

**TOWN OF WESTFORD
HUNTING ON SELECT BOARD LAND POLICY**

All hunting laws and regulations of the Commonwealth shall be in force. There is no hunting on Sundays per Massachusetts Law and nothing in this Policy shall be interpreted as allowing hunting in any location or at any time that hunting is otherwise prohibited by law.

In addition, the following rules are in effect for parcels under the custody of the Select Board (hereinafter referred to as “Select Board parcels”).

Hunting is permitted by means of ARCHERY ONLY. Firearms hunting is not allowed on parcels under the custody of the Select Board.

Parcels and Permits

Select Board parcels, which meet Massachusetts requirements for hunting, have been identified and may be hunted pursuant to the requirements set forth in this Policy and applicable law. Westford Bow Hunting Permits shall be issued to Westford residents only. A valid Massachusetts hunting license is required. Permits will be granted through a lottery. If all slots are not filled through the lottery, permits will be issued on a first come first served basis. “Hunter Density” shall be limited to one hunter per ten acres, using standard rounding rules (e.g., 14 acres rates one hunter, 15 acres rates two hunters), or a minimum of one hunter per parcel.

Parcel Number*	Common Name	Address	Acreage	Hunters
027 0229 0000	Tadmuck Swamp North	Tadmuck Road	100.8	10
023 0046 0000	Tadmuck Swamp South	Littleton Road	24	2
035 0101 0000	Behind New Highway Garage Site	North Main Street	44	4
059 0047 0000	Behind Police/Fire Stations	53 Main Street	30	3
025 0015 0000	Old Landfill/New Meadow	Forge Village/Cold Spring Road	17.02	2
043 0013 0000	Behind Nab Golf Course	Groton Road	1.28	1

*Refer to Westford GIS for more information on these parcels.

Residents who wish to hunt Select Board parcels not listed above may do so only if they obtain written permission from all applicable abutters and then make a written request to the Select Board for permission.

Hunting permits shall be non-transferable, and there shall be a one-permit-per-hunter limit with the permit valid for only one specified parcel. If the lottery is under subscribed, an applicant may apply in person at Town Hall for a second specified parcel on a first come first serve basis. When applying for a permit, an applicant can specify which of the six identified parcels they wish to hunt in order of preference. Hunters are not guaranteed their first choice. Locations will be assigned based on the highest order of preference still available at the time of the assignment,

Applicants shall use their Massachusetts hunting license number to apply for their permit. If permit is issued, this ID number must be affixed to any tree stand or blind left unattended on Select Board parcels. It must also be visible on their vehicle dashboard, and be available on their person while hunting on Select Board parcels.

Lottery applicants shall be required to sign a statement saying that they have read and understand the Policy and agree to comply with the Policy. Individuals approved for a permit will be issued a permit, a copy of the Hunting Policy, and a map showing trail locations.

The Select Board may revoke a hunting permit in its sole discretion at any time. The Board shall provide the reason(s) for such revocation. The Select Board shall notify the permit holder of the date and time the subject will be discussed, and the permit holder will have the opportunity to be heard.

Hunter Conduct

Hunters must contact the Police Department business line at phone number (978) 399-2345 on the night before or day of hunting with their name, permit and license plate numbers, and hunting location.

Hunters must use a tree stand, or ground blind. No still hunting or stalking is permitted, except for tracking previously shot game.

On Select Board parcels, permanent stands, or stands that permanently damage trees are not allowed. Portable stands or blinds must be removed within 31 days of the completion of the hunting season. Any portable stands, blinds or other items of personal property left behind after the expiration of said 31 days will be considered abandoned and may be disposed of by the Town with no right of compensation to the owner. Owner identification, (permit ID number) shall be affixed to any stand or blind left unattended. Stands or blinds on Select Board parcels not meeting these requirements may be removed by the Town.

No hunter shall erect a tree stand or ground blind within 50 feet of a "designated trail". No shots shall be released that might reasonably be expected to cross a designated trail or impact within the boundary zone. Designated trails will be specified and made available by the Select Board prior to each year's hunting permit lottery.

The Town is not responsible for loss or damage of tree stands or other hunting equipment, and is not responsible for any injuries resulting from their use.

Hunters are responsible for the removal of their own litter, debris, and arrows.

Hunters shall not damage or otherwise alter the Town's property by the removal of vegetation or branches or otherwise, reasonable wear and tear excepted.

Hunters should be considerate of where they field dress their game. Hunters must stay at least 150 feet away from private property, roads, parking areas, standing or flowing water while field dressing game.

The Town encourages hunters to take advantage of the state's antlerless deer lottery and to take antlerless deer (does) whenever legally possible.

Permit holders agree that they shall use the Select Board parcels at their own risk, and the Town shall not be liable to permit holders for any injury or death or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the permit holder, or of anyone claiming by or through any of them, that are brought upon the Select Board parcels, except if such

injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents, contractors or invitees.

Permit holders agree to indemnify, defend and hold harmless the Town, and all of its boards, committees, commissions, employees, officers, agents, and volunteers against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property caused by or relating in any way to the permit holder's use of the Selectmen's parcels.

Hunting Seasons

Permit hunting on Select Board parcels is allowed only from September 1st through December 31st in accordance with Massachusetts state law as may be amended from time-to-time

Any game species with an open season between September 1st and December 31st inclusive may be hunted as per Massachusetts state law. Seasons are available at:

<http://www.mass.gov/eea/agencies/dfg/dfw/>

Select Board Responsibilities

Signage

All trail entrances identified for setbacks by the Select Board shall be clearly marked that Archery Hunting by Westford Permit Only is occurring from September 1st through December 31st and that more information is on the town web site (e.g. westfordma.gov/hunting). The sign should recommend that trail users wear orange during hunting season. Sign placement shall be determined with input from abutting owners.

Notification Requirements

Notification of lottery will take place in July with hunting permit applications due by the end of the first week in August and the hunting permit lottery held by the end of the second week in August, and with advertising done via local media, town website and email notification. Hunting permits are valid from September 1st through December 31st.

Hunting Seasons shall be available through links from Town Website to Massachusetts Fish and Wildlife no later than February 1st. Town email reminders regarding the lottery system shall be broadcast no later than July 1st. Town emails identifying parcels for which permits have been issued shall be broadcast no later than August 25th. Each email shall include links to Town regulations and a link to the *State Abstracts*.

Approved by the Board of Selectmen on 10/14/2014

Amended by the Board of Selectmen on 10/28/2014

Amended by the Select Board on 10/25/2022



TOWN OF WESTFORD
 TOWN HALL
 55 Main Street
 WESTFORD, MA 01886
 Telephone (978) 692-5501 Fax (978) 399-2557

Lottery/Application Form: Bow Hunting Permit

Please complete the form below and attach a copy of your valid Massachusetts Hunting license to this form. The Release and Hold Harmless agreement must be signed in order for your name to be entered into the bow hunting permit lottery.

Name: _____

Address: _____

Phone Number: _____

Email: _____

Valid Massachusetts Hunting License Number: _____

I have read, understand and agree to comply with the Westford Hunting Policy, available at www.westfordma.gov/hunting:

 Signature Date

**Below, please indicate preferred parcels to hunt:
 Number 1 being the most desirable, to number 7 being the least desirable**

Preference Number	Parcel	*Parcel Number	Name/Address	Acreage	Hunters
	A	027 0229 0000	Tadmuck Swamp North, Tadmuck Rd.	100.8	10
	B	023 0046 0000	Tadmuck Swamp South, Littleton Rd.	24	2
	C	035 0101 0000	Behind New Highway Garage, North Main St.	44	4
	D	059 0047 0000	Behind Police/Fire Stations, 53 Main St.	30	3
	F	025 0015 0000	Old Landfill/New Meadow, Cold Spring Rd.	17.02	2
	G	043 0013 0000	Behind Nab Golf Course, Groton Rd.	1.28	1

* Refer to Westford GIS for more information on these parcels.



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Release of Claims, Indemnity and Hold Harmless Agreement

****Please read this section thoroughly before completing and signing****

I, _____, in consideration of the opportunity to hunt on land owned by the Town of Westford ("Town"), do hereby forever release the Town, and all its departments, commissions, officials, employees, agents, board members and any and all individuals and organization (the "Releasees") from any and all claims, injuries, rights and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from any and all personal injuries to myself or property damage resulting from my hunting activities on Town land. I hereby further covenant for myself, my successors and assigns not to sue the Releasees, on account of any such claim, action, demand or liability, which I may have as the direct or indirect result of my hunting on Town owned land and all activities related thereto. I further acknowledge that my acts as a hunter are voluntary and may expose me or my property to injury, damage or risks. I therefore am deciding to hunt assuming all risk of injury to my person or property arising from said hunting activities and assume and agree to pay all damages and costs that occur as a result of my hunting acts. I am fully aware that by signing this document I am releasing the Releasees from any and all liability.

I further on behalf of myself promise, to indemnify, reimburse, defend and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself or others, and/or property damage resulting from said hunting in the Town.

I am fully aware that by signing this document I am releasing on behalf of myself the Releasees from any and all liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Releasees on behalf of myself from all liability and defend and indemnify the Releasees for liability relating to any accident, property damage, injuries and/or death that may occur as a result of said hunting in the Town.

Signature and Date