

Selectboard Meeting Notice Agenda
Ware Town Hall, 126 Main Street, Ware, MA 01082
Tuesday, November 14, 2023, at 7:00 pm

Instructions for Remote Participation at or before 7:00 p.m.

Zoom Link: <https://us02web.zoom.us/j/7846041861?pwd=bldFR0tscStPMWhScHFwRlFWbHRRdz09>

Meeting ID: 784 604 1861

Passcode: 01082

Phone: 929-205-6099

PLEDGE OF ALLEGIANCE

OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR

CONSENT AGENDA

- Special Event Permit: Permit #2023-14 – Santa Tree Lighting, November 24, 2023, from 5:00pm to 7:00pm, Veterans Park and Town Hall – Great Hall. No Rain Date.
- One-Day Liquor Licenses:
 - #2023-28 – Drum & Dance Circle, November 18, 2023, from 6:00pm to 10:00pm, 13 Church Street.
 - #2023-29 – Open Mic Music, November 17, 2023, from 6:00pm to 10:30pm, 13 Church Street.
- Approval of Regular Session Minutes: July 18th, September 5th & 19th, and October 26th, 2023
- Resignation of Jon Hogan from Ware Housing Authority and to post vacancy.

SCHEDULED APPEARANCES

- **7:05PM** – Application for a new Common Victualler license, GMDJ Inc d/b/a Ware House of Pizza, 197 West Street.
- Appointments
 - Human Resource Director: Amy Przypek
 - Tax Increment Financing Committee (TIF) & Planning and Community Development Advisory Committee: Nicholas Bousquet
 - 250th US Celebration Committee: Wanda Mysona
- Joint Meeting with Finance Committee to Review Warrant Articles for Special Town Meeting
- Department Quarterly Meetings
 - Building Department
 - Planning & Community Development Department & Conservation
 - Town Clerk
 - Parks
 - Board of Health

OLD BUSINESS

- Approval of Code of Conduct Policy
- Sale of Water / Wastewater Assets – Update

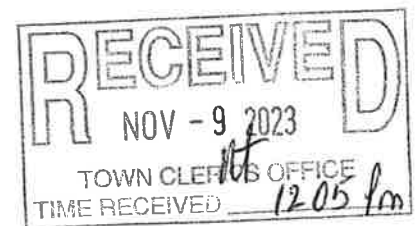
NEW BUSINESS

- Ware's Winter Parking Rules – Request for revisions per Police Chief
- Request for a Handicap Parking Space located in front of 5 Pine Street
- Request for a Business Only Parking Space located in front of 13 Church Street
- Consider a Reduced Quorum for Special Town Meeting, November 27, 2023

COMMENTS & CONCERNS OF CITIZENS

TOWN MANAGER REPORT

ADJOURNMENT



SPECIAL EVENT PERMIT APPLICATION- TOWN OF WARE
(To be posted or made available at event)

Return to: Selectboard Office, 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: Santa Tree Lighting Event Producer: Ware Holiday Flair

Primary Contact Information

Primary Contact Name: Kathleen Deschamps

Mailing Address: 11 Cottage St., Ware, MA 01082

Day Phone: 413-519-9815 Cell Phone: same

E-mail: kate3754@aol.com Website: _____

Non-Profit Organization / Event: Yes No

Event Information

Event Address / Location: town hall and Veterans Park

EVENT DATE
Starting Date: 11 / 24 / 23 Time: 5 : 00 PM Attendance Expected: 300

Ending Date: 11 / 24 / 23 Time: 7 : 30 PM

RAIN DATE
Starting Date: / / Time: : M Attendance Expected:

Ending Date: / / Time: : M No Rain Date Scheduled

List any streets to be closed for special event: Main St. from West St. to Bank St.
from 5:45-6:30

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

There will be a DJ playing music in front of town hall.
At 5:45 dancers will perform in the street in front of
town hall. At 6:00 Santa will arrive by firetruck
from Bank St. He will turn on the Christmas lights
on the big tree in Veterans Park then enter town hall
where he will greet the children.

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

I, Kathleen Deschamps, a representative from Ware Holiday Flair, does hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely town hall and Veterans Park located at Main St, Ware, Massachusetts, for the purpose described above, and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as Ware Holiday Flair), 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 Town Hall, Veterans Park does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, it's 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 10 day of October, 20 23, on behalf of _____ by _____, its _____.

Signature Kathleen Deschamps Date: 10 / 10 / 23
Signature of the agent duly authorized by the Special Event Permit applicant to bind it.

This application packet (the checklist and the permit application) will be reviewed by each department for sign-off. Once all sign-offs have been received, this application packet will be placed on an upcoming agenda for final approval by the Selectboard.



APPLICATION FOR USE OF TOWN FACILITIES

NAME: Kathleen Deschamps DATE: 10-10-23
 ORGANIZATION: Ware Holiday Flair
 ADDRESS: 11 Cottage St. Ware
 SPACE REQUESTED: Town hall, Veterans Park
 DATE REQUESTED: 11-24-23 REASON: Santa tree lighting

TOWN HALL AUDITORIUM POLICY

1. Organizations seeking use of the Town Hall or other facilities must make a request in writing to the Town Manager at least thirty (30) days prior to the event.
2. Organizations granted use of the Town Hall must provide a certificate of insurance for property & liability coverage with an aggregate property and bodily injury liability limit of \$1,000,000 at least five (5) days prior to the event.
3. Organizations granted use of the Town Hall shall provide the Town of Ware with a security deposit of \$200.00 in the form of certified check or money order or cash, at least five (5) days prior to the event. The deposit shall be released to the organization after the event upon recommendation of the Town Hall custodian who shall inspect the building and grounds for any damage resulting from the event within twenty-four (24) hours from the day of the event.
4. Organizations granted use of the Town Hall shall, at the discretion of the Chief of Police, be responsible for securing and paying for a special duty Police Officer or more than one Officer as determined by the Chief for safety purposes. The security deposit shall not be released unless the Special Duty Police have been paid by check payable to the Town of Ware.
5. Organizations granted use of the Town Hall shall pay a rental fee of \$200.00 per diem, and an additional energy use fee of \$100.00 per diem for use of the hall in the months of November through March, inclusive; Rental fees are due and payable at least five (5) days before the day of the event.
6. The Town Manager may, at its sole discretion, waive the rental fee, not the energy use fee for nonprofit organizations.
7. Organizations granted use of the Town Hall shall pay a janitorial fee of \$60.00 due and payable at least five (5) days before the day of the event, or arrange with the Town Manager to clean the Hall space.

I have read the above policy on the Use of the Town Hall Auditorium and agree to each of the terms and conditions as stated above.

Signed: Kathleen Deschamps Printed Name: Kathleen Deschamps

Date: 10-10-23

Croteau, Nicole

From: Marques, Anna S.
Sent: Wednesday, November 8, 2023 10:23 AM
To: Croteau, Nicole; Piechota, John; McAlmond, Geoffrey; Martinez, Jim; Crevier, Shawn
Subject: RE: Special Event Permit 2023-14

Prior to the event opening up to public access, but after setup has been completed, arrangement shall be made with the Bldg Dept to do a walk-through jointly with the Fire Dept. This is regular protocol to assure proper egress is maintained and not impeded and to verify additional safety conditions due to lack of sprinklers.

Anna Szmyd Marques
Building Commissioner, Zoning Enforcement Officer

Town of Ware | 126 Main Street | Ware, MA 01082

t. 413.967.9648 x114

Town Hall hours are M-F 8-4.

www.townofware.com

From: Croteau, Nicole <ncroteau@townofware.com>
Sent: Wednesday, November 8, 2023 9:48 AM
To: Piechota, John <jpiechota@townofware.com>; Marques, Anna S. <amarques@townofware.com>; McAlmond, Geoffrey <gmcalmond@townofware.com>; Marques, Anna S. <amarques@townofware.com>; Martinez, Jim <jmartinez@townofware.com>; Crevier, Shawn <CrsH@townofware.com>
Subject: Special Event Permit 2023-14

Good Morning,
Please find attached the Special Event Application for Santa Tree Lighting to be held on Nov 24th at Veterans Park and inside Town Hall - Great Hall.

Can you please review the application and reply with your response (approval/denial) for the record.

Thank you,
Nicole

-Nicole L. Croteau
*Executive Assistant to Town Manager
& Selectboard
126 Main Street
Ware, MA 01082
413-967-9648 x101
townofware.com*

Croteau, Nicole

From: McAlmond, Geoffrey
Sent: Wednesday, November 8, 2023 10:37 AM
To: Croteau, Nicole; Piechota, John; Marques, Anna S.; Marques, Anna S.; Martinez, Jim; Crevier, Shawn
Subject: RE: Special Event Permit 2023-14

Approved, thank you!

Geoff McAlmond
DPW Director
Town of Ware

From: Croteau, Nicole <ncroteau@townofware.com>
Sent: Wednesday, November 8, 2023 9:48 AM
To: Piechota, John <jpiechota@townofware.com>; Marques, Anna S. <amarques@townofware.com>; McAlmond, Geoffrey <gmcalmond@townofware.com>; Marques, Anna S. <amarques@townofware.com>; Martinez, Jim <jmartinez@townofware.com>; Crevier, Shawn <CrSH@townofware.com>
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*Executive Assistant to Town Manager
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413-967-9648 x101
townofware.com*



Croteau, Nicole

From: Piechota, John
Sent: Thursday, November 9, 2023 11:35 AM
To: Croteau, Nicole; Marques, Anna S.; McAlmond, Geoffrey; Marques, Anna S.; Martinez, Jim; Crevier, Shawn
Subject: RE: Special Event Permit 2023-14

I would only suggest that any group that uses the hall clean it upon completion of event. Maybe a walk through after event by someone from town hall to make sure everything is cleaned up and put away.

From: Croteau, Nicole <ncroteau@townofware.com>
Sent: Wednesday, November 8, 2023 9:48 AM
To: Piechota, John <jpiechota@townofware.com>; Marques, Anna S. <amarques@townofware.com>; McAlmond, Geoffrey <gmcalmond@townofware.com>; Marques, Anna S. <amarques@townofware.com>; Martinez, Jim <jmartinez@townofware.com>; Crevier, Shawn <CrsH@townofware.com>
Subject: Special Event Permit 2023-14

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Thank you,
Nicole

-Nicole L. Croteau
*Executive Assistant to Town Manager
& Selectboard
126 Main Street
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413-967-9648 x101
townofware.com*





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

Name: Workshop13, Cultural Arts and Learning Center Application Date: _____

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

Effective Date(s) of License: November 18th, 2023

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

Event (describe activities, service of food): Drum & Dance Circle

Anticipated Attendance: 50

Sponsoring Organization: Workshop13

Non-Profit: **All Alcoholic (\$50)** _____ **Beer & Wine (\$30)** (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St., Ware, MA 01082

Names of All Servers (bartenders) for this event: Brian Jyringi, Mary Remington

Estimated Number of Attendees: 50

Crowd Control Manager: Brian Jyringi, Kevin Wherry

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

Signature of Applicant: Marie Lauderdale

Social Security # or Federal I.D #: 47-1200425

Fire Inspection Date: _____ Building Inspection Date: _____

Certificate #: 2023-28 Date Received: _____

Insurance Certificate Provided: YES NO

Application Fee: \$ _____ Paid Date: _____ Check # _____

Payment Received from _____

Board: Approved Denied Date of Action by Board: _____

Police Chief Review and Action _____
Police Chief Shawn Crevier



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

Name: Workshop13, Cultural Arts and Learning Center Application Date: 11/9/23

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

Effective Date(s) of License: November 17th, 2023

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

Event (describe activities, service of food): Open Mic Music

Anticipated Attendance: 75

Sponsoring Organization: Workshop13

Non-Profit: **All Alcoholic (\$50)** **Beer & Wine (\$30)** (For-Profit, Beer & Wine Only)

Address (include Street & Number): 13 Church St., Ware, MA 01082

Names of All Servers (bartenders) for this event: Mary Remington, Dave Blessinger

Estimated Number of Attendees: 75

Crowd Control Manager: Brian Jyringi, Kevin Wherry

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

Signature of Applicant: *Marie Lauderdale*

Social Security # or Federal I.D #: 47-1200425

Fire Inspection Date: _____ Building Inspection Date: _____

Certificate #: <u>2023 - 29</u>	Date Received: _____
Insurance Certificate Provided: YES NO	
Application Fee: \$ _____	Paid Date: _____ Check # _____
Payment Received from _____	
Board: Approved Denied	Date of Action by Board: _____
Police Chief Review and Action _____ <i>Police Chief Shawn Crevier</i>	

Selectboard Regular Session Minutes

Ware Town Hall, Meeting Room, 126 Main Street, Ware, MA 01082

Tuesday, July 18, 2023

(Items may be out of order as listed on agenda)

Board Members Present:	Chair Caitlin McCarthy, Vice-Chair Joshua Kusnierz, Board Member Keith Kruckas, Board Member Nancy Talbot, Board Member John Cascio
Board Members Absent:	None
Remote Participation:	Stanley Ciukaj (Ware Community Television), Paul Ouimette
Public in Attendance:	Francis Bateman, Bob and Anne Krasnecky, Dan G., Jim Mazik, Mike Kennedy, Tom Kularski, Alex Bergeron, Stuart Beckley

PLEDGE OF ALLEGIANCE

Chair Caitlin McCarthy opened the meeting at 7:00pm and led the pledge.

OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR

- Board Member Keith Kruckas thanked Chief Crevier for the Facebook post regarding the proposed legislation bill. Thank you to Nenameseck Sporting Club for holding a petition signing to help stop the bill.
- Board Member Keith Kruckas stated if residents want to submit any complaints to contact a Selectboard Member directly.

CONSENT AGENDA

- Special Event Permits
 - Permit #2023-07 – Domestic Violence Awareness Walk, October 15, 2023, from 1:00pm to 3:00pm (No Rain Date), held at Veterans Park (If raining, inside Town Hall Great Hall).
 - Permit #2023-08 – Wreaths Across America, December 16, 2023, from 10:00am to 1:00pm (No Rain Date), held at Aspen Grove, Church Street Ware Center Cemeteries.
- Toll Road Permit
 - Permit #2023-01 – Graceful Swan Inc for Ware Holiday Flair Christmas, Aug 5 & 6, 2023, from 8:00am to 12:00pm (Rain Date Aug 26 & 27 8:00am to 12:00pm), North and Main Streets.

The Board Members reviewed the applications. Frank Bateman introduced himself and his vision for Wreaths Across America.

MOTION by Board Member Keith Kruckas to approve the Consent Agenda as presented. Seconded by Board Member Nancy Talbot. No further discussion. All in Favor 5/0/0.

SCHEDULED APPEARANCES

- 7:05 Public Hearing for a Dangerous Dog, 19 Berkshire Circle

MOTION by Board Member Nancy Talbot to dismiss this hearing because the dog was euthanized on Monday. Seconded by Board Member John Cascio. Discussion: Board Member Keith Kruckas requested if this was to happen again, the Board be informed immediately. The neighborhood has concerns the owners may adopt another dog. No further discussion. All in Favor to dismiss topic 5/0/0.

- ADA Plan Presentation

Jim Mazik gave a brief introduction and introduced Mike Kennedy. The following were key points:

- State of MA is the only state with a Building Code (521CMR).
- The report is based on the higher standard of the two from the State or Federal government.
- The report is very detailed. Acknowledged the ADA Commission and their web page.
- If the ADA Coordinator position became vacant, then it would be Town Manager.
- Policies have no formal policy and procedures for ADA compliance.
- Town Hall should create a policy that keeps residents out of the Towns Right of Ways such as trucks parking on sidewalks blocking an ADA person.
- Impressed Town has a Code Red system.
- Polling places should be held according to the Town Clerk's. Board Member N. Talbot stated there are options for voters who have disabilities.
- Mr. Kennedy spoke about the action plan to eliminate the issue that the Town is out of compliance, while sticking to the higher standards of 521CMR.
- School standards vary for each grade.
- The plan (report) is valid for good for 10 years.
- Many of the fixes can be completed in-house and at low cost.
- Anything that is of great public safety concern should be prioritized, such as curb ramps.
- Board Member K. Kruckas asked about the poles on West Street – they are correctly spaced.
- Board Member K. Kruckas asked if the Senior Center was evaluated – yes with some concerns.
- Board Member N. Talbot stated if we are beginning the process, we are in good faith of making efforts to correct errors.

End of discussion. No action taken.

OLD BUSINESS

- Review of Required Licenses
 - Maple Street Power LLC, Maple Street, Parcel ID: 57-0-123, 57-0-124 & All Parts Racing LLC, East Street, Parcel ID: 57-0-125.

Town Manager Stuart Beckley stated the Conservation Commission had received a letter from Mr. Buelow's attorney but has not completed what the Commission was requiring. Mr. Buelow has hired a Conservation agent to identify the issues in the Enforcement Order. Regarding the licenses, we are waiting to hear from KP Law. Board Member K. Kruckas asked how this business still operates when others are turned away or shut down. Town Manager S. Beckley stated the companies are operating under a Special Permit as a freight storage facility and towing company, per the Zoning Use Table. Board Member K. Kruckas pointed out the error of dates in the letter. End of discussion. No action taken.

- Justine Caggiano, HR Director
 - Public Records Policy

HR Director Justine Caggiano presented a final Public Records Policy which has been reviewed by the Labor Attorney and feels this should be a standard practice. Board Member K. Kruckas asked Board Member N. Talbot about town records going home. Board Member N. Talbot replied she takes paperwork home to open and sort the census. Employees are allowed to work remotely. End of discussion.

MOTION by Board Member Nancy Talbot to adopt the Public Records Policy. Seconded by Board Member John Cascio. No further discussion. Majority in Favor 4/0/1 (Keith Kruckas).

○ Town Manager and Police Chief Performances

HR Director wanted to confirm that the Town Manager and Police Chief performance reviews be submitted prior to her departure from the Town so she can compile and present at the August Selectboard meeting. No further discussion. No action taken.

NEW BUSINESS

- RFP Results for Town's Water and Wastewater Systems and Facilities

Town Manager Stuart Beckley explained to the Board the results, one proposal. The Town would involve a consultant to help us through the process. The public forum a few months ago helped address general questions. Discussion from the Board was if there was a minimum number of bids needed, and no. S. Beckley Town Manager stated 8 firms attended the mandatory site walk. Board Member K. Kruckas felt it was important to have a Town Planner through this important process.

MOTION by Board Member Nancy Talbot to postpone until more information is provided, the Board has reviewed the RFP in full and have the DPW Director present. Seconded by Board Member John Cascio. Discussion: S. Beckley will provide an A Criteria Plus Price. End of discussion. All in favor 5/0/0.

- General Discussion on Building Maintenance

Board Member Keith Kruckas state the position for the Building Maintenance salary is \$50k and the budget is \$20k. But where would this person's office be, what supplies will be used, where supplies will come from, etc. Has this position been fully thought out. Town Manager S. Beckley stated these are good questions. There is a workshop upstairs across from the Board of Health offices, the office would be within the DPW building. The \$20k would cover basic work and if additional funding is needed, it would be presented at the Town Meeting. End of discussion. No action taken.

APPOINTMENTS

The Board reviewed the applications for the following.

- Kathleen Deschamps Request for Community Development Authority

MOTION by Board Member Keith Kruckas to appoint Ms. Deschamps to the CDA. Seconded by Board Member John Cascio. No further discussion. All in Favor 5/0/0.

- Denise Blodgett request for Community Development Authority

MOTION by Board Member Nancy Talbot to appoint Ms. Blodgett to the CDA. Seconded by Board Member John Cascio. No further discussion. All in Favor 5/0/0.

- Shayne Pedercini request for Agriculture and Youth Committee & Community Development Authority

MOTION by Board Member Nancy Talbot to appoint Ms. Pedercini to the Agriculture Committee, Youth Committee & Community Development Authority. Seconded by Board Member John Cascio. No further discussion. All in Favor 5/0/0.

- Robert Krasnecky request for Conservation Commission

MOTION by Board Member Nancy Talbot to appoint Mr. Krasnecky to the Conservation Commission. Seconded by Board Member John Cascio. No further discussion. All in Favor 5/0/0.

COMMENTS & CONCERNS

- Alex Bergeron, resident asked about the solar farm going on the old landfill and using it for Wastewater Treatment Plant. No comment from the Board.

TOWN MANAGER'S REPORT

Town Manager Stuart Beckley, presented the following:

- Selectboard meeting will be moved to August 08, 2023.
- National Night Out is scheduled for August 01, 2023.
- Town of Hardwick is meeting tonight with Casella about the waste facility being near Muddy Brook.
- Railroad crossing on South Street is being replaced this weekend. Town has expressed concerns with such notice.
- Board Member Keith Kruckas asked about funerals held at St. Mary's Church.
- Grenville Park's new playground is a huge success. Will be working on bringing it up to ADA compliance.
- Fire Chief and Emergency Provider looked at the beaver dams on Coy Hill Road and the pond has grown and the plan is to start trapping.
- DPW has been working on sidewalks and trimming brush.
- Thank you to HR Director, Police Chief and Officer Downing for providing active shooter training.
- Water is on the rise due to storms and the Army Corp of Engineers are keeping an eye on the dams.
- Working with bringing the owner of 114 Main Street to action to demolish the building in the next 30-days.
- The Façade program working with PVPC have contacted business owners and hope to start soon.
- Monroe Street – Town attended an award ceremony for an EPA Brownfields Grant to complete the testing and clean up.
- Town Counsel is rewriting the Community Host Agreements
- East Street bridge will be down for 3-weeks per MADOT.

ADJOURNMENT

MOTION by Chair Caitlin McCarthy to adjourn at 8:39pm. Seconded by Board Member Keith Kruckas. No further discussion. All in Favor 5/0/0.

Next regular scheduled meeting is August 08, 2023.
Minutes from July 18, 2023, respectfully submitted by,

Nicole Croteau

Nicole L. Croteau
Executive Assistant to Town Manager and Selectboard

Selectboard Regular Session Minutes
Ware Town Hall, 126 Main Street, Ware, MA 01082
Tuesday, September 05, 2023, at 7:00 pm

Board Members Present:	Chair Caitlin McCarthy, Vice-Chair Joshua Kusnierz, Board Member John Cascio
Board Members Absent:	Board Member Keith Kruckas, Board Member Nancy Talbot
Remote Participation:	Stanley Ciukaj (Ware Community Television), Layla Taylor, Christian Maldonado
Public in Attendance:	Town Manager Stuart Beckley, Nicole Croteau, Jeff Tweedie, David Comeau, Terry Smith

PLEDGE OF ALLEGIANCE

Chair Caitin McCarthy opened the meeting at 7:00pm and led the Pledge of Allegiance.

OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR

Board Member John Cascio wanted to clarify his vote from the last meeting regarding proceeding with Aquarion. Due to not having a roll call at the time of the vote, J. Cascio stated for the record that his vote was indeed a “nay, not to proceed with Aquarion discussion.” J. Cascio stated he was sorry for the misunderstanding and that he didn’t speak up at that time during the meeting.

CONSENT AGENDA

- Approval of Minutes:
 - June 20, 2023
- Discussion on scheduled Selectboard meeting dates during Special Elections voting:
 - October 10th
 - November 7th

The Board reviewed the minutes as presented. No further discussion on minutes. Town Manager Stuart Beckley asked the Board if they would like to move the meeting dates for October and November due to Special State Primary Election voting. The new meeting dates would be October 3rd and 17th and November 14th and 21st. Board members agreed to change the dates. End of discussion.

MOTION by Vice-Chair Joshua Kusnierz to approve the Consent Agenda as presented and changing of the meeting dates for October and November. Seconded by Board Member John Cascio. All in Favor 3/0/0.

SCHEDULED APPEARANCES

- Peter Durant – Candidate for MA Senate

State Representative Todd Smola thanked the Board for their time and dedication to the Town and allowing Mr. Durant and himself to meet with the Board this evening. Mr. Smola spoke about roles and responsibilities as a Representative. Mr. Peter Durant introduced himself as a candidate for State Senate and gave a brief family and work history. Board Member J. Cascio asked Mr. Durant his opinion on the Second Amendment and to touch on the proposed bill known as ‘HD.4420’. Mr. Durant’s responded he had his LTC since the age of 15yrs old and is a strong supporter. Bill ‘HD.4420’ would be for LTC holders to have written permission to enter property if a firearm is present whether in a vehicle or on a person. This would include all properties, or private or not.

Chair C. McCarthy stated if this Bill was to pass it would change a lot of things; rod and gun clubs, shooting ranges, and hunting to name a few. Board Member J. Cascio asked if there were opportunities for the youth to be involved. Mr. Durant suggested to obtain a RIF Id card, so you know what to do and it is all about education from there. Board Member J. Kusnierz stated “woods” activities are limited and would like to have opportunities for the youth, such as ATV, dirt bike riding, hunting, etc. Mr. Smola and Mr. Durant agreed. Discussion concluded with Chair C. McCarthy thanking Mr. Smola and Mr. Durant for attending this evening.

OLD BUSINESS

- Approval of Code of Conduct Policy

Vice Chair J. Kusnierz thanked Atty Taylor for reviewing the Code of Conduct and working with him on the final version. Vice Chair J. Kusnierz was seeking for the Board to vote tonight after reading the final draft. Noted the Code of Conduct would be for all appointed and elected members within the Town. After Vice Chair J. Kusnierz read the Code, Chair C. McCarthy stated when someone is appointed or elected, they take an Oath with the Town Clerk upon being sworn into their position. Chair C. McCarthy felt that since not all members were present to have a final discussion that the Code of Conduct vote should be tabled.

MOTION by Chair Caitlin McCarthy to table the Code of Conduct until the next scheduled meeting. Seconded by Board Member John Cascio. No further discussion. All in favor 3/0/0.

Atty Taylor asked when the next meeting was so she could be present then for any Board Members questions.

NEW BUSINESS

DEPARTMENT QUARTERLY MEETINGS:

Police Department

Police Chief Crevier presented the following information to the Board as part of the Quarterly Report:

- Officer Cacula has been awarded by the Department of Justice for his passion and involvement in the DART Program.
- Recent trainees graduated recently and are now in field training.
- There are four candidates in the academy now and hopefully in December there will be appointment requests.
- Monson Turnpike Road detour is planned for a 14-day time frame. There may be a need to extend it and if so, I/the Department will inform the Board and Town Manager. The light sign and speed light will be in place when it comes time.
- As requested by the Finance Committee, departments need to prove or justify budget increases. As stated by the Chief, the Town is understaffed according to the ratio of police per thousand. Would like to hire a detective and a school resource officer.

Fire Department

Acting Chief Martinez presented the following information to the Board as part of the Quarterly Report:

- In October the compressor failed and will be replaced as encumbered on FY23.
- Station air compressor has cost \$20,000 in the last 1.5 years and needs another \$22,000 worth of work.
- Staff members have recently taken the Excel Training
- Acting Chief Martinez has been accepted into the Management Program and will have training every Tuesday from 8am to 4pm starting September 19 in Stow. Very excited for this opportunity.
- Pump Certification for Apprentices has been completed and cost approx. \$14,000 for the truck and \$7,000 for the tower and \$40,000 for Engine 1. All now have valid Pump Certifications.
 - Chair C. McCarthy asked how the pumps are evaluated. Chief Martinez stated a company should provide an annual inspection. Prior maintenance was not very good and is now costing more.

- Board Member J. Cascio asked why Mr. Martinez is not appointed as Chief. Chief Martinez stated the position is given through Civil Services or ask for assessment center to fill the position. Is it up to the Selectboard, Board Member J. Cascio asked. Chief Martinez said yes. Town Manager S. Beckley to reach out to Civil Service regarding this topic.
- September 11th Ceremony will be held at 10:00am at the Fire Station and will last about 10-15 minutes. The public is welcome to attend.

WATER/WASTEWATER ASSET SALE – UPDATES AND TIMELINE

Town Manager S. Beckley provided a summary of recent meetings with Selectboard Chair C. McCarthy, DPW Director G. McAlmond and Aquarion rep, N. LaChance.

- The Selectboard and Aquarion would begin to negotiate a letter of intent, including property to be included/excluded, how employees would be treated, etc.
- Running parallel would public outreach sessions in October, November, and December.
- As details are finalized, we would aim for Town Meeting in January 2024, November 2023 would be rushing things.
- Hire a third-party reviewer for engineering and financial and will submit a proposal soon. The Finance Committee would like to be involved.
- A meeting between the Selectboard Chair, DPW Director, Finance Committee Chair, Town Manager and Aquarion will continue to meet weekly to prepare a letter of intent.
- Possible to create a sub-committee for the letter of intent – negotiation and present to residents.
- Chair C. McCarthy stated she wants to make sure the town is getting a good deal, all around.
- Working with the Finance Committee on how the approx. \$10million will be spent – capital projects, Enterprise Funds, etc.
- Board Member J. Cascio asked if he could present questions and concerns from the public and Chair C. McCarthy suggested waiting until a public forum.
- Chair C. McCarthy feels this is a community decision and can't make the decision for everyone.
- Jeff Tweedie suggested Aquarion could come and present whatever they can offer but what about those (other companies) who attended the mandatory meeting, ask them to come and to present the other side of the offer. Ask those companies as to why they didn't respond to the RFP. Town Manager Stuart Beckley to reach out to those companies to inquire why they didn't respond.
- David Comeau stated from a resident's point of view, there are a lot of costs on top of the base rate.
- Jeff Tweedie asked if Enterprise owns the Town water/sewer, then how is Aquarion's monies going to be absorbed. Why isn't the \$10million going back to rate payers.
- Enterprise Fund is part of the Town and has been in place since 2007-2008 but infrastructure much longer. The buildings being acquired with the proposed price existed before the Enterprise Fund started. There needs to be a discussion on how to split it.

MOTION by Board Member John Cascio to terminate search for and discussion of the privatization of the water and wastewater. No second.

Chair C. McCarthy reiterated she wants things to be transparent, this is a community decision, not a single person's decision.

Terry Smith, a resident, thanked the Board for the discussion tonight, this is a very important decision for the Town. Reminded the Board if this does not move forward, the Board needs to think about capital projects. Asked how come projects haven't continued as planned disregard the RFP status? The Board was unsure. End of discussion. No action taken.

COMMENTS & CONCERNS OF CITIZENS

Jim Russell, a resident, asked the following questions:

- Directed to the Board: how much has been spent on this RFP? Town Manager, Stuart Beckley replied to the town has invested a couple hundred dollars in planning for the future capital improvements.
- Who has authority to vote on this at the Town Meeting? Just the rate payers or everyone? Town Manager, Stuart Beckley stated everyone at Town Meeting.
- What if Aquarion goes bankrupt? Chair C. McCarthy replied, there is a sister company and will be included in the letter of intent. They are part of Eversource.
- Asked for an update on the pool. Reply: final design, including the splash pad is being worked on, will have a cost of approx. \$3.5-4 million and will be at the same location.
- Marylane Hospital public forum meeting? Reply: scheduled for September 20th at the Ware Senior Center or the school. Will be posted on the website and the electronic sign.

TOWN MANAGER REPORT

Town Manager Stuart Beckley, presented the following:

- Thank you to Riley with the Scouts for weeding the tree wells along Main Street. They look great!
- DPW yard waste date is September 16th from 9am-2pm with more dates to follow.
- The Finance Committee is looking at FY25 budget next week and will include financial forecast.
- Bulky Waste will be scheduled in late October or November.
- Resource Waste has completed the state DEP requirements and BOH will begin their hearing on September 27th, continuing for 2-3 weeks, meeting twice a week. More formal setting.
- Grant Updates
 - Grant Coordinator and ADA Commission are preparing a grant to improve Town Hall including the Great Hall and the high school auditorium for better access for voters.
 - Congratulation to Jay Mooney, Grants Coordinator and DPW Director for finishing high on the West Street improvements.
- The Building Commissioner and Town Manager meet with the new owners of the building which had the restaurant known as Villas. The new owner's intent is to use the building as a mix-use, having commercial space, a restaurant, and apartments upstairs. May ask Board for use on the side of the building.
- Mary Lane Re-Use Committee will hold a public meeting on September 20th, probably at the Senior Center or the High School. Time will be 6:00pm just need to confirm the location.
- Ribbon cutting this Friday at 2:00pm for the Rail Trail near the Walmart end.
- Calls for fuel assistance have begun – continue to call the Senior Center.
- Board Member J. Cascio stated there is an on-going discussion about AED machines in the police cruisers.

End of report

ADJOURNMENT

MOTION by Board Member J. Cascio to adjourn at 8:50pm. Seconded by Vice-Chair J. Kusnierz. No further discussion. All in favor 3/0/0.

Next scheduled meeting is September 19, 2023.

Minutes from September 05, 2023, respectfully submitted by,

Nicole Croteau

Nicole Croteau, Executive Assistant to Town Manager and Selectboard

Selectboard Regular Session Minutes
Ware Town Hall, 126 Main Street, Ware, MA 01082
Tuesday, September 19, 2023, at 7:00 pm

Board Members Present:	Chair Caitlin McCarthy, Vice-Chair Joshua Kusnierz, Keith Kruckas, John Cascio
Board Members Absent:	Nancy Talbot
Remote Participation:	Stanley Ciukaj (Ware Community Television), Maegan Boutot, Carolyn Damato, Alexander Wayne, Paul Ouimette, Abaigael Duda, Layla Taylor
Public in Attendance:	Town Manager Stuart Beckley, Nicole Croteau, Janet Ciejka, Gail Gramarossa, John Cacula, Alyssa Curran, Kirsten Krieger, Randy Gratton

PLEDGE OF ALLEGIANCE

Chair Caitin McCarthy opened the meeting at 7:00pm and led the Pledge of Allegiance.

OPENING REMARKS, ANNOUNCEMENTS, AND AGENDA REVIEW BY CHAIR

Board Member J. Cascio commented on the following:

- Announced he is looking to install AED machines into the cruisers but waiting for them to be installed at Town Hall prior.
- Who has access to the security cameras? The Town Manager replied, one or two others plus himself.
- The Board/Town should be proactive in creating a plan if the State is going to require towns to have migrants. The Board should prepare a policy so we can be ready.

Board Member Keith Kruckas commented on the following:

- Town should contact the Armory to confirm the building is not adequate to house people.
- Are towns giving a choice to hold migrants? The Town Manager stated towns with hotels/motels are higher priority towns.
- Kudos to David Comeau at the wastewater for the quick action on submitting a grant for nitrogen.
- Prior Board Member Tom Barnes is in the hospital and sending get well wishes.

CONSENT AGENDA

- Toll Road Permit
 - Permit #2023-02 – Knights of Columbus Tootsie Roll Drive, October 7, 2023, from 8:00am to 12:00pm, North and Main Streets, and East Main, Main, Church and South Streets intersections. No rain date is scheduled.
- Special Event Permit
 - Permit #2023-13 – Fair Folk, Alex Wayne, October 3 & 4, 2023, from 7:00am to 7:00pm, Bridge Street.

The Board reviewed the material presented. No further discussion.

MOTION by Vice-Chair Joshua Kusnierz to approve the Consent Agenda as presented. Seconded by Board Member John Cascio. No further discussion. All in favor 4/0/0.

SCHEDULED APPEARANCES

Gail Gramarossa, Quaboag Substance Abuse Alliance – Discussion on Opioid Settlement Funding Use

Gail Gramarossa, John Cacela, Alyssa Curran, Kirsten Krieger, Randy Gratton spoke on the following:

The group presented suggestions on how funding could be spent if the Town is awarded a portion of the Class Action Opioid Settlement. As a reminder the Town has already created a separate account, and this was a great start. There is a list of recommendations by the State and tonight we are just making suggestions.

- Install Narcan Lock Boxes
Currently has been approved to purchase 14 units to install at high volume locations such as Walmart, Cumberland Farms, Big Y. These units will be installed outside, and weather proofed.
- Purchase a van free of charge to travel to grocery stores, rehab facilities, jobs, etc.
This would extend beyond the Quaboag Connector's route.
- Board Member K. Kruckas asked if Wing Hospital participates in any of these services already. The general reply was no.
- Prepare Harm Reduction kits. These kits could be handed out anywhere, such in town offices, local businesses and possibly schools, just need to make it known they are available.
- Kits can be funded through grants.
- Goal is to have the youth reach the age of 23yrs old without using drugs and can be done so by supplying materials in school.
- Understand that teens or even older adults have concerns for parents or friends so they themselves are aware of signs to look for in users.

The Board thanked everyone for bringing awareness about the issue and hopes something can be done in the future. End of discussion. No action taken.

OLD BUSINESS

- Approval of Code of Conduct Policy

Board Member Keith Kruckas stated all members should be present to discuss and vote on the Code. Topic of discussion was tabled. Atty L. Taylor was asked to attend the next meeting for discussion.

NEW BUSINESS

- Approval of Warrant for Special State Primary on Tuesday, October 10, 2023

The Board reviewed the request from Town Clerk, Nancy Talbot to approve the Warrant for Special State Primary election to held on Tuesday, October 10th from 7:00am to 8:00pm at Town Hall in the Great Hall. No further discussion.

MOTION by Board Member Keith Kruckas to approve the Special State Primary Warrant as presented. Seconded by Vice-Chair Joshua Kusnierz. No further discussion. All in favor 4/0/0.

- Request to Open the Warrant for Special Town Meeting

The Board reviewed the request from Town Manager, Stuart Beckley to open the Warrant for a Special Town Meeting to be held on November 27th. Articles are to be received by Thursday, October 12, 2023, by 4:00pm. The Board will review the warrant at the regularly scheduled meeting on October 17th or later. No further discussion.

MOTION by Board Member Keith Kruckas to approve the opening of the Warrant for a Special Town Meeting. Seconded by Vice-Chair Joshua Kusnierz. No further discussion. All in favor 4/0/0.

- Schedule a Halloween Trick-Or-Treat Night

The Board had a general discussion about past dates of Trick-or-Treating nights. The last few years have been held on the Saturday before Halloween.

MOTION by Board Member Keith Kruckas to have Halloween Trick-Or-Treat night on Saturday, October 28th from 5:00 to 8:00pm. Seconded by Vice-Chair Joshua Kusnierz. No further discussion. All in favor 4/0/0.

- Appointment Requests

- Ware Cultural Council – Mary Healey for a 3year term Nov. 1, 2023 to Oct 31, 2026
- 250th US Committee
 - Joshua Kusnierz
 - Kathy Galford
 - Nicole Croteau
 - Claudia Kadra
 - Nancy Talbot
- ADA Commission – Nancy Talbot

The Board reviewed the above applications for each committee. Board Member Keith Kruckas asked how many boards/committees can one be on before it is too many. General response was if the member can fulfill position without interruption or conflict, then so be.

MOTION by Board Member Keith Kruckas to appoint those as presented for each committee. Seconded by Board Member John Cascio. No further discussion. All in favor 4/0/0.

- Update on Flood Control System

Town Manager Stuart Beckley provided an update on the three Federal Flood Control Systems:

1. Dike on Barnes Street
2. Levee on Vernon Street
3. Ware River Riverbank Channel

BARNES STREET DIKE

- Barnes Street dike is in good condition.
- Impressed on well it is maintained but does require the Town to remove the trees.
- Did receive an “unacceptable” rating for the two pipes through the system. Even though it appears capped, the inspectors want it filled with concrete.

VERNON STREET LEVEE

- The levee is on private property and there is no easement.
- DPW cleaned it last year of brush but need to work with property owner to obtain an easement for annual maintenance and fence.

WARE RIVER RIVERBANK CHANNEL

- Town needs to fix numerous issues – clearing the riverbanks is hard because they are in the Conservation Riverfront jurisdiction. Although Conservation could consider this standard maintenance.

GENERALLY NOTED

- Maintenance is an exceptional rating which helps for Federal funds.
- State systems are separate from Federal systems.
- In the process of updating Flood Insurance Maps and should be completed by May 2024.
- The dike on Pulaski Street is not maintained.
- Look into purchasing an arm for the lawn mower.
- DPW Director needs to be proactive on the maintenance schedule.

COMMENTS & CONCERNS OF CITIZENS

Janet Ciejka, a concerned resident, read a letter regarding the proposed Tractor Supply Store to be constructed on the corner of Palmer Road and Malboeuf Road. J. Ciejka requested the appropriate Boards/Committee request the applicant to submit a Traffic Report and requesting the wetlands to be undisturbed. Hope the Board/Committees will keep in mind the current surroundings when reviewing the project. End of discussion. No action taken.

TOWN MANAGER REPORT

Town Manager, Stuart Beckley presented the following:

- Marylane Public Forum is scheduled for September 20th starting at 6:00pm at the Senior Center. There will be a five-minute upfront discussion on the present status and touch base on the Trust funds.
 - Board Member K. Kruckas stated there was a Hospital Review Committee and has yet seen one report.
 - Board Member J. Cascio reminded the residents this is the time to express concerns and interests of what could be built. Come and share ideas.
- September 27th is the start of the Board of Health public hearings for Resource Waste, starting at 7:00pm. There are more meetings to follow and will be posted as needed.
- Application for the ADA grant was submitted and still working on the West Street grant. The full design cost is approx. \$2 million.
- The Economic Assistance Coordinating Council would like to expand the vacant storefront district which may lead to requests from businesses looking to occupy vacant spaces.
- The CDA will meet on Monday to move forward with the façade grants.
- The Town received design plans for the next CDBG infrastructure project, Cottage Street. The estimated cost is \$2 million so it will take multiple grants to complete the project.
- The Highway Department is continuing to pave and shim roads.
- The dump truck approved by the Town Meeting last November will be arriving soon.
- Kudos for the Wastewater Department's mechanical skills and ingenuity on creating a polymer injection pumping system from scratch rather than purchasing a full system.
- The tree that fell on the restrooms at Grenville Park has been removed and the building is secured. The Town is waiting on the insurance adjuster to review the claim.
- Senior Center is implementing two grants for providing vaccines and provide training and access that will make technology more available and friendly to seniors.

End of report.

ADJOURNMENT

MOTION by Board Member Keith Kruckas to adjourn at 8:14pm. Seconded by Vice-Chair Joshua Kusnierz. No further discussion. All in favor 4/0/0.

Next scheduled meeting is October 3, 2023.

Minutes from September 19, 2023, respectfully submitted by,

Nicole Croteau

Nicole Croteau

Executive Assistant to Town Manager and Selectboard

Selectboard Regular Session Minutes

Ware Town Hall, 126 Main Street, Ware, MA 01082

Thursday, October 26, 2023, at 3:00 pm

(Items may have been taken out of order per posted agenda)

Board Members Present:	Vice-Chair Joshua Kusnierz, Keith Kruckas, Nancy Talbot
Board Members Remote:	John Cascio
Board Members Absent:	Chair Caitlin McCarthy
Remote Participation:	Stanley Ciukaj (Ware Community Television),
Public in Attendance:	Town Manager Stuart Beckley, Nicole Croteau, Laura Mason, Gail Craig, Dennis Craig, Lori Hazen

PLEDGE OF ALLEGIANCE

Vice-Chair Joshua Kusnierz opened the meeting at 3:00pm and led the Pledge of Allegiance

SCHEDULED APPEARANCES

- **3:00 pm** Application for a new Section 12 On-Premises Alcohol License, a Common Victualler and Entertainment licenses for LLG d/b/a Bellies, 91 Main Street, Ware.

Vice-Chair Joshua Kusnierz opened the public hearing at 3:00pm and read the legal ad. Requested to hold the hearing until after the Consent Agenda.

CONSENT AGENDA

- One-Day License Permit #2023-27 – Knights of Columbus, Banquet held at St. Mary’s Church, 57 South Street, November 12, 2023, from 1:00-7:00pm.

The Board reviewed the One-Day License #2023-27. No further discussion.

MOTION by Board Member Nancy Talbot to approve the Consent Agenda as presented. Seconded by Board Member Keith Kruckas. No further discussion. All in favor 3/0/0.

- Application for a new Section 12 On-Premises Alcohol License, a Common Victualler and Entertainment licenses for LLG d/b/a Bellies, 91 Main Street, Ware. (Continued from above)

Vice-Chair Joshua Kusnierz re-opened the public hearing at 3:03pm. Owner and applicant Lori Hazen gave a brief history of her current restaurant location in Charlton, MA and the type of food served. She is very excited to be moving the business to Ware. Hoping to open the beginning of December. No further discussion.

MOTION by Board Member Keith Kruckas to approve the Alcohol license, the Common Victualler and Entertainment License with the condition to allow alcoholic beverages to be sold Monday to Saturday, 8:00am to 1:00am and Sundays 10:00am to 1:00am. Seconded by Board Member Nancy Talbot. Discussion: Board Member N. Talbot asked the prior owners of Hanna Devine’s to discontinue their Business Certificate. End of discussion. All in favor 3/0/0.

OLD BUSINESS

None

NEW BUSINESS

- Approval of Warrant for Special State Senate Election to be held on Tuesday, November 7, 2023 at Ware Town Hall from 7:00am to 8:00pm.

The Board reviewed the Warrant as presented.

MOTION by Board Member Keith Kruckas to approve the Warrant for Special State Senate Election as presented. Seconded by Board Member Nancy Talbot. No further discussion. All in favor.

ADJOURNMENT

MOTION by Board Member Keith Kruckas to adjourn at 3:14pm. Seconded by Board Member Nancy Talbot. All in favor 3/0/0.

Minutes for October 26, 2023, respectfully submitted by,

Nicole Croteau

Nicole Croteau

Executive Assistant to Town Manager & Selectboard



TOWN OF WARE, MASSACHUSETTS
OFFICE OF THE TOWN CLERK

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

NANCY J. TALBOT
TOWN CLERK
November 6, 2023

Ware Housing Authority
Off Monroe St.
Ware, MA 01082

Dear Board Members:

I am in receipt of the resignation of Jon Hogan, a member of the Ware Housing Authority. His resignation (copy attached) indicates that his resignation is effective immediately. His term was to expire in 2026 at the Annual Town Election.

Under state law, the Selectboard will also be notified of this vacancy at their November 14th meeting. The Selectboard will advertise to fill the vacancy. Normally there is at least a two-three-week time to receive applications. Thereafter the applications will be shared with the Housing Authority remaining members for review.

A joint meeting must be held with the remaining members of the Housing Authority and the Selectboard to choose a person to fill the vacancy by roll call vote. The person chosen will only serve until the Annual Town Election in 2024.

The office will be placed on the ballot of the Annual Town Election and the person elected will serve the unexpired term which ends in 2026.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


Nancy J. Talbot
Town Clerk

Enclosure – Resignation Letter of Jon Hogan

cc: Selectboard of Ware
2023 Resignation File

t/

Nancy Talbot
Town Clerk, Ware MA
126 Main St
Ware, MA 01082

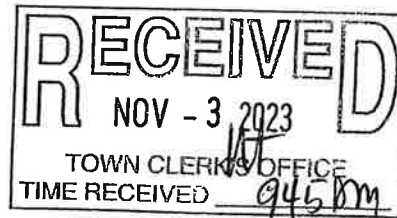
October 31, 2023

Dear Mrs. Talbot,

I am writing to inform you that effective immediately I am resigning as a Board Member of the Ware Housing Authority.



Jon Hogan
30 Prospect St
Ware, MA 01082



the same time, the fact that the two countries have similar political systems and a similar history of colonialism may have influenced the results.

There are several limitations to the current study. First, the sample size is small, and the results may not be generalizable to other countries.

Second, the study only examined the impact of the 1997 Asian financial crisis, and it is unclear whether the results would be similar for other crises.

Third, the study only examined the impact of the crisis on the dependent variable, and it is unclear whether the crisis had any other effects.

Finally, the study only examined the impact of the crisis on the dependent variable, and it is unclear whether the crisis had any other effects.

In conclusion, the 1997 Asian financial crisis had a significant negative impact on the dependent variable in Hong Kong and Singapore.

The results suggest that the crisis had a significant negative impact on the dependent variable in Hong Kong and Singapore.

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Town of Ware

Town Hall, 126 Main Street
Ware, Massachusetts 01082
413-967-9648

PUBLIC HEARING NOTICE

The Selectboard will conduct a Public Hearing on **Tuesday, November 14, 2023, at 7:05 p.m.**, in the Selectmen's Meeting Room, 126 Main Street, Ware, MA, to hear an **Application for a New Common Victualler License requested by GMDJ Inc d/b/a Ware House of Pizza, 197 West Street, Ware, MA.** Copies of the petition are available at the office of the Town Manager, 126 Main Street, Ware, MA. This notice shall also be posted on the Massachusetts Newspaper Publishers Association's (MNPA) website (<https://masspublicatnotices.org>.)

All interested parties are invited to attend.

Caitlin McCarthy
Chair of Selectboard
10/17/2023



TOWN OF WARE
Common Victualler Application
(MASSACHUSETTS GENERAL LAWS, CHAPTER 140, SECTION 6)

Date Submitted to Town of Ware: 10/12/23 Payment Information: \$ 50.⁰⁰ cash Pd

Corporation Name: GMDJ Inc

D/B/A Name: Ware House of Pizza

Address of Establishment: 197 West Street, Ware, MA 01082

Mailing Address: 197 West Street, Ware, MA 01082

Phone Number: [REDACTED] Email: [REDACTED]

Name of Manager: Mina Marzouk, Manager / George Gwargios, President

Description of Premises: Restaurant

If this license is granted, I hereby agree to abide by all of the laws of the Commonwealth of Massachusetts and all rules and regulations of the Ware Board of Selectmen. I understand and accept the responsibility of ensuring that these are enforced.

Pursuant to MGL, C. 62C, s. 49A, I certify under the penalties of perjury that I have, to the best of my knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Pursuant to MGL, C. 152, s. 25A, I certify under the penalties of perjury that I have, to the best of my knowledge and belief, complied with the law of the Commonwealth relating to Workers' Compensation Insurance.

Signature of Individual or Corporate Name: Mina Marzouk

Title or Corporate Officer: Mina Marzouk

Date of Signature: Mina Marzouk 11/9/2023

Federal Identification Number or Last Four of Social Security Number: 93-3721736

Public Hearing Date: November 14, 2023 @ 7:05 pm Decision: _____

License Number: _____



Date Submitted 10/12/23
Hearing Date 11/14/23

TOWN OF WARE

Checklist for Licensed Premises

Indicate License Application and Annual Fee

- Common Victualler License Application (MGL Ch. 140, Sec. 6) \$50.00
- Entertainment License Application (MGL Ch. 140, Sec. 183A) \$100.00
- Automatic Amusement Device License Application (MGL Ch. 140, Sec. 177A) \$60.00/device
- Lodging License Application (MGL Ch. 140, Sec. 22) \$50.00

Application Packet Shall Include

- Workers' Compensation Insurance Affidavit
- Copy of Deed or Lease Agreement
- Copy of Business Certificate or Business Entity on file with the State

Department Review

- Building Department has been contacted for permits or inspections Open Permit, Final Insp to be scheduled. - Jim Margus
- Board of Health has been contacted for licenses, permits or inspections In process - Final Inspection in need of Betty's work
- Planning & Community Development has been contacted for permits None needed Paralel work

The applicant understands that a public hearing may be scheduled, a legal advertisement may be placed which the applicant will be billed for, and the applicant is required to attend the hearing to consider all information.

Corporation Name: GMDJ Inc

D/B/A Name: Ware House of Pizza

Address of Establishment: 197 West Street, Ware, MA 01082

Mailing Address: 197 West Street, Ware, MA 01082

Phone Number: [REDACTED] Email: [REDACTED]

Name of Manager: Mina Marzouk, Manager / George Gwargios, President

Signature of Individual or Corporate Name: Mina Marzouk

Title or Corporate Officer: Mina Marzouk

Date of Signature: 11/9/2023

Decision: _____ License Number: _____

Payment Information:

Name on Check Mina Marzouk

Amount \$ 50.00 cash Check Date 10/12/2023

LEASE AGREEMENT

This lease agreement was made and entered into on _____, 2023 between Alexandria Trust, LLC, a Massachusetts Limited Liability Company having a principal address of 30 Anderson Road, Ware, Massachusetts 01082 Massachusetts, referred to as Lessor, and George Gwargios individual who having corporation name GMDJ with an address 95 Washington St, Gardner MA 01440 referred to as Lessee.

RECITALS

The parties recite and declare:

A. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable Lessee for business purposes.

B. Lessee desires to lease the premises which is 2444 SQFT total space for the purpose of running a pizza shop under the business name WARE HOUSE OF PIZZA and under the business hours from 11 am to 11pm for lunch and dinner only, no breakfast allowed or breakfast items on the menu for the remaining lease terms or the lease options.

C. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

SECTION ONE

SUBJECT AND PURPOSE

Lessor leases the building and land located in the County of Hampden, State of Massachusetts, and more particularly described as follows: 197 West Street, Ware, Massachusetts, to Lessee for Lessee's use as follows: Pizza Shop.

SECTION TWO

TERM AND RENT

A. Lease Term: Lessor demises the above-described premises for a term of 5 years, commencing on or before December 1st, 2023, or at the time of opening the business for customers, whichever occurs sooner, and terminating on November 30th, 2028, at 5:00 p.m., or sooner as provided in this lease agreement, at the annual rental of [REDACTED] Dollars ([REDACTED]), payable in equal installments of [REDACTED] Dollars ([REDACTED]) in advance on the first day of each month without deduction, set-off, or demand whatsoever for that month's rental.

B. Rental Payment: All rental payments shall be made to Lessor on or before the 1st day of each month by an auto payment or a direct deposit form to be set up between the Lessee and the Lessor.

C. Security Deposit: LAST MONTH'S RENT

A. Lessee shall deposit [REDACTED] with Lessor, which amount shall be held by Lessor as last month's rent and shall be increased when the amount of the rent increases. No interest shall be paid on the deposit

B. Should the demised premises be sold, Lessor may transfer or deliver the last month's rent to the purchaser of the interest, and Lessor shall then be discharged from any further liability with respect to the last month's rent.

D. Late Rent and Associated Fees: a) Lessee shall pay a late fee of \$25.00 for each day the rent is late. b) In the event that the rent remains unpaid for 10 days beyond the due date, Lessee agrees to pay any attorney's fees, court fees, or collection agent fees incurred by the Lessor in the process of collecting the overdue rent.

E. Initial Payments: Lessee shall pay at the time of signing the lease an amount equal to the first month's rent, the last month's rent, and the security deposit, which will equal [REDACTED]

OPTION TO RENEW:

Lessor grants to Lessee an option to renew this lease agreement for a period of two five (5) years after the expiration of the term of this lease agreement at a rental increase. The first five years' option starting on December 1st, 2028, will have a 5% increase, resulting in an annual rental of [REDACTED], payable in equal installments of [REDACTED], in advance on the first day of each month without deduction, set-off, or demand whatsoever for that month's rental. The second five years' option starting on December 1st, 2033, will have a 10% increase, resulting in an annual rental of [REDACTED] Dollars [REDACTED], payable in equal installments of [REDACTED] Dollars ([REDACTED]) in advance on the first day of each month without deduction, set-off, or demand whatsoever for that month's rental.

To exercise these options, Lessee must give Lessor written notice of the intention to do so at least ninety (90) days before this lease agreement expires.

. Tenant's Condition: a) The Landlord shall pay [REDACTED] to the Tenant as a penalty if the Landlord changes their mind for no reason after signing the lease, as lease break-up damages.

. Landlord's Condition: a) Tenant shall pay the Landlord [REDACTED] if the Tenant changes their mind after signing the lease for no reason unless the Tenant has difficulty opening their business to operate. In such a case, the Landlord will waive the penalty. To obtain this waiver, the Tenant must provide a written, signed letter from the fire department or the town hall of Ware explaining the difficulties of opening the business.

1. Equipment Retention: a) The Lessee acknowledges that the hood system and the walk-in cooler are essential fixtures for the leased premises. In the event that the restaurant owner decides to leave the location and end their lease terms, the hood system and walk-in cooler must remain in place and be surrendered to the Lessor as part of the leased premises. These items cannot be removed or relocated by the Lessee upon lease termination.

2. Notification of Ownership Change: a) Lessee agrees to provide Lessor with a 90-day notice before changing ownership of the business.

3. Subleasing Permission: a) Lessee shall not sublease the premises without obtaining written permission from Lessor. Failure to obtain such written permission will be considered a default in the lease terms.

SECTION THREE

ADDITIONAL RENT

All taxes, charges, costs, and expenses that Lessee assumes or agrees to pay under this lease agreement, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this lease agreement shall be deemed to be additional rent, and, in the event of nonpayment, Lessor shall have all the rights and remedies as provided in this lease agreement for failure to pay rent. Lessor shall pay for real estate taxes and building insurance.

SECTION FOUR

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Lessee without the prior, express, and written consent of Lessor, and, if necessary, of any mortgagee, Lessee may at any time during the lease term, subject to the conditions set forth below and at his own expense, make any alterations, additions, or improvements in and to the demised premises and the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the demised premises, or change the purposes for which the building, or any part of the building, may be used.

B. Conditions with respect to alterations, additions, or improvements are as follows:

(1) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost [REDACTED] or more shall be submitted to Lessor for written approval prior to commencing work.

(2) Prior to commencement of any work Lessee shall pay the amount of any increase in premiums on insurance policies provided for in this lease agreement because of endorsements to be made covering the risk during the course of work. In addition, if the estimated cost of work shall exceed [REDACTED], Lessee shall, without cost to Lessor, furnish Lessor with a performance bond written by a surety acceptable to Lessor in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances, and security interests, according to the approved plans and specifications.

C. All alterations, additions, and improvements on or in the demised premises at the commencement of the term, and which may be erected or installed during the term, shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

SECTION FIVE

REPAIRS

Lessee shall, at all times during the term of this lease agreement and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all

buildings and any improvements, plate glass, additions, and alterations to such buildings, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises. In addition, Lessee shall be responsible to repair or replace HVAC and Air condition system or any other mechanical system in the rented space including the sprinkler system. Lessee agrees to be responsible for any damaged made to promises or the sprinkler system. Lessee agrees to maintenance the polyene road sign and the outdoor store awning.

Lessor will maintain roof, and parking lot at their own expense.

SECTION SIX

TAXES

A. Lessee is not responsible to pay any taxes or insurance on the building, it is a gross lease.

B. Lessee shall have the right to apply for the conversion of any special assessment for local improvements in order to cause them to be payable in installments. On the conversion, Lessee shall be obligated to pay only those installments that may become due during the term of this lease agreement.

C. It is the intention of the parties that the rent specified in this lease agreement is net rental, and Lessor shall receive such rent free from all taxes that are made payable by Lessee.

SECTION SEVEN

UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer, water, gas, electricity, internet, trash, Fire alarm and security system monthly payment, and telephone services.

SECTION EIGHT

INSURANCE

A. During the term of this lease agreement and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at his expense the following types and amounts of insurance:

- LESSEE TO MAINTAIN GENERAL LIABILITY INSURANCE AND APPLICANT OBTAIN CERTIFICATE OF INSURANCE AS EVIDENCE OF THE COVERAGE TO BE PROVIDED "COPY OF THE INSURANCE CERTIFICATE" TO THE LANDLORD EVRY YEAR.

(1) Fire insurance. Lessee shall keep all buildings, improvements, and equipment on the demised premises, including all alterations, additions, and improvements, insured against loss or damage by fire, with all standard extended coverage that may be required by any first mortgagee, and against loss or damage due to war, if that insurance is available and required by any first mortgagee. The insurance shall be in an amount sufficient to prevent Lessor and Lessee from becoming co-insurers under provisions of applicable policies of insurance, but in any event in an amount not less than one hundred percent (100%) of the full insurable value of the demised premises, excluding the cost of excavation and of foundations. If at any time, there is a dispute as to the amount of such insurance the same shall be settled by arbitration.

(2) Personal injury and property damage insurance. Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be required by Lessor, shall be provided by Lessee. This requirement shall specifically include plate glass insurance, covering the glass on the demised premises.

(3) Rent insurance. Rent insurance in an amount not less than the annual net rent plus the estimated annual taxes, utilities, and assessments, together with annual premiums for insurance required in this section, shall be obtained by Lessee.

(4) Other insurance. Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct.

B. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear. In the case of insurance against damage to the demised premises by fire or other casualty, the policy shall provide that loss, if any, shall be adjusted with and be payable to Lessor. If requested by Lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. Rent insurance and use and occupancy insurance may be carried

in favor of Lessee, but the proceeds are hereby assigned to Lessor to be held by Lessor as security for the payment of the rent and any additional rent under this lease agreement until restoration of the premises. All insurance shall be written with responsible companies that Lessor shall approve, and the policies shall be held by Lessor or, when appropriate, by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require ten (10) days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.

SECTION NINE

UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part of the demised premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

SECTION TEN

INDEMNITY

Lessee shall indemnify Lessor against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease agreement, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements on the demised premises.

SECTION ELEVEN

DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease agreement by Lessee:

(1) If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed, or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

(3) If Lessee shall fail to pay Lessor any rent or additional rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.

(4) If Lessee shall fail to perform or comply with any of the conditions of this lease agreement and if the nonperformance shall continue for a period of ten (10) days after notice of nonperformance given by Lessor to Lessee or, if the performance cannot be reasonably had within the ten (10) -day period, Lessee shall not in good faith have commenced performance within the ten (10) -day period and shall not diligently proceed to completion of performance.

(5) If Lessee shall vacate or abandon the demised premises.

(6) If this lease agreement or the estate of Lessee under this lease agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this lease agreement.

(7) If Lessee fails to take possession of the demised premises on the term commencement date, or within ten (10) days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed in this lease agreement or shall be deferred as provided in this lease agreement.

SECTION TWEELEVE

EFFECT OF DEFAULT

In the event of any default under this lease agreement, as set forth in Section Twelve, the rights of Lessor shall be as follows:

(1) Lessor shall have the right to cancel and terminate this lease agreement, as well as all of the right, title, and interest of Lessee under this lease agreement, by giving to Lessee not less than ten (10) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease agreement and the right, title, and interest of Lessee under this lease agreement, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this lease agreement.

(2) Lessor may elect, but shall not be obligated, to make any payment required of Lessee in this lease agreement or comply with any agreement, term, or condition required by this lease agreement to be performed by Lessee. Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible under this lease agreement in the case of any default.

(3) Lessor may re-enter the demised premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After reentry Lessor may terminate the lease on giving ten (10) days' written notice of termination to Lessee. Without the notice, reentry will not terminate this lease agreement. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the demised premises and the value of the balance of this lease agreement over the reasonable rental value of the demised premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

(4) After reentry, Lessor may relet the demised premises or any part of the demised premises for any term without terminating this lease agreement, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the demised premises. The duties and liabilities of the parties if the premises are relet as provided in this section shall be as follows:

(a) In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rent installments that are due for the same period under this lease agreement.

(b) Lessor shall have the right, but shall not be required, to apply the rent received from re-letting the premises to (1) reduce the indebtedness of Lessee to Lessor under this lease agreement, not including indebtedness for rent, (2) expenses of the re-letting and alterations and repairs made, (3) rent due under this lease agreement, or (4) to payment of future rent under this lease agreement as it becomes due.

(c) If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this lease agreement, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period. Lessor may at any time after a reletting terminate this lease agreement for the breach on which Lessor had based the reentry and subsequently relet the demised premises.

(5) After reentry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee. The receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee. Proceedings for the appointment of a receiver by Lessor, or the appointment of a receiver and the conduct of the business of Lessee by the receiver, shall not terminate and forfeit this lease agreement unless Lessor has given written notice of termination to Lessee as provided in this lease agreement.

(6) In the event that Lessor is required to hire an attorney/collection agency to collect any amounts due from the Lessee and/or enforce any provision of this Agreement, Lessee shall pay all legal fees, collection fees, court fees, and all other expenses associated with the collection/enforcement of this Agreement.

SECTION THIRTEEN

DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the premises during the term of this lease agreement from any cause, Lessor shall promptly repair such damage, provided the repairs can be made within thirty (30) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease agreement, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee on the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease agreement continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease agreement may be terminated at the option of either party.

B. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost, this lease agreement shall be terminated.

C. Any dispute between Lessor and Lessee relative to the provisions of this section shall be subject to arbitration. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both Lessor and Lessee, who shall bear the cost of the arbitration equally between them.

SECTION FOURTEEN

CONDEMNATION

Rights and duties in the event of condemnation are as follows:

(1) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent reserved under this lease agreement shall be apportioned and paid up to that date.

(2) If only a portion of the demised premises shall be taken or condemned, this lease agreement shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the

decreased use suffered by Lessee as the parties may agree or as shall be determined by arbitration.

(3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Lessor without any deduction from such award for the value of the unexpired term of this lease agreement or for any other estate or interest in the demised premises now or later vested in Lessee. Lessee assigns to Lessor all his right, title, and interest in any and all such awards.

(4) In the event of a partial taking, Lessee shall promptly proceed to restore the remainder of the building on the demised premises to a self-contained architectural unit. Lessor shall pay to Lessee the cost of restoration, but in no event shall such cost exceed a sum equal to the amount of the separate award made to and received by Lessor for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled by arbitration as provided in this lease agreement. The balance of any separate award or allocated amount not so used shall belong to and be retained by Lessor as its sole property.

(5) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises but creating a right to compensation for such action, or, if less than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease agreement shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

SECTION FIFTEEN

SUBORDINATION

This lease agreement and all rights of Lessee under this lease agreement shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part of the demised premises, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease agreement and all rights in this lease agreement to the lien of any such mortgage or mortgages. If Lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the subordination instrument as Lessee's attorney-in-fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes, and appoints Lessor, its successors and assigns, his attorney-in-fact for that purpose.

SECTION SIXTEEN

EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

SECTION SEVENTEEN

ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease agreement, and also to show the premises to prospective buyers. At any time within two (2) months prior to the expiration of the term of this lease agreement, Lessor may show the demised premises to persons wishing to rent them. Lessee shall, within one (1) month prior to expiration of the term of this lease agreement, permit the usual notices of "For Rent" and "For Sale" to be placed on the demised premises and to remain on the premises without hindrance and molestation.

QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided in this lease agreement, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION EIGHTEEN

LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises or for any injury or damage to any property of Lessee. The provisions of this lease agreement permitting Lessor to enter and inspect the demised premises are made to ensure that Lessee is in compliance with the terms and conditions of this lease agreement and to ensure that Lessee makes repairs which Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

SECTION NINETEEN

RENT ABATEMENT

No abatement, diminution, or reduction of rent shall be claimed or allowed to Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, improvements, or repairs to the demised premises, because of any governmental laws, or arising from and during the restoration of the demised premises after their destruction or damage by fire or other cause, or the taking or condemnation of a portion only of the demised premises, except as provided in Section Fifteen.

SECTION TWENTY

REPRESENTATIONS BY LESSOR

At the commencement of the term, Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease agreement. Lessor shall in no event be liable for any latent defects.

SECTION TWENTY-ONE

WAIVERS

The failure of Lessor to insist on strict performance of any of the terms and conditions of this lease agreement on a specific instance shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-TWO

NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: Alexandria Trust, LLC
30 Anderson Road,
Ware, MA 01082

TO LESSEE: George Gwargios
95 Washignton St.
Gardner, MA 01440

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TWENTY-THREE

ARBITRATION

In a situation where this lease agreement provides for the settlement of a dispute or question by arbitration, it shall be settled by arbitration in accordance with the current rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction.

SECTION TWENTY-FOUR

ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease agreement or sublet the demised premises in whole or in part, or permit the demised premises to be used or occupied by others, nor shall this lease agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved in this lease agreement. However, any such

assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this lease agreement, or the acceptance of the assignee, transferee, subtenant, or occupant as Lessee. Lessee shall continue to be liable under this lease agreement in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this lease agreement. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

SECTION TWENTY-FIVE

SURRENDER OF POSSESSION

A. Lessee shall, on the last day of the term, or on earlier termination and forfeiture of this lease agreement, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed on the demised premises by Lessee, except moveable trade fixtures, all in good condition and repair.

B. If Lessor so elects, any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or forfeiture of this lease agreement, shall be deemed abandoned and become the property of Lessor without any payment or offset for such fixtures or property. At Lessor's election, Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee.

C. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION TWENTY-SIX

REMEDIES OF LESSOR

A. In the event of a breach or a threatened breach by Lessee of any of the terms or conditions of this lease agreement, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided in this lease agreement.

B. The rights and remedies given to Lessor in this lease agreement are distinct, separate, and cumulative, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others in this lease agreement, by law, or by equity provided.

C. In all instances under this lease agreement, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if Lessor shall produce a bill, notice, or certificate of any public official entitled to give notice to the effect that such charge appears of record on the books in his or her office and has not been paid.

D. No receipt of money by Lessor from Lessee after default or cancellation of this lease agreement in any lawful manner shall (1) reinstate, continue, or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of termination and forfeiture as provided in this lease agreement and the expiration of the time specified in such notice, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, Lessor may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of Lessor, on account of the liability of Lessee under this lease agreement.

SECTION THIRTY
ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION THIRTY-ONE
MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-TWO
BINDING EFFECT

This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION THIRTY-THREE
APPLICABLE LAW

This lease agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

SECTION THIRTY-FOUR

PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness whereof, each party to this agreement has caused it to be executed at Ware, Massachusetts on the date indicated below.

By signing below, the Lessee acknowledges their understanding and agreement to the terms and conditions outlined in this Agreement.

George Gwargios
George Gwargios, Lessee

10/02/2023
Date

Yasser Fares
Yasser Fares, its president, Lessor

10/02/2023
Date

Exhibit A for 197 West Street, Ware MA 01082

Date: 10/02/2023

17 chairs

8 booths

3 square wood tables

10 rectangular wood tables

2 sets drapes and valances any and all light fixtures

2 high chairs

2 booster seats

20 storage shelves

1 walk-in cooler with compressor and shelves

1 meat slicer 1

dough roller

7 stainless steel work tables

1 sixty-quart mixer

1 ice maker

1 three-tap beer cooler

1 pizza prep cooler

1 grinder prep cooler

1 tabletop cooler

1 salad prep cooler

1 standing commercial cooler

1 standing commercial freezer

1 domestic chest freezer

1 twenty-four inches charbroiled

1 two-basket tabletop fryer

1 two-basket standing fryer

2 microwave ovens

1 three-bay steam table

1 six-burner stove with oven

1 two-drawer bread box

2 pizza ovens

1 dishwasher any and all pizza pans and dough trays any and all plastic storage containers any and all plates and flatware any and all cooking utensils

7 mirrors

1 wood picnic table

1 baker rack any and all wire shelving units.

This Equipment Agreement outlines the terms and conditions governing the use of equipment specified in "Exhibit A." Please read and understand these terms before signing.

EQUIPMENT AGREEMENT:

1. Equipment Payment: a) Tenant agrees to pay [REDACTED] for the price of equipment, with an initial payment of \$ [REDACTED] due at the signing of the lease. The remaining [REDACTED] shall be paid over one year as monthly payments for 12 months at a 5% interest rate, unless the tenant decides to pay it earlier.

b) Upon completion of the equipment payments, Lessee will become the sole owner of the restaurant equipment and will have the right to remove, transfer, or sell any or all of the restaurant equipment.

2. Equipment Retention: a) The Lessee acknowledges that the hood system and the walk-in cooler are essential fixtures for the leased premises. In the event that the restaurant owner decides to leave the location and end their lease terms, the hood system and walk-in cooler must remain in place and be surrendered to the Lessor as part of the leased premises. These items cannot be removed or relocated by the Lessee upon lease termination.

3. Equipment Usage: a) The equipment shall only be used for company purposes.

4. Separation from Company or Change of Ownership: a) In the event of Lessee's separation from the company or a change in ownership of the lease or sale of the

business before the equipment price is paid off, Lessee authorizes the company to cover any replacement costs for the equipment. The agreed-upon cost is [REDACTED], which will be financed for 12 months at a 5% interest rate, commencing on December 1st, 2023, or at the opening of the business, whichever occurs sooner.

The calculated monthly payment for the equipment will be [REDACTED] starting December 1st 2023 for 12 months, due on the first day of each month.

All payments shall be made to Lessor on or before the 1st day of each month by an auto payment or a direct deposit form to be set up between the Lessee and the Lessor.

5. Late Rent and Associated Fees: a) Lessee shall pay a late fee of [REDACTED] for each day the equipment payment is late. b) In the event that the payment remains unpaid for 10 days beyond the due date, Lessee agrees to pay any attorney's fees, court fees, or collection agent fees incurred by the Lessor in the process of collecting the overdue rent.

6. Notification of Ownership Change: a) Lessee agrees to provide Lessor with a 90-day notice before changing ownership of the business.

By signing below, the Lessee acknowledges their understanding and agreement to the terms and conditions outlined in this Equipment Agreement.

Lessee's Name: ~~George G. Wargios~~ (GMDJ) GG YF

Lessee's Signature: ~~George G. Wargios~~ (President)

Date: 10/02/2023

Lessor's Name: Yasser Fares

Lessor's Signature: Yasser F. Fares

Date: 10/02/2023



Town of Ware Application for Appointment to Boards and Committees

Name: Nicholas Bousquet
Address: [REDACTED]
Email: [REDACTED]
Home Phone: _____ Work: _____ Cell: [REDACTED]
Occupation: Town Planning Intern
Ware Resident: Yes No Years lived in Ware: 18

Please indicate the Committee(s) you have interest in serving on:

(Appointment subject to vacancies)

- | | |
|--|---|
| <input type="checkbox"/> Agricultural Commission | <input type="checkbox"/> Cultural Council |
| <input type="checkbox"/> ADA Commission | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Historical Commission |
| <input type="checkbox"/> Capital Planning Committee | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Community Development Authority | <input checked="" type="checkbox"/> Tax Increment Financing (TIF) Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Council on Aging | <input checked="" type="checkbox"/> Other: <u>Planning & Community Development Advisory Committee</u> |

What skills and experience will you bring to this Board/Committee:

(Attach additional sheet or resume if desired)

(See Resume)

Are you currently serving or have you served on any Town committee: Yes* No

*(*If yes, please state what committee)*

Superintendant Search Committee, Open Space Committee, Agriculture Commission

Required: Please read the following. By signing below, you state that you understand and agree: The filing of this form does not guarantee my appointment. An application is kept on file for two (2) years. Being appointed to a committee, board or commission means that I am considered a Municipal Employee under MGL Chapter 268A and thereby subject to Conflict of Interest Law MGL Chapter 268A, Financial Disclosure Law MGL Chapter 268B, as well as Open Meeting Law. I understand that I will take the conflict of interest test after being appointed and that I also must be sworn in by the Town Clerk. **IMPORTANT: Once this form is submitted, it becomes a public document. If there is information you do not want open to the public, please do not include it on this form!**

Signature: *Nicholas Bousquet* Date: 10/18/2023

Please return this form to:
Stuart Beckley, Town Manager, 126 Main Street, Ware, MA 01082
or email to: sbeckley@townofware.com

Nicholas Bousquet

[REDACTED] Ware, Massachusetts, 01082

EDUCATION

Ware High School, Ware, Massachusetts
Currently Enrolled Student, Graduation Year [REDACTED]

I am a Senior in High School. Through High School I have been committed to enrolling in courses that challenge my academic strengths and weaknesses. This school year, I am challenging myself with College Dual Enrollment State and Local Government, Honors English, and Honors Constitutional Law. These tough courses teach me quality work ethic and will expand my knowledge of valuable subjects. Last year, I was invited to join Ware High School's chapter of National Honor Society. I accepted and have been active within the organization, which frequently involves volunteering at school events and for charities / local organizations. This has been an extremely rewarding experience so far in addition to my academic studies.

EXPERIENCE

Since October of 2016, I have been a member of the Boy Scouts of America, having achieved the rank of Eagle Scout. Through the Scouts, I have participated in nearly 100 Service hours throughout 12 Eagle projects and countless Memorial and Veterans day events. During my time in Boy Scouts, I achieved the leadership position of Senior Patrol Leader, which gave me a strong leadership opportunity. As Senior Patrol Leader, provided leadership and managed the logistics for 15 scouts. I was in charge of managing and leading scouts through 12 campouts and 32 weekly meetings over 8 months. In 2022 I earned the rank of Eagle Scout. I've spent many hours planning and building a 130 foot path to a 16 x 16 foot program patio area behind the Paige Memorial library in Hardwick. During this project, I lead a team of volunteers which invested 200 man hours of work into the construction. The strong leadership opportunities I have fulfilled during my time in Scouting have molded me into a successful and accomplished leader. Since July of 2019, I have been a member of the Order of the Arrow which is the National Honor Society of Boy Scouts. Members are elected by their peers due to their leadership abilities. Once these new members are part of the organization, they are committed to service throughout their time in Scouts. Most of this service is through volunteer work at Boy Scout camps, which includes maintaining trails and paths, clearing brush, and general groundskeeping.

Over the years, I have volunteered at the Knights of Columbus with cooking, setting up events, and running such events. My father has been a member of the organization for decades, so it is always a very rewarding experience to spend my time working with him to help others.

For the last 10 years I have been an Alter Server at Saint Mary's church in Ware. Ever since I received my First Communion in second grade, I have been serving every Sunday I can. I observe this as a way of giving back to a religious community that has given me a bright and reliable upbringing over the years. This experience has helped greatly in guiding me through my faith.

PUBLIC SERVICE

I have always been involved with the community through food drives and Eagle Projects in Boy Scouts and in the Knights of Columbus with plenty of other events, but in November 2022 I brought my public service to a new level by becoming a member of the Superintendent Search Committee at Ware High School. The task of the committee was to review resumes, select and interview candidates for the open Superintendent position, and refer them to the School Board, which we were a subcommittee of. The committee was composed of members of the School Board, teachers, school staff, and two students. During the first meeting, I was elected Chairman of the committee as the other members recognized my community service and academics as a proper qualification. My experiences on the committee taught me valuable lessons on the function of government, as I learned to conduct procedure as written in state law, and civic engagement as I was participating in a committee that would directly affect myself and my peers in school. I was proud to advocate the viewpoints of fellow students, to ensure that all viewpoints of students were represented when selecting the best fit Superintendent candidates. After rigorous evaluations, interviews, and debate, the committee would go on to select three candidates to nominate, which I would report to the School Committee in a formal meeting. This first experience in public service provided me with valuable insight into the function of government, even at the level of a school committee, it would inspire me to do more.

I am currently serving as a member of the Ware Open Space Committee, which is tasked with developing and reporting on plans for the usage of open public land to benefit the town and more importantly, the community. During my tenure on the committee, and its Recreation Subcommittee, I will be working to ensure that everyone in Ware has access to quality recreational areas for a multitude of activities, including fishing, swimming, boating, hunting, dog walking, and much more. I hope that my work can bring positive change to our community and preserve the beauty of the town and its amenities. Additionally, after the Town of Ware voted to pass a Right to Farm bylaw, I joined the newly formed Agriculture Commission to ensure the rights of our farmers are protected, and that their interests are held in high regard.

EMPLOYMENT

Town of Ware Planning Department Intern (July 2023 to Present)

During my service at the Ware Town Hall, I efficiently completed multiple projects which benefited small town government organization and management. These projects include, but are not limited to, digitalizing all special permit zoning files and creating an online database for easy access. Compiling a database of all solar permits and solar projects ever issued in the town to fulfill a public records request. And managing the social media presence of a town committee to keep the public informed on government actions. This internship provided me with the opportunity to gain quality experience working within government, and insight into its functions.

Croteau, Nicole

250th US Celebration
Committee

From: Beckley, Stuart
Sent: Monday, November 6, 2023 4:44 PM
To: Croteau, Nicole
Subject: FW: 250th committee

From: wanda mysona [REDACTED]
Sent: Monday, November 6, 2023 3:46 PM
To: Beckley, Stuart <sbeckley@townofware.com>
Subject: 250th committee

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.

I would like to be considered for serving on the town's 250th committee to celebrate our nation's declaration. I have served in the past on the town's own celebration . Thank you for your consideration.



WARRANT FOR SPECIAL TOWN MEETING
TOWN OF WARE
COMMONWEALTH OF MASSACHUSETTS

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, November 27, 2023, at six thirty (6:30 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 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 \$18,305.17

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 2. To see if the Town will vote to amend or adjust any of the line items of the Fiscal Year 2024 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.

Elections \$8,000
 Insurance \$40,000
 Fire: \$15,000 (\$5,000 for building, \$10,000 for software)
 Assessors salary \$11,200.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 4 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 3. To see if the Town will vote to appropriate, borrow, and/or transfer from available funds a sum of money to fund the Other Post-Employment Benefits (OPEB) Liability Trust Fund, or take another action relative thereto.

\$322,481.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 4. To see if the Town will vote to appropriate and/or transfer from available funds a sum of money to the Stabilization Fund or take any other action relative thereto. \$ 107,493.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 5. To see if the Town will vote to appropriate and/or transfer from available funds a sum of money to the Capital Stabilization Fund or take any other action relative thereto. \$107,493.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 6. To see if the Town will vote to create the Rural Residential Business (RRB) Overlay District, as indicated on the map presented during the Planning Board Public Hearing, and to amend Sections 3.4 (Overlay Districts) and 4.9 (Overlay District Regulations) of the Zoning Bylaws or take any other action relative thereto.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Planning Board	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 7. To see if the Town will vote to authorize the Selectboard to petition the General Court for the enactment of special legislation entitled “An Act relative to the Maximum Age Requirement for Police Officers for the Town of Ware” as set forth below, provided however, that the General Court shall be authorized to make ministerial, clerical, and editorial changes of form only to said bill, unless the Selectboard approves amendments to the bill before enactment by the General Court; and to authorize the Selectboard to approve such amendments, or take any other action relative thereto.

**AN ACT RELATIVE TO THE MAXIMUM AGE REQUIREMENT
FOR POLICE OFFICERS FOR THE TOWN OF WARE**

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding section 58 of Chapter 31 of the General

Laws or any other general or special law to the contrary, no person shall be eligible to have his name certified for original appointment to the position of police officer in the Town of Ware if such person has reached his forty-fifth birthday on the date of the entrance examination.

SECTION 2. This act shall take effect upon its passage.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 8. (Petition) To see if the Town will vote to accept as a public way the private way know as King George Drive, bounded and described as follows (Attachment) and to further see if the Town will vote to accept the deed to said property bounded and described in the attachment; providing title costs, closing costs, and recording costs are paid by the property owners, or take any other action relative thereto.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Planning Board	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 9. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money for financial software to assist capital planning, budgeting and community transparency, or take any other action relative thereto. **Postpone**

Article 10. To see if the Town will vote to raise and appropriate, transfer from available funds, and/or borrow the sum of \$140,000 and authorize the Treasurer with the approval of the Selectboard to borrow said sum under the provisions to G.L. Chapter 44, Sections 7, 8, 8C and/or any other enabling authority, for the purpose of planning, designing, improving, renovating and/or equipping, including, but not limited to, accessibility improvements including walkways, parking, playground equipment and a pavilion, at the park known as Grenville Park, at 73 Church Street, containing a total of 75 acres of land, more or less, and identified on Assessors Map 23 as Lot 15 including, without limitation all costs incidental or related thereto; (b) transfer the care, custody and control of Grenville Park to the Ware Parks Commission for, and to dedicate said Park to park and active recreation purposes under the provisions of G.L. Chapter 45, Section 3; and (c) authorize the Selectboard and/or its designee to apply for and accept on behalf of the Town funds granted under the PARC Grant Program and/or any other funds, gifts, grants, under any federal and/or other state program in any way connected with the scope of this this article, and enter into all agreements and execute any and all instruments as may be necessary or convenient to effectuate the foregoing project, or take any other action relative thereto.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Recreation Comm.	<u> 3 </u>	YES	<u> 0 </u>	NO	<u> </u>	

Article 11. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money for the costs to create a Personnel Classification and Pay Plan, or take any other action relative thereto \$12,000.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain

Article 12. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money to purchase and install a Chiller for the Ware High School, or take any other action relative thereto **\$250,000 with design.**

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 5 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	School Committee	<u> </u>	YES	<u> </u>	NO	<u> </u>	

Article 13. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money to purchase and equip a mower for the Cemetery division of the Department of Public Works, or take any other action relative thereto \$23,000.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 3 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Cemetery Commission	<u> 3 </u>	YES	<u> 0 </u>	NO	<u> </u>	

Article 14. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money to demolish and remove the barn at the Aspen Grove Cemetery, or take any other action relative thereto \$14,000.

Recommended by:	Selectboard	<u> </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Finance Committee	<u> 3 </u>	YES	<u> 0 </u>	NO	<u> </u>	Abstain
	Town Manager	<u> X </u>	YES	<u> </u>	NO	<u> </u>	Abstain
	Cemetery Commission	<u> 3 </u>	YES	<u> 0 </u>	NO	<u> </u>	

Article 15. To see if the Town will vote to raise and appropriate, borrow and/or transfer from available funds a sum of money to fund repairs to town facilities including any design and engineering costs, or take any other action relative thereto **DISMISS**

TOWN OF WARE
CODE OF CONDUCT FOR
TOWN *ELECTED* AND *APPOINTED* OFFICIALS

1. PURPOSE

The Town recognizes that all individuals elected and/or appointed by the Town must maintain and enforce respectful discourse with their fellow elected and/or appointed members, with those who work for the Town, those who volunteer their time and services on behalf of the Town and members of the public by striving at every meeting, forum or other official interaction to treat every person fairly and with respect regardless of any differences of opinion. This policy provides a centralized standard of conduct for all elected and appointed officials in the Town.

2. APPLICABILITY

This policy and all its sections shall apply to the Select Board and its members; to all other Town boards, commissions, committees and other public bodies appointed by the Select Board or the Town Manager (collectively referred to as “Town Boards”); and to all presiding officers, members, public officials, and other representatives of the Select Board or Town Boards (collectively referred to “Select/Town Board members”) while acting in their official capacity or while acting on behalf of the Town. The standards in this policy shall cover all communications by the Select Board, Town Boards, or Select/Town Board members, whether verbal or in writing, including electronic and social media communications.

3. CODE OF CONDUCT

All Select/Town Board members are expected to act honestly, conscientiously, reasonably and in good faith at all times having regard to their responsibilities, the interests of the Town and the welfare of its residents.

All Select/Town Board members must refrain from communicating or acting in a disrespectful, abusive and/or threatening manner towards members of the community, other Select/Town Board members, the Town Manager or Town Staff.

Moreover, all Select/Town Board members must fully comply with the Town's anti-harassment, anti-discrimination, and anti-bullying policies.

Further, all Select/Town Board members must assume the following responsibilities:

A. Conduct Generally and in Relation to the Community

- Be well informed concerning the local and state duties of a board/committee member.
- Never purport to represent the opinion of your board/committee except when specifically authorized by a recorded vote to do so.
- Accept your position as a means of unselfish public service, not to benefit personally, professionally or financially from your board/committee position.
- Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
- Demonstrate respect for the public that you serve.
- Safeguard confidential and privileged information, including, without limitation, privileged attorney-client communications. Confidential and privileged information can only be disclosed as permitted or required by law, and, generally, only on the vote of the Select Board or appropriate Town Boards.
- Conduct yourself to maintain public confidence in our local government.
- Conduct official business in such a manner that it is clear that you cannot be improperly influenced in the performance of your official duties.
- Unless specifically exempted (e.g., under a properly posted and convened executive session), business of the public must be conducted by the Select Board and other Town Boards in a manner that promotes open and transparent government in compliance with the Open Meeting Law.
- Comply as fully as possible with all Town policies, including, without limitation, the following: anti-harassment, anti-discrimination, and anti-bullying policies.
- Comply as fully as possible with all applicable laws, including, without limitation, the following: - The Open Meeting Law - Procurement Laws - The Ethics/Conflict of Interest Statute (G.L. c.268A) – The Public Records Law (G.L. c. 66, s. 10).

B. Conduct in Relation to other elected and appointed officials

- Treat all members of the Select Board and/or Town Boards to which you belong with respect despite differences of opinion; keeping in mind that professional respect does not preclude honest differences of opinion but requires respect within those differences.
- Participate and interact in official meetings with dignity and decorum fitting those who hold a position of public trust.
- Recognize your responsibility to attend all meetings to assure a quorum and promptly notify the chairperson should you for any reason be unable or unwilling to continue to serve. Formal notice to resign from a Select Board and/or Town Boards to requires written notification to the Town Clerk.
- Recognize that action at official legal meetings is binding and that you alone cannot bind the Select Board and/or Town Boards of which you are a member outside of such meetings.
- Refrain from making statements or promises as to how you will vote on quasi-judicial matters that will come before the Select Board and/or Town Boards of which you are a member until you have had an opportunity to hear the pros and cons of the issue during a public meeting.
- Uphold the intent of executive session and respect the confidential and privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

C. Conduct in Relation to the Town Manager

- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Give the Town Manager full responsibility for discharging their duties, including making decisions and implementing solutions within the scope of their authority.
- Refrain from giving orders or directions to the Town Manager for action as an individual member of the Select Board and/or any Town Boards.
- Refrain from providing information to the Town Manager that you would not be willing to share with your other Select Board and/or Town Boards members.

- For issues and complaints involving the Town Manager, volunteers, and others (including staff) appointed by the Select Board, the Select Board shall be notified of the complaint and will be empowered to address the issue as a body.

D. Conduct in Relation to Town Staff

- Treat all staff as professionals and respect the abilities, experience, and dignity of each individual.
- Refrain from giving instructions to or requesting assistance from Town staff and Department Heads as an individual member of the Board and/or Town Boards. All such activities should be channeled through the Town Manager. Where the Select Board is the appointing authority, the Town Manager will apprise the Chair of the Select Board who will have the authority to determine whether it is an instruction or request that needs to be considered by the Select Board and, if so, will post it for consideration at a meeting of the public body.
- Never publicly criticize an individual employee or a department. Concerns about staff performance should only be made to the Town Manager through private communication. Where the Select Board is the appointing authority, the Town Manager will apprise the Chair of the Select Board who will have the authority to determine whether there is a concern or complaint that needs to be considered by the Select Board at a meeting of that public body.
- Select Board and/or Town Board members who interact with Town staff must do so in a respectful manner and understand employees should not be expected to take direction from any individual Select Board and/or Town Board members on any matter.
- Nothing in this Code of Conduct precludes individual Select Board and/or Town Board members from making public records requests on their own behalf. When such requests are made, the individual will be provided information like any member of the public in compliance with the Massachusetts Public Records Law.

4. DISTRIBUTION AND EDUCATION

The Town Clerk shall provide a copy of this policy and the Town's anti-harassment, anti-discrimination, and anti-bullying policies to all Select Board and other Town Board members upon its issuance and upon the subsequent election, re-election, appointment or re-appointment of any individual.

Each individual shall sign a statement that they have read this Code of Conduct, as well as the Town's anti-harassment, antidiscrimination, and anti-bullying policies, and that they will comply with all requirements set forth in this Code of Conduct and the Town's anti-harassment, antidiscrimination, and anti-bullying policies. In the event that any member declines to sign the form, that fact shall be noted by the Town Clerk on the form.

5. ENFORCEMENT

In addition to any other remedies or enforcement options available under the law, the Select Board and each Town Board may vote to censure any elected or appointed member and the appointing authority may decline to reappoint an individual who violates any provision of this Code of Conduct.

If a Select Board or other Town Board member is accused of violating this Code of Conduct, the Select Board or Town Board that member sits on, or if applicable, the appointing authority, may: (a) take such action as is authorized by law and as it deems fit, or (b) vote upon the request of the Town Manager or on its own to refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. The firm or individual chosen to investigate the matter shall promptly investigate and report back findings of fact and recommendations to the Town Manager (or, in the case where the Town Manager is conflicted as a witness or a party to complaint, to the Chair of the Select Board or their designee).

If any a Select Board or other Town Board member is accused of violating the Town's anti-harassment, antidiscrimination, and anti-bullying policies, the Town Manager shall refer the matter to a disinterested outside firm or individual qualified to investigate the alleged conduct. The firm or individual chosen to investigate the matter shall promptly investigate and report back findings of fact and recommendations to the Town Manager (or, in the case where the Town Manager is conflicted as a witness or a party to complaint, to the Chair of the Select Board or their designee). In these cases, the Town Manager shall not be obliged to obtain any additional authority for the referral; this Code shall be sufficient authority. The firm or individual chosen to investigate the matter shall promptly investigate and report back findings of fact and recommendations to the Town Manager (or, in the case where the Town Manager is conflicted as a witness or a party to complaint, to the Chair of the Select Board or their designee).

Once a report of findings and recommendations is received, the reported findings and recommendations shall be initially shared with the Town Manager (if not conflicted as a witness or party to the complaint), all non-conflicted members of the Select Board and, where the conduct of a member of another Town Board is in question, the non-conflicted members of the Town Board where the accused member sits. The appointing authority, Select Board or Town Board shall then take such action as is authorized by law and as it deems fit in response to the matter. These remedies shall be in addition to, and not in substitution for, any other remedies that may be available by law.

Whether complainants, witnesses, accused members or others have access to the reported findings and recommendations, an executive summary, or other materials will be determined on a case by case basis and depend on the nature of the materials, applicable laws governing disclosure, the

rights of certain individuals to have access to certain records, and whether or not the records are exempt—in whole or in part—from disclosure under the public records laws.

Where there are alleged violations of this Code of Conduct, anti-harassment, antidiscrimination, and/or anti-bullying policies it is recommended that the Town Manager (or in the case they are conflicted as a witness or party to a complaint, the Select Board Chair or their designee), the Select Board and Town Boards seek the advice of Town Counsel or Labor Counsel for questions that may arise in the enforcement process described in this Code. Where obtaining legal advice and retaining the attorney-client privilege is a concern to the public body in advance of making determinations during the enforcement process, Town Counsel or Labor Counsel should be consulted.

Town of Ware Select Board
Approved and adopted on _____

Caitlin McCarthy

Joshua Kusnierz

Keith Kruckas

Nancy Talbot

John Cascio



TOWN OF WARE

Town Manager

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

November 10, 2023

To : Selectboard
From : Stuart Beckley, Town Manager
Subject: Next Steps, Infrastructure Assets

At the October 21, Selectboard meeting, the Board decided not to proceed with the review of the proposal by Aquarion to acquire and operate the Town's Water and Wastewater systems. This was in large part due to Aquarion's suggested amendment, which would have reset the procurement process.

For this coming meeting or future discussion, would the Selectboard consider whether the Town would re-issue an RFP? And if so, what conditions – acquisition or operation or a combination?

If the choice is not to move forward with the RFP, then the budget and capital improvement process will include laying out the needed funds over the next several year to meet the needed improvements in the Town's infrastructure plans.

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology: Applied* (1975). The *Journal of Applied Behavior Analysis* is the only journal in the field to have been ranked in the top 10 of the *Journal Citation Reports* (Clarivate Analytics, 2016).

There are a number of reasons why the *Journal of Applied Behavior Analysis* is the most prominent journal in the field. First, it is the only journal in the field that is published by a non-profit organization, the American Psychological Association. This has helped to ensure the journal's long-term stability and high quality of publication.

Second, the journal has a long history of publishing high-quality research. It was founded in 1968 and has since published over 10,000 articles. The journal is known for its rigorous peer review process and its focus on empirical research.

Third, the journal has a wide readership. It is read by researchers, practitioners, and students alike. This has helped to make the journal a key source of information for the field.

Finally, the journal has a strong reputation for its editorial board. The board is composed of leading experts in the field, and this has helped to ensure the journal's high quality of publication.

In conclusion, the *Journal of Applied Behavior Analysis* is the most prominent journal in the field for a number of reasons. Its long history, high quality of publication, wide readership, and strong reputation for its editorial board all contribute to its prominence.

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2023 - 2024 WARE'S PARKING LOT RULES

Parking permits are valid December 1, 2023, through November 30, 2024, with a fee of \$30.00 per vehicle/trailer for the year. Veterans may obtain a permit for FREE. Residents may purchase a parking permit for the year. Permits are non-transferable.

The Rules and Regulations listed below address parking between the hours of 12:00midnight and 7:00a.m. in Municipal lots located on **Parker Street** and **Pleasant Street**. There is no overnight parking on Town streets from December 1st (or the first plowable snowfall) through March 31st.

1. Residents wishing to park overnight in Municipal lots shall register their vehicle/trailer with the Town Managers Assistant's office.

Each vehicle/trailer will receive a municipal parking sticker which must be displayed on the **REAR WINDOW, DRIVER'S SIDE, LOWER CORNER**.

Each vehicle/trailer must fit into a single parking space and must adhere to the Winter Parking Regulations for moving said vehicle/trailer for plowing purposes of Municipal lots.

2. Vehicles/trailers parked overnight in Municipal lots without a sticker will be ticketed and may be towed at the vehicle owner's expense.

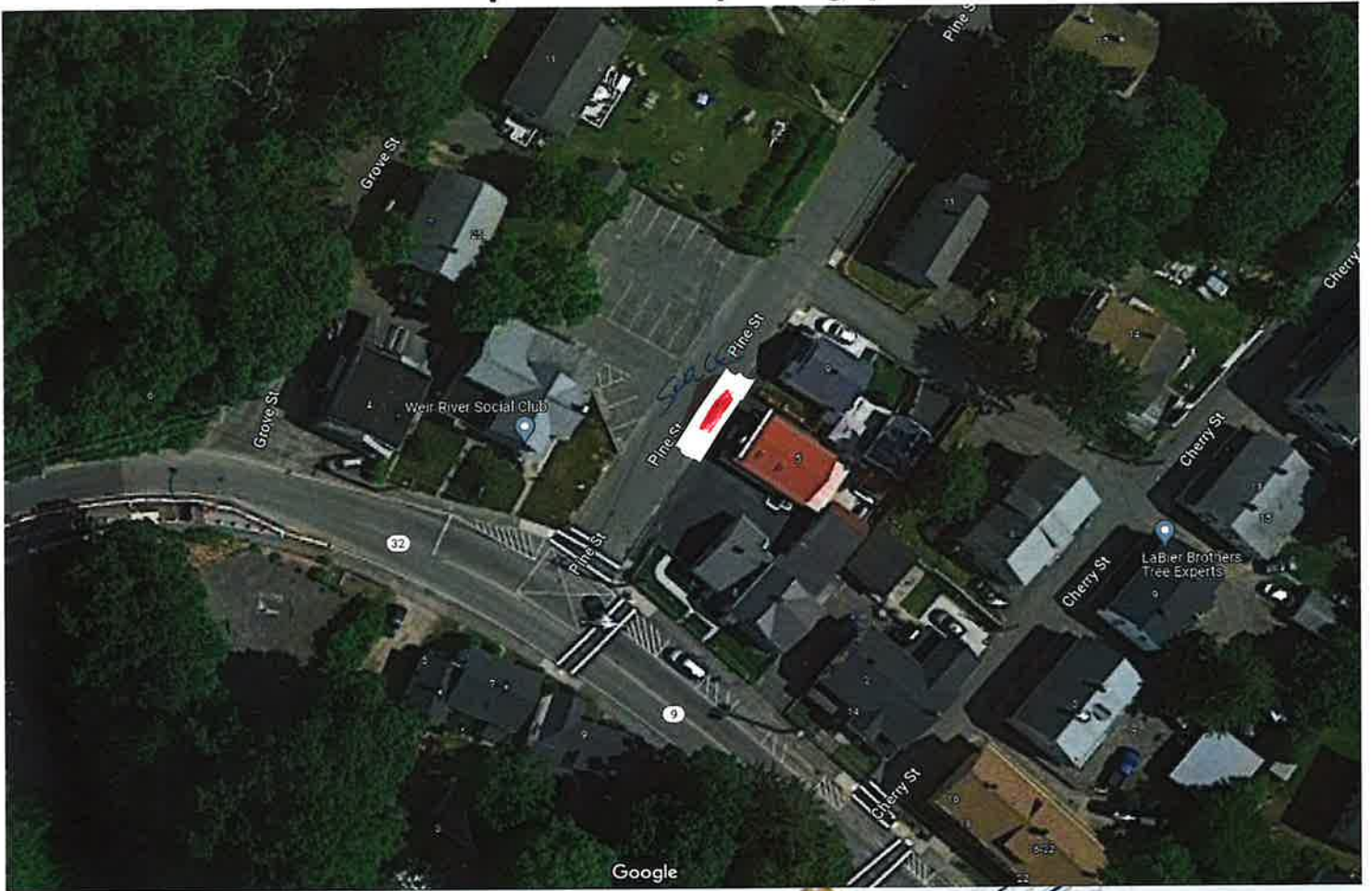
3. Vehicles/trailers must be moved from Municipal lots the next business day after a snow event between 7:00a.m. and 10:00a.m. Vehicles/trailers in the lots during those hours will be towed at the vehicle owner's expense.

Police Chief
is requesting
vehicles be
removed by
7:00am.

4. All vehicles/trailers shall have an active registration with the MA Registry of Motor Vehicles.
5. Vehicles/trailers shall not be leaking any excess fluids.
6. Vehicles/trailers shall not be left on blocks or other types of stands or any blight issues.
7. Visitors' temporary parking approval can be obtained by contacting the Ware Police Department at 413-967-3571.
8. The Town reserves the right to modify these rules due to public safety needs.

The Town of Ware, via the Ware Police Department, reserves the right to remove/tow (at the vehicle/trailer owner's expense) any vehicle or trailer that fails to comply with the above rules and regulations or for any reason seen fit by the Ware Police Department.

5 Pine Street Request for Handicap Parking Spot



To the Town off Ware Select Board ,

This letter is in regard to getting a handicap parking space in front of 5 Pine st. (the old Gamula's market) .There is one separated spot directly in front of 5 Pine separated by one drive way and one egress or small driveway making it ideal for a dedicated space . The three houses on this street (pine st) before the side street (which has no name is an old fire road) are the only three on corner of east and Pine st. The Weir River Social club parking lot is directly across from this property and on every wkd ,Friday, Saturday ,Sunday the cars take up all the spots and extend all the way up the road which I've given you pictures of so you can get the idea. I Also own these three houses on corner in which I rent 2 of them ,one is a multifamily ,all are longterm renters. I'm also a member an former president of the Weir River club and have no problem with the club. With the limited parking and the club does not have any handicap spaces this would benefit the entire neighborhood. 5 Pine is commercial property so would make sense to have that be the spot for the handlecap space in the middle of the other two houses. I Timothy J Kularski reside at 5 PINE and after a rough few years having hip problems ,broken back and some other medical problems have now gotten a handicap permit . My father Paul Kularski who visits often also has handicap permit and also goes to club on occasion he finds it hard to get parking most of the time. My tenants have expressed problems to me also . My single family house 9 Pine streets tenant Brenda Colbeth's mother and stepdad are handicap, they come over daily. In my multi family my tenant Patmore Charles has a handicap permit. Patmore and his wife live on the corner 8 East st and pine they have two cars and only one off street parking spot so you can see their frustration. So if the Board can see the need for a handicap space in front of 5 Pine street that would make the entire neighborhood safer and more accessible to many. Thank you for your consideration on this matter

Sincerely
Timothy J Kularski



11/6/2023

Ware Select board

This letter is from the Patmore Charles current tenant of 8 east st. across from weir river club. The street is often filled with cars on the weekends leaving few if any spaces available. My wife and myself both have cars I have a handicap plate on my car and we have one off street space provided by our landlord Tim Kularski. So many times on weekends I have to walk quite some distances to get parking I understand your discussing making the spot in front of 5 Pine street a handicap space I think that would be perfect for all of us.

Thank you for any help in this matter.


A handwritten signature in cursive script, appearing to read "Patmore Charles". The signature is written in dark ink and has a long, sweeping horizontal stroke at the end.

11/5/2023

WARE Select Board

I Brenda Colbeth live at 9 Pine street by Weir river social club as my landlord Tim kularski has asked for a handicap spot in front of 5 Pine street I'm writing in favor of this action also. Both my parents are handicap and often can't get parking close to my house. My sister is considering moving in and she is handicap also (mobility issues) I've been renting from Tim for several years an plan on many more. So if it were a vote up to me ,please give consideration to making the spot in front of 5 Pine street a handicap spot thanks .

Concerned mother & daughters

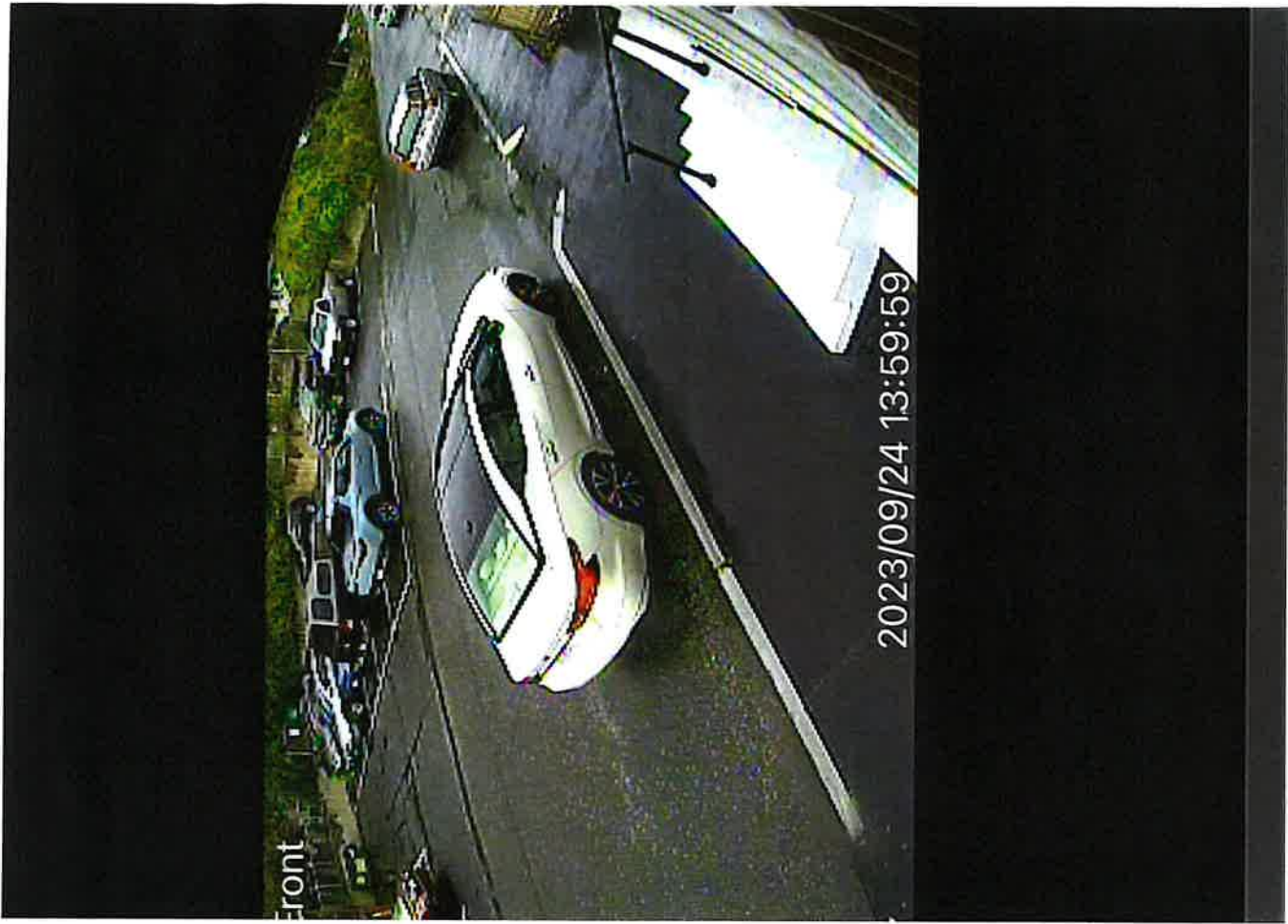

Brenda Colbeth # 11/05/23

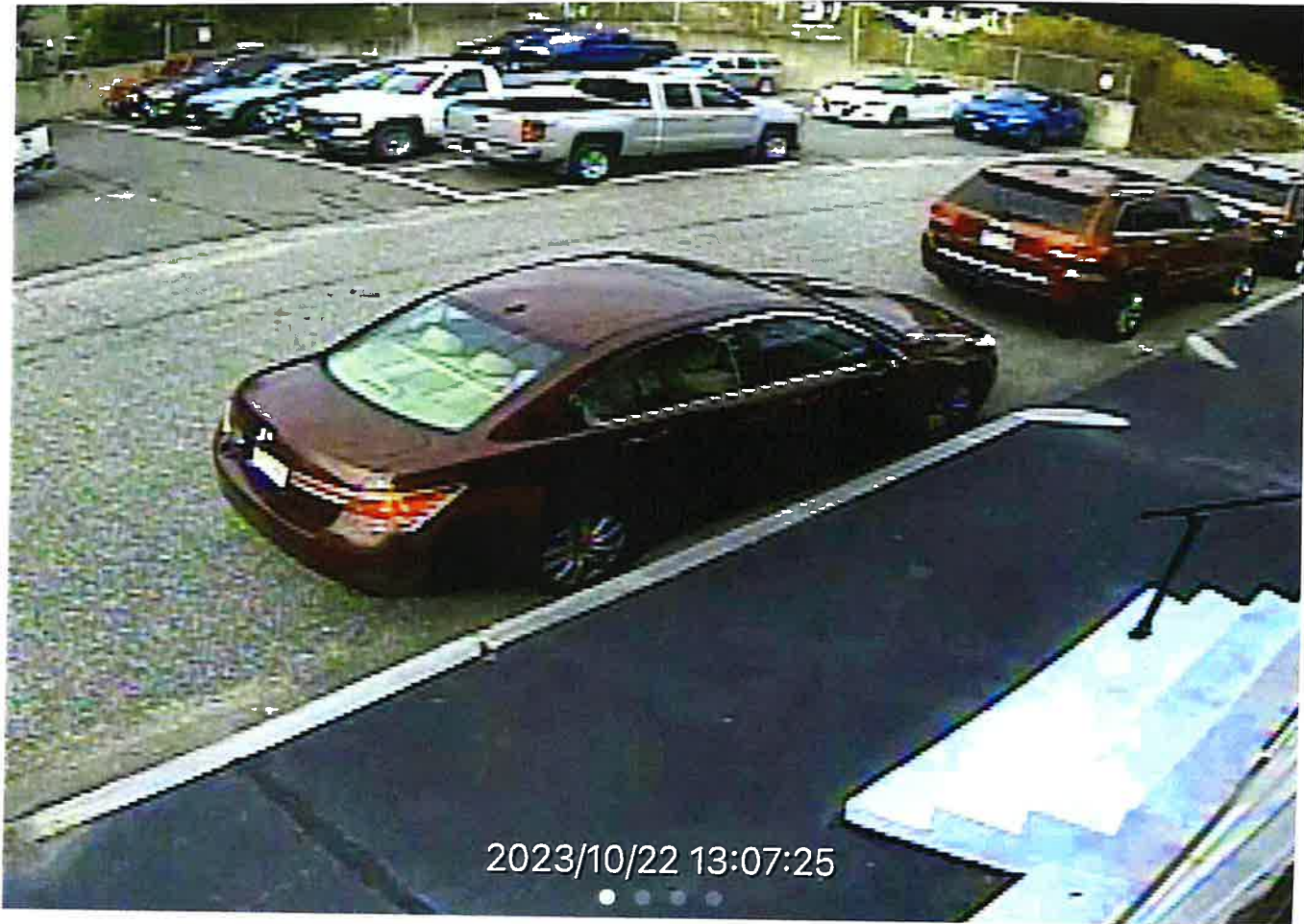


2023/09/10 13:00:59

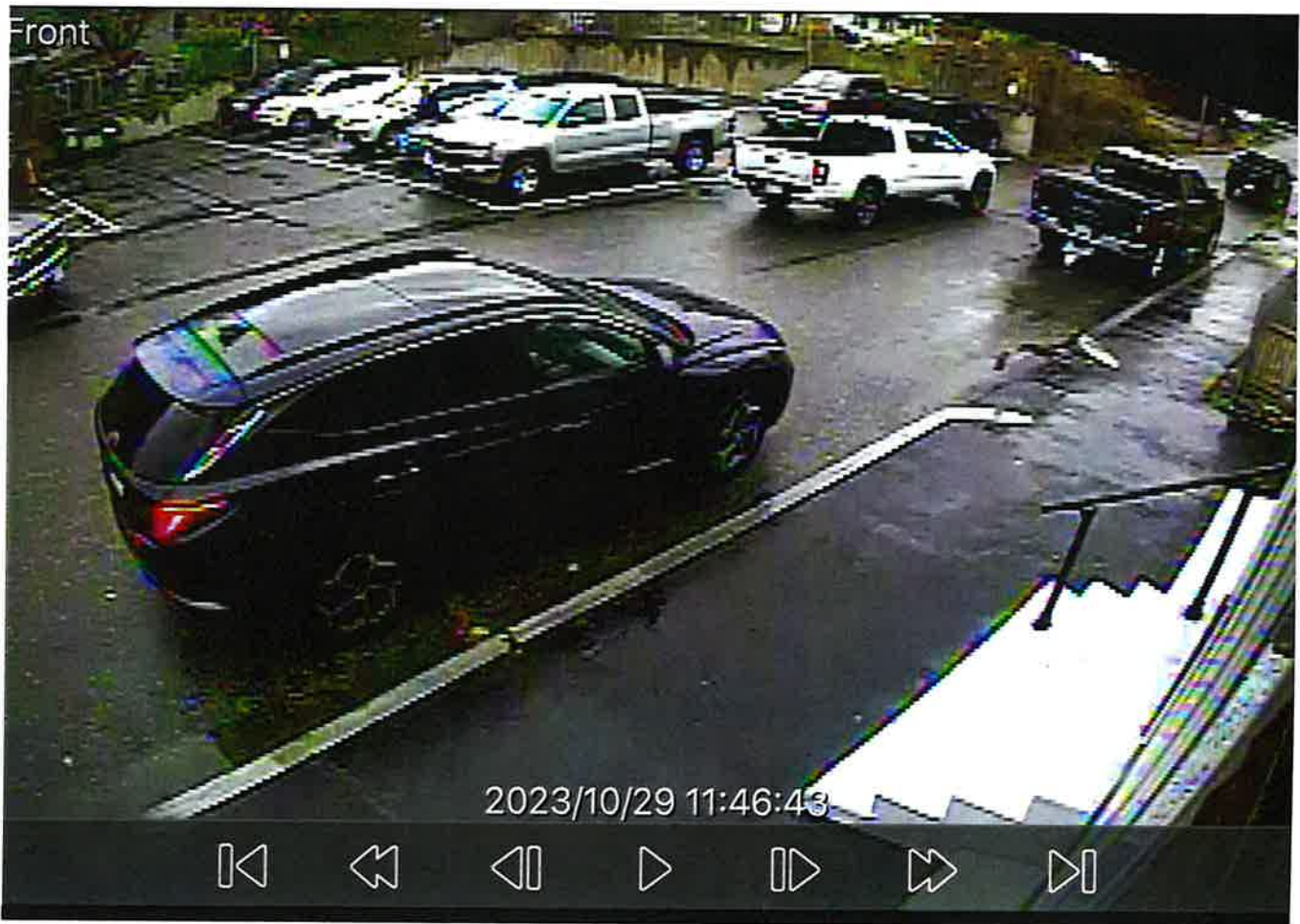


2023/09/17 13:00:41





2023/10/22 13:07:25



Front

2023/10/29 11:46:43





the fact that the *de novo* synthesis of cholesterol is inhibited by statins, which are used to treat hypercholesterolemia. The inhibition of cholesterol synthesis by statins is thought to be a major mechanism of their cholesterol-lowering effect.

Statins are also thought to have pleiotropic effects, including anti-inflammatory and antioxidant properties, which may contribute to their cardiovascular benefits. These effects are thought to be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the endothelium, which is the inner lining of blood vessels. They are thought to improve endothelial function, which may contribute to their cardiovascular benefits. This effect is thought to be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the immune system, which may contribute to their cardiovascular benefits. They are thought to inhibit the synthesis of cholesterol and other lipids, which are thought to be involved in the development of atherosclerosis.

Statins are also thought to have effects on the brain, which may contribute to their cardiovascular benefits. They are thought to improve cognitive function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the liver, which may contribute to their cardiovascular benefits. They are thought to improve liver function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the kidneys, which may contribute to their cardiovascular benefits. They are thought to improve kidney function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the heart, which may contribute to their cardiovascular benefits. They are thought to improve heart function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

Statins are also thought to have effects on the blood vessels, which may contribute to their cardiovascular benefits. They are thought to improve blood vessel function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

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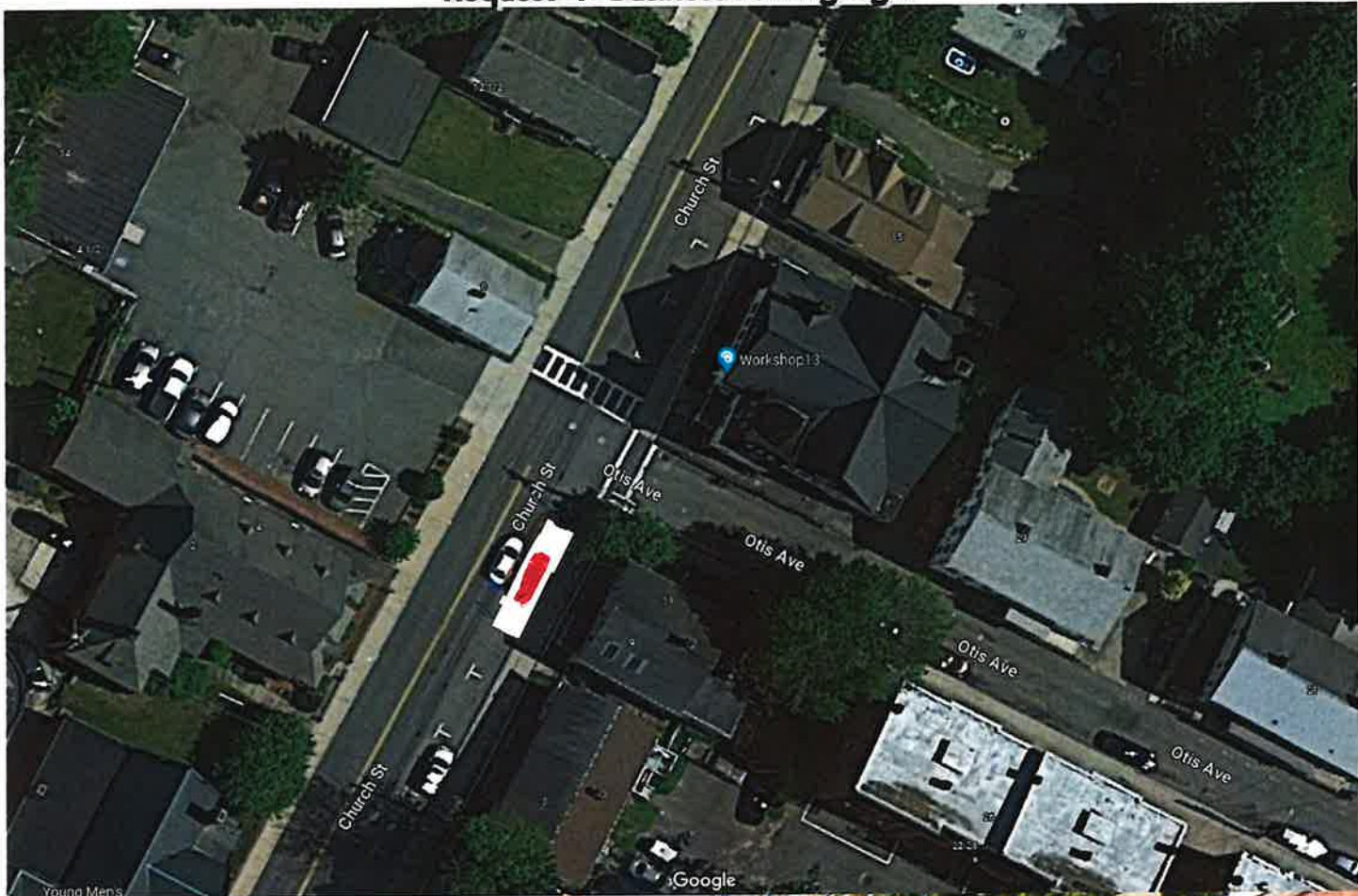
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Statins are also thought to have effects on the liver, which may contribute to their cardiovascular benefits. They are thought to improve liver function, which may be mediated through the inhibition of HMG-CoA reductase, which is involved in the synthesis of cholesterol and other lipids.

13 Church Street Request for Business Parking Signs





TOWN OF WARE

Town Manager

126 Main Street

Ware, MA 01082

413-967-9648 x100

November 10, 2023

To : Selectboard
From : Stuart Beckley, Town Manager
Subject: Reduced Quorum for Town Meeting

Per the attached, the Selectboard may still authorize the reduction of the Town Meeting quorum. If the Board would like to reduce the quorum, the vote would be at the November 21 meeting.

Pandemic Related Legal Updates

March 30, 2023

Governor signs supplemental budget, extending certain pandemic-related relief provisions.

Yesterday, the Governor signed Chapter 2 of the Acts of 2023, supplemental state budget provisions for Fiscal Year 2023. Within that legislation ([found here](#)), several pandemic-related relief provisions were further extended, as noted below:

1. **Open Meeting Law.** Public bodies are authorized to continue to hold entirely remote meetings, or so-called “hybrid” meetings, upon the provision of “adequate, alternative means” of public access, until **March 31, 2025**. As a friendly reminder, if your meeting agendas refer to prior legislative enactments authorizing remote/hybrid meetings, you will want to update those references to Chapter 2 of the Acts of 2023.
2. **Quorum Reduction.** The Select Board, in consultation with and approval of the Town Moderator, can still reduce the quorum for Town Meetings to not less than 10% of the regularly required number. This requires at least a seven-day notification requirement before any Select Board vote. Also in effect until **March 31, 2025**.
3. **Remote Representative Town Meeting.** A representative town meeting can continue to be held remotely, until **March 31, 2025**.
4. **Outdoor Dining/Alcohol to Go** – Extended through **April 1, 2024**; note that the Alcoholic Beverages Control Commission (ABCC) has scheduled a meeting on this for April 7, 2023 (<https://www.mass.gov/news/notice-of-public-meeting-april-7-2022>) to discuss “Extension and Allowance of Outdoor Table Service / Patio Guidelines.”

As Chapter 2 contains an emergency preamble, these provisions are effective immediately.

Also, the Legislature permanently amended state law to allow for **Virtual Notarization**. We have not summarized those statutory changes here, as the extensions listed above are the most critical to municipal governance and operations.

If you have any questions about any of these areas, please do not hesitate to contact your KP Law attorney.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

THE LEADER IN PUBLIC SECTOR LAW

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TOWN OF WARE

Town Manager

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

Town Manager Report November 14, 2023

November 11, 9-11, Veterans Breakfast at Senior Center, Board invited
November 11 – Veterans Day Ceremony and Parade, 12:45 at American Legion
November 24 – Ware Flair, 5:30
November 27 – Town Meeting, High School, 6:30

The next DPW yard waste drop off is November 12, 9 to 2 at Robbins Road.

Attached is an updated report regarding the impact of beavers and dams in areas around town. The Conservation Commission is working with the removal company.

Holiday decorations will be installed by the Holiday Committee and volunteers on Sunday, November 19 beginning at 8 a.m. Under Ms. Croteau's leadership, the Town Hall exterior will also be decorated.

For a single issue ballot, the Town of Ware had a strong turnout for the election on November 7. The Town will look forward to working with Senator Durant.

In her new role as Director of the Office of Rural Affairs, Anne Gobi holds a weekly meeting to share information. These are typically on Thursday mornings.

Congratulations to firefighters Matthew Spellman and Joseph Tuminelli on their graduation from the firefighter academy on Friday.

The tree removal and trimming work around the Church Street water tank will move forward in the near future. Once complete, a security fence will be placed around the tank.

At their next meeting on November 16, the Planning Board will hold a site plan hearing on a proposed expansion of the Walmart at Gibbs Crossing. The full permitting packet from Tractor Supply has not been received by the Planning Department.

The Hospital Review committee will be meeting on Wednesday, November 15 to review the outcomes of the public forum and to receive an update of the timeline at Mary Lane. All services will vacate Mary Lane by December 11.

The Insurance Advisory Committee will meet in December to hear how the insurance program is working in the past two years, including data about claims and reserves. This will be the start of the process for reviewing the insurance cost increase for the next fiscal year.

The Springfield Republican visited the Town including the water and wastewater facilities for an article on the capital needs of the system and the Town's review of the acquisition of the infrastructure assets. This story is planned to run on Sunday, November 12.

New employees:

Jimmy Lee has been hired as a Water worker and will be working to obtain his operator's license.

Katlyn Lucis will start on November 27 as the assistant in the Planning Department.



Take Em Adventures Inc.

Take Em Adventures Inc.
9 Oakridge Circle
Ware, MA 01082
PH: 774.239.9363
Email: takeemadventures@gmail.com

Nuisance Beaver Conservation Report

For: Town of Ware
Location: Various Locations
Date: 08NOV2023
Re: Report on troubled areas

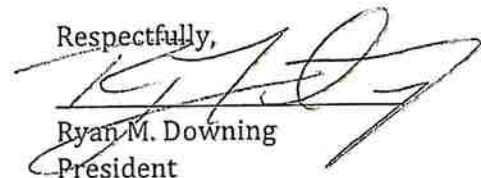
The areas below have been identified as areas that need attention and having the nuisance beavers addressed. They have been put in order of importance; this importance is determined by safety to persons and the community.

1. COY HILL: As of 07NOV23 we have not made it back up there. With hopes Wednesday 08NOV2023, just before the meeting we hope to get up there.
2. PLEASANT ST.: Began working this area on 02NOV, so far one (1) beaver has been removed and the lodge on and under the residence dock has been removed. The beaver activity was quiet for a few days but the activity picked up; a camera was installed and there is still one beaver, very shy still in the area. These beavers are the cause of the floating debris at the damn, and are responsible for chewing the trees that will potentially take out the power lines.
3. UPPER CHURCH ST.: This area will impact the roadway if let go. Began working this area on 04NOV, so far one (1) beaver has been removed. Someone has placed fence posts in the water which has made this area more difficult to work. By placing this fencing in this location, it has made it easier for beavers to block it up; it's equivalent to adding rebar to concrete. The property owner came over to speak with me. She advised that her and her husband did not place the poles in and they were not sure who did. She did advise that they have been suffering with serious beaver issues for many years.
4. AIRPORT-UPPER CHURCH ST.: This area is going to flood the Ware River into the drinking well water supply. There are many areas of beaver activity but needed to wait for the river level to drop. Traps will be installed in this area 08NOV2023. Landowner has given permission to access across their property

to trap on the town land; also we have been granted permission to trap on her land if needed.

5. CRESCENT ST.: This area the water is about to flood over the roadway. This is important to address where the town is about to redo the roadway. The dam also needs to be notched to lower the water level. Applying for a permit for both trapping and dam notching.
6. UPPER NORTH ST.: The dam is still open and does not appear to be being rebuilt. We will continue to monitor this area for any changes.

Respectfully,

A handwritten signature in black ink, appearing to read "Ryan M. Downing", written over a horizontal line.

Ryan M. Downing
President

To: Baystate Health Eastern Region Team Members

From: Ron Bryant, President, Baystate Health Regional Hospitals
Karli Barrett, MS, RN, NE-BC
Vice President & Chief Nursing Officer/Chief Administrative Officer
Baystate Wing Hospital

Date: October 25, 2023

Re: Baystate Health Eastern Region Transitions

As we have previously discussed with team members and community partners, all Baystate Mary Lane Services will move to Baystate Wing Hospital by the end of the year.

Effective Friday, November 3, all Radiology services at Baystate Mary Lane will close at end of the day. On November 15, all Women's Imaging (Mammography and Bone Density) will be operational at Baystate Wing Hospital in the newly renovated space located on the first floor, formerly the Baystate Wing ED. Fluoroscopy services will be temporarily suspended beginning November 2 for renovations needed at Baystate Wing, these services will resume at Baystate Wing in January 2024. Throughout this relocation process, all other radiology services will remain operational at Baystate Wing Hospital.

Additionally, tentative dates have been set for the medical practices to also move to Baystate Wing Hospital. On November 27, Baystate Women's Health OB/GYN located at Mary Lane will move to Baystate Wing in the former Cardiology space, located on the first floor. Baystate Medical Practice – Quabbin Pediatrics will move to the former Orthopedic clinic area on December 11.

Baystate Health remains committed to providing skilled and compassionate healthcare in all the communities we serve. As we reconfigure care delivery in the region to a more sustainable and contemporary model that continues to meet the needs of the many communities served by Baystate Wing Hospital, we deeply value the Mary Lane legacy and recognize the usefulness and sentiment the hospital has had on so many in this community.

Please join us in welcoming our colleagues as they relocate to our Palmer Campus.