Select Board Meeting February 9, 2023

In attendance:

Call Meeting to order: Pledge of Allegiance

- 1. Discussion and vote on Common Victualler's license for George's Pizza 991 Main Street Warren: After a discussion about the grease barrels that were owned by George's pizza Mr. Eichacker made a motion to continue this for 2 weeks or sooner if the barrels are moved. 2nd Mr. Veliz AIF Passed
- 2. Discussion and vote on Liquor License for Picosso on Main St 2162 Main Street West Warren Picosso called and asked for the approval to be put on hold. Held for 2 weeks.
- 3. Discussion and vote on Common Victualler's license for Countryside Pub 83
 Mechanic Street Warren Mr., Eichacker made a motion to grant the Common
 Victualler's License for Countryside Pub at 83 Mechanic Street Warren, MA 2nd by Mr.
 Veliz AIF Passed
- 4. Appointment for the Election workers Polling place A and B
 - Mr. Eichacker made a motion to appoint the following election workers for polling: Kathleen A. Banas; Cynthia A. Baxter; Heather L. Bridges; Sylvia Cummings; Cathy M. Duncan; Cheryl E. Gagnon; Karen Kelly-Garay; Drue C. King; Kathy J. Kuprycz; Barbara B. Larkin; Maryanne Potruzski; Tracey S. Mazur: Donna L. Pina; Carol Sanders-Sausville; Karen M. Wilk; Leona A. Wrobel; Linda L. Wrobel; Leo H Asselin; Phyllis A. Dolina; Virginia M. Fleming; Linda Cunningham Patricia A. Morrison; Agnes E. Sablack; Beverly A. Soltys; Dorothy A. Witaszek 2nd by Mr. Veliz AIF Passed unanimously
- 5. Discussion and vote on the agreement between Pioneer Valley Planning commission and the Town of Warren, Mr. Ferrera stated that this motion was for the Historical Commission, since the Select Board are the only authority that can go into contract. Mr. Eichacker made a motion to accept the agreement between Pioneer Valley Planning Commission and the Town of Warren on behalf of the South Warren Cemetery National Register Nomination for the Town. 2nd by Mr. Veliz AIF Passed unanimously.
- **6. Discussion and vote on the agreement between the Central Massachusetts regional planning commission and Town of Warren** Mr. Ferrera stated that this agreement is to allow Central Ma Regional Planning Commission is to provide planning assistance. Mr. Eichacker made a motion to approve the agreement between the Central Massachusetts regional planning commission and Town of Warren to obtain competitive FY 2022/2023 Community Development Fund 2nd by Mr. Veliz, AIF Passed unanimously.
- 7. Discussion and possible vote "to accept the provisions of Chapter 269 of the Acts of 2022, which is consistent with the Worcester Regional Retirement Board's December 20, 2022, vote, will provide for an additional 2% cost-of-living increase for eligible Worcester Regional Retirement System retirees, retroactive to July 1, 2022." Mr. Ferrera explained that if 1/3 of the communities vote to approve the 2% it will not matter if the Select Board vote against it, we will still have to uphold the additional 2% cost of living increase. Mr. Dufresne read a letter from Ms. Dolen (see attached). Mr. Dufresne stated that we need to help our former employees as much as we

Select Board Meeting February 9, 2023

- can. Mr. Eichacker made a motion to accept the provisions of Chapter 269 of the Acts of 2022 and make it retroactive to July 1, 2022. Mr. Veliz 2nd AIF Passed Unanimously.
- 8. Discussion and possible vote on the use of the Town's solar credits from National Grid to help offset the costs associated with the installation of an Energy Management System at Warren Elementary School. Mr. Ferrera said that giving the solar credits would help the school with their portion of the grant. Mr. Eichacker made a motion to approve using the solar credits from National Grid to help offset the costs associated with the installation of an Energy Management System at Warren Elementary School. 2nd by Mr. Veliz AIF Passed unanimously.
- 9. Review a request from the Board of Assessors to start Betty-Jo O'Brien, candidate for Assistant Assessor, at a Step 3 (Grade A-2) on the wage scale and possible vote. Mr. Martin, one of the Chair of the Board of Assessors, stated that they are pleased to be able employ Ms. O'Brien and the Board is bringing this proposal to the Selectmen for their approval. Mr. Eichacker made a motion to approve the Board of Assessors starting Betty-Jo O'Brien at a Step 3 (Grade A-2) on the wage scale.2nd by Mr. Veliz AIF Passed unanimously.
- 10. Discussion and possible vote on the use of American Rescue Funds for a new Shepard Building sign. Mr. Ferrera stated that Mr. Shepard came to his office and wanted to know if we would replace the sign for the Shepard Building. He had the design done, and the Highway department will install new 4x4 posts. Mr. Shepard stated that the Shepard Building is named in horror of his grandfather. The cost of the sign is \$1,075.00. Mr. Eichacker made a motion to set aside \$1,075.00 from ARPA funds for refurbishing the Shepard Building sign. 2nd by Mr. Veliz AIF PASSED unanimously.
- 11. Continued discussion/review of a universal employee evaluation form and possible vote to adopt. Tabled until February 16, 2023.
- 12. Police Department January 2023 monthly report
- 13. Warrants & Bills:
 - **a.** Warrants: Mr. Eichacker made a motion to pay the following warrants:2nd by Mr. Veliz AIF Passed unanimously.

i.	68	Payroll	\$46,119.86
ii.	69	Vendor	\$121,983.05
iii.	70	Payroll	\$56,494.28
iv.	71	Vendor	\$54,215.63
v.	72	Payroll	\$54,666.86
vi.	73	Vendor	\$102,950.22
vii.	74	Payroll	\$47,679.58

b. Bills: Mr. Eichacker made a motion to pay the following Bills: 2nd by Mr. Veliz AIF Passed unanimously.

i.	Karen Dusty	Postage	\$7.85
ii.	Constable James 1	Dusty	\$15.00
iii.	Turley Publication	n Liquor License	\$118.94
iv.	NE IT		\$2,200.00
V.	WB Mason		\$224.23
vi.	Mirick O'Connell		\$8,158.52
vii.	KP Law		\$3280.66
viii.	Modern Pest Serv	rices Town Hall	\$100.00

Select Board Meeting February 9, 2023

ix.	Kellco Products	\$197.50
X.	EZ True Value	\$143.07
xi.	Paul Shepardson Electric	\$675.00
xii.	Richco Products	\$175.08
xiii.	Verizon	\$146.82
xiv.	Marlin Leasing Corp	\$1107.23
WV.	Comcast	\$20.30

14. Minutes: M. Eichacker made a motion to accept the meeting minutes for the following dates December 1, 8, 15, and 22. 2nd by Mr. Veliz AIF Passed

15. Town Administrator Report:

- **a.** Central Ma Regional Planning Commission stated that an expression of interest was due last Friday, which they completed. We submitted several projects that we would like to do. We submitted 4 projects out of the 5 max that's allowed.
- b. From MIIA we have a wellness grant where we can fix up the Employee break room, replace the refrigerator and the microwave. Mr. Dufresne stated that there is a shower in that room and thought that we could remove it and put it in the sink to be able to wash the dishes.
- **c.** Mr. Ferrera met with the representative from MIIA and they went over the insurance. The increases and decreases should equal out.
- **d.** Next Friday February 17 CBIZ, a company that MIIA hired to inspect town owned property. Ms. Church and Mr. Dusty will be accompanying us on the tour.
- e. CSX bridge: we have not received a response so hopefully soon.
- **f.** Senator Jacob Olivera would like to be placed on the agenda in the future. We need help with the schools and a Public Safety building.

New Business: None Old Business: None

- **16.** Correspondence: Linda Cunningham, this is a Board of Health concern unless the water and waste from the chicken is going across the road then it is Highway concern and onto other property.
- 17. Correspondence: Cynthia Dolan, read earlier and discussed.
- **18.** Correspondence: Commonwealth of MA Public Hearing informational flier has been put on the website.

Comments and Concerns:

Next meeting Public Hearing Feb. 16 6PM

Adjourn

Respectfully submitted by:

Karen Dusty, Administrative Assistant

Derick Veliz, Clerk



QUOTE

BILL TO:

Town of Warren, Mass. C/O James Ferrera, Town Administrator Shepard Building 48 High Street Warren , MA 01083 DATE: February 8, 2023

CONTRACT NUMBER: WAR23 QUOTE NUMBER: 020823 TERMS: DUE ON RECEIPT

Item	Billing Code	Rate	Qty	Item Total
Charles E. Shepard Building Sign: Furnish and deliver (1) 48" x 96" x 1" thick PVC panel with painted background and applied vinyl graphics to both sides. Cost includes all drawings, artwork setup, materials preparation, painting, application and delivery. Sign to be installed by others into refurbished existing wooden frame at 48 High Street in Warren.		\$979.00	1 \$	979.00
Entrance Doors: Furnish and install vinyl graphics, design similar to sign graphics, on glass surfaces of (2) entrances to building.		\$48.00	2 \$	96.00
		, , , , , , , , , , , , , , , , , , ,		

Total			\$	1,075.0

Please make checks payable to Industrial Designworks P.O. Box 244, Wales, MA 01081

Thank you!

David Maloney • P.O. Box 244, Wales, MA 01081 dave@indesignworks.com • 508.688.5904

SUITING Tharles E. Shepard - HIGH 48 STREET MUNICIPAL

3M WHITE/BLACK SHADOW

3M IMITATION GOLD

3M TERRA COTTA

3M COCOA BROWN

SHERWIN WILLIAMS SW6447 EVERGREENS BACKGROUND PAINTED TO MATCH

POSTS/FRAME PAINTED TO MATCH TBD

- Dedicated Ingust 31, 1995

IN EXISTING WOODEN FRAME, TO BE REPAINTED. SIGN PANEL MOUNTS WITHIN RETAINERS I" THICK PVC SIGN PANEL HAS PAINTED BACKGROUND AND APPLIED VINYL GRAPHICS TO BOTH SIDES. QUANTITY (1) 48" X 96" MAIN ID SIGN

MUNICIPAL BUILDING Charles E. Shepard

MUNICIPAL BUILDING

Charles E. Shepard

DRAWING: SMB-0123

DATE: 1/18/2023

CLIENT: SHEPARD MUNICIPAL BUILDING KAREN SHEPARD WARREN, MA

SCALE: TO PAGE DRAWN BY: DM PROJECT: MAIN ID SIGN

SIGNATURE

APPROVED REQUESTED

GRAPHICS + SIGNS INDESIGNWORKS. COM

DAVE@INDESIGNWORKS.COM 508.688.5904 P.O. BOX 244 WALES, MA 01081

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1 Mercantile Street – Suite 520 Worcester, MA 01608 508.756.7717 P 508.792.6818 F www.cmrpc.org

AGREEMENT BY AND BETWEEN:

THE CENTRAL MASSACHUSETTS REGIONAL PLANNING COMMISSION

THE TOWN OF WARREN

"PLANNING ASSISTANCE TO FACILITATE THE MUNICIPAL VULNERABILITY PREPAREDNESS (MVP) PLANNING PROCESS AMENDMENT NO. 4

The agreement between the Town of Warren and the CMRPC, dated September 23, 2021, for CMRPC to provide assistance with preparation of the Town of Warren's Municipal Vulnerability Preparedness Plan is hereby amended as follows:

ARTICLE 8.0: TIME OF PERFORMANCE

The COMMISSION agrees to provide the services described herein. As required by the contract between Municipal Vulnerability Preparedness Grant Program between the TOWN and the Commonwealth of Massachusetts, the amendment is to be made effective as of April 1, 2023, and deliverables are anticipated to be completed on or before June 30, 2023.

IN WITNESS WHEREOF, the Town of Warren and CMRPC have executed this Amendment as of 23rd of February 2023.

Central Massachusetts Regional Planning Commission

Warren Board of Selectmen

Janet Pierce

Date

David Dufreene

Date

Executive Director

Chairman, Board of Selectmen

Monthly Report January 1, 2023 to January 31, 2023

In the month of January 2023, the Warren Police Department responded to a total of calls 1723 for service with 23 ending in arrests. The following is a breakdown of statistics.

Calls Logged	1723
Felonies Investigated	13
Incident reports	66
On View Arrests	4
Warrant Arrests	4
Summons Arrests	15
Total Arrests	23
Protective Custodies	1
Juvenile Arrests	1
Motor Vehicle Stops	155
Motor Vehicle Citations	65

In January 2023, the Police Department had 6 total vehicles on the roster. They consist of 3 Ford Police Interceptor SUV's, 1 Ford Taurus, 1 Ford Fusion and 1 Humvee. Mileage on each is as follows.

Taurus	58,230
Fusion	48,774
D785	51,299
5068	11,861
C564	93,998
Humvee	8,322

First, I'd like to wish a happy and healthy New Year to everyone. This month was an important month in the budget calendar. I spent a lot of time on creating the budget and submitting it to the Town Administrator. I then later in the month met with the Town Administrator and Town Accountant to go over and review the budget.

Full time Officer Paul Soojian started his academy training. We were able to enroll Ofc Soojian into a bridge academy due to his experience. Officer Soojian should be completed with all his academy obligations by the beginning of March.

On the 3rd I attended the monthly Homeland Security meeting. This month we started to review and discuss upcoming projects that have been requested.

On the 9th,I attended the Central Mass Chiefs meeting and training. This month's training was conducted by the Worcester District Attorney Joe Early. We also heard from Mass 911 in regards to upcoming changes in dispatch centers.

On the 25th and 26th, Lt. Early, Officer Merkel and I, attended training on the operation of the newly installed MILO training system. The system is online and now with this training we will be able to start working our Officers through the training system. This will also act as a regional training spot for other Departments to come and train with us.

On the 31st, I attended in-service legal updates. This is a required class that every Law Enforcement Officer has to attend every year to satisfy the MPTC and POST training requirements.

Hope everyone had a great Holiday and Happy New Year,

Chief Gerald Millette

AGREEMENT

BY AND BETWEEN

Town of Warren, MA and The Pioneer Valley Planning Commission

THIS AGREEMENT, made as of the 1st day of February, 2023 by and between the Town of Warren, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 48 High Street, Warren, MA 01083 (hereinafter referred to as "the Town"), and the Pioneer Valley Planning Commission of 60 Congress Street, Springfield, MA 01104 (hereinafter referred to as "the Commission").

WITNESSETH THAT:

WHEREAS, the Town is seeking professional services to complete and submit a first draft of a South Warren Cemetery National Register Nomination for the Town;

WHEREAS, the Commission has the knowledge and experience necessary to complete the aforesaid activities;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, THE PARTIES HERETO DO AGREE AS FOLLOWS:

- 1. ENGAGEMENT OF COMMISSION: The Town hereby engages the Commission to perform the services set forth herein and the Commission hereby accepts the engagement.
- 2. SCOPE OF SERVICES: The Commission shall perform the necessary professional services as found in Attachment A of this agreement.
- 3. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting the Commission insofar as possible for the purposes of efficiency and furnishing the Commission with information needed to complete the services satisfactorily.
- 4. REPORTING: The Commission will submit reports on the status of the professional services as requested by the Town.
- 5. SUBCONTRACTS: No subcontracts may be awarded by the Commission the purpose of which are to fulfill in whole or in part the services required of the Commission, without prior written approval of the Town. A subcontract shall not relieve or discharge the Commission from any obligation, responsibility, or liability under the Contract. All subcontracts shall be in writing and shall include by reference compliance with all terms and conditions of the Contract.

- 6. TIME OF PERFORMANCE: The services of the Commission are to commence effective February 1, 2023, and shall continue through June 30, 2023.
- 7. COMPENSATION: The Town agrees to pay the Commission a total fee compensation for services rendered through this Agreement not to exceed a total of Three Thousand Dollars (\$3,000). All professional services shall be billed on a cost reimbursement basis. The Commission shall invoice the Town at the end of the current fiscal year and submit in an approved format providing documentation of hours worked and direct costs associated with this Agreement. Travel costs will be billed at the established IRS rate for reimbursement. Any other direct costs shall be reimbursed at straight cost.

8. GENERAL PROVISIONS

- 8.1 RETENTION OF RECORDS: The Commission shall maintain those books, records, and other documents, including but not limited to payroll records, and accounting records that are sufficient to document that activities carried out were in accordance with this Agreement. Such records shall contain all information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income. The Commission shall maintain such records for a period of seven (7) years from the date of completion, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- 8.2 ACCESS TO RECORDS: The Commission shall make all books, accounts, records, reports, files, and other papers, things or properties that relate to its activities under this Agreement available at all reasonable times for inspection, review and audit by the Town or his authorized representatives.

8.3 TERMINATION:

- 8.3.1 The Town may suspend or terminate this Contract by providing the recipient with fifteen (15) days written notice for reasons outlined as follows:
- a. Failure of the Commission, for any reason, to fulfill in a timely and proper manner its obligations under this contract including compliance with applicable federal, state or local laws, or regulations, and such procedures or guidelines as may be established;
- b. Submission by the Commission to the Town of reports that are consistently and continually late, incorrect, or incomplete in any material respect.
- 8.3.2 The Commission may suspend or terminate the Contract by providing the Town with fifteen (15) days written notice for the following reasons:
- a. Failure by the Town to pay the fee in accordance with Article 7;
- b. Actions or inaction by the Town which seriously hinder the Commission's ability to perform its obligations in accordance with this Agreement;

- c. A reasonable determination by the Commission that the satisfactory completion of one or more of the agreed upon activities is rendered improbable, unfeasible, impossible or illegal, without fault of the Commission, provided however, that the Commission shall first have
 - (i) advised the Town of the reasons for the determination, and
 - (ii) developed and proposed such solutions as appear feasible, and
 - (iii) sought to negotiate an amendment of the Agreement with the Town and the Commission and such efforts have not satisfactorily removed the impediment to completion.
- 8.3.3 In the event of suspension or termination, the Town shall pay the Commission for services rendered through the date of suspension or termination.
- 8.4 AMENDMENTS: This agreement may be amended provided such amendment is mutually agreeable and committed to in writing by the signatories hereto.
- 9. INDEMNIFICATION: The Commission shall indemnify, defend, and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Commission's breach of this Agreement or the negligence or misconduct of the Commission or the Commission's agents or employees in the completion of the services or products covered by this Agreement.
- 10. PUBLICATION, REPRODUCTION AND USE OF MATERIAL: All published materials including, without limitation, reports, manuals, publications, pamphlets, brochures, advertisements, mass mailings, notices and articles prepared under this agreement with the grantee and any subcontractors of the grantee shall be the property of the Town.
 - No material, including computer software, prepared in whole or in part under this agreement, shall be subject to copyright in the United States of America or in any country except with the prior written approval of the Town. The Town shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, computer software, or other materials prepared under this agreement with the grantee and any subcontractor of the grantee. Any materials, which have been previously protected by copyrights and are used by the Commission in the performance of this agreement, should not lose the copyright status by being so used.
- 11. CONFIDENTIALITY: The Commission will protect the privacy of, and respect the confidentiality of, information provided by, the Town, consistent with applicable federal and state regulations, including MGL, C66 section 10 and 201 CMR 17:00, regarding access to public records and the protection of personal information.

- 12. NON-COLLUSION AND/OR FRAUD: The Commission agrees to perform this contract in good faith and without collusion or fraud with other persons and shall not cause to interfere or influence any related contract or program as a result of the services agreed upon hereunder.
- 13. CONFLICT OF INTEREST: The Commission shall adhere to the mandates of the Massachusetts Conflict of Interest statute MGL c 268A.
- 14. SEVERABILITY OF PROVISIONS: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in full force and affect.

IN WITNESS THEROF, the Town and the Commission have executed this AGREEMENT as of the date

above written.		
Town of Warren	Pioneer Valley Planning Commission	
By: Ohn Colon	By: Kingy Hod	
David P. Dufresne, Chair	Kimberly H. Robinson	
Warren Board of Selectmen	Executive Director, PVPC	
Date: 2/9/2023	Date: 2/3/2	23

ATTACHMENT A

TOWN OF WARREN SCOPE OF SERVICES

SCOPE

- Prepare a draft National Register Nomination and take new photographs for the South Warren Cemetery, based on the previously submitted Inventory Form.
- Work with the Warren Historical Commission (WHC) to organize previous documentation and incorporate new information as requested by the Massachusetts Historical Commission (MHC) in Attachment B to develop a National Register Nomination.
- Submit draft Nomination to the WHC for review and approval.
- Submit the approved draft Nomination to the MHC for review.

DELIVERABLES

 Two complete sets of the first draft South Warren Cemetery National Park Service National Register Nomination submission along with digital copies of the documents and photos to be sent to the MHC and the WHC.

TOTAL COST TO INCLUDE DIRECT COSTS NOT TO EXCEED \$3,000

ATTACHMENT B MASSACHUSETTS HISTORICAL COMMISSION DETERMINATION OF NATIONAL REGISTER ELIGIBILITY



The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth Massachusetts Historical Commission

March 3, 2022

Shannon Walsh Historic Preservation Planner Pioneer Valley Planning Commission 60 Congress Street Springfield, MA 01104

RE: South Warren Cemetery, Warren

Dear Ms. Walsh:

In response to your request on behalf of the Warren Historical Commission, the Massachusetts Historical Commission has looked at the South Warren Cemetery in Warren (MHC Inventory # WRR.800), to see whether, in our opinion, it meets the criteria for listing in the National Register of Historic Places. It is the opinion of the MHC staff that the South Warren Cemetery is eligible for the National Register at the local level under Criteria A and C, reflecting community growth in South Warren from the 18th century to the mid-19th century, and for the various styles of gravestones and functory motifs in their carvings.

The South Warren Cemetery, also known as Hodges Corner Cemetery, was established in the community of South Warren sometime in the late colonial period. South Warren thrived from the late 18th through early 20th centuries. The burials in the cemetery are those of members of the local community. The gravestones in the cemetery display a variety of popular funerary motifs from the late 18th century through the mid-19th century. The oldest known grave marker dates to 1791 and the latest extant stone dates to 1850. It is believed that there are unmarked burials in the cemetery from before and after the earliest and latest extant stones.

The South Warren Cemetery retains integrity of location, design, setting, materials, workmanship, feeling, and association. The period of significance would begin with the earliest known gravestone, from 1791 (unless subsequent research identifies a precise date of establishment), and end in 1850, the date of the latest extant stone. Under Criterion A, the cemetery is eligible in the area of Social History as it is reflective of the "the history of society and the lifeways of its social groups." The cemetery contains prominent families and citizens from the community of South Warren. Under Criterion C, the cemetery is eligible in the area of Art for the gravestones representing the work of known and unknown stone carvers. The cemetery also meets Criterion Consideration D, for its historical significance and distinctive design and craftsmanship evident in many of the early gravestones. A National Register nomination for the South Warren Cemetery would need to provide context and comparative

220 Morrissey Boulevard, Boston, Massachusetts 02125 (617) 727-8470 • Fax: (617) 727-5128 www.sec.state.ma.us/mbc analysis to establish the cemetery's local significance under the chosen Criteria and areas of significance and further explore the identity of stone carvers for the extant gravestones.

With this eligibility opinion, the preparation of a National Register nomination may now commence. MHC strongly recommends that, due to the highly technical nature of the National Register program, the Warren Historical Commission work with a preservation consultant experienced with the National Register requirements and the nomination process. Because of the strong interest in the program across the state, the timeframe for listing of a completed nomination generally is eighteen months to two years.

We look forward to working with the Warren Historical Commission in securing National Register recognition for the South Warren Cemetery. If you have any questions, please do not hesitate to contact me.

Sincerely

Ben Haley

National Register Director

Massachusetts Historical Commission

cc: Sylvia Buck, Chair, Warren Historical Commission

Cynthia Dolan

221 Old West Warren Rd. Warren, Ma 01083 cinniejg56@qmail.com

January 18, 2023

Dear Select Board Members,

I am reaching out to each member regarding the Worcester Regional Retirement System, Chapter 269 of the Acts of 2022 - 2% Cost of Living Adjustment, which was signed into law November 16, 2022.

The Law as applied to the regional retirement system requires a $\frac{2}{3}$ majority vote (34) of the member towns. Please consider approving this $\frac{2}{3}$ COLA before June 30, 2023. As a recent retiree of 32 years of service, at Warren Community Elementary School staff as a Paraprofessional, this $\frac{2}{3}$ increase will help me and others live this side life with a bit more ease.

Sincerely,

Cynthia Dolan

January 27, 2023

Town Administrator James Ferrera 48 High Street Warren, MA 01083

Dear Mr. Ferrera,

I am writing in hopes of finding a solution to an ongoing issue in my neighborhood. For the past few years, I have tried to seek a solution but to no avail. I have been sent to various Departments and Boards, with the result being that I gave up. No one was willing or interested in helping.

The problem is that one of my neighbors has quite a few varieties of poultry on his property. The property is what I would call a "postage stamp" size, as all properties in the neighborhood are. Thomas Jackson lives on the corner of Southbridge Road and Jones Street. I would venture to guess that his flock of assorted animals is probably around 30. He piles up the waste (hay) on the edge of his property for weeks. When it rains or snows and then melts, the liquid waste runs down the street onto Southbridge Road, which I would think is a concern for the Board of Health. Not only is his property an eyesore, which I feel diminishes the property values on our street but it also leaves a very unpleasant odor during the summer months. The odor is so bad that if the wind blows the right way, I will not sit outside.

His chickens roam the neighborhood and end up in my yard on a daily basis. In the spring when I plant flowers, they scratch the soil and dig the plants up. I have to watch where I walk in my own yard as they leave droppings everywhere.

About a year and half ago, Mr. Jackson was found dumping the waste onto property owned by the Warren Water District. He was asked to remove whatever he had dumped. I have not approached Mr. Jackson personally as I find him to be intimidating and feel that this issue needs to be addressed by a Town Official.

It seems to me that there should be some kind of limitation or by-law as to how many animals can be kept on a residential lot. I have heard that other towns do limit the number according to the district the property is located in. Also, is there anything in our by-laws that requires owners to keep their animals contained?

I appreciate your time and hope that there can be some resolution to this ongoing problem.

Sincerely,

Linda Cunningham 20 Jones Street

Finda Ceenvenglion

Warren, MA 01083

413-813-8210



BOARD OF SELECTMEN MEETING

CHARLES E. SHEPARD MUNICIPAL BUILDING

DATE: 2/9/23 6:00 PM.

Attendee:	Joseph G. Kundrat, J	Attendee:
Attendee:	ABDELMASIK	Attendee:
Attendee:	Alicia Rowland	Attendee:
Attendee:	G. milletty	Attendee:
Attendee:	Daw The bodgar	Attendee:
Attendee:	David Sheppand	Attendee:
Attendee:		Attendee: