



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Notice Agenda – Tuesday, September 15, 2020 at 7:00 p.m.

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

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

Meeting ID: 784 604 1861

Phone: 929-205-6099

Meeting Opened

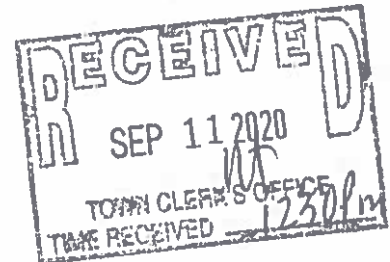
Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- Approval of Meeting Minutes September 2, 2020

Scheduled Appearances

- Dr. DiLeo – Update of Schools
- Judy Metcalf – Health Director Update
- 7:30 p.m. USDA



Old Business

- Approval of Disclosures by Police Chief Crevier
- Solar Review

New Business

- Committee for Main Street Improvement
- Easement Request
- Proposal for Renewal Fee Relief for Liquor Licensees
- Set Public Hearing: National Grid Pole Petition (West Street) – 7:05 p.m., October 6, 2020
- Approval of School COVID bills

Comments and Concerns of Citizens

Town Manager Report

Adjournment

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



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Minutes – Wednesday, September 2, 2020 at 7:00 p.m.

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

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

Meeting ID: 784 604 1861

Phone: 929-205-6099

Present: Selectman Alan Whitney, Selectman Keith Kruckas, Selectman Nancy Talbot, Selectman Thomas Barnes, Selectman John Morrin, Town Manager Stuart Beckley, Clerk Mary Midura, Town Planner Rebekah DeCoursey, Building Inspector Anna Marques, Charles Lask

Via Zoom: Carol Zins, Tracy Opalinski, Mark Andrews, Rick Egan, Mike Balicki, Shelley Regin

Absent: None

Meeting Opened by Chairman Whitney

Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda

- **Approval of June 23, July 7, July 21, August 6 and August 18, 2020 Minutes**

Chairman Whitney stated these would be tabled due to questions.

Selectman Talbot made the motion to Table to September 15, 2020. Selectman Morrin seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

New Business

- **Approval of Disclosures by Police Chief Crevier**

Chairman Whitney noted this would be sent to the town attorney for review and would be on the agenda of the September 15, 2020 meeting.

Town Manager Report

Mr. Beckley stated he used the word "threatening" in the July 21 meeting, and wished to retract as he used the wrong word, and apologized to the Board. Selectman Kruckas noted his appreciation.

Mr. Beckley noted the Governor has new guidelines regarding early childcare programs and "the Town" being responsible for this care to be ready. The new guidelines are being drafted and may be released soon. Chairman Whitney noted the Board should wait for the guidelines from the State.

Events: State Primary, September 1, High School
Ambulance Committee, September 2

Old Belchertown Road bridge: The construction schedule is attached.

73 West Main Street. The request for proposals (RFP) is posted. Proposals are due on October 2 for the sale of the property.

Rail Trail. The Town is also receiving quotes for the installation of hard pack and grading/drainage improvements for the trail from Gibbs Crossing to Robbins Road.

Catch basins. The DPW is hiring a company with a vacuum truck to clean catch basins in areas that have been prone to street flooding, such as Pulaski Street. This material is hazardous and must go to a disposal site.

Grants. The Town submitted a MassWorks grant for the pedestrian scale streetlights (30) on Main Street. The Town is working on the Shared streets and spaces grants described at the last meeting for parking and outdoor improvements on Pleasant Street and Veterans Parking. Additionally, the Town is looking at creating a vacant storefronts district which will provide resources for businesses. The Town was awarded a Green Communities grant of \$198,000. This will provide lighting improvements at Town Hall, DPW, and the Middle School, a new boiler at the DPW, replacement of steam traps at Town Hall, and various weatherization improvements at Town Hall, the elementary school, DPW and the Waste Water Treatment Plant.

COVID CARES funds. The Town is looking to coordinate neighborhood trash and bulky item drop-offs in order to assist residents who may be unable to pay the cost the trash removal. With the assistance of Aspen Rod and Gun, we hope to accomplish the first event in the Aspen/Vigant/Dale area in September.

Middle School Windows. The project is going well and remains under budget. Materials for the lower windows that open will not be received by the time school opens. Windows are being created in the plywood (contractors' expense) to allow for fresh air. Windows will be replaced on second shift or weekends. The SMK boiler project was completed in the Spring.

Animal Control Shelter. The bid project produced over a dozen bids for the proposed Regional Animal Shelter to be located on land in Warren. The bid prices were too high. With adjustments to the design, the project was brought within the appropriated budget limits, however all four towns remained concerned with the loss of features (kennels, runs, interior space) with still a high price and small contingency. The Towns of Palmer and Monson, therefore, have begun to explore the rehabilitation of a former shelter in Monson. This opens two options for Ware. If possible, work with Monson and Palmer on that facility, or work with Warren on a facility. We have contacted the modular building company that constructed the facility on Greenwich Plains Road. Selectman Kruckas noted the service would be more appropriate here in town. Mr. Beckley noted the service would be for a year, currently using Palmer.

Selectman Talbot questioned the Mass Water Resources grant with October due date. Mr. Beckley noted this is a loan, not a grant, and depends on what the USDA says at the September 15, 2020 meeting. Selectman Barnes questioned what the WWTP would receive from the grant; Mr. Beckley noted the WWTP had all motors replaced at the last grant, weatherization for future.

Scheduled Appearances

- **7:15 p.m. Business Community Discussion**

Chairman Whitney noted this discussion extends from the last meeting in which the idea of creating a downtown business committee to address parking as a main concern. The Committee would recommend ideas to the Board.

Charles Lask, owner of Nat Falk, noted the idea to reverse Bank Street with proper signage would be a huge help. He noted most signs are faded. Mr. Beckley noted that Ludlow Construction could make signs within a week.

Carol Zins questioned the need for a new committee as there is already the Ware Civic and Business Association and the Construction Mitigation Committee which have gathered ideas already. Chairman Whitney noted this new Committee would report directly to the Board, specifically regarding parking. Ms. Zins noted the Construction Mitigation Committee came up with all parking areas, but with no money for signs, and unable to meet recently due to Covid-19. She noted the Community Development Authority (CDA) has done that report. Chairman Whitney noted the Board has never seen that report. He noted two businessmen came to the last meeting with ideas, and the intention is to create this Committee and get this done in a month.

Selectman Kruckas noted the business owners are paying taxes and struggling, and this Board wants to hear directly from the businesses. He noted a potential grant for facades was mentioned at a recent meeting. Chairman Whitney noted this was to start brainstorming some ideas. Selectman Morrin noted the Committee will need to find funding to put ideas into action. Selectman Kruckas noted several new businesses coming to Main Street and he noted that economic development means jobs to make the town thrive as in the past.

Tracy Opalinski, from WCBA and owner of a family business, spoke of a parking survey done by Karen Cullen (former Town Planner) which, according to State guidelines must take into account all public and private lots, technically shows enough parking. Ms. Opalinski noted this report related to movement on Main Street, but people want closer parking to Main Street. She noted this survey should be in the Planning Department.

Chairman Whitney noted the parking is not where people will use it. Selectman Morrin noted the study may indicate one thing, but the business owners know the reality.

Ms. Opalinski stated the idea came to the WCBA to take a right on Main Street, and this was brought to the Town Manager. MassDOT has noted this would be allowed during the construction period.

Mark Andrews noted that downtown parking is not a problem just during construction, but all the time. He noted his four buildings with 100 employees, and liked the reverse Bank Street and signage idea. He asked that Town remove "Town Employees Only" signs.

Rick Egan, North Brookfield Savings Bank, noted a parking perception that consumers don't stop in town as parking does not appear to be sufficient.

Dennis Craig, Hanna Devines, stated the need for parking is critical to attract business. He noted employees who must stay late at night do not feel secure to walk up to the Pleasant Street lot. Selectman Kruckas noted the need to free up parking in Veterans' Park. Mr. Beckley noted that employees may park at the Speedway during construction if there are parking issues. Chairman Whitney stated this is why the committee is needed to review this for a solution.

Mike Balicki spoke of his lot (next to Nat Falk) and noted potential but engineering review indicates it would be very expensive. Selectman Kruckas asked Mr. Beckley if grants would help; Mr. Beckley noted grants may help if job creation could be tied into the project.

Shelley Regin, Country Bank for Savings, stated that the Main Office is closed due to Covid-19, therefore the lot behind the bank and area over the garage would be available. The Bank offers to pay for signage and this would offer approximately 35 parking spaces. She noted that lighting may also be considered. Board members thanked Ms. Regin.

Tracy Opalinski stated that the Town could have purchased the blue building near Town Hall for more employee parking, and noted that Otto Florist, Talk of the Town, a psychologist and dentist have all stated their clients have difficulty finding parking. She noted spaces given to the Police Department without input from the businesses. She stated the Town needs to be more user-friendly. Chairman Whitney noted cities and towns that have parking maps. Selectman Kruckas stated the building next door to Veterans' Park could provide parking.

Mr. Lask stated that the possible façade grant would be very useful to his and other businesses. Mr. Beckley noted that PVPC is looking into this for the next grant. Rebekah DeCoursey stated that the façade grant may provide up to \$10,000. Selectman Barnes noted this was done in Palmer.

Chairman Whitney noted the makeup of the new Committee. Selectman Morrin stated the need for someone who can find grants. Selectman Kruckas suggested the Town Planner. Chairman Whitney noted there should be 5 – 8 business owners. He announced that anyone interested in serving on this Committee should send a letter or email to Mr. Beckley. The Committee will be named at the September 15, 2020 meeting.

Rebekah DeCoursey informed the Board that a map with parking is online on the Planning webpage. Selectman Kruckas noted the great job done by Palmer Paving on town roads. Selectman Barnes noted the great job done by DPW and National Grid after the storm damage. Mr. Lask noted the great job done by the Parks Department at Grenville Park; Selectman Barnes noted that a great job was done at Aspen Grove cemetery. Selectman Kruckas and Chairman Whitney praised the work of police and fire departments.

Old Business - none

Comments and Concerns of Citizens - none

Selectman Kruckas made the motion to Adjourn the Regular Meeting at 7:59 p.m. Selectman Talbot seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

Attest: _____

**Mary L. Midura, Executive Assistant to
Town Manager
Minutes Completed 9/3/2020**



TOWN OF WARE

Town Manager

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

To : Board of Selectmen
G. St. George-Sorel, DPW Director

From : Stuart Beckley, Town Manager

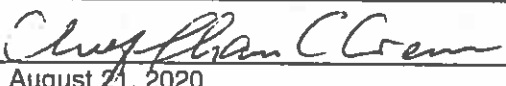
Subject: United States Department of Agriculture presentation

The USDA will attend Tuesday's meeting to give an update on their infrastructure funding program. They will present the program parameters, history/status of current funding and next steps – should Ware want to pursue application in FY21. They will address any questions that come up.

We will request that the Town's engineers also attend.

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

	PUBLIC EMPLOYEE INFORMATION
Name of public employee:	Shawn C. Crevier
Title or Position:	Chief of Police
Agency/Department:	Ware Police Department
Agency address:	22 North Street, Ware MA. 01082
Office Phone:	413-967-3571
Office E-mail:	crsh@townofware.com
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
	APPEARANCE OF FAVORITISM OR INFLUENCE
Describe the issue that is coming before you for action or decision.	<p>I am the Chief of Police of the Ware Police Department. My son, (Jacob F. Crevier) was appointed full-time Police Officer for the Ware Police on July 21, 2020. He will start the Full-Time Police Academy on September 28, 2020. I currently oversee the operation of the Ware Police Department on numerous fronts. I approve pay roll and I am involved in departmental contractual negotiations, also enact disciplinary action when needed.</p> <p>As Police Chief I supervise all police officers under my command, including my son, and my responsibilities in that regard include: assigning/approving work shifts, overtime, detail work assignments, trainings, vacation requests, sick leave, personal days, scheduling and all other aspects of command and supervision of police officers.</p>
What responsibility do you have for taking action or making a decision?	I am the decision maker for the Ware Police Department and I administer disciplinary action under the Civil Service guidelines.
Explain your relationship or affiliation to the person or organization.	Father of Jacob F. Crevier
How do your official	I approve payroll, investigate complaints, administer discipline, select and assign

actions or decision matter to the person or organization?	interdepartmental positions, trainings and involved in contract negotiations. Direct Supervision of my son will be assigned to Sgt. Scott Lawrence for any internal investigations pertaining to him.
Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	The Ware Police Department's Officers and Sgts. have a union and current contract, which addresses salaries, training and shift assignments. Contract negotiations is overseen by the Town Manager and ultimate approval by the Select Board.
If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. <input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	 9-11-2020
Date:	August 21, 2020

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.


Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Shawn C. Crevier
Title or Position:	Chief of Police
Municipal Agency:	Town of Ware
Agency Address:	22 North Street Ware MA. 01082
Office Phone:	413-967-3571
Office E-mail:	crsh@townofware.com
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from the Select board, my appointing authority, that my financial interest is not so substantial as to be deemed to affect the integrity of the services which the Town expects me to provide.
	PARTICULAR MATTER
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	<p>Please describe the particular matter.</p> <p>I am the Chief of Police for the Ware Police Department. My son, (Jacob F. Crevier) was appointed full-time Police Officer on July 21, 2020. I handle the day to day operation of the Ware Police Department. I am responsible for approving payroll, shift assignments, trainings, departmental position selection, and involved in contract negotiations.</p> <p>The Officers and Sgts. of the Ware Police Department do have a Police Union.</p> <p>The direct supervision of my son will be assigned to Sgt. Scott Lawrence for any internal investigations pertaining to him. Sgt. Lawrence will be assigned the ability to take any needed/required disciplinary action against my son under the guidelines of Civil Service.</p>
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	<p>Please describe the task you are required to perform with respect to the particular matter.</p> <p>I am looking to continue normal operation as Chief of the Ware Police Department as the result of my son being hired.</p> <p>Any possible future issues will be brought to the Town Select Board.</p>
	FINANCIAL INTEREST IN THE PARTICULAR MATTER

Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input checked="" type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	<p>Please explain the financial interest and include a dollar amount if you know it.</p> <p>All contract negotiations are conducted by Town Manager and approved by the Select Board. I will be involved in the future negotiations of the contracts for the Ware Police Union.</p> <p>I approve payroll, which is covered under the Ware Police Union contract. My son is a newly appointed Ware Police Officer under my command/supervision as set forth herein and in my section 23(b)(3) disclosure filed herewith.</p>
Employee signature:	
Date:	09-11-2020

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
DETERMINATION	
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority	

signature:	
Date:	
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

Form revised February, 2012

Town of Wara - Ground-Mounted Solar Projects (as of August 2020)

[illegible]



TOWN OF WARE

Town Manager

126 Main Street

Ware, MA 01082

413-967-9648 x100

To : Board of Selectmen

From : Stuart Beckley, Town Manager

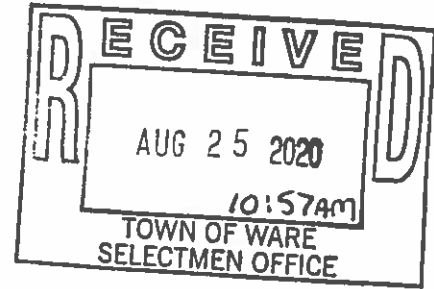
Subject: Downtown Parking Committee

Requests for membership for Committee to review and recommend parking options in the downtown area.

Dennis Craig, Hanna Devine, Copy Center
Charlie Lask, Nat Falk's
Shelley Regin, Country Bank
Gary O'Grady, Quaboag Valley CDC
Rebekah DeCoursey, Town Planner

Waiting to hear about interest from a few other property/business owners.

Nicole A. Durand-Cloutier
Zachary J. Cloutier
127 Church Street
Ware, MA 01082



8/25/20

Board of Selectmen and Town Manager,

We are sending this letter to request that the easement for the overflow pipe at 127 Church Street be abandoned due to the fact that the pipe has not been in use for several decades. I spoke with the Director of Public Works, Gilbert St. George-Sorel, and he stated that was in favor of our request since the pipe is no longer utilized by the town.

We appreciate your consideration regarding our request.

Sincerely,

Nicole A. Durand-Cloutier

A handwritten signature in cursive script that reads "Nicole A. Durand-Cloutier".

Zachary J. Cloutier

A handwritten signature in cursive script that reads "Zachary J. Cloutier".

Midura, Mary

From: Gibby Sorel
Sent: Tuesday, August 25, 2020 2:14 PM
To: Midura, Mary
Cc: Beckley, Stuart
Subject: RE: Written opinion

Hi,

I asked Ms. Durand-Cloutier to send a letter, or email to the Town Manager and Board of Selectmen to initiate the process of extinguishing this easement. Since government rarely gives up any of its interest in land, I've never had to extinguish an easement; usually we take easements. I'd like to have Stuart, or you, forward this request to Town Counsel to see what will be required, so we can tell the Cloutiers what will be needed for the Town to act on this. Since this is an interest in real property, I think it will require a Town Meeting Warrant Article, probably authorizing the Board of Selectmen to sign some recordable document that says the easement isn't there anymore. To the best of my knowledge, this easement contains an 8" diameter cast-iron pipe installed in 1938 to drain the old open reservoir on Church Street, or to control the water level in the reservoir during unusually heavy rainfall events. The old reservoir was discontinued in 1980 and the pipe no longer serves any useful purpose; therefore, I have no problem extinguishing the easement that contains it. I think the Cloutiers want to build something on their property, but they can't build it because of the easement.

Feel free to forward this email to the Cloutiers after your review.

Gibby

From: Midura, Mary <mmidura@townofware.com>
Sent: Tuesday, August 25, 2020 1:50 PM
To: Gibby Sorel <gsorel@townofware.com>
Subject: Written opinion

Gibby – Stuart requests your written opinion on the attached. Please send that to me by September 10th. It will be on the September 15th agenda of the Board of Selectmen.

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

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

Live Simply...Give generously

Midura, Mary

From: Gibby Sorel
Sent: Friday, September 11, 2020 10:13 AM
To: Beckley, Stuart
Cc: Midura, Mary; David Wojcik; Goodrow, Kayleigh
Subject: FW: Easements

Hi Stuart,

Kayleigh and I did some research on this easement. Part of the problem is the easement was not called out on either of the two tracts that had been recently conveyed by Patierno to Nicole Durand and Zachary Cloutier and the assessors had no record of any easement on this property. Which tract was it even on? The deed does mention subject to any rights of way of record; but the right-of-way is on Tract 2.

We went back to the deed from Thoma to Patierno. No easement called out on either tract. We went back to the deed from Skypeck to Thoma. Same thing.

We went back to the deed from Wagner to Sypeck. No easement called out on either tract. It says "subject to any rights of way of record, or otherwise if same now exist." Where is the easement and on which tract?

We went back to Ware Woolen to Wagner. Nope. I then began to wonder if the Town actually took the easement. So I asked the Town Clerk for the Town Meeting warrants for 1938 which corresponded to a high reservoir project proposed for that year.

There it was. Article 5 of the September 7, 1938 Special Town Meeting Warrant. We then looked at the MacCann deed from MacCann to the Ware Woolen. There it was. But there's no tracts mentioned, just one parcel.

I have attached a copy of the deeds and the actual easement the Town acquired. It appears to be on what is now Tract 1. I confirmed this during a site visit last Tuesday. I also spoke with Ms. Durand-Cloutier and told her I have no objection to discontinuing the easement; however, it'll be up to Town Counsel as to what information will be required for the Town to act on it. I expect it will have to go back to Town Meeting at some point. The easement appears to be only 6.04' wide and there's a garage built on top of it. It serves no purpose since the old open reservoir was discontinued 40 years ago.

Apparently, no actual survey was done of these tracts, since there's no reference to a plan book.

Please forward to the Selectboard as you wish. Since there appears to be a problem with the scanner to the computer, I'll bring the information to the Town Hall.

Gibby

From: Gibby Sorel
Sent: Thursday, September 3, 2020 4:40 PM
To: Beckley, Stuart <sbeckley@townofware.com>
Cc: Goodrow, Kayleigh <kgoodrow@townofware.com>
Subject: RE: Easements

Hi Stuart,

I have quite a few documents related to this easement. I'm waiting for Nancy to give me a copy of part of the warrant for a 1938 town meeting that mentions this easement and the project to create a high-level water system on Church Street. When everything is together, I'll send it to you and you can forward it to David, or I can include him in my email. I think it answers many of his questions. There had to be Town Meeting action on this and there was.

I'd like to thank Kayleigh for all her great work getting all this information from the Registry of Deeds. It took a while to figure it out, but I think we got it. Kayleigh's going to check with the Registry to see if there's any more information on the easement under Town of Ware.

I'll explain it when I send the information. I may have to stop by 127 Church Street and take a few measurements, just to make sure.

I'll be off tomorrow, but maybe Tuesday.

Gibby

From: Beckley, Stuart <sbeckley@townofware.com>
Sent: Monday, August 31, 2020 3:19 PM
To: Gibby Sorel <gsorel@townofware.com>
Subject: FW: Easements

For 127 church Street. Any more detail that would guide David?

Thank you

From: David Wojcik <dwojick@chwmlaw.com>
Sent: Monday, August 31, 2020 3:06 PM
To: Beckley, Stuart <sbeckley@townofware.com>; Andrew DiCenzo <adicenzo@chwmlaw.com>
Subject: RE: Easements

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

Hi Stuart,

Generally the abandonment of an easement is governed by G.L.c.40 sec 3, 15 or 15A and requires some preliminary steps and then a TM vote – generally a 2/3 vote BUT the process varies depending on how the property right was acquired by town – purchase/eminent/domain etc and the use. A lot of exceptions and special circumstances. If a street easement is involved that requires a lot more process. So would need to know the specific easements involved, current use, Town officer/department in charge of that property right, method by which Town initially acquired each such easement etc. Never a simple answer!!!

david

David A. Wojcik

Christopher, Hays, Wojcik & Mavricos, LLP
370 Main Street, 9th Floor
Worcester, MA 01608
Tel: 508-792-2800 x227
Fax: 508-792-6224
dwojick@chwmlaw.com



CHRISTOPHER • HAYS •
WOJCIK & MAVRICOS LLP

From: Beckley, Stuart [<mailto:sbeckley@townofware.com>]
Sent: Tuesday, August 25, 2020 12:11 PM
To: David Wojcik; Andrew DiCenzo
Subject: Easements

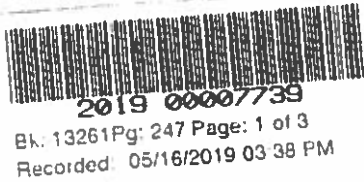
Good day David,

I hope you are well and enjoying the humidity.

If Town Meeting vote is required to accept easements, is Town Meeting vote required to discontinue an easement? Maybe it is more simpler? Maybe it takes paperwork?

Thank you for any guidance.

Stuart



MASSACHUSETTS EXCISE TAX
Hampshire District ROD #13 001
Date: 05/16/2019 03:38 PM
ctrl# 043810 02519 Doc# 00007739
Fee: \$1,276.80 Cons: \$280,000.00

WARRANTY DEED

We, **PATRICK N. PATIERNO AND DIANE M. PATIERNO**, husband and wife, both of Ware, Hampshire County, Massachusetts

IN CONSIDERATION OF TWO HUNDRED EIGHTY THOUSAND and 00/100 (\$280,000.00) DOLLARS

GRANT TO: **NICOLE A. DURAND and ZACHARY J. CLOUTIER**, as joint tenants, both of 27 Highland Street, Ware Massachusetts 01082

WITH WARRANTY COVENANTS

Premises: 127 Church Street, Ware, MA 01082

Two certain tracts or parcels of land, together with the buildings thereon, situated in said Ware, and more particularly bounded and described as follows:

TRACT 1: Beginning at an iron pin on the easterly side of Church Street, said pin being the southwesterly corner of the tract herein conveyed and the northwesterly corner of land formerly of Edwin Randle, now of John Hay et ux; formerly of Conkey;

Thence northeasterly along the easterly line of said Church Street, one hundred twenty-five (125) feet, to an iron pin in the ground;

Thence southeasterly in a line parallel with the northerly boundary of land of said Hay, two hundred twenty (220) feet to an iron pin;

Thence southwesterly in a line parallel with and two hundred twenty (220) feet distant from the first described course, one hundred twenty five (125) feet, more or less, to an iron pin in the ground, said iron pin being at the northeasterly corner of land of said Hay;

Thence northwesterly along land of said Hay, two hundred twenty (220) feet to the place of beginning.

TRACT 2: Beginning at a point on the easterly side of said Church Street at the southwesterly corner of the conveyed premises and the northwesterly corner of the tract above described;

Thence in a northerly direction along the easterly side of said Church Street, about fifty (50) feet to the southwesterly corner of land of one West;

Thence easterly along the southerly line of land of said West, about five hundred twenty one (521) feet to a stone wall at land of the Town of Ware, known as Grenville Park;

Thence in a southeasterly direction along land of said Grenville Park, about six (6) feet to an angle in the wall;

Thence southerly along the line of said wall and land of said Grenville Park, forty-seven and 50/100 (47.50) feet;

Thence continuing in a southerly direction along line of land of Grenville Park, one hundred fifteen (115) feet to an angle in the wall;

Thence southerly along line of said Grenville Park, about twelve (12) feet to the northeasterly corner of land formerly of Randle, now of Hay;

Thence westerly about two hundred eighty two (282) feet, along the northerly line of land of said Hay to the southeasterly corner of the tract above described;

Thence In a northerly direction along the easterly line of the tract above described one hundred twenty five (125) feet to the northeasterly corner of the tract above described;

Thence in a westerly direction along the northerly line of land above described, two hundred twenty (220) feet to the place of beginning.

Subject to any rights of way of record.

Being the same premises conveyed to Patrick N. Patierno and Diane M. Patierno by deed of Hans M. Thoma et al dated April 28, 1981 and recorded with Hampshire County Registry pof Deeds in Book 2220, Page 350.

The grantors, under oath and subject to the pains and penalties of perjury, do hereby depose, state and certify that: (i) we release all rights of Homestead in the subject realty, (ii) that no spouse, former spouse, or any other person resides in the home, and (iii) at the time of delivery of this deed, no spouse, former spouse or any other person is entitled to claim the benefit of an existing estate of homestead in the premises conveyed hereby.

Executed as a sealed instrument this 13th day of May, 2019.

WITNESS:
Joseph R. White
to 60th

Patrick N. Patierno
PATRICK N. PATIERNO

Diane M. Patierno
DIANE M. PATIERNO

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 13th day of May, 2019, before me, the undersigned notary public, personally appeared PATRICK N. PATIERNO and DIANE M. PATIERNO, proved to me through satisfactory evidence of identification, which is Mass DR's
LICS, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and as their free act and deed and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.



Joseph R. White
COMMONWEALTH OF
MASSACHUSETTS
NOTARY PUBLIC
My Commission expires 12/3/21

Joseph R. White
JOSEPH R. WHITE
Notary Public

My Commission Expires: Dec 3, 2021

ATTEST: Mary Olberding REGISTER
MARY OLBERDING

WE, Hans M. Thoma and Virginia L. Thoma, husband and wife and both
of Ware, Hampshire County, Massachusetts,

for consideration paid,
SIXTY-EIGHT THOUSAND AND 00/100 (\$68,000) Dollars,
grant to PATRICK N. and DIANE M. PATIERNO, husband and wife and both of
Stafford Road, Monson, MA. 01057, as tenants by the entirety
and not as tenants in common,

with warranty covenants

(Description and encumbrances, if any)

Two certain tracts or parcels of land, together with the buildings thereon, situated in said Ware, and more particularly bounded and described as follows:

TRACT 1: Beginning at an iron pin on the easterly side of Church Street, said pin being the southwesterly corner of the tract herein conveyed and the northwesterly corner of land formerly of Edwin Randle, now of John Hay et ux; formerly of Conkey;

Thence northeasterly along the easterly line of said Church Street, one hundred twenty-five (125) feet, to an iron pin in the ground;

Thence southeasterly in a line parallel with the northerly boundary of land of said Hay, two hundred twenty (220) feet to an iron pin;

Thence southwesterly in a line parallel with and two hundred twenty (220) feet distant from the first described course, one hundred twenty five (125) feet, more or less, to an iron pin in the ground, said iron pin being at the northeasterly corner of land of said Hay;

Thence northwesterly along land of said Hay, two hundred twenty (220) feet to the place of beginning.

TRACT 2: Beginning at a point on the easterly side of said Church Street at the southwesterly corner of the conveyed premises and the northwesterly corner of the tract above described;

Thence in a northerly direction along the easterly side of said Church Street, about fifty (50) feet to the southwesterly corner of land of one West;

Thence easterly along the southerly line of land of said West, about five hundred twenty one (521) feet to a stone wall at land of the Town of Ware, known as Grenville Park;

Thence in a southeasterly direction along land of said Grenville Park, about six (6) feet, to an angle in the wall;

Thence southerly along the line of said wall and land of said Grenville Park, forty-seven and 50/100 (47.50) feet;

Thence continuing in a southerly direction along line of land of Grenville Park, one hundred fifteen (115) feet to an angle in the wall;

Thence southerly along line of said Grenville Park, about twelve (12) feet to the northeasterly corner of land formerly of Randle, now of Hay;

Thence westerly about two hundred eighty two (282) feet, along the northerly line of land of said Hay to the southeasterly corner of the tract above described;

(over)

2220-351

Thence in a northerly direction along the easterly line of the tract above described, one hundred twenty five (125) feet to the northeasterly corner of the tract above described;

Thence in a westerly direction along the northerly line of land above described, two hundred twenty (220) feet to the place of beginning.

Subject to any rights of way of record.

as Hans Thoma and Virginia P. Thoma

Being the same premises conveyed to us by deed of Thomas J. and M. Christine Skypeck, dated November 30, 1970, and recorded with Hampshire County Registry of Deeds in Book 1585 page 603.

Massachusetts Excise in the amount of \$155.04, hereto affixed and cancelled.

CANCELLED

CANCELLED

Witnessed our hand and seal this 28th day of April 1981

Hans M. Thoma
Virginia P. Thoma

The Commonwealth of Massachusetts

HAMPSHIRE, ss. APRIL 28, 1981

Then personally appeared the above-named HANS M. THOMA and VIRGINIA L. THOMA

and acknowledge the foregoing instrument to be their free act and deed, before me

John R. Auchter
Notary of the State

My commission expires May 15, 1981

Apr. 30, 1981 at 1 o'clock and 00 min. P. M.
Rec'd, Ent'd and Exas'd.



8278

1585-603

MASSACHUSETTS WARRANTY DEED INDIVIDUAL (LONG FORM) 973

WE, Thomas J. Skypeck and M. Christine Skypeck, husband and wife and both
 of Ware, Hampshire County, Massachusetts
 for consideration paid, and in full consideration of
 THIRTY-THREE THOUSAND, FIVE HUNDRED AND 00/100 (\$33,500.00) Dollars,
 grant to HANS THOMA and VIRGINIA F. THOMA, husband and wife and both of
 127 Church Street, said Ware, as tenants by the entirety,

xi

with warranty covenants

Reference

(Description and encumbrances, if any)

Two certain tracts or parcels of land, together with the buildings thereon,
 situate in said Ware, and more particularly bounded and described as follows:

TRACT 1: Beginning at an iron pin on the easterly side of Church Street, said pin
 being the southwesterly corner of the tract herein conveyed and the northwesterly
 corner of land formerly of Fred S. Conkey, now of Edwin A. Randle et ux;
 Thence northeasterly along the easterly line of said Church Street, one
 hundred twenty-five (125) feet, to an iron pin in the ground;
 Thence southeasterly in a line parallel with the northerly boundary of
 land of said Randles, two hundred twenty (220) feet to an iron pin;
 Thence southwesterly in a line parallel with and two hundred twenty (220)
 feet distant from the first described course, one hundred twenty-five (125) feet,
 more or less, to an iron pin in the ground, said iron pin being at the northeasterly
 corner of land of said Randles;
 Thence northwesterly along land of said Randles, two hundred twenty (220)
 feet to the place of beginning.

TRACT 2: Beginning at a point on the easterly side of said Church Street at the
 southwesterly corner of the conveyed premises and the northwesterly corner of the
 tract above described;

Thence in a northerly direction along the easterly side of said Church
 Street, about fifty (50) feet to the southwesterly corner of land of one West;

Thence easterly along the southerly line of land of said West, about
 five hundred twenty-one (521) feet to a stone wall at land of the Town of Ware,
 known as Grenville Park;

Thence in a southeasterly direction along land of said Grenville Park,
 about six (6) feet, to an angle in the wall;

Thence southerly along the line of said wall and land of said Grenville
 Park, forty-seven and 50/100 (47.50) feet;

Thence continuing in a southerly direction along line of land of Grenville
 Park, one hundred fifteen (115) feet to an angle in the wall;

Thence southerly along line of said Grenville Park, about twelve (12) feet
 to the northeasterly corner of land formerly of Conkey, now of Randle;

Thence westerly about two hundred eighty-two (282) feet, along the northerly
 line of land of said Randle to the southeasterly corner of the tract above-described;

Thence in a northerly direction along the easterly line of the tract above-
 described, one hundred twenty-five (125) feet to the northeasterly corner of the
 tract above-described;

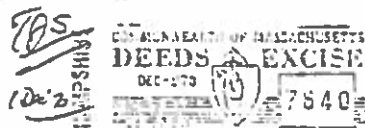
Thence in a westerly direction along the northerly line of land above-
 described, two hundred twenty (220) feet to the place of beginning.

Subject to any rights of way of record, or otherwise, if same now exist.

Being the same premises conveyed to us by deed of G. Frederick Wagner, Jr.
 and Lucille F. Wagner, dated August 12, 1965, and recorded with Hampshire County
 Registry of Deeds in Book 1468, Page 461.

Premises are conveyed subject to mortgage to Ware Savings Bank, the
 principal balance of which is \$22,236.45, which grantees assume and agree
 to pay.

Massachusetts Excise in the amount of \$76.40 hereto affixed and cancelled.



(*Individual—Joint Tenants—Tenants in Common—Tenants by the Entirety.)

1585-604

Witness our hand and seal this 30th day of November 1970

Eleanor B. Kuras
99 Main Street
Hartford, Conn.

Thomas J. Skypeck
M. Christine Skypeck

The Commonwealth of Massachusetts

HAMPSHIRE,

ss.

November 30, 19 70

Then personally appeared the above named Thomas J. Skypeck and M. Christine Skypeck

and acknowledged the foregoing instrument to be their free act and deed, before me

Eleanor B. Kuras
Eleanor B. Kuras Notary Public

My commission expires October 15, 19 71

December 1, 1970 at 12 O'clock and 19 minutes P.M. Rec'd, Ent'd and Exam'd.

We, G. FREDERIC WAGNER, JR., and LUCILLE F. WAGNER, husband and wife, both
of Cumberland, Rhode Island

do hereby convey, for consideration paid, grant to

THOMAS J. SKIPECK and M. CHRISTINE SKIPECK, husband and wife, both

of Ware, Hampshire County, Massachusetts.

as tenants by the entirety,
with warranty covenants

Two tracts or parcels of land situate in said Ware, bounded and described as follows:

Tract 1: Beginning at an iron pin on the easterly side of Church Street, said pin being the southwesterly corner of the tract herein conveyed and the northwesterly corner of land formerly of Fred S. Conkey, now of James Nields, III; thence northeasterly along the easterly line of said Church Street one hundred twenty-five (125) feet to an iron pin in the ground; thence southeasterly in a line parallel with the northerly boundary of land of said Nields two hundred twenty (220) feet to an iron pin; thence southwesterly in a line parallel with and two hundred twenty (220) feet distant from the first described course one hundred twenty-five (125) feet, more or less, to an iron pin in the ground, said iron pin being at the northeasterly corner of land of said Nields; thence northwesterly along land of said Nields two hundred twenty (220) feet to the place of beginning.

Tract 2: Beginning at a point on the easterly side of said Church Street at the southwesterly corner of the conveyed premises and the northwesterly corner of the tract above described; thence in a northerly direction along the easterly side of said Church Street about fifty (50) feet to the southwesterly corner of land of one West; thence easterly along the southerly line of land of said West about five hundred twenty-one (521) feet to a stone wall at land of the Town of Ware, known as Grenville Park; thence in a southeasterly direction along land of said Grenville Park about six (6) feet to an angle in the wall; thence southerly along the line of said wall and land of said Grenville Park forty-seven and fifty hundredths (47.50) feet; thence continuing in a southerly direction along line of land of Grenville Park one hundred fifteen feet to an angle in the wall; thence southerly along line of said Grenville Park about twelve (12) feet to the northeasterly corner of land formerly of Conkey, now of Nields; thence westerly about two hundred eighty-two feet (282) along the northerly line of land of Nields to the southeasterly corner of the tract above described; thence in a northerly direction along the easterly line of the tract above described one hundred twenty-five (125) feet to the northeasterly corner of the tract above described; thence in a westerly direction along the northerly line of land above described two hundred twenty (220) feet to the place of beginning.

Subject to any rights of way of record or otherwise if same now exist.

Being the same premises conveyed to grantors by Ware Woolen Company by deed dated April 24, 1959, recorded in Hampshire County Deeds Book 1299, Page 119.

The option contained in the aforementioned deed from Ware Woolen Company was released by instrument recorded in said Deeds, Book 1457, Page 668.

Premises are conveyed subject to all real estate taxes assessed thereon for the year 1965, which grantees agree to pay.

Federal revenue of \$31.90 and Massachusetts revenue of \$32.35 are affixed hereto and canceled.

1468-462



Grantors, being married to each other,

release to said grantee all rights of tenancy by the curtesy/dower and homestead and other interests therein.

Witness our hand and seal this 12th day of August, 19 65

Frederick Wagner Jr.
Lucille F. Wagner

The Commonwealth of Massachusetts

Hampshire,

ss.

August 12, 19 65

Then personally appeared the above named C. Frederick Wagner, Jr. and
Lucille F. Wagner

and acknowledged the foregoing instrument to be their free act and deed,
before me,

Neil W. Schoonmaker, Jr.
NEIL W. SCHOONMAKER, JR., Notary Public
My commission expires December 28, 1965

My commission expires 19

Aug. 13, 1965, at 12 o'clock & 40 Mins. P.M. Rec'd, Ent'd & Exam'd.

2505

1299
119

WARE WOOLEN COMPANY,

a corporation duly established under the laws of the Commonwealth of Massachusetts,

and having its usual place of business at Ware,

Hampshire

County, Massachusetts, for consideration paid

grant to G. Frederic Wagner, Jr. and Lucille F. Wagner, husband and wife and both of said Ware as tenants by the entirety

cc Book 1457
page 668

stox

with warranty covenants

~~MacCann~~ Two certain tracts or parcels of land situate in said Ware, bounded and described as follows:

(Description and encumbrances, if any)

Tract #1: Beginning at an iron pin on the easterly side of Church Street, said pin being the southwesterly corner of the tract herein conveyed and at the northwesterly corner of land of Fred S. Conkey et al;

Thence northeasterly along the easterly line of said Church Street one hundred twenty five (125) feet to an iron pin in the ground;

Thence southeasterly in a line parallel with the northerly boundary of land of said Conkey et al two hundred twenty (220) feet to an iron pin;

Thence southwesterly in a line parallel with and two hundred twenty (220) feet distant from said first described course one hundred twenty five (125) feet, more or less, to an iron pin in the ground, said iron pin being at the northeasterly corner of land of said Conkey et al;

Thence northwesterly along land of said Conkey et al two hundred twenty (220) feet to the place of beginning.

Being the same premises described in deed from Frances S. MacCann to grantor to November 1, 1945, recorded with Hampshire County Registry of Deeds, Book 997, Page 252.

Tract #2: Beginning at a point on the easterly side of said Church Street at the southwesterly corner of the conveyed premises and the northwesterly corner of the tract above described;

Thence in a northerly direction along the easterly side of said Church Street about fifty (50) feet to the southwesterly corner of land of one West;

Thence easterly along the southerly line of land of said West about five hundred twenty one (521) feet more or less to a stone wall at land of the Town of Ware known as Grenville Park;

Thence in a southeasterly direction along land of said Grenville Park about six (6) feet to an angle in the wall;

Thence southerly along the line of said wall and land of said Grenville Park forty seven and fifty hundredths (47.50) feet;

Thence continuing in a southerly direction along line of land of Grenville Park one hundred fifteen (115) feet to an angle in the wall;

Thence southerly along line of said Grenville Park about twelve (12) feet to the northeasterly corner of land of one Conkey;

Thence westerly about two hundred eighty two (282) feet along the northerly line of land of one Conkey to the southeasterly corner of the tract above described;

Thence in a northerly direction along the easterly line of tract above described one hundred twenty five (125) feet to the northeasterly corner of tract above described;

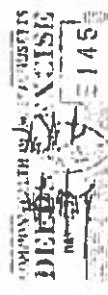
Thence in a westerly direction along the northerly line of land above described two hundred twenty (220) feet to the place of beginning.

Being a part of the premises described in deed from Fulton Rindge to the grantor dated June 20, 1949, recorded in said Registry in Book 1051, Page 137.

Subject to any rights of way of record or otherwise if same now exist.

1299
120

The grantees by accepting this deed agree that they will not sell or convey the granted premises to any person or persons without first giving Fulton Rindge, of Essex, Connecticut, or his legal representatives if he is not then living, and the grantor herein or its successors or assigns, an option to purchase the premises at the price at which the grantees shall have an opportunity to sell to such other person or persons or at the then fair market value of the premises if the proposed conveyance is other than a sale, said Fulton Rindge or his legal representatives to have the first refusal of such option to purchase. The grantees herein shall give written notice of any proposed sale or conveyance to Fulton Rindge or his legal representatives and the grantor herein or its successors or assigns not less than two months or more than four months before said proposed sale or conveyance, and this option shall expire two months after receipt of such notice. Not later than three months after the death of the survivor of the grantees, the legal representatives and/or heirs and/or devisees of such survivor shall give in writing to said Fulton Rindge or his legal representatives and the grantor or its successors or assigns an option for two months to purchase the granted premises at their then fair market value, said Fulton Rindge or his legal representatives to have the first refusal of such option to purchase. An affidavit by the grantees or by the survivor of the grantees or by the legal representatives and/or heirs, and/or devisees of the survivor of the grantees, as the case may be, as the owners of the premises at the time said affidavit is made, and by Fulton Rindge or his legal representatives if his estate has not then been closed, and the grantor herein or its successors or assigns, stating that the terms of the aforesaid option were duly complied with by notice sent as therein required, and that the persons holding said option did not within the time limited exercise said option, shall be conclusive as to the facts therein set forth and upon the recording of said affidavit in the Registry of Deeds where the land is located all rights of Fulton Rindge or his legal representatives and the grantor herein or its successors or assigns, in said option shall terminate and the premises may be sold or conveyed free and clear of said option or any rights thereunder. If it is necessary to determine the fair market value of the premises and the parties in interest cannot agree thereon before the date on which the option otherwise would expire, then the expiration date of the option shall be two months beyond the date of the determination of fair market value as established by arbitration in accordance with the rules of the American Arbitration Association. The foregoing option shall not be construed to prevent the grantees or the survivor from giving a mortgage on the property to a mutual savings bank or other banking institution in the business of loaning money secured by real estate mortgages, and any such mortgage shall be free and clear of this option provision.



HAMPDENS

In witness whereof, the said WARE WOOLEN COMPANY

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Fulton Rindge,

its Treasurer,

this

24th

day of

April,

in the year one thousand nine hundred and fifty-nine.

Signed and sealed in presence of

John A. Zepo

WARE WOOLEN COMPANY

by

Fulton Rindge
Treasurer



WARRANTY DEED

Frances S. MacCann

To

Ware Woolen Company

Church Street

Ware

I, Frances S. MacCann, unmarried, of Ware, Hampshire County, Massachusetts, for consideration paid, grant to WARE WOOLEN COMPANY, a corporation duly organized by law and having its usual place of business at said Ware, with WARRANTY COVENANTS A certain tract or parcel of land situate in said Ware, bounded and described as follows: Beginning at an iron pin on the easterly side of Church Street, said pin being the southwesterly corner of the tract herein conveyed and at the northwesterly corner of land of Fred S. Conkey et al; thence northeasterly along the easterly line of said Church Street one hundred twenty five (125) feet to an iron pin in the ground; thence southeasterly in a line parallel with the northerly boundary of land of said Conkey et al two hundred twenty (220) feet to an iron pin; thence southwesterly in a line parallel with and two hundred twenty (220) feet distant from said first described course one hundred twenty five (125) feet, more or less, to an iron pin in the ground, said iron pin being at the northeasterly corner of land of said Conkey et al; thence northwesterly along land of said Conkey et al two hundred twenty (220) feet to the place of beginning.

For my title to said premises, reference is made to deed from Fulton Rindge to Earl T. MacCann and myself as tenants by the entirety dated April 11, 1938, recorded with Hampshire County Deeds in Book 931, Page 218, the said Earl T. MacCann having deceased.

Premises are conveyed subject to an easement to the Town of Ware more fully described in a deed from Earl T. MacCann and Frances S. MacCann to the Inhabitants of the Town of Ware dated July 20, 1938, recorded with Hampshire County Deeds in Book 936, Page 311.

Premises are also conveyed subject to a mortgage to the Ware Savings Bank in the principal sum of \$2,560.90 as of January 1, 1946, also subject to taxes to said Town of Ware and Ware Fire District assessed as of January 1, 1946.

WITNESS my hand and seal this 1st day of November, 1945

John T. Storrs

I Frances S. MacCann

Seal

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss. November 1, 1945 Then personally appeared the above-named Frances S. MacCann and acknowledged the foregoing instrument to be her free act and deed.

Before me, John T. Storrs, Notary Public
My Commission expires July 26, 1951

Hampshire, ss. January 4, 1946, at 9 o'clock and - minutes, A. M.
With Government Stamps \$11.00 affixed and cancelled.

D:✓ 500-4-46

We, Earl T. MacCann and Frances A. MacCann, husband and wife and both of Ware, Hampshire County, Massachusetts, for consideration paid, grant to the Inhabitants of the Town of Ware, a municipal corporation within the said County of Hampshire, with QUITCLAIM COVENANTS The right to lay and forever maintain a pipe for the purpose of carrying away surface drainage water through the following described portion of our premises situate on the easterly side of Church Street, said Ware, bounded and described as follows: Beginning at the Northwesterly corner of the described tract at a point on the easterly line of Church Street located South 46° 20' West thirty-six and fifty-one hundredths (36.51) feet from a concrete bound set in the ground at the Northwest corner of land of the grantors on said Easterly line of Church Street; thence South 58° 28' East one hundred twenty four and sixty-four hundredths (124.64) feet on other land of the grantors along the Northerly line of said right of way to the Easterly end thereof; thence South 31° 22' West six (6) feet on land of the grantors; thence North 58° 28' West one hundred twenty five and thirty-six hundredths (125.36) feet on land of the grantors along the Southerly side of right of way to the Easterly line of said Church Street; thence North 46° 20' East six and four hundredths (6.04) feet on the Easterly line of said Church Street to the point of beginning. Said right and easement is conveyed subject to the condition that the grantee shall wholly bear the cost of laying, maintaining and operating said pipe, that after said pipe has been laid or if same has to be dug up in the maintenance thereof; the ground surface shall be restored as nearly as possible to its original condition and level by the grantee. The money consideration for this conveyance is less than One Hundred Dollars.

I, Frances A. MacCann, wife of Earl T. MacCann, and I, Earl T. MacCann, husband of Frances A. MacCann, consenting hereto, release to said grantee all rights of tenancy by the curtesy dower and homestead and other interests therein.

WITNESS our hands and seals this 20th day of July, 1938

John T. Storrs	{ Earl T. MacCann	Seal
	{ Frances A. MacCann	Seal

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

Ware, July 20, 1938

Then personally appeared the above named Earl T. MacCann and acknowledged the foregoing instrument to be his free act and deed, before me

John T. Storrs

Notary Public

My commission expires August 24, 1944

Hampshire, ss. November 7, 1938 at 9 o'clock and - minutes A.M.

QUITCLAIM DEED
Earl T. MacCann
et ux
To
Inhabitants of
Ware

Easement
Ware

WARREN
Special Town Meeting



COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

To Bartholomew W. Buckley, one of the Constables of the Town of Ware, Greeting:—

In the name of the Commonwealth of Massachusetts, you are required to notify and warn the Inhabitants of the Town of Ware, qualified to vote in town affairs, to meet at the Town Hall, in said Ware, on Wednesday, the 7th day of September, 1938, at seven o'clock in the evening, then and there, to act on the following articles, viz:—

Article 1. To choose a moderator to preside at said meeting.

136-1

1938
Article 2. To see if the town will vote to raise and appropriate a sum of money for the purpose of constructing a High Service Reservoir, and lining the Church Street distribution reservoir, and authorize the Selectmen to accept on behalf of the Town, for use in carrying out such project, a Federal grant of money pursuant to the Public Works Administration Appropriation Act of 1938; and authorize the Water Commissioners to construct said project and contract with respect thereto, and authorize the Treasurer, with the approval of the Selectmen, to borrow such sums as may be necessary to meet any appropriation made, and to use any other available funds that may be raised by taxation or appropriation for that purpose, or take any action relative thereto.

136-2

now
Article 3. To see if the town will vote to raise and appropriate a sum of money for purpose of laying and relaying water mains not less than six but less than eight inches in diameter, and for the construction of a building for a pumping station, determine how the money shall be raised by borrowing or otherwise, or take any action relative thereto.

136-3

now
Article 4. To see if the town will vote to authorize the incurring of additional liabilities by the Board of Water Commissioners, for the expenses of the Water Department during the balance of the fiscal year of 1938, for maintenance, equipment, engineering and general construction and for the purchase of rights of way and easements over private lands, in not exceeding the sum of Five Thousand (\$5,000.00) Dollars and appropriate the Department's unexpended balance and the receipts of the year therefor, or raise and appropriate any sum of money for such purpose.

136-4

receipt
now
Article 5. To see if the town will accept a right of way or easement in or over lands of Earl T. MacCann and Frances A. MacCann off Church Street in the Town of Ware as described in deed by said MacCanns to the inhabitants of the Town of Ware dated July 20, 1938.

136-5

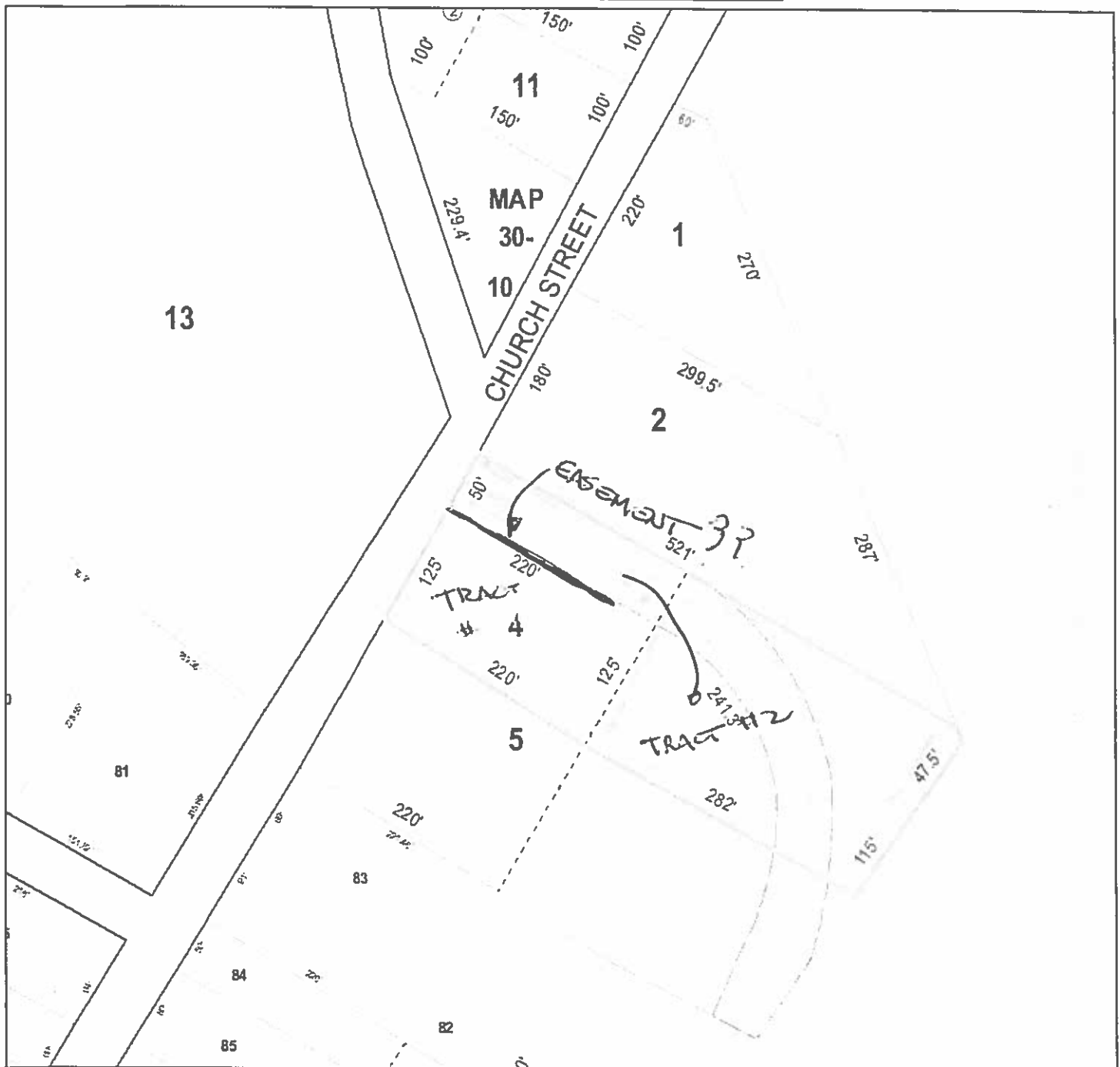
yes
Article 7. To see if the town will authorize the Selectmen to sell and convey in the name and behalf of the town at public sale or at private sale and at such price as the Selectmen may determine any and all parcels of real estate, title to which has



Ware, MA

CAI Technologies

September 1, 2020



Common Line Tract Line
Property Line Right of Ways
Public Road
Right of Way

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



MEMO

To: Board of Selectmen
From: Mary L. Midura
Date: September 15, 2020
Re: License Renewals for Liquor

Before you tonight is a proposal to give a 25% discount to Section 12 licensees (On-Premises: Restaurants, Clubs, General-on-Premises) in November for 2021 renewals. The reason is to grant relief to businesses that were forced to be closed during months of COVID-19.

If approved, the Town would forgive approximately \$3,338 in renewal fees.

For further consideration, Weir River Social Club, Melha Shriners, and Gabryel Narutowicz are still closed per Governor Baker's Orders. These fall under Phase 4 of the Reopening Plan, with a date not yet known. Rollaway Lanes was allowed to open on July 6, 2020 under Phase 3. You may wish to decide to give a further discount to these establishments.

Your approval tonight would greatly help me to give clear amounts due to licensees when I mail the renewal documents to licensees on October 1, 2020.



TOWN OF WARE

TEMPORARY POLICY CHANGE ON ALCOHOL FEES AND INACTIVE LICENSES DUE TO COVID-19

Due to the inability of alcohol licensees in the Town of Ware to open and fully operate during the Covid-19 pandemic, the Board of Selectmen (Licensing Authority) proposes the following **temporary** policy changes with regards to fees and inactive licenses:

- 1) That all section 12 (On-Premises: Restaurant, Club, General-on-Premise) alcohol licensees be credited one fourth of their alcohol fee for the next alcohol fee renewal period due in November for 2021; this credit would cover the closure period of three months in 2020;
- 2) That this credit does not apply to section 15 (Off-premises: Package Store) licensees as they were allowed as essential operations and allowed to be fully open in 2020;
- 3) That section 12 licensees who have been unable to reopen and/or have chosen to be closed during the pandemic, will be allowed to hold their licenses as inactive and may reopen during 2020 or in 2021, with the necessary inspections needed.
- 4) That section 12 licensees who are not open or have chosen to be closed, will not be required to pay a renewal license fee but should they reopen during 2020, pay a portion of the fees due for the year per month they are open in 2020 and the renewal fees due in November for 2021.
- 5) That these **temporary** changes in policy be reviewed as changes to the Governor's orders are amended or added as necessary and reviewed in November 2020 before the alcohol renewal period.

TEMPORARY POLICY CHANGE ON ALCOHOL FEES AND INACTIVE LICENSES DUE TO COVID-19

Signed this 15th day of September, 2020.

Board of Selectmen:

Alan G. Whitney, Chairman

Keith J. Kruckas, Vice-Chairman

Nancy J. Talbot

Thomas H. Barnes, Clerk

John J. Morrin

License #	License Type	Licensee	Address	Manager	Annual FEE		
					75%	25%	
LIQUOR LICENSES							
1	AA Club	Aspen Street Rod & Gun Club	58 Aspen St	David R. Fox, Jr.	\$800	\$600.00	\$200.00
24	AA Club	Weir River Social Club, Inc.	6 East St	Charles R. Niedzwiecki	\$800	\$600.00	\$200.00
4851	AA Club	Melba Shrimers	126 W Main St	Russell Mitchell	\$800	\$600.00	\$200.00
9	AA Rest	Teresa's Restaurant of Ware, Inc.	305 Palmer Road	Dina Ferrentino	\$1,215	\$911.25	\$303.75
46	AA Rest	Wong Chen, J.I.C. d/b/a Asian Garden Restaurant	124 E. West St	Quang T. Huynh	\$1,215	\$911.25	\$303.75
38	AA Rest	Garlic, Inc. d/b/a Mexicali Grill	148 West St	Dolores Nunez	\$1,215	\$911.25	\$303.75
43	AA Rest	JKZ Enterprise, Inc./Hanna Devines Rest & Bar	91 Main St	Kimberly Craig	\$1,215	\$911.25	\$303.75
4086	AA Rest	Gabriel Namtowicz, Inc.	11 East Main St	Kim M. Trzpit	\$1,215	\$911.25	\$303.75
4731	AA Rest	Wicked Wings Ware Inc. d/b/a Wicked Wings Co.	136 Pleasant St	Andrew Norton	\$1,215	\$911.25	\$303.75
5125	AA Rest	Mak-8-Mass, Inc. d/b/a Debbie Wong Restaurant	54 West Main St	Ho Mak	\$1,215	\$911.25	\$303.75
12	W&M Rest	GNK, Inc. d/b/a Astronaut Pizza House	197 West St	Suzanne Karamakis	\$550	\$412.50	\$137.50
30	W&M Rest	Christina Christodoulou d/b/a Niko's Pizza	118 Main St	Christina Christodoulou	\$550	\$412.50	\$137.50
40	W&M Rest	Ying Xuan Chen d/b/a New United China #1	164 West St	Ying Xuan Chen	\$550	\$412.50	\$137.50
41	W&M Grp	Alan S. Josefak (Rollaway Lanes)	140 West St	Alan S. Josefak	\$800	\$600.00	\$200.00
					\$13,355	\$10,016.25	\$3,338.75
					25% Discount total		
15	AA Pkg	Sakkartar and Sons, Inc. d/b/a Ware Package	51 Main St	Samam Hans	\$750		
16	AA Pkg	Bruso Liquor Mart, Inc.	144 Main St	Richard S. Bruso	\$750		
34	AA Pkg	Ware 48 West St Corp/ Jane Alden	48 West St	Krunalkumar Patel	\$750		
18	W&M Pkg	Westborough Bev. Corp/Walmart	Palmer Road	Wendy Hubbard	\$700		
22	W&M Pkg	Brookside Mart, Inc.	131 West St	Peter J. McKeamey	\$700		
26	W&M Pkg	Peter J. Kozzol d/b/a Pete's Package	100 East St	Peter J. Kozzol	\$700		
					\$4,350		



TOWN OF WARE

Town Manager

126 Main Street

Ware, MA 01082

413-967-9648 x100

To : Board of Selectmen

From : Stuart Beckley, Town Manager

Cc: : Town Accountant
School Business Manager

Subject: COVID School Services bills

In accordance with the attached information from the Department of Local Services (pages 5-6) and the Ware School District, would the Board please approve the payment of school bills for services that were funded through the end of the school year. The required documentation and certifications by the vendors were received by the school department. The School Committee voted approval on August 19th. The motions can be adapted for the Select Board.

Thank you.

Invoices to be Paid - Chapter 92 of the Acts of 2020

First Student Inc	80,797.86	April 2020	invoiced
First Student Inc	80,797.86	May 2020	Encumbered - no invoice
First Student Inc	80,797.86	June 2020	Encumbered - no invoice
Van Pool	83,084.10	March 2020	invoiced
Van Pool	51,201.94	April 2020	invoiced
Van Pool	55,068.45	May 2020	invoiced
Van Pool	38,369.63	June 2020	invoiced
Van Pool	1,040.50	June 2020 NCLB	invoiced
Amherst Public School	13,155.66	Feb-Apr 2020	Invoiced
Amherst Public School	7,694.82	May-Jun 2020	Invoiced
CAPS Collaborative	5,444.82	7/9/19-8/5/19	Invoiced
CAPS Collaborative	13,884.30	8/27/19-11/1/19	Invoiced
CAPS Collaborative	13,884.30	11/4/19-1/21/20	Invoiced
CAPS Collaborative	13,884.30	1/22/20-3/31/20	Invoiced
CAPS Collaborative	13,884.30	4/1/20-6/11/20	Invoiced
Collab for Educ Serv	5,644.50	March 2020	Invoiced
Collab for Educ Serv	5,644.50	April 2020	Invoiced
Collab for Educ Serv	5,644.50	May 2020	Invoiced
Collab for Educ Serv	5,644.50	June 2020	Invoiced
LPVEC	4,400.00	April 2020	Invoiced
LPVEC	5,500.00	May 2020	Invoiced
LPVEC	3,850.00	June 2020	Invoiced
North River Collaborative	1,200.00	Pmt #3 of 3	Invoiced
SWCEC	13,152.60	Open PO	Encumbered - no invoice



Helping schools succeed

To: Marlene DiLeo, Ed.D. Superintendent
Cc: Ware School Committee
From: Andy Paquette, SFO, CGFM, HRSM
Date: August 19, 2020
RE: Chapter 92 of the Acts of 2020

Background: The Department of Revenue's Division of Local Services issued directions related to "An Act Relative to Municipal Governance during the COVID-19 Emergency, Chapter 92 of the Acts of 2020 (the Act)."

Sections 12 and 13 of The Acts allows for cities, towns, and regional school districts to approve payment for services not rendered or partially rendered on an existing contract. In order to process the attached invoices, the following vote needs to be taken by the school committee:

Motion: I move that the Ware School Committee accept Sections 12 and 13 of Chapter 92 of the Acts of 2020 as described in the attached bulletin.

Motion: I move that the attached invoices be processed in accordance with Sections 12 and 13 of Chapter 92 of the Acts of 2020.

Towns are reminded that under G.L. c. 41, s. 15A, town clerks are required to certify appropriations to the assessors and the town accountant as soon as "a vote appropriating money becomes effective." If a town meeting (either a reduced-quorum town meeting or any town meeting) is continued to a date after June 30, appropriations approved prior to the continuance of the meeting may not be in effect if they are subject to reconsideration at the continued town meeting. Towns are urged to consult with their town clerk, local counsel and town moderator, in advance, to determine if this could be an issue for your town. Some towns have local bylaws that limit reconsideration of approved articles that could apply to allow the town clerk to certify approved appropriation votes even if the town meeting is not dissolved but continued to another date.

Towns that may not have approved budgets on June 30 are reminded to review Bulletin 20-6, regarding the procedures for obtaining deficit spending authority from the director of accounts for continued operations beginning July 1, 2020 as authorized by St. 2020, c. 53, s. 5.

B. Conducting a Representative Town Meeting through Remote Participation

Section 8 - This section provides a process to allow representative town meetings to be conducted remotely during the governor's March 10, 2020 declaration of a state of emergency. This section does not apply to open town meetings. Under this section, if the moderator determines that it is not possible to safely assemble the town meeting members and interested members of the public in a common location while complying with any applicable state or local orders, directives or guidance concerning public assemblies, the moderator may request that the select board or board of selectmen of the town call for a representative town meeting to be held through remote participation. Section 8 establishes detailed approval and notification procedures as well as minimum requirements for the video or telephone conference platform and how registered voters may participate in the remote town meeting. If your town is interested in holding a representative town meeting through remote participation, we urge you to consult with your moderator and your local counsel to ensure compliance with the requirements of section 8.

Section 17 – This section provides that if the Act does not take effect at least 15 days prior to the date of a scheduled representative town meeting, the actions of a town moderator, select board or board of selectmen and town meeting that are substantially consistent with the requirements of section 8 shall be ratified as if the Act had been in place prior thereto.

C. Holding a Town Meeting Outside the Geographic Location of the Town

Section 9 – This section allows a select board or board of selectmen (both referred to herein as "board") with the approval of the town moderator to hold town meeting outside the geographic limits of the town if the board determines that it is not possible to adequately conduct town meeting in a location within the geographic limits of the town in a manner that ensures health and safety. This section does not apply to a meeting for the election by ballot of federal, state or other officers or the determination of other matters to be determined by ballot at an election. The board must publicly post notice of the location of town meeting to be held outside the geographic limits of the town not less than 10 days before the date of the meeting.

town budget and other necessary FY2021 expenditures and not items that the town meeting would not itself fund.

Appropriations under section 10(b) may be made during FY2020 or FY2021; however, they must be for a fiscal year 2021 expenditure.

Appropriations and alterations of the purpose of a stabilization fund may still be made by a city, town or district in the manner described in G.L. c. 40, s. 5B – by a 2/3 vote of the legislative body of the city, town or district, subject to charter. As a result, if a town meeting is held, the town meeting may, by a 2/3 vote, alter the purpose of and appropriate from stabilization funds following the procedure of G.L. c. 40, s. 5B. For more information regarding Stabilization Funds, see IGR 17-20.

We note that while a suspension of the dedication of revenue to a stabilization fund under section 10(a) is only for FY2021 and not permanent, an appropriation from a stabilization fund under section 10(b) results in a permanent reduction of the funds in a stabilization fund unless the legislative body later votes to appropriate funds to replenish the stabilization fund.

III. Extension for Mayors to Submit FY21 Annual Budget to City Council under Statutory City Budget Process of G.L. c. 44, s. 32.

Sections 11 and 18 – Section 11 extends the time for a mayor in a city to submit the annual budget to the city council under G.L. c. 44, s. 32, if the mayor is unable to do so as a result of the outbreak of COVID-19 and the effects of the governor's March 10, 2020 declaration of a state of emergency. Ordinarily, section 32 requires a mayor to submit an annual budget to the city council within 170 days after the annual organization of the city government in any city other than Boston. Section 11 extends the time periods for submitting the budget and for the council to act on the budget; provided that the mayor must submit the FY21 annual city budget to the city council within 30 days after the termination of the declaration of emergency or on July 31, 2020, whichever is earlier.

An overview of the statutory city budget process under G.L. c. 44, s. 32 is needed to understand how to implement section 11. In summary, under section 32, once a mayor has timely submitted the annual budget to the city council, the council has 45 days to act on the mayor's budget by approving, reducing or rejecting the amounts recommended in the mayor's budget. If a mayor does not timely submit the annual budget to the city council, the city council, on "its own initiative," prepares the annual budget. The council then votes on the amounts contained in its budget within 15 days, by approving, reducing or rejecting the amounts. If the city has not approved an operating budget for the fiscal year due to "circumstances beyond its control," the mayor may submit to the city council a continuing appropriation budget on a month by month basis for a period not to exceed three months; that is, for July, for August and for September. For more information on the statutory city budget process, please see DLS's City Budget Process Frequently Asked Questions (FAQs).

For example, if the mayor timely submits the budget to the council on July 31 under section 11, the city council will have 45 days after July 31 to act on the mayor's budget by approving, reducing or rejecting the amounts recommended in the budget. If the mayor does not submit the budget to the city council on or before July 31, 2020, the city council, on "its own initiative," prepares the annual

B. Exercise of Option

This option is exercised by approval of payment on a contract subject to sections 12 and 13 as follows:

- (a) In a city, by: (i) vote of the school committee; (ii) city auditor, accountant or other officer having similar duties; and (iii) the mayor (unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.)
- (b) In a town, by: (i) vote of the school committee; (ii) town accountant or other officer having similar duties; and (iii) vote of the board of selectmen (unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.)
- (c) For a regional school district, by: (i) vote of the regional school committee and (ii) the business manager, assistant superintendent for business or other employee with title of similar import and responsibilities as those of a town accountant.

The above committees and boards may not delegate authority to one of its members to exercise the option under sections 12 and 13 or delegate approval authority to one of its members for payments under sections 12 and 13.

C. Payment Requirements

Before any payment, the service contractor must present to the above approving authorities, a sworn statement reporting grants, discounted loans or other financial support that the service contractor has received from a state, federal or local government as a result of the outbreak of COVID-19 or, if the service contractor has not received any such grants, discounted loans or other financial support, affirming that the service contractor has not received, and shall not receive thereafter, any such grants, discounted loans or other financial support. If the service contractor reports it has received grants, discounted loans or other financial support from a state, federal or local government, the payments to the service contractor made pursuant to sections 12 and 13 must not exceed the total amount to which the service contractor is eligible under the service contract less the amount the service contractor received in such grants, discounted loans or other financial support and the sworn statement shall include an attestation that the payment is not in excess of that amount.