive quantities of drugs to pharmacies and dispensaries. They have breached the very industry standards they helped enact and that has led to our present-day epidemic.

McKesson, Cardinal, and their distributor cronies admit that they are the gatekeepers for preventing opioid abuse, stating: “distributors are uniquely situated to perform due diligence in order to help support the security of the controlled substances. . . and reduce the possibility that controlled substances within the supply chain will reach locations they are not intended to reach.” The distributors make this admission in the Industry Compliance Guidelines they themselves created to comply with legal mandates – and then wholly ignored.

Federal and state laws give cities and counties the means to hold these distributors accountable for their actions and to stop the influx of these powerful drugs.



In January 2017, McKesson, the largest drug distributor in the nation, was fined a record \$150 million by the federal government for its blatant failure to report suspicious orders in violation of federal law. Cardinal Health, another member of the “Big Three” drug distributors, was fined \$44 million for its own failures to report suspicious narcotic orders to the DEA.

THE MANUFACTURER

Manufacturers of controlled substances are under the same legal obligations as distributors to prevent drug diversion and are also required to notify DEA of suspicious orders. But they don't.

In July of 2017, the DEA for the first time sanctioned an opioid manufacturer for failing to report suspicious opioid orders. Pursuant to a memorandum of understanding between manufacturer Mallinckrodt and the DEA, Mallinckrodt paid a \$35 million civil penalty for violating federal laws that mandate suspicious order reporting.

CHARGEBACK SYSTEM/SCHEME

Mallinckrodt was caught operating what is known in the industry as a "chargeback" system. Mallinckrodt sold opioids to a wholesale distributor at a higher than usual price, and then offered the distributor a substantial rebate in exchange for the distributor's downstream customer sales information or "chargeback data". This chargeback data allows manufacturers, like Mallinckrodt, to obtain knowledge of suspicious opioid orders.

The "chargeback" system is not unique to Mallinckrodt. An investigation performed by our Consortium has discovered that this practice is widespread throughout the industry, and that manufacturers have embraced shipping suspicious orders of opioids as an integral part of their business model. Therefore, manufacturers of opioids such as Purdue Pharma, Teva, Endo, Cephalon, and Janssen may also be liable for opioid-related damages.

FALSE AND DECEPTIVE MARKETING CLAIMS

Before the 1990s, generally accepted standards dictated that patients should only use opioids short-term for acute pain. The use of opioids for chronic pain was discouraged or even prohibited due to evidence of patients developing a tolerance to opioids which lead to the serious risk of addiction and other side effects.

WE BELIEVE THAT MANUFACTURERS KNEW THEIR DRUGS WERE ADDICTIVE, BUT AGGRESSIVELY MARKETING THEM FOR THE TREATMENT OF CHRONIC PAIN THROUGH DIRECT AND INDIRECT MARKETING.

In spite of this evidence, opioid manufacturers have conducted, and continue to conduct, marketing campaigns designed to decrease the fear of prescribing opioids and to encourage and persuade doctors and patients that opioids can and should be used for chronic pain. This resulted in opioid treatment for a far broader group of patients who are much more likely to become addicted and suffer other adverse effects from the long-term use of opioids.

Manufacturers have also falsely touted the benefits of long-term opioid use, including the supposed ability of opioids to improve function and quality of life, even though no scientifically reliable evidence to support the manufacturers' claims existed.

**WHERE ARE THEY MAKING THESE CLAIMS?
THEY'RE NOT JUST SELLING ADDICTION QUIETLY IN A
DOCTOR'S OFFICE OR AT A MEDICAL CONFERENCE.
THEY'RE IN YOUR LIVING ROOM, ON YOUR COMPUTER,
AND IN YOUR MAIL. THEY'RE EVERYWHERE YOU ARE.**

**These manufacturers spend
MILLIONS OF DOLLARS
ON PROMOTIONAL
ACTIVITIES AND MATERIALS
that falsely deny or trivialize
the risks of opioids while
OVERSTATING THE BENEFITS
of using them for chronic pain.**

Manufacturers' false representations include:

1. downplayed the serious risk of addiction,
2. created and promoted the concept of "pseudoaddiction" when signs of actual addiction began appearing and advocated that doctors should treat the signs of addiction with more opioids,
3. exaggerated the effectiveness of screening tools to prevent addiction,
4. claimed that it is easy to manage opioid dependence and withdrawal,
5. denied the risks of higher opioid dosages, and
6. exaggerated the effectiveness of "abuse-deterrent" opioid formulations to prevent abuse and addiction.

CAUSES OF ACTION

The conduct outlined above showing the conduct of manufacturers and distributors of opioids supports several claims for damages. We propose filing lawsuits based on public nuisance, false marketing, RICO, and negligence, among other claims. Through these claims we will demand that the mega-corporations who caused this epidemic fund the clean-up efforts.

PUBLIC NUISANCE

Manufacturers and distributors of opioids have created an epidemic within our cities and counties and we will demand that they fund the abatement of this nuisance.

FALSE AND FRAUDULENT MARKETING

Manufacturers of opioids may be held liable for their false and fraudulent marketing activities that have directly led to and exacerbated the opioid epidemic. Claims here include negligent misrepresentation, civil conspiracy, fraud and fraudulent misrepresentation.

RICO (RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT)

Additionally, as more information becomes available on the distribution methods of opioid distributors and manufacturers, it becomes clearer that these entities were working hand-in-hand to maximize their profits at the expense of the health and well-being of American citizens. The federal RICO statute is the perfect tool to hold them accountable for the harm they have caused.

NEGLIGENCE

Finally, distributors and manufacturers also face liability for negligence. Federal regulations require distributors and manufacturers of opioids to be on the lookout for, detect, and report suspicious orders of opioids. Distributors and manufacturers violated industry standards of care by breaching their duty to identify and report suspicious opioid orders to the DEA or other relevant state agencies.

There is no doubt that these violations directly contributed to the opioid epidemic that is running rampant across the nation, and without question, substantial damages have been incurred by cities and counties. These costs should be borne by the negligent distributor and manufacturer defendants.

FOUR IN FIVE NEW HEROIN USERS STARTED OUT MISUSING PRESCRIPTION PAINKILLERS

(Jones CM. Heroin use and heroin use risk behaviors among nonmedical users of prescription opioid pain relievers - United States, 2002-2004 and 2008-2010. Drug Alcohol Depend. 2013 Sept)



POTENTIALLY RECOVERABLE DAMAGES

The companies' known violations of these laws give rise to strong claims for significant equitable and monetary relief. Potentially recoverable damages may include:

1. Money wrongfully paid for opioids through government-payor programs including employee insurance,
2. costs for providing medical care, additional therapeutic and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths,
3. costs for providing treatment, counseling, rehabilitation services,
4. costs for providing treatment of infants born with opioid-related medical conditions,
5. costs for providing welfare or protective services for children whose parents suffer from opioid-related disability or incapacitation, and
6. costs directly associated with law enforcement and public safety relating to the opioid epidemic. Local governments may also be entitled to injunctive relief to prevent further unlawful distribution of these drugs.

DAMAGE MODEL

WHAT IS RECOVERABLE FOR LOCAL GOVERNMENTS?

Our Consortium recommends pursuing a damage model that is aggressive, expansive, and encompasses both retrospective and prospective aspects. Our team of experts will help identify the impact of this crisis on your community.

A successful outcome would include action to address and end the current opioid crisis in addition to compensating your community for its past and ongoing damages resulting from defendants' conduct that caused the current opioid epidemic.

While they are not exact equivalents, good examples of the type of outcomes which we believe would be successful and achievable may be found in the tobacco and the California lead paint litigation. In both cases, governmental entities were awarded damages as well as ongoing relief to combat what was recognized to be a continuing crisis. Members of our Legal Team were instrumental in the tobacco litigation. The tobacco defendants continue to pay damages on an annual basis, totaling over \$200 billion, and the California lead paint defendants have been ordered to fund an abatement fund estimated to be \$600 million to \$1.15 billion in ten California counties and cities, based on the same public nuisance theory at the heart of our Legal Team's proposed case strategy.

Retrospectively, our lawsuit will seek to recover the funds that your community has already spent addressing the crisis. This will include funds spent on obvious and direct expenses, including:

- EMS and other first responders
- Drugs such as Naloxone (Narcan)
- Medical Examiner expenses
- Public Hospital expenses
- Increased law enforcement expenses
- Drug courts
- Increased jailing expenses
- Substance abuse programs (including education, prevention, and treatment)
- Increased expenses due to Child Welfare and Dependency docket associated with child welfare.

Prospectively, our lawsuit will ask (and then answer at trial) the question:

"What will it take to put your community and its citizens back into the position it was in before the opioid crisis began - how much will it cost to clean up the mess?"

There is no doubt that the target defendants in this litigation have created a public nuisance within your community and we will demand that these defendants foot the bill for abating that nuisance.

Our Consortium generally envisions an abatement fund covering three broad areas.

First, we believe funding for education is essential. It is important that we get into the school systems and ensure that children understand that the pills in their parent's cupboards are just as dangerous as a heroin needle. They also need to understand that if a needle goes into their arm one time, it won't be the last.

Second, funding is needed to support law enforcement and jailing so that the community can stay safe while your community works to addressing this crisis.

Third, and likely most importantly, to truly have a chance at rehabilitating the community funding is needed for healthcare and additional addiction recovery facilities that will help put an end to the cycle and plague of addiction. This will require extensive resources - and deservedly so.

**NO UP-FRONT COSTS
OUR CONSORTIUM WILL FRONT
ALL COSTS OF THE LITIGATION.
OUR CLIENTS PAY NO FEE
UNLESS WE RECOVER.**



SEVERITY OF THE OPIOID EPIDEMIC

Now that we know who and what created this epidemic, we need to understand how bad it is.

The Manufacturers' and Distributors' efforts have been wildly successful. Opioids are now the most prescribed class of drugs.

GLOBALLY, OPIOID SALES GENERATED
\$11 BILLION IN REVENUE
FOR DRUG COMPANIES IN 2010

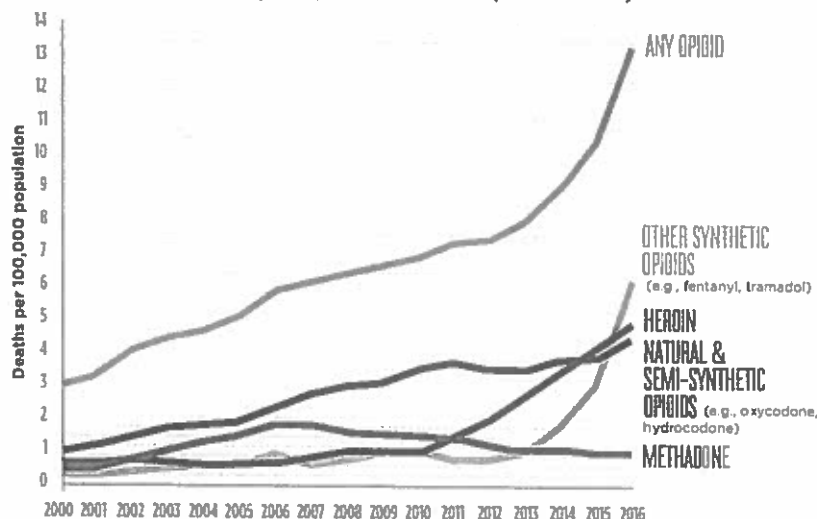
SALES IN THE UNITED STATES
EXCEEDED \$8 BILLION
IN REVENUE ANNUALLY SINCE 2009

In an open letter to the nation's physicians in August 2016, the then-U.S. Surgeon General expressly connected this "urgent health crisis" to "heavy marketing of opioids to doctors . . . [m]any of [whom] were even taught – incorrectly – that opioids are not addictive when prescribed for legitimate pain."

This epidemic has resulted in a flood of prescription opioids available for illicit use or sale and a population of patients physically and psychologically dependent on them. **When those patients can no longer afford or obtain opioids from licensed dispensaries, they often turn to the street to buy prescription opioids or even non-prescription opioids, like heroin.**

OVERDOSE DEATHS INVOLVING OPIOIDS

by Type of Opioid, United States (2000-2016)




(CDC/NCHS, National Vital Statistics System, Mortality. CDC WONDER)

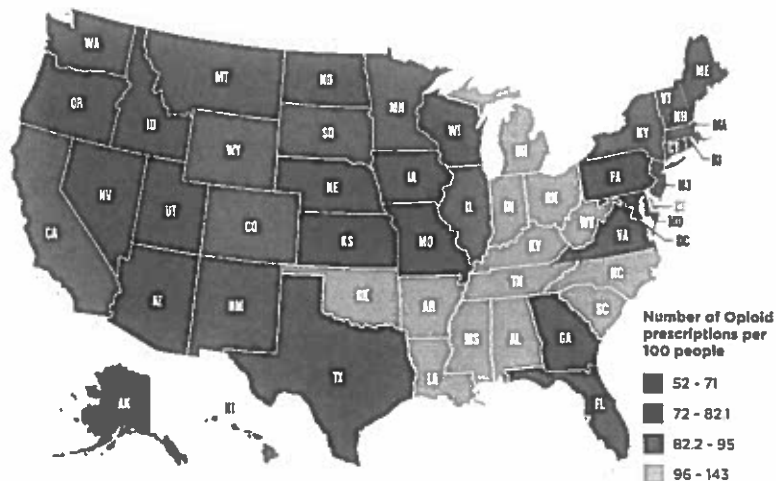


According to the Massachusetts Department of Health, **more than 5 people die each day** from confirmed opioid-related causes.

LIKE BIG TOBACCO, BIG PHARMA HAS ABSOLUTELY HAMMERED MASSACHUSETTS COMMUNITIES WITH A CONSTANT FLOOD OF OPIATES.

OPIOID PRESCRIBING

- We are experiencing the consequences of 25+ years of prescribing more opioids at higher doses.
- Between 1991 and 2016 sales of these prescription drugs have **QUADRUPLED**.
- During 2015, an estimated **12,462,000 PERSONS**  aged 12 years or older in the U.S. misused prescription pain relievers in the past year.




(SOURCE: IMS, National Prescription Audit (NPA), 2012)

SOME STATES HAVE MORE OPIOID PRESCRIPTIONS PER PERSON THAN OTHERS BUT EVEN THE LOW AREAS HAVE OVER 50 PRESCRIPTIONS PER 100 PEOPLE.

DRUG ADDICTION AND OVERDOSE DEATHS

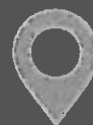
Prescription drug addicts are normal people. They're our neighbors, our children, our parents, our friends. The harsh reality is that anyone who takes prescription opioids can become addicted to them. **In fact, as many as one in four patients receiving long-term opioid therapy in a primary care setting struggles with opioid addiction as a result.** And once addicted, it can be hard to stop.

- Between 1999-2013 opioids claimed 175,000 lives and the sales of these prescription drugs have quadrupled.
- This pales in comparison to the **42,249 DEATHS IN 2016 ALONE.**  This is 5x higher than in 1999 - and it continues to grow - destroying lives, families, and communities. (CDC, Prescription Drug Overdose data)

- Each day **MORE THAN 1,000** people are treated in emergency departments for misuse of opioids.

A HIGH COST TO OUR COMMUNITIES

In the United States, prescription opioid abuse costs are about \$55.7 billion annually. (CDC, Prescription Drug Overdose data)



Half of Massachusetts' counties have been designated as **High Intensity Drug Trafficking Areas**, facilitating the flow of drugs from Canada to New York City.

KEY ATTORNEYS



Paul Farrell | Plaintiffs' Co-Lead Counsel - National Prescription Opiate Litigation MDL

Paul Farrell, Jr. is a trial lawyer and partner at Greene, Ketchum, Farrell, Bailey & Tweel LLP. Mr. Farrell filed the first cases in the country on behalf of public entities against the wholesale distributors of prescription opiates in southern West Virginia and is focusing his efforts to abate the nationwide opioid epidemic. Mr. Farrell is recognized as a premier trial lawyer in the field of medical malpractice and appellate advocacy, making some thirty appearances before the West Virginia Supreme Court.

Mr. Farrell filed some of the first transvaginal mesh (TVM) cases in the country and served as liaison counsel on the executive committee for the 7 Pelvic Repair System Products Liability MDLs in Charleston, West Virginia. These MDLs consolidated 80,000 cases and resulted in several multi-million dollar jury verdicts. Mr. Farrell served as trial counsel for the TVM litigation, successfully trying two bellwether cases to verdicts in excess of \$20 million.



Peter Mougey | Plaintiffs' Executive Committee - National Prescription Opiate Litigation MDL

Peter J. Mougey is a partner and head of the Securities & Business Litigation Department with Levin Papantonio. Mr. Mougey has 20 years of experience successfully litigating complex, high-profile cases including financial fraud, corporate misconduct, business torts, and securities fraud. He has represented hundreds of governmental entities, including cities, counties, pension plans, public utilities, and hospitals in addition to more than 2,500 individual victims of financial fraud.

Mr. Mougey has both an undergraduate degree in finance and an MBA with extensive experience in financial and mathematical modeling and quantitative analyses in support of complex litigation. He has taken dozens of cases to verdict in various forums. In addition, Mr. Mougey has served as counsel in a number of both class and derivative actions. He is routinely asked to lecture on all aspects of his complex litigation practice and regularly quoted in the national press. In addition, Mr. Mougey consults on various cases for governmental agencies and regulators.



Mike Fuller | Plaintiffs' Executive Committee - National Prescription Opiate Litigation MDL

Mike Fuller, of McHugh Fuller, has extensive experience in nursing home, medical malpractice and criminal prosecutions and trials. He has worked with a top national law firm and the Hillsborough County State Attorney's Office in Florida, and he has litigated and tried numerous cases to verdict in jurisdictions nationwide. Part of his educational process was spent working in the White House as an intern involved with Presidential Correspondence, providing a wealth of experience with citizens, legislators, and diplomats across the United States. Mr. Fuller currently serves on the Plaintiff's Executive Committee in the National Prescription Opiate Litigation MDL.



Roland Tellis | Plaintiffs' Executive Committee - National Prescription Opiate Litigation MDL

Roland Tellis' practice at Baron & Budd focuses on complex, high-profile litigation, including consumer class actions, financial fraud, business torts, corporate misconduct, automobile defect, food labeling, false advertising, securities fraud, and environmental contamination.

He holds leadership roles in numerous multi-state, complex class action cases, including *Bias v. Wells Fargo Bank*, a certified nationwide RICO class action involving millions of mortgage loans that settled for more than \$50 million; *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, a multi-state class action in the process of settling with values and fines totaling in the billions of dollars, involving hundreds of thousands of vehicles equipped with "defeat devices" designed to evade emissions laws; and *In re: Takata Airbag Products Liability Litigation*, which has received preliminary approval for a settlement valued at \$553 million.



Troy Rafferty | Plaintiffs' Co-Liaison Counsel - National Prescription Opiate Litigation MDL

Troy Rafferty is a shareholder at Levin Papantonio. He litigates mass tort, pharmaceutical, and major personal injury cases throughout the country.

Mr. Rafferty has been appointed to handle some of the nation's largest pharmaceutical and mass tort cases. He has been appointed to serve on many Plaintiffs' Steering Committees including the national Vioxx Litigation which resulted in a \$4.7 billion settlement and the national Zyprexa Litigation which resulted in a \$700 million settlement. Mr. Rafferty was also one of the leading attorneys in the national Rezulin Litigation. He and his partner obtained a \$40 million judgement for a woman who took this diabetes drug. Mr. Rafferty has successfully tried numerous complex pharmaceutical cases throughout the country.



Thomas Merrigan

Hon. Thomas T. Merrigan (Ret.) is a partner in Sweeney Merrigan Law, LLP. In addition to his strong background as a litigator, he also brings twelve years of experience as retired First Justice in the Orange District Court, serving from 1990 to 2002, and as an Associate Justice of the Appellate Division of the District Court from 1994 to 2002.

As a recipient of the Warren Burger Award, "Trial Court Judge of the Year," Attorney Merrigan has a rare skill-set when it comes to knowing his way around the court room. During his time on the bench, he received numerous awards and honors for his innovations in court and community collaboration, public trust and confidence in the judiciary and work in substance abuse.

In addition to his leadership as a judge, Attorney Thomas T. Merrigan is also recognized by the legal community as a dynamic litigator, headlining Massachusetts Lawyer's Weekly as one of the States "Most Powerful" attorneys.



Richard Sandman

Richard M. Sandman is co-owner and Managing Partner of Rodman, Rodman & Sandman, P.C., and has been a practicing attorney for 30 years. Mr. Sandman is nationally recognized in the areas of asbestos litigation, toxic torts, water contamination, and complex product liability claims. He has been involved extensively in tobacco-related litigation, and worked with other personal injury attorneys throughout the country to achieve the national multibillion-dollar settlement with the tobacco industry. He has represented thousands of asbestos claimants nationwide in state and federal courts, earning millions of dollars for his clients. Mr. Sandman has played significant roles in litigations involving defective prescription drugs and other products. Recently, he represented eighty Massachusetts municipalities whose public water supplies had been contaminated by the gasoline additive methyl tertiary butyl ether (MTBE). After six years of litigation, the case settled, resulting in over \$83 million dollars to his clients.



Lauren Goldberg

Attorney Lauren Goldberg, managing partner of KP Law, has over 18 years of public law experience advising clients on general municipal law issues, and particularly with respect to municipal governance, municipal finance and administrative law, including the Public Records Law, Conflict of Interest Law, and Open Meeting Law. Attorney Goldberg assists numerous client towns in connection with all aspects of Town Meeting, including assisting with preparation of warrant articles, attending pre-meetings with Town officials, advising as to parliamentary procedure, and representing Towns at Town Meetings. She has extensive experience reviewing, drafting, and revising municipal charters, ordinances and bylaws, and assisting municipal clients in interpreting and



Mark R. Reich

Attorney Mark Reich, shareholder with KP Law, has 25 years of experience in municipal law. He specializes in environmental law, contract and construction law, board of health regulation and enforcement, and general municipal law. Attorney Reich is also an experienced litigator representing municipal boards, public agencies, and officials in state and federal courts and before administrative agencies on environmental and contracting issues.

In the area of general municipal law, Attorney Reich serves as the primary contact for several cities and towns. In this capacity, he advises in the areas of Open Meeting Law, Public Records Law, Town Meeting, and City and Town Council meetings; drafting special legislation; and analyzing and interpreting by-laws, ordinance, and charters.



Peter Merrigan

Peter M. Merrigan is a partner at Sweeney Merrigan Law, LLP. Named a 2015 and 2016 "Top 40 Under 40 Trial Attorney" and a 2015 "Rising Star" according to Super Lawyers, Mr. Merrigan has a reputation for producing exceptional results on behalf of his clients by way of negotiation, mediation, arbitration and trial. He is admitted to practice in the Commonwealth of Massachusetts and focuses on Motor Vehicle Accidents, Personal Injury, Maritime accidents, Wrongful Death, Defective Products, Slip or Trip and Fall incidents, Insurance Disputes, and General Liability accidents.



Jonathan M. Silverstein

Attorney Jonathan Silverstein, shareholder with KP Law, has more than 20 years of experience counseling clients on general municipal law, including municipal finance, conflict of interest, public records and Open Meeting Law, as well as licensing, land use, real estate, zoning, contracts and permitting.

Jonathan has represented clients in a broad range of cases, including land use, civil rights, tort, contract, education, employment, and environmental, before all levels of the Massachusetts and Rhode Island trial courts, the United States District Court (Districts of Massachusetts and Rhode Island), the Massachusetts Appeals Court and Supreme Judicial Court, the Rhode Island Supreme Court, and the United States Court of Appeals for the First Circuit.



Tucker Merrigan

J. Tucker Merrigan is a partner at Sweeney Merrigan Law, LLP. Mr. Merrigan is admitted to practice law in the Commonwealth of Massachusetts. His practice concentrates on cases involving personal injury, defective medical devices, dangerous drugs, wrongful death, premises liability, products liability, medical malpractice, and insurance law.

Mr. Merrigan is currently a member of the American Association for Justice, Massachusetts Academy of Trial Attorneys, the Boston Bar Association, and Massachusetts Bar Association. In both 2015 and 2016, J. Tucker Merrigan was named a Top 40 Under 40 Trial Attorney by National Trial Lawyers. He volunteers as a Big-Brother in the Big-Brother Big-Sister foundation of the greater Boston area.



MOLA

Massachusetts Opioid Litigation Attorneys

SWEENEY
MERRIGAN
LAW LLP



KP LAW
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IN CONJUNCTION WITH:



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TAMARA MITCHELL RUPPERT • PAUL M. FOSTER, P.A.

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Representing the Commonwealth

greeneketchum.com

HPCB & D

Hill, Peterson, Carper,
Bee & Deitzler, PLLC

hpcbd.com

MEMO

March 14, 2018

To: Stuart Beckley – Town Manager

From: Nancy Talbot – Town Clerk

Subject: Warrant for Annual Town Election April 9, 2018

Attached you will find the warrant for the Town Election in April. I have put the polling hours at 7 AM to 8 PM as in the last few years the Board voted to have the polling hours be the same as State Elections, even though the Board can set a different opening time (as long as the polls open prior to noon).

I have made 7 copies (for the 4 members, Town Manager and Executive Assistant and one for the BOS Agenda/Meeting Files of March 20, 2018). The original is to be returned to me, once signed, and in order for the Constable to post in the places needed to meet the bylaw requirements 7 days prior to the election.



TOWN OF WARE

WARRANT FOR ANNUAL TOWN ELECTION TOWN OF WARE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

Greetings:

To any of the Constables of the Town of Ware in said County:

In the name of the Town of Ware, you are hereby required to notify and warn all of the Inhabitants of the Town of Ware, Precincts A, B, & C, qualified to vote in the election of Town officers, to meet at the Town Hall, 126 Main St., on Monday – April 9, 2018, then and there to act on the following:

ARTICLE 1. To choose by ballot Two (2) Selectmen for Three Years, One (1) Moderator for Three Years, Two (2) School Committee Members for Three Years, One (1) Board of Assessor for Three Years, One (1) Board of Health for Three Years, One (1) Cemetery Commissioner for Three Years, One (1) Cemetery Commissioner for a Two Year Unexpired Term, One (1) Park Commissioner for Three Years, One (1) Planning Board Member for Five Years, and One (1) Ware Housing Authority Member for Five Years.

and the following questions:

Question # 1:

Shall this Town adopt the following by-law?

TOWN COUNSEL SUMMARY:

General Laws Chapter 94G, Section 3, allows towns to approved By-Laws prohibiting the operation of certain marijuana establishments. The proposed By-Law would prohibit the establishment of Marijuana Retailers in Ware, such retailers being defined in G.L. c94G, §1 as “. . ., an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana

products to marijuana establishments and to consumers.” If passed, the proposed By-Law would not prohibit any other type of marijuana establishments such as marijuana cultivators, marijuana testing facilities, marijuana product manufacturers or medical marijuana establishments. Further the proposed By-Law would not be effective until and unless it is also passed by Town Meeting vote.

By-Law:

The operation of Marijuana Retailers, as defined in M.G. L. c, 94G, §1, is prohibited in the Town of Ware.

YES

NO

Question # 2:

Shall the Town of Ware be allowed to assess an additional \$1,000,000.00 in real estate and personal property taxes for the purposes of funding the Road Repair Stabilization Fund for the fiscal year beginning July 1, 2018?

YES

NO

The polls will be open from seven AM in the forenoon until eight o'clock in the evening.

And you are further directed to serve up this warrant by posting attested copies at the Ware Town Hall and at the Post Office and by publishing on the Town of Ware website and attested copy of this warrant at least seven (7) days before such meeting and to make due return of this warrant with doings thereon, to the Town Clerk of Ware on or before the time of said meeting.

Given under our hands, this 20th day of March, 2018.

Nancy J. Talbot – Chairman

Alan G. Whitney – Vice Chairman

John E. Carroll – Member

Michael P. Fountain – Member

Tracy R. Opalinski – Member

Hampshire, ss.

By virtue of this warrant, I have posted attested copies at the Town Hall and at the Post Office and have caused to be published one attested copy on the Town of Ware website.

Constable of Ware, Massachusetts

Date: _____



TOWN OF WARE, MASSACHUSETTS
OFFICE OF THE TOWN CLERK

126 MAIN STREET, STE. F, WARE, MASSACHUSETTS 01082

NANCY J. TALBOT
TOWN CLERK

March 14, 2018

Board of Selectmen
126 Main St.
Ware, MA 01082

Dear Board Members:

I am in receipt of the resignation letter from Cindy Wloch, a member of the Council on Aging. Her resignation did not have an effective date, but I believe that her intent was that it be immediately.

Her term of appointment was to expire on June 30, 2020.

Sincerely,


Nancy J. Talbot
Town Clerk

cc: Council on Aging
Resignation File 2018

t/

March 14, 2018

Board of Selectmen
126 Main St.
Ware, MA 01082

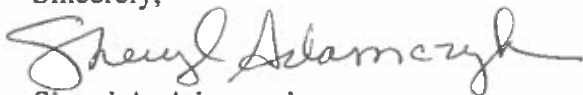
Dear Board Members:

I am requesting reappointment as a member of the Board of Registrars for the Town of Ware as my term will expire on March 31, 2018. This is a three year appointment under statute, expiring on the 31st of March.

I have served several years in this capacity and believe I am capable of the duties required to be a member of this board.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading "Sheryl A. Adamczyk".

Sheryl A. Adamczyk
9 1st Avenue
Ware, MA 01082



TOWN OF WARE, MASSACHUSETTS
OFFICE OF THE TOWN CLERK

126 MAIN STREET, STE. F, WARE, MASSACHUSETTS 01082

NANCY J. TALBOT
TOWN CLERK

March 15, 2018

Board of Selectmen
126 Main St.
Ware, MA 01082

Dear Board Members:

Please find attached the listing of election workers to be appointed by the Board of Selectmen for the 2018 elections.

These individuals will work under my direct supervision as the Chief Elections Officer for the Town of Ware as they have in the past.

Thank you for your consideration.

Sincerely,



Nancy J. Talbot
Town Clerk

Attachment – 2018 Election Workers List

u/

Note – Elections for the 2018 year will include the Town Election – April 9, 2018, the State Primary – September 4, 2018 and the State Election – November 6, 2018

2018
TOWN OF WARE
ELECTION WORKERS

Merle Allard
Richard Allard
Denise Blodgett
John Carpenter
Kathryn Collins
Linda Dansereau
Kathleen Deschamps
Jane Desjardins
Faith Dulak
Clifford Harris
Susan Harris
Janice Hills
Barbara Holbrook
Jacqueline Korzec
Susan Labarge
Roger Lacoste
Carol Lavallee
Norris Leeman
Rose Marie Leeman
Philip Malboeuf
Therese Malboeuf
Angeline Messier
Laurette Pratt
Diana Rucki
Barbara Seymour
Darlene Shumate
Norma Silloway
John Skutnik
Patricia Skutnik
Sandra Slattery
David Socha
Anna Soos – Staiti
George Staiti
Rebecca Sullivan
Frederick Urban
Elaine Wdowiak
Judith Wypych



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

Name: Workshop 13 Application Date: 2-27-18
Contact Phone: 413-277-6072 Email: info@workshop13.org
Effective Date(s) of License: 3/30/2018 FRIDAY
Hours of Service (In conformity with MGL): 5-10³⁰pm
Event (describe activities): Ware Community Theatre
Anticipated Attendance: 80
Sponsoring Organization: _____

For Profit: ☐ Beer & Wine (only) Non Profit: All Alcoholic ☐ Beer & Wine ☒

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

Names of All Servers (bartenders) for this event: LISA D. MAIZIO / Pat Landreau

Estimated Number of Attendees: 80
Crowd Control Manager: Roc Landreau

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby
Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Lisa D. Maizio
Social Security # or Federal I.D.#: _____

Fire Inspection

Date: 12/18/17 to 12/31/18

Building Inspection

Date: 12/18/17 — 12/31/18

Date Received: 2/27/2018

Insurance Certificate: EFFECTIVE TO
7/1/2018

Application Fee: \$30

Action Taken: ☒ Approved ☐ Denied

Date: 02/27/2018

Police Chief Review and Action

Shawn C Crevier

Shawn Crevier, Police Chief

2018-9



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

Lisa
413-896-6812

Name: Workshop 13 Application Date: 2/27/18

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

Effective Date(s) of License: 4/13/18

Hours of Service (In conformity with MGL): 6³⁰ - 10³⁰ pm

Event (describe activities): Heart Collectors Singer / Songwriter

Anticipated Attendance: 90

Sponsoring Organization: _____

For Profit: ☐ Beer & Wine (only) Non Profit: ☒ All Alcoholic ☐ Beer & Wine ☒

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

Names of All Servers (bartenders) for this event: Lisa D Manzio / Pat Gaudreau

Estimated Number of Attendees: 90

Crowd Control Manager: Roe Gaudreau

I have received, and agree to abide by, all regulations of the Board of Selectmen. Furthermore, pursuant to MGL Chapter 52C, Section 49A, I hereby Certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and all state taxes required under law.

Signature of Applicant: Lisa D Manzio

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

Fire Inspection

Date: 12/18/17 TO 12/31/18

Building Inspection

Date: 12/18/17 TO 12/31/18

Date Received: 2/27/2018

Insurance Certificate: EFFECTIVE TO
7/9/18

Application Fee: \$ 30

Action Taken: ☒ Approved ☐ Denied

Date: 02/27/2018

Police Chief Review and Action

Shawn C Crevier
Shawn Crevier, Police Chief

2018-10

March 5, 2018

To:
Board of Selectmen
Town of Ware
Ware, MA

Trinity Episcopal Church of Ware requests approval to use the Ware Town Hall to sponsor the 2018 Gospel and Jazz Fest, to be held Saturday, April 21st from 6 pm – 10, with set up beginning at 3 pm and cleanup following the event to conclude no later than 11 pm. No food will be served.

All setup and cleanup will be completed by members of Trinity Episcopal Church. The Town of Ware Police Department will be provided with information about the event, and if necessary, to arrange police coverage of the event.

Groups performing include the Amherst College Gospel Choir, the Goodwin Memorial AME Zion Church Choir from Amherst, and the Ware Jazz Band. The 2018 Gospel and Jazz Fest is a fundraising event to benefit the Jubilee Cupboard Diaper Program. There is no charge for the event, however donations will be welcomed to help purchase diapers for families in need in Ware.

Trinity Episcopal Church members are looking forward to sponsoring this event for the community, and we hope the Ware Selectmen will plan to attend.

Respectfully submitted by:

Mrs. Edie Kirk,
Trinity Episcopal Church
Event Coordinator
Cell 636-219-4904

A handwritten signature in cursive script, reading "Edie Kirk", with a horizontal line underneath.

TOWN OF WARE

SPECIAL EVENT PERMIT APPLICATION

(To be posted or made available at event)

Return to: Board of Selectmen, Town of Ware, 126 Main Street, Ware, MA 01082

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

Event Name: 2018 Gospel and Jazz Fest Event Producer: Trinity Episcopal Church, Ware

Primary Contact Information:

Primary Contact Name: Edie Kirk ediekirk@comcast.net
Fax: _____

Non-Profit Organization / Event: Yes No _____

Day Phone: _____ Cell Phone: 636 219 4904

E-mail: _____ Website: _____

Event Information:

Event Address / Location: Town Hall, Ware

Starting Date: 4/21/18 Time: 3:00 PM Ending Date: 4/21/18 Time: 11:00 PM

Total attendance expected: 250-300 Rain plan: Same time, same date

List any streets to be closed for special event: _____

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

This event is a fundraiser for the Jubilee Cupboard
Diaper Program. 3-4 Choirs/Bands will perform
in the Town Hall at a free event for the community
of Ware and surrounding areas. All chairs and tables will
be set up and taken down by members of the church. Parking
will be coordinated by members of the church. No food will
be served. Rehearsal will begin at 3 pm. The event will start
at 5⁴⁵ pm and end by 10 pm.

1. Edie Risk, a representative from Trinity Episcopal Church, Ware, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Ware Town Hall located at 126 Main Street, Ware, Massachusetts, for the purpose described above, and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as Gospel and Jazz Fest), in any manner whatsoever shall operate at its own risk on said property of the Town of Ware.

For and in consideration of the use of Ware Town Hall, does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its agents, servants and employees (hereinafter collectively referred to as the "Town"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of Trinity Episcopal Church use of Ware Town Hall. Trinity Episcopal Church further agrees to defend and indemnify and hold harmless the Town from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of Ware Town Hall. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 5th day of March, 2018, on behalf of Trinity Episcopal Church by Edie Risk, its event manager.
X _____ Date: ____/____/____
Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

****This application packet (the checklist and the permit application) must be brought in person to each department for sign-offs – Parks & Recreation MUST be approved first. Once all sign-offs have been received, this application packet must be returned to the Town Manager's Office for final approval by the Board of Selectmen. ****

Review & Submission for Sign –Offs Provided By Departments

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

Parks & Recreation	<u>N/A</u>	Date: _____
Health Department	<u>Patty Gaudin</u> <u>NO FOOD BEING SERVED</u>	Date: <u>3/6/18</u>
Department of Public Works	<u>David Sullivan</u>	Date: <u>3-6-2018</u>
Building Inspections	<u>[Signature]</u>	Date: <u>3-9-2018</u>
Fire Department	<u>[Signature]</u> <u>ALL FIRE EXITS WILL BE MAINTAINED CLEAR OF OBSTRUCTIONS</u>	Date: <u>3-5-18</u>
Police Department	<u>[Signature]</u>	Date: <u>03-06-18</u>
		# of Officers (if applicable) _____

TRINITY EPISCOPAL CHURCH

PO BOX 447
17 PARK STREET
WARE, MA 01082-0447
413-967-6100

Country Bank for Savings
WARE, MA 01082-2003
53-7098/2118

6209

3/2/2018

PAY TO THE
ORDER OF Town of Ware

\$ **260.00

Two Hundred Sixty and 00/100*****

DOLLARS

Town of Ware

PROTECTED AGAINST FRAUD

Security Deposit April 21, 2018

Jane A. Sterndale

⑈006209⑈ ⑆211870980⑆ 88 0092655⑈

TRINITY EPISCOPAL CHURCH

Town of Ware

3/2/2018

6209

Janitor Fee April 21
Use of Town Hall /Gospel Fest

60.00
200.00



FP-006
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Ware



PERMIT

City or Town: Ware

Date: April 21, 2018

Permit Number (if applicable): _____

DIG SAFE NUMBER

Start Date: _____

In accordance with the provisions of M.G.L. Chapter 148, as provided in 10A this permit is granted
to Trinity Church
(Full Name of Person, Firm or Corporation)

for JARR + Gosp. Fest

Restrictions: must conform to all MGL's + CMA's
at Ware Town Hall 126 Main St
(Street and # or Describe Location for Adequate Identification)

Fee Paid \$ _____ This permit will expire on April 21 2018 11:00pm

Signature of Official Granting Permit: [Signature] Title Fire Chief

➡ This permit must be conspicuously posted upon the premises ⬅

TOWN OF WARE

SPECIAL EVENT PERMIT APPLICATION

(To be posted or made available at event)

Return to: Board of Selectmen, Town of Ware, 126 Main Street, Ware, MA 01082

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

Event Name: Eggstravaganza Event Producer: Friends of the Ware Dog Park

Primary Contact Information:

Primary Contact Name: Brandy Bruss Fax: _____

Non-Profit Organization / Event: Yes ☒ No ☐

Day Phone: 318-349-7161 Cell Phone: 318-349-7161

E-mail: brandybruss123@gmail.com Website: _____

Event Information:

Event Address / Location: Grenville Park 73 Church St.

Starting Date: 3/24/18 Time: 10:00 AM Ending Date: 3/24/18 Time: 2:00 PM

Total attendance expected: 100-150 Rain plan: 3/25/18

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

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

This event is a community event sponsored by the FWDP. It will consist of a dog Easter Egg Hunt & a kid's Easter Egg Hunt. There will be two rescues there to provide info on adoption & wellbeing. Possible Meet & Greet with adoptable pets. Other community involved booths will also be set-up. No more than ten total. This includes a Children's Book Publisher & a children's dental clinic. All dogs must show proof of rabies vaccine & tan tags.

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

I, Brandy Basso, a representative from Friends of the Ware Dog Park, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Grenville Park located at 73 Church St., Ware, Massachusetts, for the purpose described above, and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as FWDP), in any manner whatsoever shall operate at its own risk on said property of the Town of Ware.

For and in consideration of the use of Grenville Park, FWDP does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its agents, servants and employees (hereinafter collectively referred to as the "Town"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of Eggstrawanza use of Grenville Park. FWDP further agrees to defend and indemnify and hold harmless the Town from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of Grenville Park for Eggstrawanza. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 15 day of March, 2018, on behalf of FWDP by Brandy Basso, its President.
X Brandy Basso Date: 3.15.18
Signature of the Agent duly authorized by the Special Event Permit applicant to bind it.

****This application packet (the checklist and the permit application) must be brought in person to each department for sign-offs – Parks & Recreation MUST be approved first. Once all sign-offs have been received, this application packet must be returned to the Town Manager's Office for final approval by the Board of Selectmen.****

Review & Submission for Sign-Offs Provided By Departments

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

Parks & Recreation William Sullivan Date: 3/12/2018

Health Department Wooden's Chuck Wagon Date: 3-9-18 May Metcalf
only find vendor already holds B&H license. Park to provide bathroom

Department of Public Works _____ Date: _____

Building Inspections _____ Date: _____

Fire Department Shirley Date: 3-9-18

Police Department Ware Date: 03/09/2018
Shawn C Crevier

of Officers (if applicable) _____

Eggstravaganza

Egg Hunts | Booth & Vendors | Food |
Grenville Park, Ware, MA | TIME: 11am

SAT, MARCH 24TH

**TWO RESCUE MEET AND GREET. 'FILL
THE TRUCK' W/ PET ITEM DONATIONS.
JEWELRY. FACE PAINTING. CRAFTS.
OVEN MADE PIZZA ON SITE**

**3 EGG HUNTS. SMALL & LARGE DOG +
ONE JUST FOR KIDS!**

****Dog registration 10am-11am. Proof of rabies required
to walk in Small & Large Dog Hunts
Asking for reasonable cash donation in place of Admission Cost****

**FIND OUR EVENT ON FACEBOOK:
Friends of the Ware Dog Park**



PosterMyWall.com

Items can be brought to day of our Egg Hunt to help fill our donation truck! Items will be divided up and donated to the two rescues attending.

Destiny Road Animal Rescue

Rainbow Rescue

Grain Free Treats	1	Hay and Shavings
Grain Free Dry Dog Food	1	Peanut Butter
Adult dog toys such as nylabone products, go dog products, split Elk antlers, chuck it balls	3	Dog Food-Blue Seal Natural 16 preferred but any kind is happily accepted (we also supply pet food to families in need and to some of the local soup kitchens)
Large White towels & Large white blankets	4	Cat food, small animal food, horse grain-any kinds
Dog bowls and dishes	5	Flea Preventative-Frontline, Advantix, Advantage,
Dog collars & Leashes -widest ones they have -any length is fine	6	Wormer- all kinds for all species- Panacur, Drontal, etc
Shampoo and Conditioner	7	Crates/sheets/bedding/towels
Adaptyl collars & spray	8	Bleach, Laundry Detergent, cleaner, baking soda
Crates & Pads	9	Peroxide, Bag Balm, first aid supplies
	10	Printer/Copier Paper
	11	Gas cards, gift cards to Tractor Supply or Westfield Feed
	11	Folders-all kinds: manila, hanging, file folders