



## **Board of Selectmen**

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

## **Regular Meeting Notice Agenda – Tuesday, May 29, 2018 at 7:00 p.m.**

### **Meeting Opened**

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

### **Consent Agenda**

- Approval of Minutes of April 17, 2018 and May 2, 2018 and May 8, 2018
- Special Event Permit Application: Holy Cross Church Picnic/Bazaar, Sunday, June 10, 2018 and Sunday, November 11, 2018
- Special Event Permit Application: Ware Lions Club Band Concert & Fireworks, Saturday, June 30, 2018
- Application: One-Day Liquor License, Workshop 13, Friday, June 15, 2018

### **Scheduled Appearances**

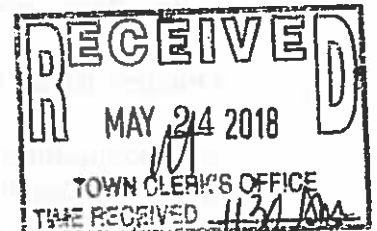
- Main Street Design Update

### **Old Business**

- Request to Reconsider Vote of May 8, 2018 – Sewer Abatement Application, 50 East Street
- Grove Street
- Water Tests
- Town Manager Evaluation
- Cost Analysis for Monthly Brush Drop-Off

### **New Business**

- Appointment of Permanent Sergeant: Christopher Adams
- Release of First Refusal – River Road
- Resignation: Phil Hamel, Town Flag Committee
- Authorization of Signature of Opioid Lawsuit Agreement
- Senior Citizen/Veteran Tax Work Off Program
- Discussion RE: Monthly Postings to the Town website for all Boards/Commissions' Meeting Minutes
- Approval of PILOT, Melink LLC



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

### **Town Manager Report**

### **Adjournment**

**Executive Session: MGL Chapter 30A, Section 21(a) #2 Negotiations, #6 Real Property**

*The next Board of Selectmen meeting will be held on Tuesday, June 5, 2018 at 7:00 p.m.*



## **Board of Selectmen**

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

### **Regular Meeting Minutes**

**Tuesday, April 17, 2018 at 7:00 p.m.**

**Present:** Selectman John E. Carroll, Selectman Michael P. Fountain, Selectman Keith J. Kruckas, Selectman Tracy R. Opalinski, Selectman Alan G. Whitney

**Meeting Opened by Selectman Alan Whitney**

### **Reorganization of the Board of Selectmen**

**Mr. Beckley accepted nominations for Chairman of the Board of Selectmen:**  
Selectman Opalinski nominated Selectman Whitney; the nomination was not seconded.

Selectman Fountain nominated Selectman Carroll; Selectman Kruckas seconded the nomination. The vote was 4 Yes, 1 No (Selectman Opalinski). Selectman Carroll is now Chairman.

**Mr. Beckley accepted nominations for Vice-Chairman of the Board of Selectmen:**  
Selectman Carroll nominated Selectman Whitney; Selectman Fountain seconded the nomination. The vote was 5 Yes, 0 No. Selectman Whitney is now Vice-Chairman.

**Mr. Beckley accepted nominations for Clerk of the Board of Selectmen:**  
Selectman Carroll nominated Selectman Opalinski; Selectman Whitney seconded the nomination. The vote was 5 Yes, 0 No. Selectman Opalinski is now Clerk.

**Opening Remarks, Announcements, and Agenda Review by Chair - none**

### **Commendations of Nancy J. Talbot and Peter D. Harder**

Chairman Carroll read the commendation for Mr. Harder's 24 years' service as an Assessor; the Board of Selectmen congratulated and thanked Mr. Harder.

Chairman Carroll read the commendation for Mrs. Talbot's 12 years' service as a Selectman; Mrs. Talbot was not present.

### **Consent Agenda**

- **Approval of Minutes of March 20, 2018 and April 3, 2018**
- **Approval of One-Day Liquor License: Workshop 13, Sunday, May 6, 2018**

Selectman Whitney made the motion to approve the consent agenda; Selectman Fountain seconded the motion.

Selectman Carroll requested a change to the March 20, 2018 minutes: he objected to the "raised structures" of the proposed plan.

**The motion, as amended, passed on a vote of 5 Yes, 0 No.**

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

Bill Jackson questioned the "raised structures"; Chairman Carroll noted there may be a need for MA DOT approval.

Cathy Cascio noted that someone could sue the town because of hitting the raised structures, the town should be clear with the state rules; Selectman Opalinski noted the town would follow MA DOT standards.

John Desmond congratulated all who ran, and encouraged citizens to stay involved. He questioned the decision to reappoint Stuart Beckley. He noted the election showed the override crushed 5 to 1, and the budget assumed the override would pass. He stated the Board should look at people that work in town who don't live in town, with \$4million leaving the community, and that rings hollow if the Town Manager does not live in town to show commitment. He stated that the Town Manager should look at how to manage resources, expenditures are a problem, and the ambulance situation should be compared to other communities for solutions. He stated that a critical review of all departments and vehicles should be done, and insurance has increased by \$300,000. He stated that the schools and town cannot spend money it doesn't have and the Town needs to get the financial house in order with a true pictures of the finances with detailed charts. He said he is available to discuss all this with Selectmen, and the Town Manager's contract should only be for one year and he must move into town.

Chairman Carroll noted that the Board is already doing most of these suggestions: there is a petition article regarding residency requirements, the Town is reviewing all departments and seeking information on regionalization.

Carol Zins announced the Town Wide Tag Sale to be held on Saturday, June 16, it is \$15 to get on the map. The Spring Sparkle Run will be held May 12. Ware in Bloom meets on April 18 at 5pm at North Brookfield Savings Bank. Carol may be reached at 967-8304 or go to BuyWareNow.com or RaceEntry.com.

Phil Bourcier gave handouts of water department foreman timecards and questioned hours worked, pay for holidays, and why was this employee paid for 4 hours? Mr. Beckley noted he is investigating these questions. Mr. Bourcier stated that whoever signs off on these timecards should be held accountable.

**Selectman Kruckas made a motion to bring answers to the next meeting; Selectman Opalinski seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

Cathy Cascio congratulated Alan and Keith, and agreed citizens should stay involved. She stated that the Town Manager has a huge role with personnel issues, budget, and policies. The Board and Town Manager and Department heads must work together. She stated her concern that the town manager's contract should have SMART goals with feedback and monthly reports. She questioned the Fire Chief's class and previous questions with no follow up. She questioned the plan for the DPW department as to who is in charge and what is the plan? She questioned the valuation of homes and stated not all home valuations are going up.

Jack Cascio congratulated Keith and Alan, noting that people were looking for a change, and younger people are getting interested in government. He questioned the status of the GPS units and daily work reports are needed to know what the DPW should be doing.

Kim Ring questioned the use of the ambulance and what will be done if there is no ambulance. She stated that the vacant buildings on Main Street smell bad. She suggested the town look at the Town of Webster and the way that town addressed this. She warned to be careful of

regionalization because transportation is not always reimbursed. She questioned the method for the town manager evaluation. Selectman Whitney noted the process, and Selectman Opalinski stated a composite would be made public. Ms. Ring stated that all Selectmen's surveys should be public documents.

**Scheduled Appearances - none**

**Old Business - none**

**New Business**

- **Request for Loan Subordination**

Selectman Opalinski made the motion to approve the Request for Loan Subordination, as presented; Selectman Whitney seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

- **Reimbursement Policy (Employee)**

Selectman Opalinski questioned the Business and Office Supplies section at the top of page 3; Town Accountant Tracy Meehan noted that if an employee wishes to use a vendor that is not set up with the Town of Ware, they need approval beforehand. Selectman Whitney questioned the expenses that are not reimbursable, such as in-room expenses of alcohol; Ms. Meehan indicated the list at the end of the policy.

Cathy Cascio questioned how employees are reimbursed for training courses; Ms. Meehan stated that 90% of training courses are paid ahead by the town.

- **Approval of Annual Town Meeting Warrant**

- **Approval of Special Town Meeting Warrant**

Mr. Beckley explained that articles 15 and 16 would allow seniors and veterans to work tax off up to \$1,500.

Selectman Kruckas requested removal of Article 21, until after the audit of the Fire Department is completed and accepted.

Regarding article 26, Selectman Carroll stated another truck was not needed; Mr. Beckley noted the need was for snow operations.

Articles 28 and 29 would take funds from enterprise funds. Article 33 would fund the Quaboag Connector, with Palmer and Monson asked to contribute. Selectman Carroll proposed to move article 35 to Special Town Meeting warrant as the funds must be spent by June 30. Selectman Opalinski stated research must be done to find the original article for article 37. Selectman Carroll questioned article 38; Mr. Beckley noted that this must be part of union negotiations.

Selectman Whitney made the motion to approve the Annual Town Meeting warrant as presented.

Mr. Beckley noted the article regarding marijuana bylaw and did Selectmen wish to keep this on town meeting warrant.

Selectman Whitney moved to keep the article regarding marijuana bylaw on the annual town meeting warrant; Selectman Kruckas seconded the motion. The motion passed on a vote of 4 Yes, 1 No (Selectman Carroll).

The Planning Board is looking at options. Zoning was completed last fall, but there is no guide to say how to implement and plan. Mr. Beckley suggested that Selectmen may want to discuss whether to use Special Permit or implement as licensing of liquor. Selectman Kruckas questioned if the 3% additional tax could be dedicated to roads; Mr. Beckley noted there is a 5-year limit. Selectman Whitney suggested a draft motion for town meeting article to implement licensing requirements of 6% for first 5 years, then 3% dedicated to road repairs. George Staiti questioned the impact of treating marijuana as liquor licensing, and noted that the Board should look at the bylaws, use table and there may be different criteria that would tie the hands of the Planning Board. He requested that the Board discuss this with Planning Board before making any decisions.

**Selectman Whitney made the motion for the Town Manager to draft a motion regarding the marijuana bylaw; Selectman Opalinski seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

Bill Jackson questioned the process of treating marijuana as liquor licensing. He noted that liquor licenses are approved by Alcoholic Beverages Control Commission.

**Selectman Whitney amended the motion to approve the Annual Town Meeting warrant as presented, to include removal of Article 21, until after the audit of the Fire Department is completed and accepted. Selectman Kruckas seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

**Selectman Opalinski made the motion to approve the Special Town Meeting warrant as presented; Selectman Whitney seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

- **Board Goals for Town Manager**

**Selectman Whitney made the motion to review the evaluation summary to discuss at the next Board of Selectmen meeting (May 8, 2018); Selectman Opalinski seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

### **Town Manager Report**

Upcoming dates:

April 21 – Clean up Ware

May 2 – Meeting with Moderator, Finance Committee to review Articles

May 14 – Town Meeting

**Condemned buildings.** There are two properties condemned by the building department: 73 West Main Street, and 114 Main Street. The Town, through its Block Grant program, also created a list of buildings in need of attention for rehabilitation or demolition. This is referred to as the PARP list. A local realtor is working with the Town to provide a list of bank owned properties. With regard to the condemned properties, Town Meeting assistance will be sought for 73 West Main Street. 114 Main Street is listed for sale.

**Beaver Brook Bridge.** The likely best option will be the closing of the bridge for a period of time while funds for repairs are sought. The temporary shoring of the bridge poses financial and environmental problems. The Town is waiting for the final report and order from the MA DOT.

**Climate Planning.** UMass and the Planning Department gathered final comments and is creating a final report on planning for environmental vulnerability. This plan will address issues such as flood, wind, and drought. The Governor announced the availability of funds to begin to address the proposed improvements.

**Dick Kilhart** is drafting a list of ongoing projects to be maintained by the Town, as his last day is April 22. The Water Treatment Plant is near 60% designed. The Town will have to hire an engineer to be the Town's representative in the process and during construction.

### **Ongoing Issues Update**

Research (MMA, other towns) how other towns handle homes that need repair, demolition	Building Inspector met with owner of 73 Main Street. Has proposal for transfer of property to Town.
Meet with DPW Director to find out if Main Street project requires bike lanes	To use State funding, Main Street will require Bike lanes. <i>Main Street project is at 75% design. Decision on lighting will be needed.</i> Right of Way easements need approval from Town meeting and Selectmen prior to January 2019. Scheduled for bidding August, 2019.
Capital Plan. More clarity on descriptions and breakdowns by department. Expand Capital Plan to include long-term needs. Provide list of current assets.	<i>Capital Planning Process completed.</i> Several projected articles for Town Meeting and beginning of discussion of long-term planning
Chart of Full-time and Part-time positions. Explain advantages and disadvantages	
Social Media Policy	Prepared. Reviewed by Labor attorney. Ready for adoption.
Multifamily Inspections	Inspectors meeting held. Determined that town will be divided into 5 sectors for 5-year inspections. Based on comments from other towns, will be challenged to complete fully. Establishing coordination system utilizing new software system. on line on March 15.
Purchase of 116 Pleasant Street	Appraisal complete. Discussions with homeowner. <i>Second appraisal conducted. Need to discuss sale in executive session.</i>
GPS	6 units installed. Negotiations with unions initiated on appropriate vehicles. Working with Verizon on next order of units. <b>Verizon has deal for \$1 per unit available through April.</b> Budget to include cost of annual fees (\$5700)
Condemned buildings	

Selectman Kruckas questioned Mr. Beckley about the Fire Chief's class, condemned buildings. Mr. Beckley noted that 73 West Main Street will be addressed at town meeting, 114 Main Street is on the market, and 33 Vigeant Street must be cleaned up.

Selectman Whitney made the motion to do a monthly review of all GPS units, with a quarterly report submitted to the Board of Selectmen; Selectman Opalinski seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

Selectman Kruckas questioned Mr. Beckley about the Main Street project; Mr. Beckley noted that MA DOT requires the bike lanes. Selectman Whitney noted the loss of parking spaces. Cathy Cascio stated that the Board should talk to businesses that would be hurt or closed.

Selectman Whitney made the motion to Adjourn Regular Session at 9:20 p.m. to go into Executive Session per MGL Chapter 30A, Section 21 (a) #2 Negotiations with Town Manager, Union Updates NOT TO RECONVENE IN OPEN SESSION; Selectman Opalinski seconded the motion. The motion passed on a roll call vote of 5 Yes, 0 No.

Selectman John E. Carroll	Yes
Selectman Michael P. Fountain	Yes
Selectman Keith J. Kruckas	Yes
Selectman Tracy R. Opalinski	Yes
Selectman Alan G. Whitney	Yes

The next Board of Selectmen meeting, a Joint meeting with the Moderator, and Finance Committee to approve the Annual and Special Town Meeting warrants, will be held on Wednesday, May 2, 2018 at 7:00 p.m.

The next regular Board of Selectmen meeting will be held on Tuesday, May 8, 2018 at 7:00 p.m.

ANNUAL TOWN MEETING IS MONDAY, MAY 14, 2018 AT 6:30 PM, WARE JUNIOR SENIOR HIGH SCHOOL AUDITORIUM

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



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

**Wednesday, May 2, 2018 Meeting Minutes**

**7:00 p.m. Joint Meeting with Moderator and Finance Committee**

**Meeting Opened by Chairman Carroll**

**Present:** Chairman John E. Carroll, Selectman Michael P. Fountain, Selectman Keith J. Kruckas, Selectman Tracy R. Opalinski, Town Manager Stuart Beckley, Finance Committee Chairman Denis Ouimette, Finance Committee member Janice Hills, Finance Committee member Daniel O'Connor, Finance Committee member Devin Peterson, Moderator Kathleen Coulombe, Cemetery Commissioner Craig Simmons, Cemetery Commissioner Julie Bullock, Town Accountant Tracy Meehan, Fire Chief Thomas Coulombe, Library Director Heidi Reed, Parks Director John Piechota, Police Chief Shawn Crevier, DPW Foreman Charles Niedzwiecki, Clerk Mary L. Midura, Ware Community Television Manager Stanley Ciukaj

**Absent:** Selectman Alan G. Whitney

**Review and Recommendations of Warrants for Special and Annual Town Meeting of May 14, 2018 – See Attached**

**New Business:**

**Designate Selectmen Representative for the following Committees:**

- **PVTA**

Chairman Carroll noted a letter submitted by Town Clerk Nancy Talbot requesting that she be considered for PVTA representative for the Town of Ware.

**Selectman Kruckas made the motion to Designate Chairman Carroll as PVTA Selectmen Representative; Selectman Fountain seconded the motion. The motion passed on a vote of 3 Yes, 1 No (Selectman Opalinski), 1 Absent (Selectman Whitney).**

- **Capital Planning Committee**

**Selectman Kruckas made the motion to Designate himself as Capital Planning Committee Selectmen Representative; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Whitney).**

- **TIF Committee**

**This item was tabled to May 8, 2018.**



**Selectman Opalinski made the motion to Adjourn the Joint Meeting at 8:26 p.m.;  
Selectman Fountain seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1  
Absent (Selectman Whitney).**

The next Board of Selectmen meeting will be held on Tuesday, May 8, 2018 at 7:00 p.m.

REMINDER: ANNUAL TOWN MEETING MONDAY, MAY 14, 2018 AT 6:30 PM, WJSHS  
AUDITORIUM

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



**WARRANT FOR SPECIAL TOWN MEETING  
TOWN OF WARE  
COMMONWEALTH OF MASSACHUSETTS**

*Hampshire, ss.*

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

Greetings:

**In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn all of the inhabitants of the Town of Ware, Precincts A, B and C, qualified to vote on Town affairs, to meet at the Ware High School Auditorium, 237 West Street, Ware, on Monday, May 14, 2018 at six thirty o'clock in the evening (6:30 P.M.), then and there to act on the following articles:**

**ARTICLE 1.** To see if the town will vote to appropriate or transfer from available funds a sum of money to pay unpaid bills from prior fiscal years, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.

Recommended by:	Board of Selectmen	Yes _____	No _____
	Finance Committee	Yes _____	No _____
	Town Manager	Yes _____	No _____

**MOVE TO DISMISS**

**ARTICLE 2:** To see if the Town will vote to amend or adjust any of the line items of the Fiscal Year 2018 Town Budget, including debt and interest, and to determine what sums of money the Town will appropriate for any such adjustments or amendments and to determine the manner of meeting said appropriation, whether by transfer from available funds, transfer from other items or appropriations, borrowing, or any other means or combination thereof, or take any other action relative thereto.

Recommended by:	Board of Selectmen	4 Yes, 1 Absent (Selectman Whitney)
	Finance Committee	5 Yes
	Town Manager	Yes

**ARTICLE 3.** To see if the Town will vote to raise and appropriate a sum of money to fund the Employee Compensated Absences Reserve Fund and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof; or take another action relative thereto.  
(**\$37,000     Transfer from 2018 funds**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**ARTICLE 4.** To see if the Town will vote to raise and appropriate a sum of money to fund the conversion of lights in the Fire Station bay to LED lights, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof; or take another action relative thereto.  
(**\$5,000     Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 No, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 No</b>
	<b>Town Manager</b>	<b>Yes</b>



WARRANT FOR ANNUAL TOWN MEETING  
TOWN OF WARE  
COMMONWEALTH OF MASSACHUSETTS

*HAMPSHIRE, ss*

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

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn all of the inhabitants of the Town of Ware, Precincts A, B and C qualified to vote on Town affairs to meet at the Ware High School Auditorium, 237 West Street Ware, on Monday May 14, 2018, at seven (7:00 PM) o'clock in the evening, then and there to act on the following articles:

**Article 1.** To see if the Town will vote to hear the report of the Finance Committee or take any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 2.** To see if the Town will vote to authorize the Treasurer/Tax Collector to enter into Compensating Balance Agreements during Fiscal Year 2019 as permitted by Massachusetts General Laws, Chapter 44, §53F, or take any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 3.** To see if the Town will vote to authorize the Treasurer/Tax Collector, with the approval of the Selectmen to borrow money from time to time in anticipation of the revenue of the Fiscal Year 2019, beginning July 1, 2018 in accordance with the Provisions of Massachusetts General Laws, Chapter 44, §4, and to renew notes or notes payable as may be given for a period of less than one (1) year in accordance with Massachusetts General Laws, Chapter 44, §17 or taken any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 4.** To see if the Town will vote to accept and appropriate any Grant Funds awarded to the Town of Ware under Massachusetts Community Development Fund by the Executive Office of Housing and Economic Development and to authorize the Board of Selectmen and Community Development Authority to expend the funds in accordance with the Terms and Conditions of the Grant Agreement or take any action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 5.** To see if the Town will vote to accept all State and Federal Educational Grants in any amount as may be awarded for the direct educational expenditures for Fiscal Year 2019 to be expended by the Pathfinder Regional Vocational Technical High School District or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 6.** To see if the Town will vote to accept all State and Federal Educational Grants in any amount as may be awarded for the direct educational expenditures for Fiscal Year 2019 to be expended by the Ware Public Schools or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 7.** To see if the Town will authorize the Board of Selectmen and Town Manager to apply for, accept and expend any grants or donations from State or Federal governments or private agencies, individuals or institutions, or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 8.** To see if the Town will vote to raise and appropriate a sum of money to be expended for road repairs in anticipation of reimbursement by the Commonwealth of Massachusetts Highway Department under the Chapter 90 State Highway Aid Program and to determine the manner of meeting said appropriation, whether by taxation, transfer from available funds, borrowing, or any other means or any combination thereof or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 9.** To see if the Town will vote to establish the total amount to be expended from each of the Town's revolving funds for certain Town departments under Massachusetts General Laws, Chapter 44, §53 E ½ for the fiscal year beginning July 1, 2018 or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 10.** To see if the Town will vote to fix the salaries of the several Elected Officers of the Town for the Fiscal Year 2019 and to determine whether any Town Board, Commission or Committee shall be authorized to employ any of its members for additional salary or compensation, or take any other action relative thereto.

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 11.** To see if the Town will vote to raise and appropriate a sum of money to operate the Water Enterprise during Fiscal Year 2019 and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto. **BUDGET ATTACHED**

**Recommended by:**    **Board of Selectmen**        **4 Yes, 1 Absent (Selectman Whitney)**  
                              **Finance Committee**        **5 Yes**  
                              **Town Manager**            **Yes**

**Article 12.** To see if the Town will vote to raise and appropriate a sum of money to operate the Sewer Enterprise during Fiscal Year 2019 and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto. **BUDGET ATTACHED**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 13.** To see if the Town will vote to determine what sums of money the Town will raise and appropriate including appropriations from Available Funds of whatever type, to defray the charges and expenses of the Town including Debt and Interest for Fiscal Year 2019 or take any other action relative thereto. **BUDGET ATTACHED**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 14.**

To see if the Town will vote to authorize the Board of Selectmen to acquire land parcels and or rights in land parcels for the purpose of obtaining a secure and public right of way. This will allow for the construction and roadway safety improvements of Main Street Reconstruction.

	Total # Parcels	Area (Square feet)
In Fee		
Permanent Easements	6	272
Temporary Easements	30	7,237

The subject parcels are currently identified on plans drafted by CHA, dated January, 2018 and Titled "Ware Center Intersection Improvements Preliminary Right of Way Plan". Further that the Selectmen may acquire these parcels, or modification of these parcels or other required parcels through all legal means, including donations, purchase or eminent domain, and further to vote to raise and appropriate a sum of money for the acquisition of said parcels including any legal and engineer fees, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto. or to take any other action thereon.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Selectman Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 15.**

To see if the Town will vote to adopt MGL Chapter 59, section 5K, reduction of tax liability for senior citizens, or take any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 No, 1 Yes (Carroll), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>4 No, 1 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 16.**

To see if the Town will vote to adopt MGL Chapter 59, section 5N, reduction of tax liability for veterans, or take any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 No, 1 Yes (Carroll), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>4 No, 1 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>





**Article 21.** To see if the Town will vote to raise and appropriate a sum of money for the purchase of a police vehicle, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto.

**(\$45,000 Free Cash)**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>
	<b>Capital Planning</b>	<b>6 Yes, 0 No, 1 Abstained</b>

**Article 22.** To see if the Town will vote to raise and appropriate a sum of money for the purchase of equipment and arms for the Police Department, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto.

**(\$ 5,000 Transfer)**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 23.** To see if the Town will vote to raise and appropriate a sum of money for the purchase of a pick up truck for the Department of Public Works, Highway Division, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto.

**(\$52,000 Free Cash)**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>
	<b>Capital Planning</b>	<b>7 Yes, 0 No</b>

**Article 24.** To see if the Town will vote to raise and appropriate a sum of money for the purchase of a replacement truck for the Department of Public Works, Highway Division, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto.  
(**\$82,000 Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>
	<b>Capital Planning</b>	<b>7 Yes, 0 No</b>

**Article 25.** To see if the Town will vote to raise and appropriate a sum of money for the purchase of a truck with Chipper Box and a leaf assist assembly for the Department of Public Works, Cemetery and Highway Divisions, and to determine the manner of meeting said appropriation whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof or take any other action relative thereto.  
(**\$63,000 Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>
	<b>Capital Planning</b>	<b>7 Yes, 0 No</b>

**Article 26.** To see if the town will vote to raise and appropriate a sum of money to pay for the surface repair to extend the life of roadways, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$100,000 Borrow or Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 Yes, 1 No (Fountain), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>4 No, 1 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 27.** To see if the town will vote to raise and appropriate a sum of money to pay for the for the replacement of water mains, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$200,000 Water Enterprise Reserve**)

**Recommended by:**

<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
<b>Finance Committee</b>	<b>5 Yes</b>
<b>Town Manager</b>	<b>Yes</b>
<b>Capital Planning</b>	<b>6 Yes, 1 No</b>

**Article 28.** To see if the town will vote to raise and appropriate a sum of money to pay for the replacement and or relining of sewer mains, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$200,000 Sewer Enterprise Reserve**)

**Recommended by:**

<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
<b>Finance Committee</b>	<b>5 Yes</b>
<b>Town Manager</b>	<b>Yes</b>
<b>Capital Planning</b>	<b>6 Yes, 1 No</b>

**Article 29.** To see if the town will vote to appropriate a sum of money to pay for the cleaning and redevelopment of Well # 5 and to determine the manner of said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$25,000 Water Enterprise Reserve**)

**Recommended by:**

<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
<b>Finance Committee</b>	<b>5 Yes</b>
<b>Town Manager</b>	<b>Yes</b>

**Article 30.** To see if the town will vote to appropriate a sum of money to pay for the removal of garage doors and replacement of walls at the Ware Senior Center, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$10,000 Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 31.** To see if the town will vote to appropriate a sum of money to pay for the Town's share of an Historic Preservation Grant to conduct an architectural envelope study of Ware Town Hall and to determine the manner of said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, contingent on the receipt of a Massachusetts Preservation Projects Fund grant, or take any other action relative thereto.  
(**\$15,000 Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 32.** To see if the town will vote to appropriate a sum of money to fund the operations of the local and regional transportation service, the Quaboag Connector, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.  
(**\$15,000 Free Cash**)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 33.**

To see if the town will vote to appropriate a sum of money to fund the acquisition of the property located at 73 West Main Street including any engineering and legal costs and to authorize the Selectmen to acquire the property through donation, purchase or eminent domain, and further to authorize the Selectmen to seek funds or means for the restoration of said property and/or to dispose of said property with the intent of cleanup and reuse of the property, and to determine the manner of meeting said appropriation, whether by taxation, transfer of available funds, borrowing or any other means or any combination thereof, or take any other action relative thereto.

**(\$7,000 Free Cash)**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 34.**

To see if the Town will vote to place \$8000 into the celebrations account for the purpose of funding the fireworks displays or take any action thereon, and to determine the manner of meeting said appropriation, whether by taxation, transfer or from available funds or any other means. (petition)

**(\$8,000 Free Cash)**

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 No, 1 Yes (Carroll), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 No</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 35.**

To see if the Town of Ware will vote to purchase 6 new A.E.D.'s (Automatic External Defibrillators) at the cost of \$7,200, to be located within the Police Cruisers and be utilized by trained Police First Responders. The money for the cost of these units to be funded from the Ambulance Receipts Fund or other means identified. This Language may be altered by the Ware Town Attorney as needed. (petition)

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

**Article 36.** To see if the Town of Ware will propose to change the current title of Fire Chief, from Strong Fire Chief to that of a Weak Fire Chief, by rescinding the adoption MGL Chapter 48, Section 42 or take any other action thereon. This language may be altered by the Ware Town Attorney as needed. (petition)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 Yes, 1 No (Opalinski), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>Not Financial</b>
	<b>Town Manager</b>	<b>No</b>

**Article 37.** To see if the Town will vote to adopt a bylaw addition to the Town of Ware that requires all newly hired full-time town employees, and those currently hired full time employees within the last 5 years, and all department heads, (no matter when hired) to be required to move into the town of WARE, after 6 months of employment. This language may be altered by the Ware Town Attorney as needed. (petition)

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 No, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>Not Financial</b>
	<b>Town Manager</b>	<b>No</b>

**Article 38.** To see if the Town will vote to accept a revised layout of Buckley Court and to authorize the Board of Selectmen to record said layout in the Hampshire County Registry of Deeds, or take any other action relative thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>Not Financial</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 39.** To see if the Town will vote to authorize the Board of Selectmen to ratify and approve an agreement made between the Town of Ware and Forefront Power or subsidiary pursuant to G.L. C. 59, §38H, and regulations promulgated thereunder, with respect to annual payments in lieu of real and personal property taxes over a 20 year period relative to a parcel of land located at Belchertown Road; said PILOT agreement is based upon the proposed construction and operation of a solar photovoltaic power plant with an expected nameplate capacity of approximately 1.79 megawatts and may be executed in conjunction with a Massachusetts Solar Net Excess Generation Credit Purchase Agreement, or take any other action relating thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 40.** To see if the Town will vote to authorize the Board of Selectmen to ratify and approve an agreement made between the Town of Ware and Melink, Inc. ,pursuant to G.L. C. 59, §38H, and regulations promulgated thereunder, with respect to annual payments in lieu of real and personal property taxes over a 20 year period relative to a parcel of land located at Church Street and Gilbertville Road; said PILOT agreement(s) is based upon the proposed construction and operation of a solar photovoltaic power plant with an expected nameplate capacity of approximately 1.64 megawatts and may be executed in conjunction with a Massachusetts Solar Net Excess Generation Credit Purchase Agreement, or take any other action relating thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>4 Yes, 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>5 Yes</b>
	<b>Town Manager</b>	<b>Yes</b>

**Article 41** To see if the Town will vote to amend the General Bylaws by adding section \_\_\_\_\_ , Local Licensing of Marijuana Establishments, or take any other action relating thereto.

<b>Recommended by:</b>	<b>Board of Selectmen</b>	<b>3 Yes, 1 No (Carroll), 1 Absent (Whitney)</b>
	<b>Finance Committee</b>	<b>Not Financial</b>
	<b>Town Manager</b>	<b>Yes</b>





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

**Regular Meeting Minutes**  
**Tuesday, May 8, 2018 at 7:00 p.m.**

**Meeting Opened by Chairman Carroll**

**Present:** Selectman John E. Carroll, Selectman Michael P. Fountain, Selectman Keith J. Kruckas, Selectman Tracy R. Opalinski, Selectman Alan G. Whitney, Town Manager Stuart Beckley, Town Accountant Tracy Meehan, Planning Board Chairman Richard Starodoj, Clerk Mary L. Midura, Ware Community TV General Manager Stanley Ciukaj

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

**Consent Agenda**

- **Application for Special Event: Spring Sparkle Run 5K Run/Walk, May 12, 2018**
- **Application for One-Day All Alcoholic License: Earle F. Howe American Legion Post 123, Monday, May 28, 2018**
- **Application for Toll Road: Ware Lions Club for Fireworks Display, June 16, 2018**

Selectman Whitney made the motion to approve the consent agenda items; Selectman Kruckas seconded the motion. The motion passed on a vote of 5 Yes, 0 No on the Special Event Application and One-Day All Alcoholic License. The motion passed on a vote of 4 Yes, 1 Abstention (Selectman Carroll) on the Toll Road Application.

**Comments and Concerns of Citizens**

Carol Zins noted the Sparkle Run to be held on Saturday, May 12, 2018.

Phil Bourcier asked the status of his April 19 complaint; Mr. Beckley noted discussion would be during Executive Session.

Jack Cascio asked when line painting would occur; Mr. Beckley noted these would be done soon.

Ralph Worden presented his concerns of brown water. Selectman Kruckas asked that water be tested at the end of the lines. Selectman Whitney asked where the testing is done now, and to have that information presented at the next meeting. Selectman Carroll asked was the water tested only for quality, or can we ask that it be tested for the particulates? Mr. Beckley stated that flushing would be done Thursday/Friday. Jen McMartin questioned why the Board would wait two more weeks. Kim Ring stated this has been a long time problem. Mr. Beckley noted a business had a cracked tank that stirred up a lot of sediment. Selectman Whitney noted that we need facts before decisions. Cathy Cascio questioned the testing, emergency call if a problem is found. Mr. Beckley stated that system is in place NOW and DEP is strong about their system, and an emergency call would go out in the process NOW if there is any concern. Mr. Beckley reiterated that the testing could expand to other locations in addition to where tested now.

### **Scheduled Appearances – none**

### **Old Business**

- **Review Evaluation Summary for Town Manager**

Selectman Carroll noted areas of improvement. Selectman Whitney noted the need to define “better” and stated the gray areas of the evaluation need to be defined; he requested fellow Selectmen to send their comments through Ms. Midura to him. Kim Ring questioned the process and timeline. Selectman Whitney noted the evaluation would be published when completed. Selectman Opalinski noted clear guidelines from MMA and Mr. Beckley noted that the Attorney General has published those guidelines on the state website. Jen McMartin also questioned the publication of individual Selectmen’s reviews; Selectman Whitney noted all would be published at the end of the process.

- **Employee Reimbursement Policy**

Tracy Meehan noted previously suggested changes regarding business travel and wet bar expenses have been addressed in the policy. Selectman Opalinski questioned contact information and conference details; Ms. Meehan noted that this information is provided on all receipts. Employees usually pre-register and this information is provided at that time. Cathy Cascio questioned whether employees are reimbursed if not having attended a conference. Ms. Meehan noted the policy requires proof of attendance.

**Selectman Kruckas made the motion to adopt the Employee Reimbursement Policy; Selectman Whitney seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

- **Designate Selectman Representative to TIF Committee**

Selectman Kruckas made the motion to designate Selectman Whitney as Selectman Representative to the TIF Committee; Selectman Opalinski seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

### **New Business**

- **Employee Training Policy**

**Selectman Kruckas made the motion to adopt the Employee Training Policy; Selectman Whitney seconded the motion. The motion passed on a vote of 5 Yes, 0 No.**

- **Applications for Sewer Abatement**

- **90 West Main Street**

The request is for a sewer abatement of \$1,174.77 due to a frozen/broken pipe and extreme cold weather.

Selectman Opalinski made the motion to deny the request for sewer abatement; Selectman Whitney seconded the motion. The motion was defeated by a vote of 3 No (Selectman Carroll, Fountain, Kruckas, 2 Yes (Selectman Opalinski, Whitney).

Selectman Kruckas made the motion to approve the request for sewer abatement; Selectman Fountain seconded the motion. The motion passed on a vote of 3 Yes (Selectmen Carroll, Fountain, Kruckas), 2 No (Selectmen Opalinski, Whitney).

- **8 Webb Court**

The request is for a sewer abatement of \$666.80 due to frozen/broken pipe and extreme cold weather.

Selectman Kruckas made the motion to approve the request for sewer abatement; Selectman Fountain seconded the motion. The motion passed on a vote of 3 Yes (Selectmen Carroll, Fountain, Kruckas), 1 No (Selectmen Opalinski), 1 Abstention (Selectman Whitney).

- **50 East Street**

The request is for a sewer abatement of \$197.84 due to frozen/broken pipe and extreme cold weather. The Board noted that owners are responsible to check their properties.

Selectman Kruckas made the motion to deny the request for sewer abatement; Selectman Whitney seconded the motion. The motion passed on a vote of 4 Yes (Selectmen Fountain, Kruckas, Opalinski, Whitney), 1 No (Selectman Carroll).

- **Building Inspector Letters RE: Unregistered Vehicles at Maple and East Streets**  
Regarding Maple Street Power LLC and All Parts Racing LLC, parcels 57-0-122, 57-0-123, 57-0-124, and 57-0-125:

Cathy Cascio stated she represented the owner as President of the company, and noted "I know you won't make any decisions tonight".

Selectman Opalinski asked "What is he doing?" Mr. Cascio explained that the company takes in vehicles due to insurance claims, water damage, accidents, police impound, and other circumstances. Vehicles are towed to this location, and after legalities and court, are shipped to Connecticut and crushed or sent overseas.

Selectman Carroll noted that the bylaw indicates that vehicles are unregistered and the solution appears to be to move the vehicles out or apply for a license to sell junk. Mr. Beckley noted there are no sales, therefore a license is not part of this discussion. The owners have a special permit for towing and the zoning bylaw allows 12 months. Ms. Cascio noted that no vehicles are kept, and vehicles are moving continuously.

Selectman Kruckas argued that vehicles are at the location over one year. Selectman Opalinski noted that the owners are inconsiderate to the church and other residents with the usage of the property. Mr. Cascio stated that last week's complaint was the first complaint, and that the property is zoned industrial but the owners want to work with the neighbors.

Chairman Carroll asked Planning Board Chairman Richard Starodoj to weigh in on this discussion. Mr. Starodoj stated that only the 55 East Street parcel has a special permit for 72 vehicle spaces (including employees). The Planning Board has worked on this situation for over two years. There are no special permits on the parcels being discussed tonight. Mr. Starodoj stated that the Town of Ware is very business friendly and the easiest town to get site plans reviewed and compliant with state requirements and zoning laws.

Selectman Kruckas questioned if the owners are working with DEP on the property near the river; Mr. Starodoj noted that the owners of 55 East Street parcel are working with Conservation Commission, but not in regard to the Maple Street parcels.

Frank Moryl, of the Holy Cross Church on Maple Street, stated the church's parishioners' opposition to this business parking vehicles across from the church. He stated that vehicles have been parked for more than two years.

Jack Cascio state that the Planning Board has been helpful and tolerant, but there were no complaints on APR prior to May 2, 2018 Planning Board meeting. He stated that he spoke to the priest on Friday regarding the situation, that the priest told him "how would you like trailers parked on Church Street?" but that this discussion is in regards to an area that is zoned Industrial. The owners are willing to relocate the vehicles and box trucks to appease the neighbors. Most vehicles were moved by Monday.

Selectman Whitney noted that vehicles parked are not approved for these parcels.

Mr. Moryl stated the area is a junkyard, not used as industrial, and vehicles have been stored over two years.

Barbara Rodrigues stated that parked trucks have been collapsing with flat tires and gas and oil leaks. Dawn Guzik noted that vehicles have been moved on the land, but not removed.

Richard Starodoj stated that the owners should have a full record of all vehicles taken in and all vehicles moved out. Kim Ring questioned the towing contract with the Police Department. Devin Peterson questioned the licensing; Mr. Beckley reiterated this is not a license problem, and towing is allowed under the special permit.

The owners were encouraged to meet with the Planning Board to further discuss zoning and allowed uses of these parcels.

Selectman Whitney made the motion that, prior to any fines being levied, the owners must meet within 7 days with Stuart Beckley, Town Manager, to draw up a plan of action within 30 days to come into compliance with the Code of the Town as stated in the April 11, 2018 letters from the Building Commissioner regarding complaints of unregistered vehicles parked on these parcels; Selectman Kruckas seconded the motion.

Selectman Carroll requested the motion be amended to include that the owners must bring all taxes current.

Selectman Whitney amended the motion that, prior to any fines being levied,

1. the owners must meet within 7 days with Stuart Beckley, Town Manager, to draw up a plan of action within 30 days to come into compliance with the Code of the Town as stated in the April 11, 2018 letters from the Building Commissioner regarding complaints of unregistered vehicles parked on these parcels;
2. Pay all outstanding taxes

Selectman Kruckas seconded the amended motion. The motion, as amended, passed on a vote of 5 Yes, 0 No.

- **Announce Open Position on Cemetery Commission – Failure to Elect**

Chairman Carroll read the letter from Town Clerk regarding the open position.

Devin Peterson is now an Assessor (write-in on April 9, 2018 ballot).

Cathy Cascio asked progress of the answers to previous meeting questions regarding the Fire Chief; Selectman Whitney noted this would be discussed in Executive Session.

Richard Starodoj suggested a monthly (or every few months) brush drop-off day would be appreciated by town residents. The Board requested a cost estimate to be presented at the May 22, 2018 meeting.

Selectman Kruckas asked the progress of the DPW Director position; Mr. Beckley noted applicants are being interviewed.

### **Town Manager Report**

Upcoming dates:

May 14 – Town Meetings, 6:30pm Special, 7:00 pm Annual

**Water Treatment Plant.** The Treatment plant is nearly 100% designed. The Town will need an Owners Project Manager to oversee bidding and construction. Working with engineering firm to define the scope.

**East Street.** The DPW is working with Palmer Paving to prepare the East/East Main Street structure and prepare for paving in the coming weeks.

**Cleanups.** Cleanup Ware is encouraging another Town roads cleanup on Saturday, May 19. A competition with the Town of Palmer has been created.

Additionally, the Town will hold its second Yard Waste Drop Off Day on Saturday, May 12 from 8 a.m. to 2 p.m. at Robbins Road.

The Town will set a date for a Bulky Waste collection, likely in mid-June for the drop off of furniture and/or electronics. There will be a fee for items.

### Ongoing Issues Update

Research (MMA, other towns) how other towns handle homes that need repair, demolition	Building Inspector met with owner of 73 Main Street. Has proposal for transfer of property to Town.
Main Street	To use State funding, Main Street will require Bike lanes. <i>Main Street project is at 75% design. Decision on lighting will be needed.</i> Right of Way easements need approval from Town meeting and Selectmen prior to January 2019. Scheduled for bidding August, 2019. <b>May 22 presentation of 75% plans</b>
Capital Plan. More clarity on descriptions and breakdowns by department. Expand Capital Plan to include long-term needs. Provide list of current assets.	<i>Capital Planning Process completed.</i> Several projected articles for Town Meeting and beginning of discussion of long-term planning
Chart of Full-time and Part-time positions. Explain advantages and disadvantages	
Social Media Policy	Prepared. Reviewed by Labor attorney. Ready for adoption.
Multifamily Inspections	Inspectors meeting held. Determined that town will be divided into 5 sectors for 5-year inspections. Based on comments from other towns, will be challenged to complete fully. Establishing coordination system utilizing new software system. Online on March 15.

Purchase of 116 Pleasant Street	Appraisal complete. Discussions with homeowner. <i>Second appraisal conducted. Need to discuss sale in executive session (5/8).</i>
GPS	6 units installed. Negotiations with unions initiated on appropriate vehicles. Working with Verizon on next order of units. <b>Verizon has deal for \$1 per unit available through April (15 additional units acquired)</b> Budget to include cost of annual fees (\$5700)
Condemned buildings	Town Meeting Article for 73 West Main Street
Beaver Brook Bridge	Waiting to hear from Mass DOT

### Adjournment

**Executive Session: MGL Chapter 30A, Section 21(a) #2 Negotiations: Fire, Police, Town Manager, #3 Litigation, #6 Real Property**

Selectman Whitney made the motion to Adjourn Regular Session at 8:45 p.m. to go into Executive Session per MGL Chapter 30A, Section 21 (a) #2 Negotiations: Fire, Police, Town Manager, #3 Litigation, #6 Real Property **NOT TO RECONVENE IN OPEN SESSION**; Selectman Fountain seconded the motion. The motion passed on a roll call vote of 5 Yes, 0 No.

Selectman John E. Carroll	Yes
Selectman Michael P. Fountain	Yes
Selectman Keith J. Kruckas	Yes
Selectman Tracy R. Opalinski	Yes
Selectman Alan G. Whitney	Yes

Reminder: Annual Town Meeting will be held on Monday, May 14, 2018 at 6:30 p.m. at the WJSHS Auditorium

The next Board of Selectmen meeting will be held on Tuesday, May 22, 2018 at 7:00 p.m.

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

## 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: PICNIC / BAZAAR Event Producer: HOLY CROSS CHURCH

## Primary Contact Information:

Primary Contact Name: GERY SKAZA Fax: \_\_\_\_\_Non-Profit Organization / Event: Yes ☒ No ☐Day Phone: 277-0877 Cell Phone: 896-3755E-mail: gskaza10@comcast.net Website: \_\_\_\_\_

## Event Information:

Event Address / Location: 61 MAPLE ST\* Starting Date: 6 / 10 / 18 Time: 12:00 P M Ending Date: 6 / 10 / 18 Time: 5:00 P M  
SUNDAYTotal attendance expected: 100-200 Rain plan: INSIDE CHURCH HALL

List any streets to be closed for special event: \_\_\_\_\_

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

Selling of Polish foods, non-alcoholic beverages,  
raffles, games of chance

\* Also Church BAZAAR <sup>SUNDAY</sup> Nov. 11, 2018 12-5 PM -  
Same features as above (inside church hall)



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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of \_\_\_\_\_ by \_\_\_\_\_, its \_\_\_\_\_.

X

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

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

***\*\*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 \_\_\_\_\_

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

Health Department

*Betty Bado*

Date: *5/3/18*

*Temp food permits issued*

Department of Public Works \_\_\_\_\_

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

Building Inspections \_\_\_\_\_

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

Fire Department

*[Signature]*

Date: *5/3/2018*

Police Department

*Shawn C Crevier*

Date: *05/03/2018*

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

**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: Band Concert Fireworks Event Producer: Ware Lions Club

Primary Contact Information:

Primary Contact Name: John Carroll Fax: 717-265-2220

Non-Profit Organization / Event: Yes ☒ No ☐

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

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

Event Information:

Event Address / Location: 73 Church St Greenville Park

Starting Date: 06/30/18 Time: 5:00 <sup>SATURDAY</sup> P M Ending Date: 06/30/18 Time: 10:00 P M

Total attendance expected: 3,000 Rain plan: 07-01-2018

List any streets to be closed for special event: none except the park roads

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

Band Concert at fireworks display at Greenville Park

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of \_\_\_\_\_ by \_\_\_\_\_, its \_\_\_\_\_.

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

Date 05/08/18

**\*\*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

J M Parks

Date:

5/7/18

Health Department

Betty Bahr

Date:

5/7/18

Any food vendors require both permits

Department of Public Works

Date:

Building Inspections

Anna J. Marques

Date:

5/7/18

Fire Department

Shirley Cull

Date:

5-8-18

Police Department

Alan Cox

Date:

5/7/18

# of Officers (if applicable)



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

Name: Workshop13 Application Date: 05/15/2018

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

Effective Date(s) of License: June 15, 2018

Hours of Service (In conformity with MGL): 6:30- 10:30 pm

Event (describe activities): Whole Enchilada Farewell Concert

Anticipated Attendance: 75

Sponsoring Organization: \_\_\_\_\_

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

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

Names of All Servers (bartenders) for this event: Lisa DiMarzio, Patricia Goudreau

Estimated Number of Attendees: 75

Crowd Control Manager: Roc Goudreau

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

Signature of Applicant: Lisa DiMarzio

Social Security # or Federal I.D.#: \_\_\_\_\_

Fire Inspection  
Date: EFFECTIVE TO 12/31/18

Building Inspection  
Date: EFFECTIVE TO 12/31/18

Date Received: 5/15/2018

Insurance Certificate: EFFECTIVE TO 7/9/2018

Application Fee: \$30

Action Taken: X Approved Denied

Date: 05-15-18

Police Chief Review and Action

Shawn Crevier  
Shawn Crevier, Police Chief

*Charming Colonials, LLC*

*101 Billerica Ave*

*North Billerica, MA 01862*

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May 15, 2018

RE: Application for Sewer Abatement for Account No. 07-0100, 50 East Street, Ware, MA

Dear Board of Selectmen,

My husband and I are writing this letter to enquire as to why our sewer abatement application was rejected. We were quite surprised by the outcome, especially given the fact that the other two applications were approved. It is our understanding that all three applications were due to similar circumstances, that being frozen pipes that had burst.



Upon hearing of the decision, we enquired of both Mrs. Shaw from the Department of Public Works, and of Mrs. Midura, the Executive Assistant to the Town Manager. Neither were able to explain the outcome, and it was suggested that we could enquire of the Board directly. It was brought to our attention that we are non-residents, while the other two applicants were residents.

We cannot imagine that a Board would discriminate against a couple, who has a great vision for the town of Ware. A couple who began buying and restoring dilapidated homes, in an effort to beautify the town. A couple who has an extremely rigorous screening process for tenants, in the hopes that in doing so, areas in town will become safer and cleaner.

Our vision for the town will not be altered by the outcome of your decision. We do, however, ask to be treated fairly. Our abatement application was due to frozen pipes, just as the others were. And, as the others, none of the water entered the sewer system. Upon further enquiry, we followed the abatement application process correctly and provided all necessary pictures as evidence. We also pay all of our bills on time.

And so, just as the other applicants were approved, we simply ask for the same equitable treatment. We respectfully request that the board reconsider the decision made on our sewer abatement.

Kind regards,

Jennifer & Jack Bogges



## TOWN OF WARE

Board of Selectmen  
Town Hall, 126 Main Street  
Ware, Massachusetts 01082  
Tel. 413-967-9648 ext. 101

May 11, 2018

Mr. Jack Boggess  
Charming Colonials  
139 Worcester Street  
North Grafton, MA 01536

RE: Application for Sewer Abatement for Account No. 07-0100, 50 East Street, Ware, MA 01082

Dear Mr. Boggess:

The Board of Selectmen met at an open public meeting on May 8, 2018 to consider your application for a sewer abatement for the above property. **The Board voted 4 Yes, 1 No to deny your abatement request in the amount of \$ 197.84.**

Please see the enclosed Sewer Abatement Instructions, Section 2.5 (C) Sewer Abatement Request #3 regarding how an abatement is approved or denied. You are welcome to call 413-967-9620 if you have any further questions.

Sincerely,

Mary L. Midura  
Executive Assistant to Town Manager

Enclosure

Cc: Department of Public Works

JENNIFER BOGGESS

508-839-5125



## TOWN OF WARE, MASSACHUSETTS

Town Manager  
126 Main Street  
Ware, MA 01082  
Tel. 413-967-9648 x100

May 22, 2018

To : Board of Selectmen

From : Stuart Beckley, Town Manager *SB*

Subject: Cost of Monthly Yard Waste Drop Off

The Board requested a cost analysis of monthly drop off for yard waste to enhance the Town's twice-a-year program.

I would suggest an established monthly Saturday morning from 8 a.m to 12:00 p.m. plus a half hour for the DPW worker(s) to set up and close down.

Average hourly OT rate	\$35.00 per hour
X	4.5 hours
X	12 month

= \$1890 per year in overtime costs

If this is a popular activity, and if it is efficient to manage the debris on Saturday as well, I would suggest 2 workers per month, so the cost would double to \$3,780.

## Release of First Refusal – River Road



6

3.51'

208.35'

38'

108.19'

86.07'

358.6'

459.13'

7-1

2.117 Ac

472'

①

200'

103.7'

③

92.81'

20

1.77 Ac

370.51'

370.39'

321.55'

61.71'

25-0-7

5.729 Ac

9-2

150'

399.26'

270.27'

326.79'

170.8'

150'

8

118.4'

213.23'

189.7'

61.51'

385.86'

215'

215.09'

①

# Hampshire County Registry of Deeds

## Electronically Recorded Document

This is the first page of the document - Do not remove

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### Recording Information

Document Number	: 7364
Document Type	: FD
Recorded Date	: April 26, 2018
Recorded Time	: 03:02:06 PM
Recorded Book and Page	: 12934 / 293
Number of Pages(including cover sheet)	: 15
Receipt Number	: 329044
Recording Fee (including excise)	: \$587.84

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Hampshire District ROD #13 001  
Date: 04/26/2018 03:02 PM  
ctrl# 041145 22153 Doc# 00007364  
Fee: \$462.84 Cons: \$101.098.11  
\*\*\*\*\*

**Hampshire County Registry of Deeds**  
**Mary Olberding, Register**  
33 King Street  
Northampton, MA 01060  
413-584-3637  
[www.Masslandrecords.com](http://www.Masslandrecords.com)

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 at 60 Livingston Avenue, St. Paul, MN 55107

a national association duly established under the laws of the United States of America

the current holder of a mortgage

from Edwin B. Bradley and Susan M. Bradley

to Argent Mortgage Company, LLC

dated September 15, 2004 and recorded with the Hampshire County Registry of Deeds at Book 7991, Page 289 by the power conferred by said mortgage and every other power for ONE HUNDRED ONE THOUSAND NINETY-EIGHT AND 11/100 (\$101,098.11) Dollars paid, grants to U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 of c/o Wells Fargo Bank, N.A., 3476 Stateview Blvd, Ft. Mill, SC 29715, the premises conveyed by said mortgage.

U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 by Wells Fargo Bank, N.A., it's attorney in fact



Name: Tina Richardson  
Title: Vice President Loan Documentation  
Company: Wells Fargo Bank, N.A.  
Date: 12/27/2017

\*For signatory authority, see Limited Power of Attorney recorded herewith.  
North Carolina  
Wake County

I, K Denise Dunn, a Notary Public of Wake County and State of North Carolina, do hereby certify that Tina Richardson personally came before me this day and acknowledged that she is the Vice President Loan Documentation of Wells Fargo Bank, N.A., and that she, as Vice President Loan Documentation, being authorized to do so, executed the foregoing on behalf of the corporation, as attorney in fact on behalf of U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1, as the free act and deed of U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1.

Witness my hand and official seal, this 27<sup>th</sup> day of December, 2017.



K Denise Dunn Notary Public  
My commission expires August 30, 2020

K Denise Dunn  
NOTARY PUBLIC  
Wake County, NC  
My Commission Expires August 30, 2020

DN: 12004 Pg. 200

AFFIDAVIT


I, Draw Champigny, Esq. of Harmon Law Offices, PC as attorneys for U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1, make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that on behalf of U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 this office caused to be published on October 19, 2017, October 26, 2017 and November 2, 2017 in the Ware River News, a newspaper having a general circulation in Ware, a notice of which the following is a true copy. (See attached Exhibit A)

This office also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices certified mail, return receipt requested.

This office also sent notice of sale in accordance with Chapter 61A, Section 14 of the Massachusetts General Laws. (See attached Exhibit B).

Pursuant to said notice at the time and place therein appointed U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 sold the mortgaged premises at public auction by Robert Goldman, a licensed auctioneer, to U.S. Bank National Association,

as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1 for ONE HUNDRED ONE THOUSAND NINETY-EIGHT AND 11/100 (\$101,098.11) DOLLARS bid by U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1, being the highest bid made therefor at said auction.


By:  Esquire  
Drew Champigny

COMMONWEALTH OF MASSACHUSETTS

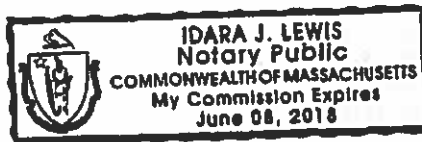
Middlesex, ss.

April 25, 2018

On this 25 day of April, 2018, before me, the undersigned notary public, personally appeared Drew Champigny, Esquire proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

 (Affix Seal)  
Notary Signature Idara J. Lewis

My commission expires: June 8, 2018



## EXHIBIT A

### **NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Edwin B. Bradley and Susan M. Bradley to Argent Mortgage Company, LLC, dated September 15, 2004 and recorded with the Hampshire County Registry of Deeds at Book 7991, Page 289, of which mortgage the undersigned is the present holder by assignment from Argent Mortgage Company, LLC to Ameriquist Mortgage Company dated September 20, 2004 and recorded with said registry on May 5, 2009 at Book 9798 Page 228 and by assignment from Ameriquist Mortgage Company to US Bank NA as Trustee, successor-in-interest to Wachovia Bank, NA Pooling and Servicing Agreement dated as of November 1, 2004. Asset-Backed Pass-Through Certificates Series 2004-WWF1 dated September 20, 2004 and recorded with said registry on May 5, 2009 at Book 9798 Page 229 and by assignment from US Bank National Association as Trustee, successor-in-interest to Wachovia Bank, NA Pooling and Servicing Agreement dated as of November 1, 2004. Asset-Backed Pass-Through Certificates Series 2004-

WWF1 dated September 20, 2004 and recorded with said registry on May 5, 2009 at Book 9798 Page 229 and by assignment from US Bank National Association as Trustee, successor-in-interest to Wachovia Bank, NA Pooling and Servicing Agreement dated as of November 1, 2004. Asset-Backed Pass-Through Certificates Series 2004-WWF1 to U.S. Bank National Association, as Trustee, Successor-in-Interest to Wachovia Bank, N.A. as Trustee for Park Place Securities, Inc. Asset-Backed Pass-Through Certificates, Series 2004-WWF1 dated October 8, 2012 and recorded with said registry on October 11, 2012 at Book 11075 Page 245, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 10:00 a.m. on December 7, 2017, on the mortgaged premises located at 20 River Road, Ware, Hampshire County, Massachusetts, all and singular the premises described in said mortgage,

#### **TO WIT:**

THAT CERTAIN LOT OR PARCEL OF LAND WITH THE BUILDINGS THEREON LOCATED IN THE MUNICIPALITY OF WARE HAMPSHIRE COUNTY STATE OF MASS BOUNDED

### **AND DESCRIBED AS FOLLOWS:**

BEING SHOWN AS LOT 3 ON A PLAN ENTITLED "PLAN OF LAND IN WARE MASS" DATED JULY 14, 1998 RECORDED WITH THE HAMPSHIRE REGISTRY OF DEEDS. IN PLAN BOOK 184 PAGE 125 TO WHICH REFERENCES MAY BE MADE FOR A MORE PARTICULAR DESCRIPTION.

SUBJECT TO AND WITH THE BENEFIT OF ANY/ OR ALL RIGHTS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD INSOFAR AS THE SAME MAY BE IN FORCE AND APPLICABLE.

BEING THE SAME PROPERTY CONVEYED TO EDWIN B. BRADLEY AND SUSAN M. BRADLEY TENANTS BY THE ENTIRETY BY DEED FROM BEVERLY KRASNECKY AND HAZEL M. CADY EXECUTORS OF THE ESTATE OF LESLIE CADY RECORDED 6/1/1999 IN DEED BOOK 5701, PAGE 16, IN THE REGISTRY

OF DEEDS PLAN FOR HAMPSHIRE COUNTY, MASSACHUSETTS.

TAX ID# MAP 25 LOT 7

For mortgagor's(s') title sec deed recorded with Hampshire County Registry of Deeds in Book 5701, Page 16.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

#### **TERMS OF SALE:**

A deposit of Ten Thousand (\$10,000.00 ) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty

(30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO WACHOVIA BANK, N.A., AS TRUSTEE FOR PARK PLACE SECURITIES, INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-WWF1

Present holder of said mortgage

By its Attorneys,  
HARMON LAW OFFICES, P.C.

150 California Street  
Newton, MA 02458

(617) 558-0500

200809-1890-YEL

10/19, 10/26, 11/02/17

**HARMON LAW OFFICES, P.C.**

150 CALIFORNIA STREET  
NEWTON, MASSACHUSETTS 02458  
TEL (617) 558-0500  
FAX (617) 244-7304

Business Hours: Monday-Friday 8:00 AM-to 5:30 PM  
SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND

September 8, 2017

Board of Assessors  
Town of Ware  
126 Main Street, Suite G  
Ware, MA 01082

**NOTICE OF MORTGAGE FORECLOSURE SALE**

Re: U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A.,  
as Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series  
2004-WWF1 / Bradley, Edwin

Pursuant to Massachusetts General Laws, Chapter 244, Section 14, as amended, enclosed is a  
copy of the Notice of Mortgagee's Sale of Real Estate.

This notice is provided to you because an examination of the record title shows that you hold an  
interest of record in the property.

U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, N.A., as  
Trustee for Park Place Securities, Inc., Asset-Backed Pass-Through Certificates, Series 2004-WWF1  
Present holder of mortgage  
By its Attorney,

*Harmon Law Offices, P.C.*

/CGS/200809-1890

Enclosure

CERTIFIED MAIL NO.

RETURN RECEIPT REQUESTED

**Certified Article Number**

9414 7266 9904 2101 9427 65

**SENDER'S RECORD**

200809-1890

FCL

/Notice of Sale Lienholder/Bradley, Edwin

Town of Ware Board of Selectmen

May 14, 2018

To the Honorable Board of Selectmen & the Town Manager

Dear Mr Chairmen

It is with regret that I am submitting my resignation as a member of the Town Flag Committee, I am going to spend more time with my wife and family, I do want to Thank the Board for voting for me at the time. And I am disappointed that I am not able to fulfill my term. But the time has come to spend more time with my family.

Sincerely,

  
Phil Hamel



## **ENGAGEMENT TO REPRESENT**

RE: Town of Ware. Massachusetts civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

**TOWN of WARE, Massachusetts** (hereinafter "CLIENT"), by and through its Board of Selectmen, hereby retains the law firm **LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA** ("Firm") on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the **TOWN** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

**Peter J. Mougey** of the Firm shall serve as **LEAD COUNSEL**. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist **LEAD COUNSEL** in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as "Attorneys"), if no conflicts exist, including but not limited to conflicts pursuant to the Massachusetts Ethics laws and the Massachusetts Rules of Professional Conduct:

**LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA**  
316 South Baylen Street  
Pensacola, Florida

**SWEENEY MERRIGAN LAW, LLP**  
268 Summer Street, LL  
Boston, Massachusetts

**RODMAN, RODMAN & SANDMAN, P.C.**  
442 Main Street, Suite 300  
Malden, Massachusetts

**GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP**  
419 11th Street  
Huntington, West Virginia

**BARON & BUDD, PC**  
3102 Oak Lawn Avenue #1100  
Dallas, Texas

**HILL PETERSON CARPER BEE & DEITZLER PLLC**  
500 Tracy Way  
Charleston, West Virginia

POWELL & MAJESTRO, PLLC  
405 Capitol Street, P-1200  
Charleston, West Virginia

McHUGH FULLER LAW GROUP  
97 Elias Whiddon Road  
Hattiesburg, Mississippi

KP LAW, P.C.  
101 Arch Street, 12<sup>th</sup>  
Floor  
Boston, Massachusetts

CLIENT is retaining the Firm and Attorneys collectively and not as individuals, and attorney services to be provided to CLIENT hereunder will not necessarily be performed by any particular attorney.

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **CLIENT shall not pay to the Firm and Attorneys a fee of any kind or nature if there is no recovery.**

The Firm and the Attorneys shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated and shall be paid to the Firm and Attorneys. **CLIENT shall not be required to reimburse the Firm and Attorneys for litigation expenses of any kind or nature if there is no recovery. If there is a recovery, the expenses charged shall be capped at 10% of the recovery, such that fees and expenses combined will not exceed 35% of the gross recovery to the Town.**

CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this retention will preclude other retention by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the Massachusetts Rules of Professional Conduct relating to conflicts of interest, and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.

This litigation is intended to address a significant problem in the TOWN. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. CLIENT agrees to compensate the Firm, wholly contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses, subject to appropriation of funds therefore and the applicable provisions of Massachusetts law. To the extent that the remedy includes both monetary damages and equitable relief, 25% of the monetary value of the equitable relief together with 25% of the monetary damages will be deducted from the total monetary damages as compensation for the Firm. If such compensation exceeds the total amount of the monetary damages awarded, payment of the additional compensation amount shall be subject to appropriation of funds therefor. To be clear, however, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by CLIENT. Any division of fees will be governed by the Massachusetts Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case

involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Massachusetts Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

The Firm and Attorneys will perform the legal services called for under this Agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with the Firm and Attorneys, disclose to the Firm and Attorneys all facts relevant to the claim, keep the Firm and Attorneys reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial as reasonably necessary.

LEAD COUNSEL shall appoint a contact person to keep CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by CLIENT. CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation, including but not limited to whether to settle the litigation and on what terms.

CLIENT may discharge the Firm and Attorneys at any time by written notice effective when received by LEAD COUNSEL. Unless specifically agreed by the Firm and CLIENT, the Firm and Attorneys will provide no further services and advance no further costs on CLIENT's behalf with respect to the litigation after receipt of the notice. If the Firm is CLIENT's attorney of record in any proceeding, CLIENT will execute and return a substitution-of-attorney form immediately on its receipt from the Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

At the conclusion or termination of services under this Agreement, the Firm and Attorneys will release promptly to CLIENT all of CLIENT's papers and property. "CLIENT's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to CLIENT's representation, whether CLIENT has paid for them or not.

Nothing in this Agreement and nothing in the Firm and Attorneys' statement to CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Firm and Attorneys make no such promises or guarantees. The Firm and Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm and Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The relationship to CLIENT of the Firm and Attorneys, and any associate counsel or paralegal provided through them, in the performance of services hereunder is that of independent contractor and not that of employee of CLIENT, and no other wording of this Agreement shall stand in derogation of this paragraph. The fees and costs paid to the Firm and Attorneys hereunder shall be deemed revenues of their law office practice and not as a remuneration for individual employment apart from the business of that law office.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Town of Ware, Massachusetts  
Board of Selectmen**

\_\_\_\_\_  
John Carroll  
Chairman  
as duly authorized by vote of the Board of Selectmen

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

By \_\_\_\_\_ Date \_\_\_\_\_  
Peter J. Mougey  
*Lead Counsel*

Accepted:

SWEENEY MERRIGAN LAW, LLP  
268 Summer Street, LL  
Boston, Massachusetts

By \_\_\_\_\_ Date \_\_\_\_\_  
Peter M. Merrigan  
*Massachusetts Counsel*

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.  
442 Main Street, Suite 300  
Malden, Massachusetts

By \_\_\_\_\_  
Richard M. Sandman  
*Massachusetts Counsel*

\_\_\_\_\_  
Date

Accepted:

KP LAW, P.C.  
101 Arch Street  
Boston, Massachusetts

By \_\_\_\_\_  
Mark R. Reich  
*Massachusetts Coordinating Counsel*

\_\_\_\_\_  
Date

623166/90001/0073



## Memo

**To:** Board of Selectmen  
**From:** Mary L. Midura  
**Date:** May 16, 2018  
**Re:** Senior Citizen/Veteran Tax Work Off Program

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Attached is a DRAFT of the Senior Citizen/Veteran Tax Work Off Program, subject to any changes that you wish to make.

We have researched and modeled this program's rules and regulations after the Town of Sturbridge. We have also researched programs run in the Town of Tewksbury, City of Northampton, and City of Holyoke.

In the Town of Tewksbury, the HR department is the contact for the application packet, then the Board of Selectmen's office receives the application. Applicants are also CORI checked. A W-4 is included in the application packet. The program runs from September through May only. Maximum hours to be compensated are 136.36 (valued at \$11/hour) per year.

In the City of Northampton, the program runs from January 1 through October 31. Participants must complete 91 hours of service (less hours worked results in a pro-rated tax credit). Applications are accepted on a rolling basis as long as spaces are available. The Senior program is run through their Council on Aging, and the Veteran program is run through their Veterans' Services department.

The City of Holyoke also splits the program oversight through their Council on Aging and Veterans' departments. Holyoke allows 93 hours for seniors and 125 hours for veterans. The program is limited to 30 positions and are selected through a lottery from the pool of applicants.

It will also be important to confirm which town departments are eligible and able to accommodate volunteers in this program. You may wish to be more specific with departments and their needs. For example, Tewksbury lists "filing, answering phones, cleaning, organization of files, and shelving of books" among their specific needs. For more information, we have printed the town or city's information and it is available at the Town Manager's office.

Town of Ware  
Senior Citizen/Veteran Tax Work Off Program

Section 1. Description

The Senior Citizen/Veteran Tax Work Off Program was approved on May 14, 2018 as Article 15 and Article 16 of the 2018 Annual Town Meeting by accepting the provisions of MGL Chapter 59, Sections 5K and 5N, with an effective date of July 1, 2018.

This program would allow senior citizens to volunteer for the Town in exchange for a tax reduction up to \$1,500. Veterans would volunteer for the Town in exchange for a tax reduction up to \$1,000.

Section 2. Program Regulations

- A. Hourly Rate – the hourly rate of the credit will be the minimum wage rate in the Commonwealth of Massachusetts as may be amended from time to time.
- B. Eligibility Date – July 1 of the fiscal year preceding the year for which the abatement is sought.
- C. Application Dates – Applications must be received no later than December 20<sup>th</sup> of the fiscal year preceding the year for which the abatement is sought. Applications may be submitted to the Town Manager's office on or after July 1 of the fiscal year preceding the year for which the abatement is sought and will be processed on a first-come, first-served basis.
- D. Income Limitations – Resident households with a family income equal to or less than 80 percent of the Town's median income for a one person household if single, and a two person household if married, as determined periodically by the Department of Housing and Urban Development (HUD) are eligible for the program. The most recent income limits are \$45,200 (1 Person household), \$51,650 (2 Person household).
- E. Limitations on Type of Work that participants may do – participants shall not be involved in the following areas:
  - a. Any police or fire related activities other than office related work.
  - b. Operation of heavy equipment
  - c. Work that involves confidential information, unless they have signed a Confidentiality Agreement



- d. Work that involves specific licenses that the participant does not have
- F. Program Limitations –
  - a. Senior Citizens – The Program shall be limited to a maximum cost of \$15,000 (10 participants) to the Town per year which shall be charged against the overlay account. Participants must be over 60 years of age.
  - b. Veterans – The Program shall be limited to a maximum cost of \$10,000 (10 participants) to the Town per year which shall be charged against the overlay account.
- G. A committee consisting of the Town Manager, Council on Aging Director, Veterans Services Director and Assessor must approve all applicants and assignments to the Program. The Board of Selectmen is to receive a monthly report on all approved applicants.
- H. The applicant's primary residence must be in the Town of Ware. Abatements under the Program shall be credited to the primary residence of approved participants.
- I. Abatements under this Program are limited to one per household.

### Section 3. Miscellaneous Provisions

- A. Accounting for abatements – Reductions must be applied to the actual tax bills for the fiscal year. The full tax should be committed and billed, with the reduction shown on the bill as an abatement or credit against the amount due. All reductions are processed as abatements and charged against the overlay account.
- B. Certification of Service – The Board, Committee or Department supervising the taxpayer's participant services must certify to the Board of Assessors the amount of services performed by the taxpayer as of the time the actual tax for the fiscal year is committed. Services performed after that date would be credited in full toward the next fiscal year's actual tax bill and will count toward the maximum stated in Section 2.0 (F) above. The certification form is attached hereto as Appendix A.
- C. Status of Participants – Taxpayers performing services in return for property tax reductions are employees for the purposes of municipal tort liability. The Town is therefore liable for damages for injuries to third parties and for indemnification of the volunteers to the same extent as they are in the case of injuries caused by regular municipal employees.

D. Eligible Departments – The Departments listed on Appendix B are departments that will accept volunteer workers. The list may be updated from time to time.

Program rules and regulations approved by the Board of Selectman on \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**APPENDIX A**

**TOWN OF WARE  
CERTIFICATE OF COMPLETION OF VOLUNTEER SERVICES  
(MGL CH.59, SEC. 5K or 5N)**

**To the Board of Assessors:**

\_\_\_\_\_ (tappayer's name), the owner of

a parcel at \_\_\_\_\_ (property address)

has completed \_\_\_\_\_ hours of volunteer work to be credited toward the Fiscal Year \_\_\_\_\_

tax assessed on the parcel at the address listed above at the rate of \$\_\_\_\_\_ per hour.

\_\_\_\_\_  
**Signature of Person Certifying Work**

\_\_\_\_\_  
**Board, Committee or Department**

\_\_\_\_\_  
**Date**

## **APPENDIX B**

### **ELIGIBLE TOWN BOARDS, COMMITTEES AND DEPARTMENTS**

**ASSESSORS' OFFICE  
BOARD OF SELECTMEN  
BUILDING DEPARTMENT  
CONSERVATION COMMISSION  
COUNCIL ON AGING  
DEPARTMENT OF PUBLIC WORKS  
LIBRARY  
PLANNING AND COMMUNITY DEVELOPMENT  
RECREATION  
TAX COLLECTOR'S OFFICE  
TOWN CLERK  
TOWN MANAGER  
VETERANS SERVICES**

NEED TO CONFIRM  
WITH DEPARTMENTS



AGREEMENT FOR PAYMENT IN LIEU OF TAXES  
FOR REAL PROPERTY AND PERSONAL PROPERTY

between

MELINK SOLAR LLC (Developer)

and

THE TOWN OF WARE, MASSACHUSETTS (Town)

dated as of ~~January~~ May [ ], 2018

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
REAL PROPERTY AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY ("Agreement") is made and entered into as of ~~January-May~~ [ ], 2018, by and between Melink Solar LLC, an Ohio limited liability company ("Developer") and the Town of Ware, a municipal corporation duly established by law and located in Hampshire County, Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties," and individually referred to as a "Party."

WHEREAS, Developer is a "generation company" engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public, or a "wholesale generation company" engaged in the business of producing, manufacturing or generating electricity for sale at wholesale only, as such terms are defined or used in the Massachusetts General Laws Chapter 59, §38H(b), and Chapter 164, §1;

WHEREAS, Developer has leased from Joel J Harder ("Property Owner") approximately 10 acres of land located at Gilbertville Road in Ware, Massachusetts, more particularly described on the attached Exhibit A (the "Property"), under the terms of a Lease Agreement, dated April 1, 2017 (the "Lease"), with an initial term of twenty (20) years, and Developer plans to build, own and operate a solar photovoltaic energy facility with an expected nameplate capacity (the "Capacity") of approximately ~~0.828-344~~ MW (DC) (the "Project"), on said Property, as such Project is more particularly described in Exhibit B, and ~~has entered will enter~~ into a Special Permit and Decommissioning Cash Surety Agreement with the Town in connection with Developer's obligation to decommission the Project within six (6) months following termination of the Lease;

Commented [DJ1]: Updated to reflect re-designed system size (reduced due to civil cost). Plan updates going through Planning Board review now.

Commented [DJ2]: The SP will be updated to reflect the re-designed system size, and the decommissioning bond amount will be updated accordingly. That being said, we have not received a copy of this draft agreement for review. Can you please forward?

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the full term of this Agreement in lieu of all real and personal property taxes for the Project, in accordance with M.G.L. c.59, §38H(b) and other applicable laws and regulations, including the regulations of the Massachusetts Department of Revenue adopted in connection therewith;

WHEREAS, because Developer and the Town desire an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law as a result of the Project, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property for the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, except as otherwise provided herein, Developer will not be assessed for any statutory real and personal property taxes attributable to the Project to which it might otherwise be subjected under Massachusetts General Law for the Project, and that this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer (or any successor owner of the Project) will

be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that this Agreement does not affect any other taxes and payments that may be charged to and owed by the Developer or Property Owner to the Town except for the real and personal property taxes attributable to the Project; nor does this Agreement affect any other payments that may be legally owed by Developer or Property Owner to the Town, including, but not limited to, real property taxes for the Property, taxes for personal property other than the taxes attributable to the Project, and payments for services provided by the Town to the Project and the Property, including, but not limited to, water and sewer services, betterment assessments, and other payment obligations;

WHEREAS, notwithstanding the foregoing, it is not the intention of the Parties to remove any obligation of the Property Owner to pay the real property taxes on the Property, including the land upon which the Project is sited;

WHEREAS, it has been determined that the Project equipment, machinery and components described in Exhibit D constitute real and/or personal property for tax purposes, and are not part of the real property upon which they are installed;

WHEREAS, this Agreement does not apply to real property taxes for the Property, and this Agreement shall not impact the Town's ability to raise or lower real property taxes in the ordinary course of its tax assessment practices;

WHEREAS, the Town is authorized to enter into this Agreement with the Developer, provided the payments in lieu of real and personal property taxes over the life of the Agreement are expected at inception to approximate the real and personal property tax payments that would otherwise be determined under M.G.L. c.59 based upon the full and fair cash valuation of the real and personal property attributable to the Project; and Developer, throughout the term hereof, qualifies as a "generation company" or "wholesale generation company";

WHEREAS, this Agreement is subject to approval by the Town's Board of Selectmen and Town Meeting; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town ("Annual Payments") in lieu of all real and personal property taxes attributable to the Project for the period commencing on the Completion Date (as defined below) and continuing for twenty (20) years from such date (the "Term"). The amount of each Annual Payment shall be the amount arrived at by multiplying the number of megawatts of the Project's installed Capacity on the Completion Date by the Factor, defined below, subject to adjustment as set forth herein. The "Factor" shall be ~~\$14,000~~ \$11,900 per megawatt of the Project's installed



Capacity on the Completion Date for the first year of the Term and shall increase by ~~2.012%~~ annually thereafter, as reflected on the schedule attached hereto as Exhibit C. The "Completion Date" shall be the first date on which the Developer has received from the local electric utility written authorization to interconnect the Project to the utility's system and acceptance of the Project from the utility (to the extent required) and the Project has commenced commercial operation or when the Project is completed as determined by the building inspector. Each Annual Payment will be paid to the Town in ~~four two (42) equal quarterly semi-annual~~ installments (prorated for the first and last ~~quarters semi-annual periods of the term of this Agreement~~) on or before August 1, November 1 and February 1 and May 1 of each fiscal tax year during the term of this Agreement and the Annual Payment amount and payment dates will be noted on quarterly semi-annual bills issued by the Town to the Developer. Developer agrees that the Annual Payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, or increased on account of an appreciation factor or increase in the Town's tax rate, which factors have been anticipated and are reflected in Exhibit C. The failure of the Town to deliver such a bill shall not relieve the Developer of its obligation to timely make payments required hereunder.

Commented [DJ3]: Since the equipment depreciates and loses production capacity over time (panel degradation), most PILOTs typically decrease or stay flat, as opposed to increase. However, in case this piece is important to the Town, we solved for an increase rate that would provide an equivalent NPV to the Town, as compared to taxing without a PILOT (see Excel file included as a supplement to this word doc).

Commented [DJ4]: Would annual or semi-annual payments be ok? Typically preferred by the project investor, but that's not a deal breaker if the Town has a strong preference.

2. Changes In Capacity. To the extent that the Capacity of the Project is increased by Developer after the Completion Date, the remaining Annual Payments in lieu of taxes for real and personal property attributable to the Project will be increased as described in Paragraph 3 of this Agreement. Developer shall notify the Town of the Completion Date in writing within 30 days after the Completion Date has been achieved, and in such notification shall confirm the installed Capacity of the Project as of the Completion Date, which the Town may verify by visiting the Property or otherwise in accordance with paragraph 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, there shall be no reductions in annual payments for any reductions in capacity.

3. Calculation of Adjustment. To the extent that the installed Capacity of the Project exceeds ~~1.39,345~~ MW (DC) on the Completion Date or is increased by the Developer after the Completion Date, the remaining Annual Payments in lieu of taxes under this Agreement shall be increased by an amount equal to ~~\$44,001.90~~ (MW payment divided by 1,000) for each kW of any such excess or increase, as applicable. The Parties agree that this adjustment is designed to ensure that the annual payments in lieu of taxes approximate the full and fair cash valuation of the Project. Notwithstanding anything to the contrary in this Agreement, in the event Developer reduces the Capacity of the Project to less than .2 MW DC, the Town may terminate this Agreement and assess any and all real and personal property taxes in accordance with the Massachusetts General Laws. No increase in installed Capacity of the Project shall increase payments hereunder until the Project equipment, improvements or other property causing the increase in Capacity have been interconnected to the local utility and have begun generating electrical power.

4. Inspection and Verifications. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project and meters used to measure the energy generated by the Project on reasonable prior notice to Developer for the purpose of confirming and verifying the Capacity of the Project and compliance with this Agreement.

Attached to this Agreement as Exhibit D is a preliminary, itemized inventory prepared by

Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated into the Project. Only property necessary or incidental to the production of electricity shall be included in the Inventory or Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include buildings (except for a single equipment storage shed for use in the Project, subject to advance approval of the Town).

Within sixty (60) days after the Completion Date, Developer shall provide the Town with an as-built description of the solar photovoltaic panels and inverters and other equipment in the Project, to the same level of detail as provided on Exhibit D, which shall be considered the "Inventory." Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory; in the event the Town does not respond during such period, it shall be deemed to have accepted the Inventory as provided by the Developer. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in Exhibit D as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

The Developer shall promptly provide such information as may be reasonably requested by the Town from time to time to determine and verify the existence, condition, cost and valuation of any and all equipment or personal property constituting the Project and any additions, replacements, improvements and upgrades thereto. In addition to any other rights of inspection hereunder, the Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable advance notice to the Developer for any reasonable purpose, including verification of Capacity of the Project. During any such inspection the Town shall comply with the reasonable safety guidelines of the Developer. The Town, its officers, employees, consultants and attorneys shall also have the right to review and audit those documents in the possession of the Developer relating to equipment and/or personal property installed relevant to Exhibit D of this Agreement and capacity data to verify the Capacity of the Project.

5. Town Expenses. Developer shall contribute \$3,500.00 to the Town for the legal costs associated with this Agreement. Such payment shall be made ten (10) days after execution of this Agreement.

6. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall apply to the Annual Payments in lieu of taxes hereunder, including but not limited to, all rights and remedies provided in G.L. c.59 and G.L. c.60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were real or personal property taxes due and payable to the Town. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All payments more than thirty (30) days past due shall accrue interest at 14 percent per annum until paid. Additionally, Developer shall pay reasonable attorneys' fees, court and other costs incurred by the Town in the collection of any unpaid amounts due under this agreement.

7. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer or Property Owner for any real and personal property taxes attributable to the Project to which they might otherwise be subject under Massachusetts law in the absence of this Agreement, and the Town agrees that this Agreement will exclusively govern the payments of such taxes; provided, however, that this Agreement does not affect, and will under no circumstances preclude, the Town from assessing any other taxes, fees, charges, rates or assessments which Developer or Property Owner may be obligated to pay (except for the real and personal property taxes attributable to the Project), including, but not limited to, real estate and personal property taxes excluding those attributable to the Project, excise taxes on vehicles due pursuant to G.L. c.60A, betterments, fees, or charges for services provided by the Town to the Project or Property, including, but not limited to, water and sewer services.

8. Binding Effect; Assignment; Termination. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Developer as owner of the Project and tenant under the Lease and the provisions of this Agreement will run with the Project and the Property during the Term. This Agreement may not be assigned without the advance written approval of the Town, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may assign this Agreement, without approval of the Town, for collateral purposes or to a new owner in the event the Project is sold or transferred, or to an entity who is also an owner of the Project, provided that it shall provide the Town with written notice of such assignment within 30 days of any such assignment, provided that Developer shall not sell or transfer the Project to a tax exempt entity without the advance written consent of the Town. Notwithstanding the foregoing or any other provision contained herein to the contrary, the Developer or its successors and assigns may terminate this Agreement in the event that (i) the Lease is terminated at any time for any reason or (ii) the Project ceases commercial operation and is decommissioned. Upon termination of this Agreement for any reason, the Project will thereafter be assessed and taxed as though this Agreement does not exist.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is reasonably determinable as

of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes attributable to the Project, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below. Developer shall be solely responsible to provide copies of any notices to Property Owner.

To: Developer:

Melink Solar LLC  
5140 River Valley Rd  
Milford, OH 45150  
Attn: Gen Manager

To: Town:

Board of Selectmen  
Town of Ware  
126 Main St# C  
Ware, MA 01082

Any such addresses for the giving of notices may be changed by giving written notice as provided above to the other Parties. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. The Parties each agree that service of process may be affected by certified mail, return receipt requested at

the addresses indicated in Paragraph 10 of this Agreement (Notices) (or such other address a Party may provide from time to time pursuant to Paragraph 10). Venue for all court actions brought hereunder shall be the state courts located in Hampshire or Worcester County Massachusetts.

12. Good Faith. The Parties shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

13. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to unforeseeable events beyond the reasonable control of the Parties. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of God, including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable ("Damaged") but the Lease is not terminated, then for the period of time following the event of Force Majeure during which the Project is so Damaged, the Annual Payments hereunder will be eliminated or reduced accordingly. In addition and without limiting the foregoing, if an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Project that renders the Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) consecutive calendar days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing of its termination of this Agreement and the Project and Property will thereafter be assessed and taxed by the Town as though this Agreement does not exist.

14. Covenants/Warranties of Developer.

- a. During the term of the Agreement, Developer will not voluntarily do any of the following:
  - 1) Convey by sale, lease, or otherwise any interest in the leasehold premises or Property to any tax exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, §5, Clause Third or to any person or entity that is not a

"generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b) or assign this Agreement to any person or entity that is not a "generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b), or in a manner where such assignment would otherwise disqualify this Agreement under G.L. c. 59, § 38H (b);

- 2) Fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
- 3) Seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement and Developer hereby waives during the full term of this Agreement any rights it may have otherwise had to seek such an abatement or reduction; or
- 4) Seek to amend or terminate this Agreement on account of the enactment of any new law or regulation or a change in any existing law or regulation the intent or effect of which is to fix the method for calculating PILOT payments for renewable energy facilities.

b. Developer represents and warrants:

- 1) It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
- 2) This Agreement constitutes a legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- 3) It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- 4) None of the documents or information furnished by or on behalf of Developer to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

- 5) The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.
- 6) Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c.59, §38H(b) and G.L. c.164, §1.
- 7) Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59 §5 (16)(3).

15. Invalidity. The Parties understand and agree that this Agreement shall be void and that no portion of this Agreement shall be enforceable, if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c.59 §38H (b), and G.L. c.164, §1; and/or (c) this Agreement has not been approved by Ware Town Meeting.

16. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement upon and effective after ten (10) days written notice to Developer if;

- a.. The Developer fails to make payments required under this Agreement and such failure is not cured within thirty (30) days, unless the past due payment is received prior to the effective date of the termination, as set forth above;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Project is permanently abandoned for six (6) consecutive months or more or the Capacity of the Project is reduced to .2 MW (DC) or less; and/or
- d. The Developer otherwise materially breaches this Agreement and fails to cure such breach within sixty (60) days following notice of such failure received by Developer from Town.

17. Miscellaneous.

- a. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver, or cause to be executed and delivered, such reasonable additional documents or instruments as the Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement, including, without limitation, lender consent documents on customary terms and conditions requested by Developer and approved by the Town through its Board of Selectmen. The reasonable

costs of executing and delivering such documents or instruments shall be borne by the requesting Party.

b. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

c. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

18. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies that it has have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

19. Provisions Required by Law: Each and every provision of law and clause required by federal, state or local law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision or clause is not inserted, or is not correctly inserted, then upon the request of any party the Agreement shall forthwith be amended to make such insertion or correction. In any event, this agreement shall be read and enforced as if it contains all provisions and clauses required by applicable federal, local and Massachusetts law.

20. Compliance with PILOT Statute. The Town and Developer shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute,

21. Recording. This Agreement will be recorded by the Developer in the Hampshire County Registry of Deeds promptly following its execution.

[Signature Page to Follow]



Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF WARE  
BY ITS BOARD OF SELECTMEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:  
MELINK SOLAR LLC  
BY: MELINK CORPORATION  
ITS MANAGING MEMBER

\_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): [ ] driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): [ ] driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF OHIO

SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ President of Melink Corporation, the Managing Member of Melink Solar LLC, who proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## EXHIBIT A

### Description of the Property

Approximately 10 acres of land referred to as Parcel ID 30-0-48 in the Assessor's database, and filed in the Hampshire County Registry of Deeds in Plan Book 12235, Page 217.

## EXHIBIT B

### Description of the Project

Solar Facility Size: ~~1.350.344~~ MW (DC)

Solar Facility Installation: Ground mounted at a fixed tilt

Location: Approximately 10 acres of land located on Gilbertville Rd. Ware, MA 01082, which constitutes property owned by Landlord more particularly described on Exhibit A.

Solar Development Plan: See map attached



EXHIBIT\_C

Schedule of Factors to Calculate Annual Payments in lieu of Taxes  
For Real and Personal Property Attributable to Project

Contract Year	Factor
1	<del>\$13,000.00</del> 11,900.00
2	<del>\$12,042.80</del>
3	<del>\$12,187.31</del>
4	<del>\$12,333.56</del>
5	<del>\$12,481.56</del>
6	<del>\$12,631.34</del>
7	<del>\$12,782.92</del>
8	<del>\$12,936.31</del>
9	<del>\$13,091.55</del>
10	<del>\$13,248.65</del>
11	<del>\$13,407.63</del>
12	<del>\$13,568.52</del>
13	<del>\$13,731.35</del>
14	<del>\$13,896.12</del>
15	<del>\$14,062.88</del>
16	<del>\$14,231.63</del>
17	<del>\$14,402.41</del>
18	<del>\$14,575.24</del>
19	<del>\$14,750.14</del>
20	<del>\$14,927.14</del>

# EXHIBIT D

## Preliminary Inventory

Item	Description	# Units
Photovoltaic Panels	REC350TP2S72	<del>2,368</del> 984
Inverters	Solecra PVI 36TL	<del>547</del>
Transformers	1) 1 MW Zig-Zag Grounding XFMR & 1) 1,000KVA Step Up XFMR	1 + 1
Racking	Solar Flex Rack	<del>551-31</del> 2x9 tables





AGREEMENT FOR PAYMENT IN LIEU OF TAXES  
FOR REAL PROPERTY AND PERSONAL PROPERTY

between

MELINK SOLAR LLC (Developer)

and

THE TOWN OF WARE, MASSACHUSETTS (Town)

| dated as of ~~January~~ May [ ], 2018

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
REAL PROPERTY AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY ("Agreement") is made and entered into as of ~~January-May~~ [ ], 2018, by and between Melink Solar LLC, an Ohio limited liability company ("Developer") and the Town of Ware, a municipal corporation duly established by law and located in Hampshire County, Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties," and individually referred to as a "Party."

WHEREAS, Developer is a "generation company" engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public, or a "wholesale generation company" engaged in the business of producing, manufacturing or generating electricity for sale at wholesale only, as such terms are defined or used in the Massachusetts General Laws Chapter 59, §38H(b), and Chapter 164, §1;

WHEREAS, Developer has leased from Joel J Harder ("Property Owner") approximately ~~40-10.55~~ acres of land located at Gilbertville Road in Ware, Massachusetts, more particularly described on the attached Exhibit A (the "Property"), under the terms of a Lease Agreement, dated April 1, 2017 (the "Lease"), with an initial term of twenty (20) years, and Developer plans to build, own and operate a solar photovoltaic energy facility with an expected nameplate capacity (the "Capacity") of approximately ~~01.828-344~~ MW (DC) (the "Project"), on said Property, as such Project is more particularly described in Exhibit B, and ~~has entered~~ will enter into a Special Permit and Decommissioning Cash Surety Agreement with the Town in connection with Developer's obligation to decommission the Project within six (6) months following termination of the Lease;

Commented [D1]: The SP noted a fixed decommissioning bond amount of \$100,000, but we have not yet received a copy of this draft agreement for review. Can you please forward?

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the full term of this Agreement in lieu of all real and personal property taxes for the Project, in accordance with M.G.L. c.59, §38H(b) and other applicable laws and regulations, including the regulations of the Massachusetts Department of Revenue adopted in connection therewith;

WHEREAS, because Developer and the Town desire an accurate projection of their respective expenses and revenues with respect to the real and personal property that is taxable under law as a result of the Project, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable real and personal property for the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, except as otherwise provided herein, Developer will not be assessed for any statutory real and personal property taxes attributable to the Project to which it might otherwise be subjected under Massachusetts General Law for the Project, and that this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer (or any successor owner of the Project) will

be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that this Agreement does not affect any other taxes and payments that may be charged to and owed by the Developer or Property Owner to the Town except for the real and personal property taxes attributable to the Project; nor does this Agreement affect any other payments that may be legally owed by Developer or Property Owner to the Town, including, but not limited to, real property taxes for the Property, taxes for personal property other than the taxes attributable to the Project, and payments for services provided by the Town to the Project and the Property, including, but not limited to, water and sewer services, betterment assessments, and other payment obligations;

WHEREAS, notwithstanding the foregoing, it is not the intention of the Parties to remove any obligation of the Property Owner to pay the real property taxes on the Property, including the land upon which the Project is sited;

WHEREAS, it has been determined that the Project equipment, machinery and components described in Exhibit D constitute real and/or personal property for tax purposes, and are not part of the real property upon which they are installed;

WHEREAS, this Agreement does not apply to real property taxes for the Property, and this Agreement shall not impact the Town's ability to raise or lower real property taxes in the ordinary course of its tax assessment practices;

WHEREAS, the Town is authorized to enter into this Agreement with the Developer, provided the payments in lieu of real and personal property taxes over the life of the Agreement are expected at inception to approximate the real and personal property tax payments that would otherwise be determined under M.G.L. c.59 based upon the full and fair cash valuation of the real and personal property attributable to the Project; and Developer, throughout the term hereof, qualifies as a "generation company" or "wholesale generation company";

WHEREAS, this Agreement is subject to approval by the Town's Board of Selectmen and Town Meeting; and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town ("Annual Payments") in lieu of all real and personal property taxes attributable to the Project for the period commencing on the Completion Date (as defined below) and continuing for twenty (20) years from such date (the "Term"). The amount of each Annual Payment shall be the amount arrived at by multiplying the number of megawatts of the Project's installed Capacity on the Completion Date by the Factor, defined below, subject to adjustment as set forth herein. The "Factor" shall be ~~\$14,000~~ \$11,900 per megawatt of the Project's installed

Capacity on the Completion Date for the first year of the Term and shall increase by ~~2.012%~~ annually thereafter, as reflected on the schedule attached hereto as Exhibit C. The "Completion Date" shall be the first date on which the Developer has received from the local electric utility written authorization to interconnect the Project to the utility's system and acceptance of the Project from the utility (to the extent required) and the Project has commenced commercial operation or when the Project is completed as determined by the building inspector. Each Annual Payment will be paid to the Town in ~~four two (42)~~ equal ~~quarterly~~ semi-annual installments (prorated for the first and last ~~quarters~~ semi-annual periods of the term of this Agreement) on or before August 1, ~~November 1~~ and February 1 and ~~May 1~~ of each fiscal tax year during the term of this Agreement and the Annual Payment amount and payment dates will be noted on ~~quarterly~~ semi-annual bills issued by the Town to the Developer. Developer agrees that the Annual Payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, or increased on account of an appreciation factor or increase in the Town's tax rate, which factors have been anticipated and are reflected in Exhibit C. The failure of the Town to deliver such a bill shall not relieve the Developer of its obligation to timely make payments required hereunder.

Commented [DJ2]: Since the equipment depreciate and loses production capacity over time (panel degradation), most PILOTs typically decrease or stay flat, as opposed to increase. However, in case this pie is important to the Town, we solved for an increase rate that would provide an equivalent NPV to the Town, as compared to taxing without a PILOT (see Excel file included as a supplement to this word doc).

Commented [DJ3]: Would annual or semi-annual payments be ok? Typically preferred by the project investor, but that's not a deal breaker if the Town has strong preference.

2. Changes In Capacity. To the extent that the Capacity of the Project is increased by Developer after the Completion Date, the remaining Annual Payments in lieu of taxes for real and personal property attributable to the Project will be increased as described in Paragraph 3 of this Agreement. Developer shall notify the Town of the Completion Date in writing within 30 days after the Completion Date has been achieved, and in such notification shall confirm the installed Capacity of the Project as of the Completion Date, which the Town may verify by visiting the Property or otherwise in accordance with paragraph 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, there shall be no reductions in annual payments for any reductions in capacity.

3. Calculation of Adjustment. To the extent that the installed Capacity of the Project exceeds ~~1.391~~ 1.345 MW (DC) on the Completion Date or is increased by the Developer after the Completion Date, the remaining Annual Payments in lieu of taxes under this Agreement shall be increased by an amount equal to ~~\$14.00~~ 11.90 (MW payment divided by 1,000) for each kW of any such excess or increase, as applicable. The Parties agree that this adjustment is designed to ensure that the annual payments in lieu of taxes approximate the full and fair cash valuation of the Project. Notwithstanding anything to the contrary in this Agreement, in the event Developer reduces the Capacity of the Project to less than .2 MW DC, the Town may terminate this Agreement and assess any and all real and personal property taxes in accordance with the Massachusetts General Laws. No increase in installed Capacity of the Project shall increase payments hereunder until the Project equipment, improvements or other property causing the increase in Capacity have been interconnected to the local utility and have begun generating electrical power.

4. Inspection and Verifications. The Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project and meters used to measure the energy generated by the Project on reasonable prior notice to Developer for the purpose of confirming and verifying the Capacity of the Project and compliance with this Agreement.

Attached to this Agreement as Exhibit D is a preliminary, itemized inventory prepared by

Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated into the Project. Only property necessary or incidental to the production of electricity shall be included in the Inventory or Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include buildings (except for a single equipment storage shed for use in the Project, subject to advance approval of the Town).

Within sixty (60) days after the Completion Date, Developer shall provide the Town with an as-built description of the solar photovoltaic panels and inverters and other equipment in the Project, to the same level of detail as provided on Exhibit D, which shall be considered the "Inventory." Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory; in the event the Town does not respond during such period, it shall be deemed to have accepted the Inventory as provided by the Developer. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in Exhibit D as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

The Developer shall promptly provide such information as may be reasonably requested by the Town from time to time to determine and verify the existence, condition, cost and valuation of any and all equipment or personal property constituting the Project and any additions, replacements, improvements and upgrades thereto. In addition to any other rights of inspection hereunder, the Town, its officers, employees, consultants and attorneys will have the right to periodically inspect the Project on reasonable advance notice to the Developer for any reasonable purpose, including verification of Capacity of the Project. During any such inspection the Town shall comply with the reasonable safety guidelines of the Developer. The Town, its officers, employees, consultants and attorneys shall also have the right to review and audit those documents in the possession of the Developer relating to equipment and/or personal property installed relevant to Exhibit D of this Agreement and capacity data to verify the Capacity of the Project.

5. Town Expenses. Developer shall contribute \$3,500.00 to the Town for the legal costs associated with this Agreement. Such payment shall be made ten (10) days after execution of this Agreement.

6. Payment Collection. In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall apply to the Annual Payments in lieu of taxes hereunder, including but not limited to, all rights and remedies provided in G.L. c.59 and G.L. c.60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were real or personal property taxes due and payable to the Town. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All payments more than thirty (30) days past due shall accrue interest at 14 percent per annum until paid. Additionally, Developer shall pay reasonable attorneys' fees, court and other costs incurred by the Town in the collection of any unpaid amounts due under this agreement.

7. Tax Status. The Town agrees that during the term of this Agreement, the Town will not assess Developer or Property Owner for any real and personal property taxes attributable to the Project to which they might otherwise be subject under Massachusetts law in the absence of this Agreement, and the Town agrees that this Agreement will exclusively govern the payments of such taxes; provided, however, that this Agreement does not affect, and will under no circumstances preclude, the Town from assessing any other taxes, fees, charges, rates or assessments which Developer or Property Owner may be obligated to pay (except for the real and personal property taxes attributable to the Project), including, but not limited to, real estate and personal property taxes excluding those attributable to the Project, excise taxes on vehicles due pursuant to G.L. c.60A, betterments, fees, or charges for services provided by the Town to the Project or Property, including, but not limited to, water and sewer services.

8. Binding Effect; Assignment; Termination. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Developer as owner of the Project and tenant under the Lease and the provisions of this Agreement will run with the Project and the Property during the Term. This Agreement may not be assigned without the advance written approval of the Town, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may assign this Agreement, without approval of the Town, for collateral purposes or to a new owner in the event the Project is sold or transferred, or to an entity who is also an owner of the Project, provided that it shall provide the Town with written notice of such assignment within 30 days of any such assignment, provided that Developer shall not sell or transfer the Project to a tax exempt entity without the advance written consent of the Town. Notwithstanding the foregoing or any other provision contained herein to the contrary, the Developer or its successors and assigns may terminate this Agreement in the event that (i) the Lease is terminated at any time for any reason or (ii) the Project ceases commercial operation and is decommissioned. Upon termination of this Agreement for any reason, the Project will thereafter be assessed and taxed as though this Agreement does not exist.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is reasonably determinable as

of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes attributable to the Project, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below. Developer shall be solely responsible to provide copies of any notices to Property Owner.

To: Developer:

Melink Solar LLC  
5140 River Valley Rd  
Milford, OH 45150  
Attn: Gen Manager

To: Town:

Board of Selectmen  
Town of Ware  
126 Main St# C  
Ware, MA 01082

Any such addresses for the giving of notices may be changed by giving written notice as provided above to the other Parties. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. The Parties each agree that service of process may be affected by certified mail, return receipt requested at



the addresses indicated in Paragraph 10 of this Agreement (Notices) (or such other address a Party may provide from time to time pursuant to Paragraph 10). Venue for all court actions brought hereunder shall be the state courts located in Hampshire or Worcester County Massachusetts.

12. Good Faith. The Parties shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

13. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to unforeseeable events beyond the reasonable control of the Parties. These events are referred to as "Force Majeure." As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of God, including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable ("Damaged") but the Lease is not terminated, then for the period of time following the event of Force Majeure during which the Project is so Damaged, the Annual Payments hereunder will be eliminated or reduced accordingly. In addition and without limiting the foregoing, if an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Project that renders the Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) consecutive calendar days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Project so damaged or destroyed or taken. If Developer elects not to rebuild, then it may notify the Town in writing of its termination of this Agreement and the Project and Property will thereafter be assessed and taxed by the Town as though this Agreement does not exist.

14. Covenants/Warranties of Developer.

- a. During the term of the Agreement, Developer will not voluntarily do any of the following:
  - 1) Convey by sale, lease, or otherwise any interest in the leasehold premises or Property to any tax exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, §5, Clause Third or to any person or entity that is not a

"generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b) or assign this Agreement to any person or entity that is not a "generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b), or in a manner where such assignment would otherwise disqualify this Agreement under G.L. c. 59, § 38H (b);

- 2) Fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;
- 3) Seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement and Developer hereby waives during the full term of this Agreement any rights it may have otherwise had to seek such an abatement or reduction; or
- 4) Seek to amend or terminate this Agreement on account of the enactment of any new law or regulation or a change in any existing law or regulation the intent or effect of which is to fix the method for calculating PILOT payments for renewable energy facilities.

**b. Developer represents and warrants:**

- 1) It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.
- 2) This Agreement constitutes a legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- 3) It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- 4) None of the documents or information furnished by or on behalf of Developer to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

- 5) The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.
- 6) Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c.59, §38H(b) and G.L. c.164, §1.
- 7) Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59 §5 (16)(3).

15. Invalidity. The Parties understand and agree that this Agreement shall be void and that no portion of this Agreement shall be enforceable, if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; (b) Developer is determined or declared to not be a "generation company" or "wholesale generation company" as those terms are used and/or defined in G.L. c.59 §38H (b), and G.L. c.164, § 1; and/or (c) this Agreement has not been approved by Ware Town Meeting.

16. Termination by Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement upon and effective after ten (10) days written notice to Developer if;

- a.. The Developer fails to make payments required under this Agreement and such failure is not cured within thirty (30) days, unless the past due payment is received prior to the effective date of the termination, as set forth above;
- b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;
- c. The Project is permanently abandoned for six (6) consecutive months or more or the Capacity of the Project is reduced to .2 MW (DC) or less; and/or
- d. The Developer otherwise materially breaches this Agreement and fails to cure such breach within sixty (60) days following notice of such failure received by Developer from Town.

17. Miscellaneous.

- a. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver, or cause to be executed and delivered, such reasonable additional documents or instruments as the Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement, including, without limitation, lender consent documents on customary terms and conditions requested by Developer and approved by the Town through its Board of Selectmen. The reasonable

costs of executing and delivering such documents or instruments shall be borne by the requesting Party.

b. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

c. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that there are no third party beneficiaries to this Agreement.

18. Certification of Tax Compliance. Pursuant to G.L. c. 62C, § 49A, Developer by its duly authorized representative, certifies that it has have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

19. Provisions Required by Law: Each and every provision of law and clause required by federal, state or local law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision or clause is not inserted, or is not correctly inserted, then upon the request of any party the Agreement shall forthwith be amended to make such insertion or correction. In any event, this agreement shall be read and enforced as if it contains all provisions and clauses required by applicable federal, local and Massachusetts law.

20. Compliance with PILOT Statute. The Town and Developer shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute.

21. Recording. This Agreement will be recorded by the Developer in the Hampshire County Registry of Deeds promptly following its execution.

[Signature Page to Follow]

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF WARE  
BY ITS BOARD OF SELECTMEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:  
MELINK SOLAR LLC  
BY: MELINK CORPORATION  
ITS MANAGING MEMBER

\_\_\_\_\_  
Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ SS

~~January-May~~ [ ] 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): [ ] driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_ SS

~~January-May~~ [ ] 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): [ ] driver's license or other state or federal governmental document bearing a photographic image, [ ] oath or affirmation of a credible witness known to me who knows the above signatory, or [ ] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ Selectman of the Town of Ware Board of Selectmen, who proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF OHIO

\_\_\_\_\_, SS

~~January-May~~ [ ], 2018

Then personally appeared the above-named \_\_\_\_\_ President of Melink Corporation, the Managing Member of Melink Solar LLC, who proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing instrument to be his/her free act and deed for the purposes stated therein, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## EXHIBIT A

### Description of the Property

Approximately ~~40-17.5~~ acres of land referred to as Parcel ID 30-0-48-20 in the Assessor's database, and filed in the Hampshire County Registry of Deeds in Plan Book ~~42235~~223, Page ~~2477~~.



## EXHIBIT B

### Description of the Project

Solar Facility Size: ~~11.35,344~~ MW (DC)

Solar Facility Installation: Ground mounted at a fixed tilt

Location: Approximately 17.50 acres of land located on ~~Gilbertville Rd~~ Upper Church St. Ware, MA 01082, which constitutes property owned by Landlord more particularly described on Exhibit A.

Solar Development Plan: See map attached



# EXHIBIT\_C

## Schedule of Factors to Calculate Annual Payments in lieu of Taxes For Real and Personal Property Attributable to Project

Contract Year	Factor
1	<del>\$13,000.00</del> 11,900.00
2	<del>\$12,042.80</del>
3	<del>\$12,187.31</del>
4	<del>\$12,333.56</del>
5	<del>\$12,481.56</del>
6	<del>\$12,631.34</del>
7	<del>\$12,782.92</del>
8	<del>\$12,936.31</del>
9	<del>\$13,091.55</del>
10	<del>\$13,248.65</del>
11	<del>\$13,407.63</del>
12	<del>\$13,568.52</del>
13	<del>\$13,731.35</del>
14	<del>\$13,896.12</del>
15	<del>\$14,062.88</del>
16	<del>\$14,231.63</del>
17	<del>\$14,402.41</del>
18	<del>\$14,575.24</del>
19	<del>\$14,750.14</del>
20	<del>\$14,927.14</del>

# EXHIBIT D

## Preliminary Inventory

Item	Description	# Units
Photovoltaic Panels	REC350TP2S72	<del>2,368</del> 3,840
Inverters	Solectria PVI 36TL	<del>54</del> 27
Transformers	1) 1 MW Zig-Zag Grounding XFMR & 1) 1 ,000KVA Step Up XFMR	1 + 1
Racking	Solar Flex Rack	<del>2134</del> 2x9 tables

## Melink Proposed Pilot Agreement Payment Schedule

[illegible]

Capacity	1,68£
S/w	1
Pre-ITC Basis	244£
30% FITC	734
Total Cost Basis	1713

Projection of Assessed Taxes without PILOT										Projection of Assessed Taxes with PILOT									
Fiscal Year	Cost Basis	Depreciation	Assessed Value	Estimated Tax Rate	PPT Tax Estimate	RE Tax Estimate	Fiscal Year	Capacity (MW)	Factor	Total Tax									
1 2019	\$1,714	0%	\$1,714	0.02154	\$36.91	Excluded	1 2018	1.69	\$ 16,900.00	\$20.09									
2 2020	\$1,714	8%	\$1,575	0.02197	\$34.60	Excluded	2 2019	1.69	\$ 16,942.80	\$20.33									
3 2021	\$1,714	16%	\$1,488	0.02241	\$32.45	Excluded	3 2020	1.69	\$ 16,987.31	\$20.58									
4 2022	\$1,714	22%	\$1,330	0.02286	\$30.40	Excluded	4 2021	1.69	\$ 17,035.56	\$20.82									
5 2023	\$1,714	29%	\$1,222	0.02332	\$28.49	Excluded	5 2022	1.69	\$ 17,086.99	\$21.07									
6 2024	\$1,714	34%	\$1,124	0.02378	\$26.73	Excluded	6 2023	1.69	\$ 17,140.54	\$21.33									
7 2025	\$1,714	40%	\$1,032	0.02426	\$25.03	Excluded	7 2024	1.69	\$ 17,196.30	\$21.58									
8 2026	\$1,714	45%	\$949	0.02474	\$23.49	Excluded	8 2025	1.69	\$ 17,254.30	\$21.84									
9 2027	\$1,714	49%	\$872	0.02524	\$22.02	Excluded	9 2026	1.69	\$ 17,314.55	\$22.10									
10 2028	\$1,714	53%	\$802	0.02574	\$20.64	Excluded	10 2027	1.69	\$ 17,377.05	\$22.37									
11 2029	\$1,714	57%	\$737	0.02625	\$19.34	Excluded	11 2028	1.69	\$ 17,441.80	\$22.64									
12 2030	\$1,714	61%	\$677	0.02678	\$18.13	Excluded	12 2029	1.69	\$ 17,508.80	\$22.91									
13 2031	\$1,714	64%	\$622	0.02732	\$17.00	Excluded	13 2030	1.69	\$ 17,578.05	\$23.18									
14 2032	\$1,714	67%	\$572	0.02787	\$15.95	Excluded	14 2031	1.69	\$ 17,649.55	\$23.46									
15 2033	\$1,714	69%	\$524	0.02842	\$14.90	Excluded	15 2032	1.69	\$ 17,723.30	\$23.74									
16 2034	\$1,714	72%	\$483	0.02899	\$14.01	Excluded	16 2033	1.69	\$ 17,799.30	\$24.03									
17 2035	\$1,714	74%	\$444	0.02957	\$13.12	Excluded	17 2034	1.69	\$ 17,877.55	\$24.32									
18 2036	\$1,714	76%	\$408	0.03016	\$12.30	Excluded	18 2035	1.69	\$ 17,958.05	\$24.61									
19 2037	\$1,714	78%	\$375	0.03076	\$11.54	Excluded	19 2036	1.69	\$ 18,040.80	\$24.90									
20 2038	\$1,714	80%	\$344	0.03138	\$10.81	Excluded	20 2037	1.69	\$ 18,125.80	\$25.20									
Total Combined							Total Payments												
							NPV of Payments (2% Disc)												
							Annual NPV												
							Annual NPV/MW												

