Board of Selectmen
Ware Town Hall, Meeting Room, 126 Main Street
Regular Meeting Notice Agenda – Tuesday, June 18, 2019 at 7:00 p.m.

Meeting Opened
Opening Remarks, Announcements, and Agenda review by Chair

Consent Agenda
- Approval of Minutes of May 21, 2019 and June 5, 2019
- Special Event Permit: Melha Shriners Family Fun Day, Sunday, July 28, 2019
- Special Event Permit: Domestic Violence Awareness Walk, Saturday, October 19, 2019

Scheduled Appearances

Old Business

New Business
- Committee Resignations:
  - Nancy Dunn, Cultural Council
  - Tracy Opalinski, Community Development Authority
- Committee Reappointments:
  - Wanda Mysona, Historical Commission, Term to Expire June 30, 2022
  - Dennis Cote, Conservation Commission, Term to Expire June 30, 2022
  - Kristen Rosenbeck, Conservation Commission, Term to Expire June 30, 2022
- New Committee Appointment:
  - Claudia Kadra, Historical Commission, Term to Expire June 30, 2022
- Police Appointments: Special Police Officers, Honorary Police Officers, Police Matrons, Constables
- Amend Host Community Agreement for Primo Co., LLC
- Amend Senior Citizen/Veteran Tax Work Off Program Policy
- Reimbursement Policy
- Approval of PILOT Agreement, Dynamic Energy, Palmer Road
- Departmental Transfers
- Borrowing Approval Votes, Dump Truck Life
- Request to Set Hearing for Dangerous Dog: July 2, 2019, 7:05 p.m.

Comments and Concerns of Citizens

Town Manager Report

Adjournment

Executive Session: MGL Chapter 30A, Section 21(a) #2 Negotiations-Police, #3 Litigation-Tri County
Board of Selectmen
Ware Town Hall, Meeting Room, 126 Main Street
Regular Meeting Minutes – Tuesday, May 21, 2019 at 7:00 p.m.

Present: Selectman Keith J. Kruckas, Selectman Tracy R. Opalinski, Selectman Nancy J. Talbot, Selectman Alan G. Whitney, Town Manager Stuart Beckley, Clerk Mary L. Midura, Ware Community TV General Manager Stanley Ciukaj.
Absent: Selectman John E. Carroll

Meeting Opened by Vice-Chairman Whitney
Opening Remarks, Announcements, and Agenda review by Chair

Selectman Opalinski stated her concerns regarding Town Meeting items: She did not like that $15,000 was part of line item in the budget; it should have been an article, and the Board has an obligation to educate residents about such items. She stated there should be a financial policy. She also stated that the amount in the article for the Quaboag Connector was changed from $15,000 to $20,000 for Town Meeting without Board approval. Selectman Whitney stated that the regionalization study funds of $15,000 were in the operating budget of the Selectmen as the Board voted to do the study as the School Committee would not pay for this. Selectman Opalinksi also stated that a new employee salary was in the budget without Board discussion and at the School Committee meeting it was discussed to have an article about the regionalization study, not to place the funding in a budget line item. Mr. Beckley noted that the Quaboag Connector funds were increased at Selectman Carroll’s request during the review meeting with the Finance Committee. The employee salary listed is not for a new position, but the position previously was Mr. Niedzwicki’s position. Selectman Opalinski also stated that if the Animal Shelter is again placed on a Town Meeting warrant, she requests a presentation with information on exactly what is being done. Selectmen Whitney and Kruckas asked Mr. Beckley the progress of this situation; Mr. Beckley noted that he spoke with the owners of a new kennel in Town not yet in operation. Selectman Opalinski questioned how the Planning Board got a raise in Article 10; Mr. Beckley noted that amendments to articles must be considered. Selectman Opalinski questioned the progress of the deal at 73 West Main Street; Mr. Beckley noted the closing is scheduled for Thursday. Selectman Opalinski questioned the progress of the solar project at the former dump; Mr. Beckley noted that there is a SMART program and National Grid must sign off for the project to advance. Selectman Kruckas questioned why this has taken so long. Selectman Opalinski asked the status of the marijuana licenses; Mr. Beckley has no new information, but Curaleaf is moving forward. Selectman Talbot congratulated the Urban Foundation for the beautiful signs and stated these are a significant addition to the Town. Selectman Opalinks described Mr. Beckley’s work with Mr. Opalinski on this project. Selectman Opalinski also noted a fundraiser for Workshop 13 on June 21st with the band Trailer Trash.
Consent Agenda

- Approval of Minutes of May 2, 2019 and May 7, 2019
- Approval and Release of Executive Session Minutes of August 21, 2018
- Special Event Permit Application: Ware BCA, Hot Summer Nights, Friday, June 7, July 5, and August 2, 2019
- One-Day Liquor License: Workshop 13, Ware Community Jazz Band, Sunday, June 9, 2019
- Toll Road Application: Ware Lions Club, Fireworks Fundraiser, Saturday, June 15, 2019, Alternate Date Saturday, June 22, 2019
- Special Event Permit Application: Melha Shriners Rental to Workshop 13 featuring Trailer Trash Band, Friday, June 21, 2019
- Special Event Permit Application: Buy Ware Now, Sparkle 5K Run/Walk & Breakfast, Saturday, June 29, 2019
- Special Event Permit Application: Ware Lions Club, Annual Fireworks & Band Concert, Saturday, June 29, 2019, Rain Date Saturday, June 30, 2019
- One-Day Liquor License: Workshop 13, Band Jam Concert, Friday, July 12, 2019
- Special Event Permit Application: Trinity Episcopal Church, 2nd Annual Pumpkins and Ponies, Saturday, October 5, 2019

Selectman Talbot made the motion to approve the Consent Agenda; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

Scheduled Appearances - none

Old Business

- Approval of Contract – Fire
Selectman Opalinski questioned if Town policies are aligned with contract language; Mr. Beckley answered yes. Mr. Beckley noted that Selectmen would be notified to come in to sign. Selectman Opalinski made the motion to Approve the Fire contract; Selectman Kruckkas seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).
Selectman Kruckkas made the motion to Pass the Increased Ambulance Charge of $17,000 to the Town of Hardwick; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

- Approval of Contract – DPW
Selectman Kruckkas made the motion to Approve the DPW contract; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

New Business

- Application for Change of Officers/Directors, Westborough Beverage Corp. d/b/a/ Walmart #2386, 352 Palmer Road, Liquor License #00018-PK-1326
Clerk Mary Midura noted that all required A.B.C.C. documents were in order. Selectman Talbot made the motion to Approve the Application for Change of Officers/Directors, Westborough Beverage Corp. d/b/a/ Walmart #2386, 352 Palmer Road, Liquor License #00018-PK-1326; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

Selectman Opalinski thanked Walmart for their continued support of the Town; Walmart representative Ed Edgecombe stated Walmart’s commitment to the community.
• Committee Resignations Effective June 30, 2019:
  o Dan O’Connor, Finance Committee
  o Scott Mosso, Finance Committee
  o Mary Midura, Historical Commission
  o Aileen O’Regan, Cultural Council

The Board of Selectmen accepted the resignations, with regrets. Selectman Kruckas added thank you to the resignees for their many years of service to the town.

• Committee Reappointments:
  o Dan O’Connor, Capital Planning Committee, Term to Expire June 30, 2022
  o Carol Brundige, Council on Aging, Term to Expire June 30, 2022
  o Julie Cappe, Council on Aging, Term to Expire June 30, 2022
  o Nancy Dunn, Cultural Council, Term to Expire June 30, 2022
  o Lorrie Willette, Historical Commission, Term to Expire June 30, 2022
  o George Staiti, Zoning Board of Appeals, Alternate, Term to Expire June 30, 2022

Mrs. Talbot noted that the reappointment term for Cultural Council must be confirmed by the state. This reappointment will be tabled to the next meeting.

Nancy Talbot made the motion to approve the reappointments, excepting the tabled reappointment to Cultural Council; Selectman Opalinski seconded the motion. The motion passed on a vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

Comments and Concerns of Citizens
Cathy Cascio stated she did not realize the dog kennel did not pass at Town Meeting until she read it in the Ware River News. She asked what the Town will now do. Mr. Beckley noted that the other 3 towns passed funding for the kennel and they hope that Ware will reconsider. He noted a new kennel due to open in Ware, but a town cannot give money to a private entity. A two-thirds’ vote was needed for the borrowing for this article. Ms. Cascio asked about those individuals who continue to ride bikes at Veterans’ Park; Mr. Beckley noted several individuals came in to the office today to ask where they could bike. Selectman Kruckas noted that the bylaw cannot be enforced until it is legal. Ms. Cascio asked if police could fine those who continue to bike at the park; Mr. Beckley noted that there is a first warning, then $25 fine subsequently. Selectman Opalinski asked if the Board can request more patrol. Emma Monahan questioned the bylaw; Mr. Beckley noted certain streets, parks, and an added item to the bylaw included any use of rolling wheels. Andrew Choquette noted that the previous skate park was destroyed by non-skaters.

Town Manager Report
Upcoming dates:
Monday, May 27, 12:45 – Memorial Day Parade, Bridge Dedication and Ceremony

Town Meeting follow-up. The Town has moved forward with ordering the vehicles approved by Town meeting. The three pickups and police cruiser will be purchased using a State contract with Marcotte Ford. The pickups will arrive in early Autumn. The excavator will also be ordered using a group procurement.

Mr. Beckley congratulated the DPW for finding a used excavator and saving $40,000 in the cost to the Town.

The contract for the Dog Park construction will be approved by the Stanton Foundation and the project will move forward. The DPW has requested the design for the pipe improvements at Barnes Wellfield.
The Finance Committee approved funds ($450) to repair the roof drainage at the Senior Center. This will help to stop erosion around the base wall. The exploration of the subsoils will move forward with Tighe and Bond engineering. Selectman Opalinski questioned how this erosion will be addressed and asked if this is related to substandard concrete as in recent news; Mr. Beckley noted that the study will give recommendations. Resident Andrew Choquette stated that the concrete type is from one company in Connecticut and is unlikely to impact Ware.

Water Flushing has moved to Zone 5 on the side streets off South Street.

The Town has met with two private contractors who provide Treasurer/Collector services. As the Town searches for a permanent employee, the use of the services will be helpful to maintain service and to suggest any changes in department practice.

Gibby Sorel’s employment has been extended to May 31. The Town has been extremely fortunate to have had his knowledge and expertise available. He has been a very stabilizing force for the department. His work is greatly appreciated. The Town is re-starting its search and may consider interim work. Selectman Whitney noted a letter of commendation should be sent to Mr. St. George-Sorel. Selectman Kruckas asked if Mr. St. George-Sorel could be hired on a part-time or consultant basis.

Bulky Waste – The Town is working with Gold Circuit recycling in Palmer to set two dates: one for furniture/mattresses and the other for electronics/Styrofoam. These dates will be late June and early July and will be held at Robbins Road. A reminder that the brush drop off dates throughout the summer and fall are posted on the website.

The Tree Warden will be planting 200-300 trees at the Old Pennybrook field off Babcock Tavern Road on Saturday. All help is welcome.

Upcoming Time out of the office – June 20-24, July 5 (Mr. Beckley)
The Tax Collector’s office will be closed Friday, May 24 due to vacation scheduling.

Edie Kirk spoke about the Pumpkins and Ponies event listed on the Consent Agenda above. She hoped that by advertising early, other events would not be scheduled to conflict with this fun event.

Selectman Kruckas made the motion to Adjourn Regular Session at 7:34 p.m. to go into Executive Session: MGL Chapter 30A, Section 21 (a) #3 Collective Bargaining – Police, NOT TO RECONVENE IN OPEN SESSION. Selectman Opalinski seconded the motion. The motion passed on a roll call vote of 4 Yes, 0 No, 1 Absent (Selectman Carroll).

<table>
<thead>
<tr>
<th>Selectman John E. Carroll</th>
<th>Absent</th>
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<tr>
<td>Selectman Keith J. Kruckas</td>
<td>Yes✓</td>
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<td>Selectman Tracy R. Opalinski</td>
<td>Yes✓</td>
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<td>Selectman Nancy J. Talbot</td>
<td>Yes✓</td>
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<tr>
<td>Selectman Alan G. Whitney</td>
<td>Yes✓</td>
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Attest: ____________________________  
Mary L. Midura, Executive Assistant  

Page 4 of 4  
BOS Minutes of May 21, 2019  
Approved by BOS ____________
Board of Selectmen Joint Meeting with Beaver Lake Association  
Ware Senior Center, 1 Robbins Road  
Regular Meeting Minutes – Wednesday, June 5, 2019 at 7:00 p.m.

Present: Selectman John E. Carroll, Selectman Keith J. Kruckas, Selectman Tracy R. Opalinski, Selectman Nancy J. Talbot, Selectman Alan G. Whitney, Town Manager Stuart Beckley, Clerk Mary L. Midura, Ware River News Editor Eileen Kennedy.

Meeting Opened by Chairman Carroll. A moment of silence was held for Joseph Ciejka.

Discussion with Beaver Lake Association

- Introductions
Residents of Beaver Lake and Selectmen introduced themselves. Ken Willette noted that the Beaver Lake Association and Beaver Lake Trust thanked the Board of Selectmen for this meeting. He explained that the Beaver Lake Trust owns the lake and pays the taxes. The Beaver Lake Club Corporation, like a Homeowners’ Association, pays membership and maintains the spillway and dam.
  
  - Beaver Lake Dam Repair overview and schedule
  - Infrastructure projects
  - Other issues

Dick Bonnayer explained that the project is on target to start after Labor Day. There will be a meeting with the contractor in the next weeks to further discuss details. The contractor assures that the bridge will be open to emergency vehicles and buses. The Beaver Lake Association was notified in 2013 by the Office of Dam Safety that the dam was deemed deficient. A company from Auburn was hired to review what should be done. GEI were engineers from Worcester were brought on board. The project should only take 90 days to complete. The contractor is working with the Trust to coordinate payment, with additional funds from the club to support. The community is in favor of this project.

Selectman Opalinski questioned the inspections and whether the State built the bridge. Mr. Bonnayer answered that the bridge is over 100 years old and the State inspection deemed the dam “deficient”. The work is mostly cosmetic. The State has done at least six inspections, and the Association has also inspected every six months. Selectman Whitney asked about the lake level. Selectman Opalinski asked about the plans for ambulance and buses.

Mr. Bonnayer noted that a pre-construction meeting will be held in August; the Association has already met with Police and DPW. Departments will be notified of the schedules for morning and afternoon, and the bridge will only be completely closed when pouring concrete.
Selectman Opalinski stated that the Association should also contact Acting Fire Chief Wloch. Mr. Willette noted that the Fire and Police have done watercraft and fire training in the area. He noted the Trust has worked hard to ensure this work is done professionally and considered safety.

Selectman Kruckas noted the concerns of truck traffic on the bridge. Mr. Beckley noted there has been a request for a rating for the bridge. Mr. Beckley gave out Mass DOT handouts. Mr. Bill Lak noted the lake road erosion and asked if the Town had any plans to repair while the lake is lowered. Selectman Carroll noted that Conservation Commission and DPW should be advised of this issue. Mr. Lak also noted vehicles speeding at 50 mph on this very small road. Mr. Willette noted the police were very helpful last year regarding speeding vehicles.

Mr. Willette noted the Board of Health today gave the waiver to submit monthly reports, not weekly. It was noted that many members of the Beaver Lake Association and residents of Beaver Lake are on several boards and committees to further be involved in Town issues. Selectman Opalinski thanked all residents for their involvement in the WBCA and Workshop 13.

Other Business - none

Selectman Opalinski made the motion to Adjourn the Regular Session at 7:40 p.m.; Selectman Whitney seconded the motion. The motion passed on a vote of 5 Yes, 0 No.

Mary L. Midura, Executive Assistant
TOWN OF WARE

SPECIAL EVENT PERMIT APPLICATION
(To be posted or made available at event)

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

APPLICATION PACKET MUST BE RECEIVED NO LATER THAN 30 DAYS PRIOR TO THE EVENT.

Event Name: STANLESS FAMILY FUN / MY Event Producer: MECHA SKECHERS

Primary Contact Information:

Primary Contact Name: GARY SKECHERS Fax:

Non-Profit Organization / Event: Yes X No __________

Day Phone: ___________________________ Cell Phone: 413-530-7786

E-mail: ___________________________ Website: ___________________________

Event Information:

Event Address / Location: 126 W. MAIN ST SUNDAY

Starting Date: 7/28/19 Time: 1:00 PM Ending Date: 7/28/19 Time: 6:00 PM

Total attendance expected: 200-300 Rain plan: ___________________________

List any streets to be closed for special event: ___________________________

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

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EVENT WILL BE A FAMILY BARBECUE OPEN TO PUBLIC

STANLESS CLOWNS

FACE PAINTING

BAGUETTE HOUSE

DJ

CHEWED BACON

DISPLAY OF STANLESS MADE (POPPED) NOODLES
---
RELEASE/HOLD HARMLESS AGREEMENT (REQUIRED FOR USE OF TOWN PROPERTY ONLY):

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

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

Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this __________ day of __________, 20________, on behalf of ____________________________, by ____________________________

X______________________________________________

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-offs. Once all sign-offs have been received, this application packet will be placed on an upcoming agenda for final approval by the Board of Selectmen. **

Review & Submission for Sign-Offs Provided By Departments
Please note – Departments may provide additional comments below their sign-off

Parks & Recreation ____________________________ Date: ____________________________

Health Department ____________________________ Date: ____________________________

Department of Public Works ____________________________ Date: ____________________________

Building Inspections ____________________________ Date: ____________________________

Fire Department ____________________________ Date: ____________________________

Police Department ____________________________ Date: ____________________________

# of Officers (if applicable) ____________________________
SPECIAL EVENT PERMIT APPLICATION
(To be posted or made available at event)

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

APPLICATION PACKET MUST BE RECEIVED NO LATER THAN 30 DAYS PRIOR TO THE EVENT.

Event Name: Awareness Walk Event Producer: Domestic Violence Task Force

Primary Contact Information:

Primary Contact Name: Jennie Simmons Fax: ____________________________

Non-Profit Organization / Event: Yes     No

Day Phone: ____________________________ Cell Phone: ____________________________

E-mail: ____________________________ Website: ____________________________

Event Information:

Event Address / Location: Veterans Park, Ware (Town Hall if rain)

Starting Date: 10/19/19 Time: noon M Ending Date: 10/19/19 Time: 2:30 PM

Total attendance expected: __________ Rain plan: ____________________________

List any streets to be closed for special event: ____________________________

* Setup at noon - event advertised for 1 PM

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

People will gather around noon to begin setting up. We will listen to speakers beginning at 1 PM, after which the walk will occur. We will cross Main St., down West St., left on Pulaski St., left on South St., cross Main St. up Church St., left on Pleasant St., left on North St., right into Veterans Park! There will be concluding remarks and clean-up.
RELEASE/HOLD HARMLESS AGREEMENT (REQUIRED FOR USE OF TOWN PROPERTY ONLY):

I, _____, a representative from the Ware Domestic Violence Task Force, hereby acknowledge that in the course of its use of property owned by the Town of Ware, namely Veterans Park, located at Main Street, Ware, Massachusetts, for the purpose described above, and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as WDVTF), 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 Veterans Park, WDVTF does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the Town, its agents, servants and employees (hereinafter collectively referred to as the “Town”), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of WDVTF's use of Veterans Park.

WDVT 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 Veterans Park. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the Town of Ware.

Signed this 24th day of May, 2019, on behalf of WDVTF by

[Signature]

X [Signature]

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-offs. Once all sign-offs have been received, this application packet will be placed on an upcoming agenda for final approval by the Board of Selectmen. ***

Review & Submission for Sign-Offs Provided By Departments

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

- Parks & Recreation Date: 5/28/19

- Health Department Date: 

- Department of Public Works Date: 

- Building Inspections Date: 

- Fire Department Date: 

- Police Department Date: 05-30-2019

# of Officers (if applicable)

All officers are welcome!
Dear Nancy,

I understand that there is some confusion about the membership status of Nancy Dunn. Nancy will complete six years of service on June 3, 2019 as a member of the Ware Cultural Council. Nancy’s term of services was from 6/4/2013 - 6/3/2019. She is not renewing her membership at this time. Should she elect to return, she will contact the council directly.

I will be sending her a letter thanking her for her service. I know you or Mary will be sending your own letter on behalf of the town.

If you have any questions, please contact me.

Thank you.

Aileen O'Regan
Co-Chair Ware Cultural Council
June 5, 2019

Town of Ware
Board of Selectmen & Town Manager

Dear Board of Selectmen and Town Manager,

It is with regret that I hereby submit my resignation from TOW CDA. Being appointed a CDA member allowed me my first opportunity to be educated on the municipality’s inner workings which charted my course to Selectman.

During my tenure with my fellow CDA members we have been able to develop and undertake very unique 1st time solutions that have and will continue to aid Ware’s human and economic development. During my CDA term our members:

-developed 1st funding of Code Enforcement and legal assistance to increase LMI people’s public health and safety through blight prevention of multifamily housing and consistent accountability of property owners
-developed 1st funding for the cleanup of a demolished property (Vigeant St.) leading to a healthier environment in the LMI designated area
-addressed need for TOW PD Training on DMV best practices by CDGB funding
-requested greater detail from nonprofits requesting funds for social service programs and requested data demonstrating “effective impact” of said programing to ensure best use of TOW CDGB funds which resulted in greater collaboration of 3 service providers
-created 1st housing rehab funding designation for Ware “owner only” occupied multifamily properties
-strengthened relationship with Westboro/Southbridge YMCA resulting increasing TOW engagement and programming
-created four 1st time home buyers grants to entice new families to Ware
-substantially increased CDGB funding map area to provide housing rehab funds to the greatest number possible of LMI Ware residents including LMI housing rehab above Main Street commercial properties to help revitalize downtown Ware
-steadfastly exerted CDA’s Administrator, PVPC, out of their comfort zone to benefit TOW
-explored Rt. 32 ADA surface and infrastructure improvements due to poor sidewalk access for LMI people in need of accessing fundamental needs goods and services as well as exploring feasibility of Main Street property improvement grants
-continued infrastructure, road improvements and septic failure funding

Thank you for the honor of serving the TOW taxpayers and the municipality.

Sincerely,

[Signature]

Tracy R. Opalinski
May 30, 2019

TO: Ware Board of Selectmen
FROM: Wanda Mysora
RE: Re-appointment to Ware Historical Commission

I am requesting to be re-appointed to the Ware Historical Commission for the next term of 3 years beginning in June of 2019. I have been a resident of Ware my entire life and am currently retired so I have the time to devote. I have also been a present member of the Commission for the past 12 years.

Thank you for your consideration.

Wanda Mysora

15 Williams St
Ware, MA 01082
Town of Ware Board of Selectman  
Town Hall  
126 Main Street  
Ware, MA 01082

May 25, 2019

I submit this letter of intent to the Ware Board of Selectman to be considered for a position on the Ware Historical Commission.

My grandparents transplanted from Enfield to Ware in 1935 to make way for the Quabbin Reservoir. My family has resided and worked in Ware ever since. I am employed by Baystate Mary Lane, I have a Bachelor of Science Degree, and work in Compliance and Regulations. In my free time, I am the second generation owner and trustee of Shea’s Tree Farm.

I am interested in assisting with the protecting the historic, architectural and archaeological assets within the town and feel my diverse background and knowledge would be a benefit to the Historical Commission.

Thank you for your consideration in this matter.

Claudia Kadra
84 Osborne Road  
Ware MA 01082
310 Beaver Lake Road
Ware, MA 01082

To the Board of Selectmen,

I am writing to endorse the renewal applications of Historical Commission members Wanda Mysona and Lorrie Willette, as well as endorsing the application of Claudia Kadra for the recent opening on the Ware Historical Commission. As you know, it’s rare to find inspiring people who are willing to be involved in our town boards, and Claudia has stepped up to help the town sort out the recent activity on Greenwich Plains Road. Claudia has proven to be an energetic researcher, especially when it comes to historical issues. She is a fresh voice in a time when many of the town boards are looking for new members.

Claudia has lived in Ware all her life, and brings to the Ware Historical Commission a fund of personal history, plus the passion which comes when you first realize your voice can make a difference. I can tell you from personal experience that she can make her point clear in a most pleasing manner, even when the stakes are high. I believe we are lucky to find her available to serve on our Board and would be remiss to disregard her application. Thank you.

Sincerely,

Lynn Caulfield Lak, chair
Ware Historical Commission
TO:        Ware Board of Selectmen
FROM:    Chief Shawn C. Crevier
DATE:    May 28, 2019
RE:        RE- Appointments

I am requesting that the Board of Selectmen make the following appointments for the Ware Police Department for Fiscal Year 2020.

**Special Police Officers**
Daniel Witt
Dan Polak
Scott Underwood
Brian Provencher
Ronald Riethle
Frank Jolin
Barry Peddle
Owen Sablack
Vinny Cecchini

**Honorary Police Officers**
Stanley G. Mettig
Dennis Healey
Gary Hoskins
John Pajak

**Police Matrons**
Donna Warburton
Maryanne Regin

**Constables**
Tod Bertini
Christopher R. Talbot
Francis W. Cote
TOWN OF WARE
POLICE DEPARTMENT
22 NORTH STREET, WARE, MASSACHUSETTS 01082 – 1004
TEL: (413) 967-3571   FAX: (413) 967-9605

SHAWN CREVIER
CHIEF OF POLICE

Thank You,

Chief Shawn C. Crevier
HOST COMMUNITY AGREEMENT
Dated November 20, 2018, Amended June 18, 2019

The parties to this agreement are:

The Town of Ware, Massachusetts, by and through its Board of Selectmen, having a principal office at Town Hall, 126 Main St, Ware, Massachusetts 01082 (hereinafter “Municipality”); and

Primo Co, LLC, a Massachusetts limited liability company having a principal office at 44 E Main St, 50 E Main Street, Ware, MA 01082 (hereinafter “manufacturer”).

Whereas, Manufacturer proposes to operate a registered cannabis manufacturing facility at 44 E Main St, 50 E Main Street, Ware, MA 01082, in accordance with General Laws, Chapter 94G, 935 CMR 500, and Section 4.8.8 of the Ware zoning bylaws, and section 15-4 of the Ware general bylaws; and

Whereas, the town supports the manufacturer’s intention to so operate; and

Whereas, the Municipality expects to experience adverse impact arising from the manufacturer’s operations including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; the need for additional municipal infrastructure, employees and equipment; increased traffic and costs related to mitigating other impacts to the town and its residents; and

Whereas, the parties wish hereby to set forth the conditions for locating and operating the establishment in Ware, including stipulations of responsibility between the Municipality and the manufacturer pursuant to Section 3 of Chapter 94g of the General Laws;

Now, therefore, in consideration of mutual covenants, the parties stipulate and agree as follows:

1. In mitigation of the aforesaid adverse impact to the Municipality from the manufacturer’s operations, manufacturer shall pay to Municipality, quarterly over five (5) years, a sum equivalent to three percent (3%) of Manufacturer’s gross sales from marijuana and marijuana products during the previous quarter, on or before the 15th day following the close of each quarter. The first payment shall be due thirty days from the end of the calendar quarter in which sales commence, and quarterly thereafter.

2. Stipulation of responsibilities:

1.) The Manufacturer shall:

(i) Within sixty (60) days from the close of its fiscal year, submit a report to the Municipality certifying the gross revenue for the preceding fiscal year, to be
prepared by a Certified Public Accountant and in accordance with generally accepted account principles.

(ii) Maintain its premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of this community.

(iii) Maintain its marijuana establishment license in good standing with the Cannabis Control Commission and comply with all applicable CCC regulations;

(iv) Cooperate with all municipal departments, boards, committees, and commissions to ensure that the Manufacturer’s operations are compliant with all the local bylaws, rules, regulations, and policies;

(v) Comply with any and all conditions lawfully imposed by local authorities;

(vi) Make reasonable efforts to hire local vendors and workers, and otherwise to engage the establishment in the local economic mainstream;

3. The Municipality shall:
   (i) Provide an appropriate forum whereby the views of citizens about the Manufacturer’s operations can be aired and the Manufacturer have the opportunity to address complaints or suggestions that arise concerning Manufacturer’s operations.

(ii) Accommodate the installation and use of state of the art security and fire protection/alert systems connected to the police and/or fire department;

(iii) Recognize Manufacturer as having all the rights, duties, and responsibilities of, and deserving of equal treatment with, other business establishments in town;

(iv) If reasonably requested by Manufacturer, provide a letter in the nature of an estoppel certificate, stating that the municipality is aware of no outstanding violations of local law or insufficiently addressed complaints;

(v) If contacted by the Cannabis Control Commission, promptly provide any information requested concerning Manufacturer, including confirmation that its site is in a proper zoning district, notwithstanding that a special permit may be required;

(vi) Upon the request of the Manufacturer in connection with the renewal of its license, provide the Manufacturer with an accounting of the financial benefit accruing to the City of Ware under this agreement, as required by 935 CMR
500.103(4)(d), and such other cost-benefit information as the Manufacturer may reasonably request.

4. The Municipality may use all payments made hereunder for any purpose in its sole discretion.

5. This agreement is non-assignable. In the event that the Manufacturer ceases doing business as a marijuana establishment in Ware, its successor, if any, shall be required to negotiate and sign a new Host Community Agreement with the Municipality.

6. So long as this agreement is in effect, the real and personal property owned by the Manufacturer shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and state automobile tax laws and regulations and shall not be exempt therefrom.

7. Other:

(a) Notices. Any and all notices, or other communications required or permitted under this agreement shall be in writing and delivered postage prepaid mail, return receipt requested, by and; by overnight delivery service; or by other reputable delivery services, to the parties at the addresses set forth on the first page of this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.

(b) Severability. If any term or condition of this agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions of this agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

(c) Choice of Law. This agreement shall be governed by, constructed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

(d) Accounting. This Manufacturer shall maintain its books, financial records, and other compilation of data pertaining to the requirements of this agreement in accordance with generally accepted accounting principles and all applicable guidelines of the Cannabis Control Commission. All records shall be kept for a period of at least seven (7) years.

(e) Integration. This agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements,
negotiation and representations, either written or oral and it shall not be modified or amended by a written document executed by the parties hereto.

Signed this day and year respectively written below.

Municipality
Town of Ware, Massachusetts

By: __________________________
Stuart Beckley, Town Manager

June 18, 2019

By: __________________________
Alan G. Whitney, Vice Chairman, Board of Selectmen

June 18, 2019

Manufacturer
Primo Co, LLC

By: __________________________
Andrew Stoddard, Manager

June 18, 2019
Memo

To: Board of Selectmen  
From: Mary L. Midura  
Date: June 18, 2019  
Re: Senior Citizen/Veteran Tax Work Off Program

Attached is the policy for the Senior Citizen/Veteran Tax Work Off Program. I would like to ask the Board of Selectmen to amend the application/policy as indicated in red on page 5.

I consulted with the Town Accountant, Town Manager and Board of Assessors to develop these proposed changes. The Board of Assessors reviewed my proposed changes on June 4, 2019, and had no questions or concerns.

By changing the dates of service, the policy is clarified for when the abatement will actually be earned and applied, and for tax reporting purposes. I would begin accepting new participants on July 1, 2019. Participants would work from November 1 through October 31.

Sincerely,

Mary L. Midura
Town of Ware  
Senior Citizen/Veteran Tax Work Off Program  

Section 1. Description  

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

This program allows Senior Citizens to volunteer for the Town of Ware in exchange for a tax reduction up to $1,500. Veterans may volunteer for the Town of Ware in exchange for a tax reduction up to $1,000.

Section 2. Program Regulations  

A. Hourly Rate – the hourly rate of the credit will be the minimum wage rate in the Commonwealth of Massachusetts as may be amended from time to time.

B. Eligibility Date – July 1 of the fiscal year preceding the year for which the abatement is sought.

C. Application dates – Applications may be submitted to the Town Manager’s office on or after July 1, and will be processed on a first-come, first-served basis. Applications must be received no later than November 30.

D. New participants (including returning participants) may work from November 1 – October 31 for credit to be applied to the next fiscal year tax bill. (For example: A participant works from November 1, 2019 – October 31, 2020, and the credit will be given on the FY 2021 tax bill.)

E. Income Limitations – Resident households with a family income equal to or less than 80 percent of the Town’s median income for a one person household if single, and a two person household if married, as determined periodically by the Department of Housing and Urban Development (HUD) are eligible for the program. The most recent income limitations are $45,200 (1 person household) and $51,550 (2 person household).
F. Limitations on Type of Work that participants may do – participants shall not be involved in the following areas:
   a. Any police or fire related activities other than office related work
   b. Operation of heavy equipment
   c. Work that involves confidential information, unless the participant signs a Confidentiality Agreement
   d. Work that specifies licenses that the participant does not have

G. Program Limitations:
   a. Senior Citizens – the program shall be limited to a maximum cost of $15,000 (10 participants) to the Town per year which shall be charged against the overlay account. Participants must be over 60 years of age.
   b. Veterans – the program shall be limited to a maximum cost of $10,000 (10 participants) to the Town per year which shall be charged against the overlay account.

H. A committee consisting of the Town Manager, Council on Aging Director, Veterans Services Director and Assessor must approve all applicants and assignments to the Program.

I. The applicant’s primary residence must be in the Town of Ware. Abatements under the Program shall be credited to the primary residence of approved participants.

J. Abatements under this Program are limited to one per household.

Section 3. Miscellaneous Provisions

A. Accounting for abatements – Reductions must be applied to the actual tax bills for the fiscal year. The full tax should be committed and billed, with the reduction shown on the bill as an abatement or credit against the amount due. All reductions are processed as abatements and charged against the overlay account.
B. Certification of Service – The department supervising the participant’s service must certify to the Board of Assessors the amount of services performed by the participant as of the time the actual tax for the fiscal year is committed. Services performed after that date would be credited in full toward the next fiscal year’s actual tax bill and will count toward the maximum stated in Section 2F above.

C. Status of Participants – Taxpayers performing services in return for property tax reductions are employees for the purposes of municipal tort liability. The Town is therefore liable for damages for injuries to third parties and for indemnification of the volunteers to the same extent as they are in the case of injuries caused by regular municipal employees.

D. Eligible Departments – Departments of the Town are eligible, but not obligated, to accept participants from the Senior Citizen/Veteran Tax Work Off Program, as needed.
Town of Ware
Expense Reimbursement
Policy and Procedures

Purpose

To establish a policy that sets out procedures for a uniform method for approval, payment and accounting of reimbursements to employees for legitimate business-related expenses.

Scope

This policy covers all employees, elected officials, and appointed officials, of the Town of Ware. The term employee will be used throughout the policy for all covered under the policy. In situations where reimbursement amounts are dictated by a Union contract, the contract amounts shall be followed.

Procedures

Town employees are encouraged to have expenses (e.g. office supplies) directly billed to the Town. The Town has accounts set up with multiple vendors in order to minimize out of pocket expenses incurred by employees. Town employees are also encouraged to identify and have the Town prepay all conference and/or seminar registration fees.

Employees are expected to secure approval from their department manager prior to incurring business-related reimbursable expenses.

Procedures for requesting and receiving reimbursement are as follows:

1. The employee completes the employee expense reimbursement form in full. Destination, Reason and Dates Attended sections must be completed even if mileage reimbursement is not requested.

2. The employee attaches all original itemized receipts, invoices or bills to the employee expense reimbursement form.

   The invoice or receipt must state a minimum of the following:
   - The provider of the service or goods
   - Dates of service and/or invoice date
   - Itemized list of what was purchased
   - Itemized amount of what is owed

   For items #2, 3, 4, and 5 on the covered Expense List: When an employee pays by personal check, a copy of the canceled check must also be attached to the reimbursement form. When the employee uses his/her credit card or debit card, the customer copy of the receipt and a copy of the credit/debit card statement showing the charge must also accompany the employee expense reimbursement form.

3. Employee signs and dates the employee expense reimbursement form and submits it to department manager or assigned representative for approval.

   Preference is that expenses are submitted no later than one month after the expenses have been incurred.

4. The department manager reviews the employee expense reimbursement form and the attachments to ensure that the expenses are business-related, and fall within the policies set forth by the Town prior to signing the form. If questionable expenses are included on
Town of Ware
Expense Reimbursement Policy and Procedures

the form, the department manager should ask the employee for clarification, gaining
mutual agreement whether or not the expense falls within Town definition of reasonable,
reimbursable expenses.

5. The department manager submits the employee expense reimbursement form to the town
accountant with the Bills Payable Schedule so that the employee can receive
reimbursement of the business-related expenses in a timely manner.

Covered Expenses
The following expenses are considered reasonable employee reimbursable expenses:

1. Business Mileage
   Mileage incurred with a personal vehicle as part of business travel from town offices to
   an outside destination. Travel must be listed from the town offices, not from the person’s
   home. If the person is traveling from their home to an outside business location, only the
   mileage incurred in excess of their normal commute to the town office may be
   reimbursable. Reimbursement will be made for the actual business travel at the current
   mileage rate approved by the Board of Selectmen. Employees must log their origination
   point and destination point on the reimbursement form.

2. Travel expenses
   Employees will be reimbursed for both in-state and out-of-state travel related expenses
   only when the travel has been approved in advance by the department manager.

3. Business travel requiring overnight accommodations
   Expenses incurred for hotel/motel/etc. accommodations whenever overnight travel is
   required will be reimbursed for actual expenses incurred. Employees are expected to stay
   at “average rate” facilities utilizing a conference rate or a group rate when available.
   Employees will not be reimbursed for expenses incurred in their room including but not
   limited to “wet-bar” expenses and entertainment expenses such as movies. An itemized
   hotel/motel receipt is required as documentation for all overnight accommodation
   reimbursement requests.

4. Air Transportation
   Employees are expected to secure the lowest available fares for airplane, train, or other
   vehicle transportation. Airplane travel should be at economy, coach, or other lower travel
   rates. The employee will be reimbursed for actual out-of-pocket expense and receipts
   must be attached to the expense reimbursement form. Airport parking and/or shuttle fees
   are reimbursable as long as receipts are submitted.

5. Rental Cars
   Employees are expected to use the most reasonable transportation services available to
   them. Rental cars should be limited to mid-class or smaller vehicles, unless the number of
   persons attending requires a larger vehicle. Receipts must be attached to the employee
   reimbursement form.

6. Business Meals, luncheons
   Meal reimbursement will be limited to no more than the following, including taxes and
   gratuities if the meal is not included as part of conference registration. Expenses incurred
   in excess of these limits will be at the employee’s expense.

<table>
<thead>
<tr>
<th>One Day Conference</th>
<th>Overnight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch $12.00</td>
<td>Breakfast $11.00</td>
</tr>
<tr>
<td></td>
<td>Lunch $12.00</td>
</tr>
<tr>
<td></td>
<td>Dinner $23.00</td>
</tr>
</tbody>
</table>

   Original itemized receipts must be attached to the employee reimbursement form. Non-
   itemized charge slips will not be accepted.
Town of Ware
Expense Reimbursement Policy and Procedures

7. Business and Office Supplies
   The employee must have department manager approval to incur expenses of this nature, BEFORE any expenses are incurred. Product must be received by the Town before reimbursement will be made. Itemized receipts must be attached to the employee expense reimbursement form for all purchases of this nature. The Town has accounts at a variety of businesses and office supply vendors and encourages staff to use these vendors first, if possible.

8. Training
   Approved training that is not prepaid by the Town will be considered a reimbursable business expense. Receipts must be attached to the employee expense reimbursement form.

9. Postage
   Special postal services or delivery services not available through use of a Town postage machine or which require immediate off site service that is business-related will be reimbursed to the employee. Receipts must be attached to the employee expense reimbursement form.

10. Clothing Allowance
   Employees entitled to a clothing allowance through a collective bargaining contract or other employment agreement may be reimbursed for clothing purchases. Itemized receipts must be attached to the employee expense reimbursement form and purchases must meet the guidelines as specified in the employment contract. Clothing or uniforms provided by the employer are not taxable to the employee if:
   • The employee must wear them as a condition of employment; and
   • The clothes are not suitable for every day wear.

Examples of clothing items that are taxable fringe benefits:
   a. Shirts or t-shirts with the departmental name, Town of Ware and/or employee name printed on the shirt or t-shirt
   b. Jeans
   c. Khaki slacks
   d. Suits
   e. Sunglasses
   f. Standard work shoes/boots
   g. Fatigues

Examples of clothing items that are not considered taxable fringe benefits:
   a. Police Officer uniforms
   b. Firefighter uniforms
   c. Nurse scrubs
   d. Safety shoes/boots

11. Business-Related Expenses for Other Miscellaneous Items
   From time to time other business-related expenses may be incurred that are not listed in this policy, such as parking, road tolls or fees, use of rental equipment, or use of a taxi service. The employee must secure prior approval from his/her department manager before incurring such an expense. The employee will be reimbursed for actual business-related expenses. Receipts must be attached to the employee expense reimbursement form.
Town of Ware
Expense Reimbursement Policy and Procedures

Non Reimbursable Expenses
The following expenditures incurred by an employee in the course and scope of their duties shall not be reimbursed:

a. Massachusetts sales tax
b. Alcoholic beverages including liquor, beer and wine
c. Flowers and gifts for employees or others
d. Charitable contributions
e. Political contributions
f. The personal portion of any trip
g. Family expenses, including those of a partner when accompanying employee on Town business, child or pet care
h. Entertainment expenses, including theatre, shows, movies, sporting events, sightseeing tours, golf, spa treatments, etc.
i. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations
j. Personal losses incurred while on Town business
k. Expenses paid for by any other organization
l. Valet services
m. Mileage while traveling as a passenger in a privately owned car
n. Personal travel insurance
o. Medical or hospital expenses
p. Theft, loss or damage to personal property while on Town business
q. Personal toilet articles, reading material, or personal telephone calls while on Town business

Employee Misconduct
Disciplinary or corrective action should be taken whenever it is determined that an employee falsified an employee expense reimbursement form, or failed to pay their bill after the Town reimbursement. When it has been determined that an employee has knowingly and purposefully falsified an employee expense reimbursement form, the Town may take disciplinary action up to and including termination. If the employee has violated a local, state or federal law, proper authorities will be contacted.

Adopted 05/08/18
AGREEMENT FOR PAYMENT IN LIEU OF TAXES

FOR REAL PROPERTY AND PERSONAL PROPERTY

between

WARE PALMER ROAD SOLAR LLC (Developer)

and

THE TOWN OF WARE, MASSACHUSETTS (Town)

dated as of June 18, 2019
AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY AND PERSONAL PROPERTY ("Agreement") is made and entered into as of June 18, 2019, by and between Ware Palmer Road Solar LLC, a Delaware limited liability company ("Developer") and the Town of Ware, a municipal corporation duly established by law and located in Hampshire County, Massachusetts (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties," and individually referred to as a "Party."

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

WHEREAS, Developer has leased from Sunny Side Storage, LLC ("Property Owner") approximately 16 acres of land located at 313 Palmer Road in Ware, Massachusetts, more particularly described on the attached Exhibit A (the "Property"), under the terms of a Lease Agreement, dated June 22, 2017 (the "Lease"), with an initial term of twenty (20) years, and Developer plans to build, own and operate a solar photovoltaic energy facility with an expected nameplate capacity (the "Capacity") of approximately 4.20 MW (DC) (the "Project"), on said Property, as such Project is more particularly described in Exhibit B.

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

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

WHEREAS, the Parties intend that, during the term of the Agreement, except as otherwise provided herein, Developer will not be assessed for any statutory real and personal property taxes attributable to the Project to which it might otherwise be subjected under Massachusetts General Law for the Project, and that this Agreement will provide for the exclusive payments in lieu of such real and personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that this Agreement does not affect any other taxes and payments that may be charged to and owed by the Developer or Property Owner to the Town except for the real and personal property taxes attributable to the Project; nor does this Agreement affect any other payments that
may be legally owed by Developer or Property Owner to the Town, including, but not limited to, real property taxes for the Property, taxes for personal property other than the taxes attributable to the Project, and payments for services provided by the Town to the Project and the Property, including, but not limited to, water and sewer services, betterment assessments, and other payment obligations;

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

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

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

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

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

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

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

1. **Payment in Lieu of Real and Personal Property Taxes.** Developer agrees to make annual payments to the Town ("Annual Payments") in lieu of all real and personal property taxes attributable to the Project for the period commencing on the Completion Date (as defined below) and continuing for twenty (20) years from such date (the "Term"). The amount of each Annual Payment shall be the amount arrived at by multiplying the number of megawatts of the Project's installed Capacity on the Completion Date by the Factor, defined below, subject to adjustment as set forth herein. The "Factor" shall be $11,900 per megawatt of the Project's installed Capacity on the Completion Date for the first year of the Term and shall increase by 1.2% annually thereafter, as reflected on the schedule attached hereto as Exhibit C. The "Completion Date" shall be the first date on which the Developer has received from the local electric utility written authorization to interconnect the Project to the utility's system and acceptance of the Project from the utility (to the extent required) and the Project has commenced commercial operation. Each Annual Payment will
be paid to the Town in two (2) equal semi-annual installments (prorated for the first and last semi-annual periods of the term of this Agreement) on or before August 1 and February 1 of each fiscal tax year during the term of this Agreement and the Annual Payment amount and payment dates will be noted on semi-annual bills issued by the Town to the Developer. Developer agrees that the Annual Payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, or increased on account of an appreciation factor or increase in the Town's tax rate, which factors have been anticipated and are reflected in Exhibit C. The failure of the Town to deliver such a bill shall not relieve the Developer of its obligation to timely make payments required hereunder.

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

3. **Calculation of Adjustment.** To the extent that the installed Capacity of the Project exceeds 4.2 MW (DC) on the Completion Date or is increased by the Developer after the Completion Date, the remaining Annual Payments in lieu of taxes under this Agreement shall be increased by an amount equal to $11.90 (MW payment divided by 1,000) for each kW of any such excess or increase, as applicable. The Parties agree that this adjustment is designed to ensure that the annual payments in lieu of taxes approximate the full and fair cash valuation of the Project. Notwithstanding anything to the contrary in this Agreement, in the event Developer reduces the Capacity of the Project to less than .2 MW DC, the Town may terminate this Agreement and assess any and all real and personal property taxes in accordance with the Massachusetts General Laws. No increase in installed Capacity of the Project shall increase payments hereunder until the Project equipment, improvements or other property causing the increase in Capacity have been interconnected to the local utility and have begun generating electrical power.

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

Attached to this Agreement as Exhibit D is a preliminary, itemized inventory prepared by Developer (the "Inventory") of the improvements, equipment and other property anticipated to be incorporated into the Project. Only property necessary or incidental to the production of electricity shall be included in the Inventory or Project. Notwithstanding anything to the contrary in this Agreement, the Project, and thus the Annual Payments hereunder, shall not include buildings (except for a single equipment storage shed for use in the Project, subject to advance approval of the Town).
Within sixty (60) days after the Completion Date, Developer shall provide the Town with an as-built description of the solar photovoltaic panels and inverters and other equipment in the Project, to the same level of detail as provided on Exhibit D, which shall be considered the "Inventory." Within thirty (30) days after the Town's receipt of such notification, the Parties will agree on an updated Inventory; in the event the Town does not respond during such period, it shall be deemed to have accepted the Inventory as provided by the Developer. In the event the Parties are unable so to agree in such 30-day period, the Town shall, at its sole election, reasonably determine the updated Inventory, or assess taxes for such portions of the Project that are not included in the Inventory in Exhibit D as if this Agreement did not exist. Developer will update the Inventory annually as of January 1 of each year, and an updated written Inventory, referred to as an Annual Inventory Update, will be provided to the Town on or before February 1 of each year. The Town, its officers, employees, consultants, agents and attorneys will have the right periodically, during normal business hours and upon reasonable advance notice to Developer, to inspect the Project and review documents in possession of Developer that relate to the Project and the Inventory to verify the Inventory and Developer's compliance with this Agreement.

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

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

6. **Payment Collection.** In addition to such rights and remedies available in this Agreement, all statutory rights and remedies available to the Town for the collection of taxes shall apply to the Annual Payments in lieu of taxes hereunder, including but not limited to, all rights and remedies provided in G.L. c.59 and G.L. c.60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were real or personal property taxes due and payable to the Town. Accordingly, for example, if and to the extent deemed necessary by the Town for assessment or collection of Annual Payments, the Project may, at the Town's election, be deemed personal property unintentionally omitted from annual assessment under G.L. c. 59, § 75, or "Real Property," as defined in G.L. c. 59, § 2A(a). All payments more than thirty (30) days past due shall accrue interest at 14 percent per annum until paid. Additionally, Developer shall pay reasonable attorneys' fees, court and other costs incurred by the Town in the collection of any unpaid amounts due under this agreement.
7. **Tax Status.** The Town agrees that during the term of this Agreement, the Town will not assess Developer or Property Owner for any real and personal property taxes attributable to the Project to which they might otherwise be subject under Massachusetts law in the absence of this Agreement, and the Town agrees that this Agreement will exclusively govern the payments of such taxes; provided, however, that this Agreement does not affect, and will under no circumstances preclude, the Town from assessing any other taxes, fees, charges, rates or assessments which Developer or Property Owner may be obligated to pay (except for the real and personal property taxes attributable to the Project), including, but not limited to, real estate and personal property taxes excluding those attributable to the Project, excise taxes on vehicles due pursuant to G.L. c.60A, betterments, fees, or charges for services provided by the Town to the Project or Property, including, but not limited to, water and sewer services.

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

9. **Statement of Good Faith.** The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is reasonably determinable as of the date of this Agreement in accordance with G.L. c.59, §38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice or its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes attributable to the Project, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.
10. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below. Developer shall be solely responsible to provide copies of any notices to Property Owner.

To: Developer:

Ware Palmer Road Solar LLC  
c/o Dynamic Energy Solutions, LLC  
1550 Liberty Ridge Drive, Suite 310  
Wayne, PA 19087  
Attn: Sr. Vice

President, Legal

To: Town:

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

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

11. **Applicable Law.** This Agreement will be made and interpreted in accordance with the laws and regulations of the Commonwealth of Massachusetts, which are incorporated herein by reference. The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. The Parties each agree that service of process may be affected by certified mail, return receipt requested at the addresses indicated in Paragraph 10 of this Agreement (Notices) (or such other address a Party may provide from time to time pursuant to Paragraph 10). Venue for all court actions brought hereunder shall be the state courts located in Hampshire or Worcester County Massachusetts.
12. **Good Faith.** The Parties shall act in good faith to carry out and implement this Agreement and to resolve any disputes between them.

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

a. Acts of God, including floods, winds, storms, earthquake, fire or other natural calamity;

b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

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

14. **Covenants/Warranties of Developer.**

a. During the term of the Agreement, Developer will not voluntarily do any of the following:

   1) Convey by sale, lease, or otherwise any interest in the leasehold premises or Property to any tax exempt entity or organization, including without limitation a charitable organization pursuant to G.L. c.59, §5, Clause Third or to any person or entity that is not a
"generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b) or assign this Agreement to any person or entity that is not a "generation company" or "wholesale generation company" under G.L. c. 59, § 38H(b), or in a manner where such assignment would otherwise disqualify this Agreement under G.L. c. 59, § 38H(b);

2) Fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement;

3) Seek, for any reason, an abatement or reduction of any of the amounts assessed in accordance with the terms of this Agreement and Developer hereby waives during the full term of this Agreement any rights it may have otherwise had to seek such an abatement or reduction; or

4) Seek to amend or terminate this Agreement on account of the enactment of any new law or regulation or a change in any existing law or regulation the intent or effect of which is to fix the method for calculating PILOT payments for renewable energy facilities.

b. Developer represents and warrants:

1) It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation, is registered with the Massachusetts Secretary of State, and has full power and authority to carry on its business as it is now being conducted.

2) This Agreement constitutes a legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.

3) It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

4) None of the documents or information furnished by or on behalf of Developer to the Town in connection with negotiation and execution of this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.
5) The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

6) Developer is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c.59, §38H(b) and G.L. c.164, §1.

7) Developer does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59 §5 (16)(3).

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

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

   a. The Developer fails to make payments required under this Agreement and such failure is not cured within thirty (30) days, unless the past due payment is received prior to the effective date of the termination, as set forth above;

   b. The Developer has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

   c. The Project is permanently abandoned for six (6) consecutive months or more or the Capacity of the Project is reduced to .2 MW (DC) or less; and/or

   d. The Developer otherwise materially breaches this Agreement and fails to cure such breach within sixty (60) days following notice of such failure received by Developer from Town.

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

TOWN OF WARE
BY ITS BOARD OF SELECTMEN:

John E. Carroll, Chairman

Keith J. Kruckas

Tracy R. Opalinski

Nancy J. Talbot

Alan G. Whitney

DEVELOPER:
WARE PALMER ROAD SOLAR LLC
BY: DYNAMIC ENERGY SOLUTIONS, LLC
ITS MANAGING MEMBER

Name:
Title:
COMMONWEALTH OF MASSACHUSETTS

_________________ SS

June 18, 2019

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

__________________________
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

_________________ SS ___________________, 2019

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

__________________________
Notary Public

My Commission Expires:
EXHIBIT A

Description of the Property

Approximately 16 acres of land referred to as Parcel ID 10-0-105 in the Assessor’s database, and filed in the Hampshire County Registry of Deeds in Plan Book 8803, Page 60.
EXHIBIT B

Description of the Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Facility Size:</td>
<td>4.2 MW (DC)</td>
</tr>
<tr>
<td>Solar Facility Installation:</td>
<td>Ground mounted at a fixed tilt</td>
</tr>
<tr>
<td>Location:</td>
<td>Approximately 16 acres of land located on Palmer Rd, Ware, MA 01082, which constitutes property owned by Landlord more particularly described on Exhibit A.</td>
</tr>
<tr>
<td>Solar Development Plan:</td>
<td>See map attached</td>
</tr>
</tbody>
</table>
EXHIBIT C

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

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Factor</th>
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<tbody>
<tr>
<td>1</td>
<td>$11,900.00</td>
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<tr>
<td>2</td>
<td>$12,042.80</td>
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<tr>
<td>3</td>
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<tr>
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<tr>
<td>5</td>
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<tr>
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<td>$12,631.34</td>
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<tr>
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<tr>
<td>20</td>
<td>$14,927.14</td>
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</tbody>
</table>
EXHIBIT D

Preliminary Inventory

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th># Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photovoltaic Panels</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Inverters</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Transformers</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Racking</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>
TO: Board of Selectman
FROM: Tracy Meehan, Town Accountant
SUBJECT: Transfer of Appropriations
DATE: June 12, 2019
CC: Finance Committee
     Stuart Beckley, Town Manager

According to Massachusetts General Laws, Chapter 44, Section 33B:
   "A town may, by majority vote at any meeting duly held, transfer any amount previously
   appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the
   finance committee or other entity establish under section 16 of chapter 39, may transfer within the last 2
   months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal
   year, any amount appropriated, other than for the use of a municipal light department or a school
   department, to any other appropriation."

Attached is a request of transfer of appropriations to cover departmental expenditures for FY19
as provided to me by department heads.

The transfers are being requested for the following needs:

- Purchase of Services – Legal - to cover anticipated total expenditures for the fiscal year
- Treasurer/Collector Purchase of Services - temporary Treasurer/Collector services
- Police Purchase of Services - cruiser maintenance and ammunition
- Police Supplies – taser, taser cartridges, and tourniquets
- Debt Payment-Principal – funds were budgeted in Short Term Interest to cover the cost of
  issuing General Obligation Bonds, it was determined it would be more cost effective to
  wait a year to issue the bonds therefore the extra funds will be used to pay down principal
  of outstanding debt
- Board of Registrars Purchase of Services – to cover anticipated total expenditures for the
  fiscal year

I request that you approve the transfer of appropriations as detailed.

Kindly record the vote of the board on the attached sheet and return to me at your earliest
convenience.

Thank you.
Town of Ware
Request for Transfer of Appropriation
For FY19

To: Board of Selectman
Finance Committee

Date: 6/12/2019

Request is hereby made for the following transfer of appropriation(s) in accordance with Massachusetts General Laws Chapter 44, Section 33B:

<table>
<thead>
<tr>
<th>Transfer From:</th>
<th>Transfer To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account #</td>
<td>Account Name</td>
</tr>
<tr>
<td>913-5100</td>
<td>Unemployment</td>
</tr>
<tr>
<td>145-5100</td>
<td>Treasurers Salary</td>
</tr>
<tr>
<td>210-5120</td>
<td>Police Salaries</td>
</tr>
<tr>
<td>210-5120</td>
<td>Police Salaries</td>
</tr>
<tr>
<td>752-5900</td>
<td>Short Term Interest</td>
</tr>
<tr>
<td>162-5200</td>
<td>Elections-Purchase of Services</td>
</tr>
</tbody>
</table>

Requested by: Tracy Mecham/Town Accountant

Board of Selectman Action:
Vote to Transfer:
Yes
No
Abstain

Finance Committee Action:
Vote to Transfer:
Yes
No
Abstain

*Please return original to the Town Accountant*
June 14, 2019

To : Board of Selectmen

From : Stuart Beckley

Subject: Dump Truck useful life

Next year, the Town will do a long-term borrowing for several items, including the dump trucks approved last year and this year. The State law that authorizes borrowing sets a term length for equipment at 5 years, unless the Town approves a longer expected usefulness for the equipment.

Would you please vote to approve a useful life of 10 years for these two vehicles?

Thank you.
VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Ware, Massachusetts (the
"Town"), certify that at a meeting of the board held June 18, 2019, of which meeting all
members of the board were duly notified and at which a quorum was present, the following votes
were unanimously passed, all of which appear upon the official record of the board in my
custody:

Voted: that we hereby determine, in accordance with G.L. c. 70B, that the
amount of the cost of the $3,282,122 School Repair Project (Window and Door
Replacement – Ware Middle School) authorized by a vote of the Town passed on
March 11, 2019 (Article 19) not being paid by the school facilities grant is $875,737 and
we hereby approve of the issuance of notes in the amount of $47,000 under said
G.L. c. 70B.

Voted: that we hereby determine, in accordance with G.L. c. 70B, that the
amount of the cost of the $917,041 School Repair Project (Boiler Replacement – Stanley
M. Koziol Elementary School) authorized by a vote of the Town passed on
March 11, 2019 (Article 20) not being paid by the school facilities grant is $276,488 and
we hereby approve of the issuance of notes in the amount of $155,000 under said
G.L. c. 70B.

I further certify that the votes were taken at a meeting open to the public, that no vote was
taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting
(which agenda included the adoption of the above votes) was filed with the Town Clerk and a
copy thereof posted in a manner conspicuously visible to the public at all hours in or on the
municipal building that the office of the Town Clerk is located or, if applicable, in accordance
with an alternative method of notice prescribed or approved by the Attorney General as set forth
in 940 CMR 29.03(2)(b) at least 48 hrs, not including Saturdays, Sundays and legal holidays,
prior to the time of the meeting and remained so posted at the time of the meeting, that no
deliberations or decision in connection with the above vote were taken in executive session, all in
accordance with G.L. c.30A, §§18-25, as amended.

Dated: June 18, 2019

________________________________________
Clerk of the Board of Selectmen