

Jeff Cyr, Chair
Nicole Casolari, Vice Chair
Carol Constant, Clerk
Andrea Miles
Renee Sweeney

Lisa Wong
Town Administrator

HYBRID

SELECTBOARD MEETING AGENDA

TUESDAY, FEB. 3, 2026 - 7 P.M.

SOUTH HADLEY SENIOR CENTER MULTI-PURPOSE ROOM

Join Zoom Webinar from your computer:

<https://us02web.zoom.us/j/84128113462?pwd=H383I7TgPN0d7UDKNXYbZLaM9IIOs2.1>

By phone: +1 646 558 8656 | **Webinar ID:** 841 2811 3462 | **Passcode:** 688171

Watch live on SHCTV Channel 15 or <https://shctv15.com/watch-live/>

Note: Not all topics listed here may be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice. This meeting may be audio and/or visually recorded.

1. CALL TO ORDER

2. ANNOUNCEMENTS / PUBLIC COMMENT

3. BUDGET TASK FORCE - PUBLIC COMMENT PERIOD

4. APPROVAL OF MINUTES

Draft Minutes of Jan. 20, 2026

5. CONSENT AGENDA

- A. Two One-Day Beer & Wine License Requests from Kathleen Van Winkle for Feb. 13 and March 13 at Gaylord Library.**

Documents:

[OD-197.PDF](#)

6. TRI-ANNUAL INTERVIEWS

- A. George Francis - Veterans Council**
- B. Stephen A. Romeo - Veterans Council**
- C. Adam Jajko - Conservation Commission, Veterans Council**
- D. Olivia Aguilar - Sustainability Energy Commission**
- E. Robert Szklarz - Historical Commission**

Documents:

[GEORGE FRANCIS.PDF](#)
[STEPHEN A. ROMEO.PDF](#)
[ADAM JAJKO.PDF](#)
[OLIVIA AGUILAR.PDF](#)
[ROBERT SZKLARZ.PDF](#)

7. NEW BUSINESS

- A. IGM Contract Renewal**
- B. Redevelopment Authority Proposal**
- C. Cable Advisory Committee establishment**
- D. D. 35 Carew and 10 Prospect sale**

Documents:

[A. SOUTH HADLEY-IGM CONTRACT EXTENSION ACCEPTED 21825 SIGNED.PDF](#)
[A. IGM CONTRACT 2019.PDF](#)

- A. THE LEDGES OPERATIONS REPORT 2025_12.PDF
- B. FY27 BUDGET REQUEST.PDF
- B. FEBRUARY 2026 NEWSLETTER.PDF
- C. CABLE ADVISORY COMMITTEE ESTABLISHMENT.PDF

8. OLD BUSINESS

- A. Budget
- B. Health Insurance Update

9. RESIGNATIONS

- A. Accept the resignation of Mitch Resnick from the Board of Library Trustees and vote to place the position on the April town election ballot

Documents:

- ELECTED POSITION VACANCY FOR 2026 ATE (1).PDF

10. ADJOURN

Record No: OD-197

1 Day Alcohol License

Status: Active

Submitted On: 1/24/2026

Primary Location

No location


Owner

No owner information

Applicant

 Kathleen Van Winkle
 [Redacted]
 [Redacted]
 47 College St
South Hadley, Ma 01075

Applicant Email

Check this box if the applicant does not have an email address. 



Applicants CANNOT purchase alcoholic beverages from a package store. Per the ABCC, please see the list of authorized sources from which to purchase alcohol here: <https://www.mass.gov/info-details/apply-for-a-special-license-or-permit-abcc>

APPLICATIONS MUST BE SUBMITTED AT LEAST TWO WEEKS IN ADVANCE OF AN EVENT. APPLICATIONS SUBMITTED LESS THAN TWO WEEKS IN ADVANCE WILL NOT BE ACCEPTED FOR REVIEW BY THE SELECTBOARD.

Permit Info

Permit For*

1 Day Beer and Wine

Check This Box to Request Multiple Dates

Number of Dates Requested

2

Check This Box If Event(s) Is/Are Being Held On Town Property

Check this box to acknowledge that individual applicants can be approved for up to 30 permits per year. *

Event Details

Date of Event*	Alternate Date
02/13/2026	03/13/2026
I acknowledge that the alternate date is only valid if the event is rescheduled.	Name or Organization Hosting Event*
<input checked="" type="checkbox"/>	Gaylord Memorial Library Association
Street address of where the event is held*	Hours of event operation (Ex. 8:00 AM - 5:00 PM)*
47 College St	5:00 PM - 7:30 PM

Hours during which alcohol will be served *

5:30-7:30

Describe in a paragraph specific details of the event and what is taking place.*

Wine tasting and light snacks, as a fundraiser.

Provide a description of where alcohol will be sold and consumed on site.*

In the rotunda

Describe how you will designate to where alcohol sales and consumption will be limited on site.*

Let guests know upon entry.

Date of Event*

03/13/2026

Alternate Date

04/10/2026

I acknowledge that the alternate date is only valid if the event is rescheduled.



Name or Organization Hosting Event*

Gaylord Memorial Library Association

Street address of where the event is held*

47 College St

Hours of event operation (Ex. 8:00 AM - 5:00 PM)*

5:00 PM - 7:30 PM

Hours during which alcohol will be served *

5:30 PM- 7:30 PM

Describe in a paragraph specific details of the event and what is taking place.*

Wine tasting and light snacks as a fundraiser for the organization

Provide a description of where alcohol will be sold and consumed on site.*

In the rotunda

Describe how you will designate to where alcohol sales and consumption will be limited on site.*

Let guests know upon entry.

Signature

I acknowledge that issuance of a 1 Day Alcohol license does not exempt me from additional licensing requirements (ex. entertainment license, mobile food permit, etc.).*



By checking this box and typing my name I do hereby certify under the pains and penalties of perjury that the information provided in this application is true and correct.*



Type your full name*

Kathleen Van Winkle

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>

Sun, Nov 23, 2025 at 3:07 PM

Reply-To: noreply@civicplus.com

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, zingram@southhadleyma.gov

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: When submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose up to TWO From the Following Veterans Council

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee to which you wish to apply. Veterans Council

Please give any details regarding your interest in this appointment. I'd like to be able to help plan Veterans events in town.

Please Provide the Following Information

Name: George Francis
Email: [Redacted]
Address1: 17 SUMMIT ST
Address2: Field not completed.
City: SOUTH HADLEY
State: MA
Zip: 01075
Primary Phone: [Redacted]
Alternate Phone: [Redacted]
Cell Phone: [Redacted]

General Questions

Are you a registered voter in the Town of South Hadley? Yes
Are you a Town Meeting Member? No
Is any of your immediate family employed by the Town of South Hadley? No

Do you now or have you previously served in town government?	Yes
If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	Town of South Hadley Veterans Grave officer 2015 - 2023 Town Meeting Member Precinct C 2013 - 2017 (?) Golf Commission member 2012 - 2016 (?)
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	I am a US Coast Guard, Vietnam era Veteran, current member of South Hadley American Legion Post 260 Honor Guard, former Town of South Hadley Veterans Grave officer, former Town Meeting Member, and a past (2023) South Hadley Veteran of the year. I believe my dedication to Veterans would be an asset to the council.
Please list any additional information you think may be helpful in reviewing your application.	I have participated in most of the Veterans events in South Hadley for the past 10 years, including Memorial Day, Veterans Day, The B24 memorials, Vietnam Veterans Day, and have been part of the Honor Guard honoring multiple Veterans interred in South Hadley, and elsewhere.
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	David Mendoza recommended I join the Veterans Council.
Upload a Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>

Mon, Nov 24, 2025 at 3:33 PM

Reply-To: noreply@civicplus.com

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, zingram@southhadleyma.gov

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: When submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose up to TWO From the Following Veterans Council

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee to which you wish to apply. *Field not completed.*

Please give any details regarding your interest in this appointment. As a Veteran was approached about signing up for the council to help get it off the ground and moving forward.

Please Provide the Following Information

Name Stephen A. Romeo

Email [REDACTED]

Address1 14 Bengier Ave

Address2 *Field not completed.*

City South Hadley

State MA

Zip 01075

Primary Phone [REDACTED]

Alternate Phone *Field not completed.*

Cell Phone: [REDACTED]

General Questions

Are you a registered voter in the Town of South Hadley? Yes

Are you a Town Meeting Member? No

Is any of your immediate family employed by the Town of South Hadley? No

Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Veteran with skills in construction industry. Prior enlisted service in Air Force, VFW Member
Please list any additional information you think may be helpful in reviewing your application.	Was recommended by director of veterans services Chris Plotniak, and current veterans council members David Mendoza and Thomas Genezko
How did you learn of the vacancy you are applying for?	Another Resident, Other
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Other Council members and Veteran Services
Upload a Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>

Sat, Nov 8, 2025 at 9:34 PM

Reply-To: noreply@civicplus.com

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, zingram@southhadleyma.gov

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: When submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose up to TWO From the Following Conservation Commission (Associate & FT), Veterans Council

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee to which you wish to apply. Conservation commission Veterans council

Please give any details regarding your interest in this appointment. Field not completed.

Please Provide the Following Information

Name Adam Jajko
Email
Address1 20 Valley View Drive
Address2 Field not completed.
City South Hadley
State MA
Zip 01075
Primary Phone
Alternate Phone Field not completed.
Cell Phone:

General Questions

Are you a registered voter in the Town of South Hadley? Yes
Are you a Town Meeting Member? No
Is any of your immediate family employed by the Town of South Hadley? No

Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	BS Forestry Forest management background Retired active duty Army 26 years
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Town Website
If you indicated another resident or other above, please provide the resident's name or provide additional details.	<i>Field not completed.</i>
Upload a Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>

Wed, Dec 10, 2025 at 8:54 PM

Reply-To: noreply@civicplus.com

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, zingram@southhadleyma.gov

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: When submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose up to TWO From the Sustainability & Energy Commission
Following

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee to which you wish to apply.

Field not completed.

Please give any details regarding your interest in this appointment.

I am the Director of the Center for the Environment at Mount Holyoke College and hope to represent the college in this committee.

Please Provide the Following Information

Name	Olivia Aguilar
Email	[REDACTED]
Address1	84 Park St.
Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	<i>Field not completed.</i>

General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No

Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	environmental and sustainability knowledge board member experience educator
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Other
If you indicated another resident or other above, please provide the resident's name or provide additional details.	The committee reached out
Upload a Letter of Interest	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Application for Appointment to Board, Commission, or Committee

noreply@civicplus.com <noreply@civicplus.com>

Sat, Jan 24, 2026 at 2:06 PM

Reply-To: noreply@civicplus.com

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, zingram@southhadleyma.gov

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

Before the Selectboard or other appointing authority makes appointments, they would like to know a little about you and why you feel you could contribute to the board or committee. Please take a few minutes and complete the brief expression of interest information below and click submit to send your application for consideration.

Please Note: When submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.

Choose up to TWO From the Following Other

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee to which you wish to apply. Historical commission

Please give any details regarding your interest in this appointment. As chair of South Hadley Historical society's Sycamore/Rawson house committee, I feel i would be a good fit for this appointment. I also own a home improvement company in town that has worked on multiple old structures in our community, while maintaining their architectural appearance. I am also a town planning board member with a great sense of commitment to the long term sustainability of our community. Thank you for your consideration. Robert Szklarz

Please Provide the Following Information

Name Robert Szklarz
Email
Address1 566 Amherst Rd
Address2 Field not completed.
City South Hadley
State Ma
Zip 01075
Primary Phone
Alternate Phone Field not completed.
Cell Phone: Field not completed.

General Questions

Are you a registered voter in the Town of South Hadley? Yes
Are you a Town Meeting Member? No

Is any of your immediate family employed by the Town of South Hadley?	No
---	----

Do you now or have you previously served in town government?	Yes
--	-----

If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	Currently on planning board.
--	------------------------------

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	My profession brings me in close contact with preserving historic homes throughout the Pioneer valley. Currently chair sycamore committee and have been a member for 17 years
--	---

Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
--	-----------------------------

How did you learn of the vacancy you are applying for?	Other
--	-------

If you indicated another resident or other above, please provide the resident's name or provide additional details.	Facebook post directed me to website
---	--------------------------------------

Upload a Letter of Interest	<i>Field not completed.</i>
-----------------------------	-----------------------------

Email not displaying correctly? [View it in your browser.](#)

AGREEMENT FOR LIMITED EXTENSION AND AMENDMENT OF CONTRACT BETWEEN THE
TOWN OF SOUTH HADLEY AND INTERNATIONAL GOLF MAINTENANCE, INC. FOR
OPERATIONAL SERVICES AT THE LEDGES GOLF CLUB

This Agreement is by and between the Town of South Hadley, a Massachusetts municipal corporation with offices at 116 Main Street in South Hadley, Massachusetts (the “Town” or “South Hadley”) and International Golf Maintenance, Inc., with an address of 5385 Gateway Boulevard, Suite 12, Lakeland, Florida (“IGM”), (collectively the “parties”).

WHEREAS, the Town and IGM previously entered into a certain Contract dated September 11, 2018, and referenced within said Contract as entered into on January 3, 2019, where IGM would perform complete operational services for the Ledges Golf Club owned by the Town and further as outlined in the Request for Proposal (RFP) issued by the Town and incorporated into said Contract;

WHEREAS, according to the Contract, its term “can be extended for four (4) more one (1) year extensions;

NOW THEREFORE, the parties agree as follows:

1. The term of the Contract is hereby extended to June 30, 2026, at which time it shall terminate, unless further extended according to the provisions of the Contract. As the Contract provisions require, the fee for this additional year of services was mutually negotiated by the parties to entail
 - \$847,212 in Operations Expenses
 - \$715,797 for IGM Maintenance Fees
 - \$39,900.00 for the Operations Management Fee

to be paid by the Town to IGM.

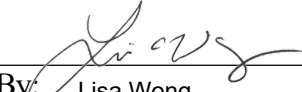
The sole purpose of this Agreement is to extend the end date of the Contract and not to add any additional services or fees not previously agreed upon by the Parties under the Contract or this Agreement. IGM hereby agrees to waive the requirement that the Town shall have given it notice of its intent to extend the term of the Contract beyond the initial five (5) year term and the terms of the Contract shall be considered to be altered to that effect by this Agreement. IGM’s signing of this Agreement shall hereby serve as its acceptance of the extension of the term by one year.

2. The remainder of the provisions of the Contract are hereby ratified and unchanged. In the event of a conflict between any clause of the Contract and this Agreement, the terms and provisions of this Agreement shall control.
3. This is a Massachusetts contract that may only be enforced in a Massachusetts Court of competent jurisdiction.
4. This Agreement may be executed in multiple counterparts. Facsimile and scanned signatures shall be deemed sufficient to bind the parties, provided that original signature copies shall be retained.
5. This Agreement and the underlying Contract may be further amended only by a written instrument, executed by all parties.

AGREED AND ACCEPTED

TOWN OF SOUTH HADLEY

IGM


By: Lisa Wong
Its: Town Administrator,
Dated: Feb. 18, 2025

By: _____
Its: _____,
Dated: _____

TOWN OF SOUTH HADLEY

RECEIVED
TOWN OF SOUTH HADLEY
TOWN CLERK'S OFFICE

CONTRACT

2018 SEP 20 AM 8:37

DATE: 9/11/2018

This Contract is entered into on January 3, 2019 by and between the Town of South Hadley, 116 Main Street, South Hadley, MA 01075 (the "Town"), and

["Contractor" or "IGM"]

INTERNATIONAL GOLF MAINTENANCE, INC.
5385 Gateway Boulevard, Suite 12
Lakeland, Florida 33811

AGREEMENT made as of January 3, 2019 by and between the TOWN OF SOUTH HADLEY, a Massachusetts municipal corporation with a place of business at 116 Main Street, South Hadley, Massachusetts, acting by and through the South Hadley Selectboard (the "Town"), and INTERNATIONAL GOLF MAINTENANCE, INC. (IGM), a Delaware corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 5385 Gateway Boulevard, Suite 12, Lakeland, Florida 33811. This agreement will be in place unless dissolved or extended, as outlined within until January 3, 2024, with an option allowing five (5) one (1) year mutually agreed extensions however it will not exceed ten (10) years in its entirety.

The Town sought an entity to perform complete operational services and further as outlined in the Request for Proposal (RFP) (attached) for the Ledges Golf Club (the "Ledges") owned by the Town. The complete operational services are as defined in this agreement, the RFP submitted by IGM and any subsequent signed addendums which may be mutually executed at a future date. In order to choose an entity for performing the complete operational services at the Ledges the Town issued a request for proposals. IGM responded to the request for proposals and is by this agreement awarded the contract to perform the complete operational services described in the request for proposals at the Golf Club and this agreement. The parties are desirous of setting forth the terms for IGM's performance of the complete operational services at the Golf Club. The parties therefore agree as follows:

1. This is a Contract for the procurement of the following:

Services to be performed. IGM will be responsible for the maintenance, pro-shop and restaurant operations at the Ledges and as further described in a document captioned “Request for Proposals” – Management and Maintenance- Ledges Golf Club – March 7, 2018” issued by the Town and more directly articulated in the “Action Plan” articulated in the IGM proposal dated April 27, 2018 which includes but is not limited to team member focus, facility presentation, yield management, golf shop operations, marketing, food/beverage operations, community involvement and course conditioning, and all other Contract Documents, each document being attached and incorporated into this Agreement as if fully set forth herein.

All provisions of the RFP, including all exhibits thereto, which pertain to the contract for the Golf Club are specifically incorporated by reference in this Agreement. To the extent of any inconsistency between this Agreement and the terms of the RFP and IGM’s response to the RFP then the terms of the RFP and IGM’s response shall control.

2. The Contract price to be paid to the Contractor by the Town is:

For performance of the services described in this Agreement, the Town agrees to pay IGM the following amounts:

	Operations Expense	IGM Maintenance Fee	Operations Management Fee
Year 1	\$ 609,899.00	\$ 547,928.00	\$ 36,000.00
Year 2	\$ 626,734.00	\$ 547,928.00	\$ 36,000.00
Year 3	\$ 644,075.00	\$ 556,597.00	\$ 36,000.00
Year 4	\$ 661,935.00	\$ 556,597.00	\$ 36,000.00
Year 5	\$ 680,332.00	\$ 565,396.00	\$ 36,000.00

Option Years

- Option Year 1 to January 15, 2025 (To be mutually negotiated per section six (6) of this agreement)
- Option Year 2 to January 15, 2026
- Option Year 3 to January 15, 2027
- Option Year 4 to January 15, 2028
- Option Year 5 not to exceed January 15, 2029

3. Payment will be made as follows:

The foregoing monthly payments shall be made in arrears by the first day of the month following the month with exception of November and December in which the services were performed. It shall include the ten (10) percent of annual cost in the preceding schedule (#3). The management fee of \$36,000 will be paid in twelve (12) equal monthly installments of Three Thousand Six Hundred Dollars (\$3,600.00) each month including January and February. The Town shall not be obligated to make any additional payments to IGM other than those set forth above except by the mutual agreement of the Town and IGM. IGM will invoice monthly and payment will be made within fifteen days of receipt.

With each monthly invoice, IGM will supply the Town a monthly report which will include player rounds, golf shop revenues/expenses, restaurant revenues/expenses, along with a summary of course trends or deficiencies. This summary should accompany invoice when possible and be sent to:

Town of South Hadley
Attn. Recreation Director Andrew Rogers
116 Main Street
South Hadley, Massachusetts
01075

4. Bond:

IGM shall provide the Town with the performance bond equal of \$100,000, obtain the appropriate insurance coverage and provide the insurance certificates to the Town. IGM will obtain a liquor liability policy sufficient to reasonably protect their interests, as well as the Town. The "Town of South Hadley" will be a named insure on all required insurance policies, including but not limited to, liquor liability, property, and casualty policies, by IGM on all policies relevant under this agreement.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract unless otherwise mutually agreed to in writing by the Town and IGM.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Agreement shall be in effect for an initial period of five (5) years, from January 15, 2019 to January 15, 2024, unless terminated sooner or extended as provided in this Agreement. In the event that the Town or IGM wishes to extend the term of this Agreement after completion of the initial five (5) year term, the Town or IGM shall give written notice to the other party one hundred eighty (180) days prior to the termination date (January 15, 2024). The respondent shall return notice of its acceptance or denial one hundred fifty (150) days prior to the termination date.

This agreement can be extended for five (5) additional one (1) year extensions Nothing written or expressed in this agreement would exclude future agreements, as allowed by law.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town and/or IGM may terminate this Contract on no less than ninety (90) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid in full for services rendered to the date of termination pursuant to the fee schedule set forth in Paragraph 2 above. The Town will accept responsibility for the balance of contracts associated with the Ledges Golf Course

from secondary parties, by way of example only, golf carts, telephone services, cable services, etc. from the date of termination going forward. In the event that IGM terminates the Agreement without cause, the Town will no longer be obligated to pay, and may cease payment of, the remaining Annual Management Fee referenced in Paragraph 2 of this Agreement upon receiving IGM's notice of termination

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract with fourteen (14) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay; Force Majeure

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

Force Majeure. In the event of acts or occurrences beyond the control of IGM, including, without limitations, acts of God, fire, flood, riots, hurricanes, severe, unusual or unseasonable weather or climatological changes, IGM shall be excused from the performance of affected services under this Agreement during the period of such acts of occurrences. Any monthly fees to be paid by the Town to IGM shall be reduced by the Town's good faith estimate of value of the services which were not performed by IGM as a result of any of the foregoing conditions.

Without limitation, the parties agree that services to be performed essentially in concert with nature, and the unusual or severe weather may inhibit performance of services pursuant to this Agreement. To the extent that IGM intends to claim that any of the foregoing circumstances prohibit IGM from performing any services pursuant to this Agreement, IGM shall immediately notify the Town by telephone and shall follow up by written notice to the Town within 24 hours, such notices to set forth those conditions which IGM claims prohibit it from performing the services in a timely manner. The Town agrees to make a good faith determination as to whether IGM was justified in its claim that the foregoing conditions prohibited it from performing any services. Additionally, the parties agree that the Town shall be responsible for the repair or replacement of facilities at the Golf Club, including shrubbery and trees, which may be damaged by unusual or severe weather.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of South Hadley shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis,

determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency’s practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Selectboard or its designee (Town Administrator); and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of South Hadley unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of South Hadley shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees,

and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of South Hadley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom. (Waived in this agreements by Town Administrator)
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident. (Waived in this agreements by Town Administrator)
- c. Liquor Liability Insurance sufficient to reasonably to protect both parties in that the Town will be a named insured on said policy.
- d. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- e. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA"

or “ACORD” Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage’s shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- f. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker’s compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

Notwithstanding the above, IGM will provide the Town a roster of employees and their legal

address and notify the Town of any changes within sixty (60) days. The Town should be provided with a copy of employee policies and standards annually.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Without limitation of the above, IGM will allow at least "read access only" to all point of sale systems and provide information, data and reports as necessary to the Town or their agent related to revenues and or expenses in order to reconcile deposits and receipts. Furthermore, IGM will cooperate with the Town in developing acceptable practices related to deposits, billing and other associated fiscal process.

26. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedy available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

27. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

28. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts located within Hampshire County, Massachusetts or the federal district court sitting in Springfield, Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

29. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the following:

(a) If intended for the Town:

Town of South Hadley
116 Main Street
South Hadley, Massachusetts 01075

ATT: South Hadley Selectboard
c/o M Sullivan Town Administrator

(b) If intended for IGM:

International Golf Maintenance, Inc.
5385 Gateway Boulevard, Suite 12
Lakeland, Florida 33811

ATT: Eric Burk, CFO

or such other addresses as either party hereto may from time to time direct by service of notice to the other party as provided above. Any such notices, demands, and communications shall be deemed given on the date the same are sent in accordance with this Paragraph.

30. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

31. Entire Agreement:

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

32. Miscellaneous Conditions:

Community Involvement. It is the Town's desire for IGM to provide community support by way of volunteering, nominal sponsorships or donations to various Town events or groups when possible and acceptable to IGM. The Town seeks to increase citizen access to the Ledges Golf Course for South Hadley residents by way of both golf and non-golf related activities, both during the golf season and off season. Including, but not limited to hiking, cycling, birding, snow shoeing, non-profit fund raising or other safe and legal activities. IGM involvement in promoting, devising, sponsoring or otherwise partnering with the "Town" or other groups is encouraged by this agreement. Efforts or attempts to achieve these goals should be regularly noted in the monthly report to the Recreation Director.

Liquor License the Ledges all alcohol license will be held in the name of the municipality, with a responsible party agreeable to the Town and IGM to be listed as the "manager", approval of said manager must be certified by the Massachusetts Alcohol Beverage Control Commission standards to serve and oversee operations of an establishment serving alcohol. The manager will be responsible for training, directing and overseeing staff in relationship to this clause. The license may not be pledged as an asset by IGM and/or the manager for any reason. The license will revert to the Town upon termination of this agreement.

Equipment, Fixtures, Furnishings, Structures, Etc. IGM is responsible to maintain all equipment, fixtures, furnishings and structures in their custody for use in the operation. The "Town" retains ownership of all equipment inventoried and signed by both parties at the start of this agreement. There should be proper maintenance given to all systems and a log kept of all maintenance by IGM. The "Town" is responsible to replace or repair any inventoried item related to the operation of the course and facility as the owner of said equipment, fixtures or furnishings and structures, so long as the need for replacement and/or repair of any such inventories item is the result of normal wear and tear to the inventoried item and is not the result of IGM's negligent and/or willful misuse of the inventoried equipment, furnishing, fixtures and structures . The "Town" is not responsible for any additional equipment fixtures, furnishings, and structures unless agreed upon by both parties.

Budget/Rates IGM will prepare for the Town each year by or before October 15th a proposed operating budget, a proposed rate schedule, and a revenue projection based on those proposals for the subsequent fiscal year. IGM will present a list of known or suspected capital needs for the entire property. The list will prioritize those needs to reflect a five year plan. The Selectboard will meet or direct Administration to meet with IGM to develop a budget for the successive fiscal year.

The Town Administrator will notify IGM of the final recommendation to be presented to Town Meeting as to the proposed budget no later than the following April 15th.

Availability IGM will make appropriate personnel available to the South Hadley Selectboard, the Ledges Golf Commission and the Recreation Director when reasonable notice is given to discuss matters related to the Ledges' operation. Any and all other requests to appear before a public body must be approved and arranged by the Selectboard or Town Administrator acting as the agent of the Selectboard.

The foregoing provisions apply to all contracts to which the Town of South Hadley shall be a party.

If this Contract is for Construction, the following provisions will apply:

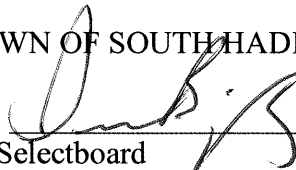
See Request for Proposal and initial inventory of goods, furnishing, fixtures, equipment and structures as a supplement to this agreement attached hereto.


[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

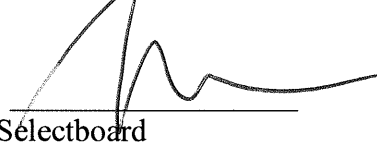
IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

Executed as a sealed instrument as of the date first written above.

TOWN OF SOUTH HADLEY

By: 
Selectboard

By: 
Selectboard

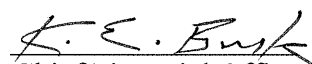
By: 
Selectboard


By: _____
Selectboard


By: _____
Selectboard

Representing a majority of the
South Hadley Selectboard

Authorized by
INTERNATIONAL GOLF
MAINTENANCE, INC.

By: 
Chief Financial Officer
Eric Burk,

By: 
Vice President, Operations
Steve Gano

By: 
President - CEO
Ron E. Jackson

GOLF OPERATIONS REPORT

Fall 2025



International Golf Maintenance
5385 Gateway Blvd. Suite 12
Lakeland, FL 33811
P: 800-413-5500
golfmaintenance.com



General Comments

The 2025 golf season began with untimely rainfall in the spring and ended with below average temperatures in November. Inclement weather can negatively impact usage and revenue greatly. Regardless of the weather challenges at the beginning and end of the season, revenue for the 2025 golf season (Jan – Dec 12th \$1.728M) was very similar to the 2024 totals (\$1.729M) when we had better than average weather. Considering the challenges, the season was a success.

The season began with losing twelve weekend days due to precipitation. These days are the most profitable for most golf operations. Weather impacted November's results significantly due to a lower average daytime high temperature of 49 degrees versus 56 degrees in 2024. In addition, frost delays were more frequent in November of 2025 impacting nearly 55% of morning tee times offered during the month. Had the weather cooperated in November alone and matched the month of November of 2024, revenue would have surpassed \$1.75M.

Customer service continued to be offered at a high-level with a significant number of rave reviews being reported about our new Golf Professional, Ed Lockard. Ed made an enormous impact on the operation!

In addition to a spectacular first season with our new Golf Professional, our Superintendent, Amanda Fontaine continued to impact the golf industry bringing notoriety and acclaim to The Ledges' operation. Amanda presented Turf Winter Kill study findings at the New England Turf Conference and contributed to the "Wonderful Women of Golf" campaign in their industry podcast, ABC 5 Chronicle article, Golf Course Industry Magazine and in Golf Digest features.

The Course won the Gazette Reader's Choice Awards for Best Local's Golf Course and Best Driving Range, the course was rated #6 in Massachusetts by Golf Pass, and player ratings on Golf Pass are holding steady at 4.6 stars. Feedback indicated that the course "value" is still Excellent, but our "pace of play" continues to be an area where we could improve. Much of the discussion from the recent operational review revolved around increasing rounds. However, we must be mindful that if we increase rounds, it could have a negative impact on pace of play and subsequently player satisfaction. Since "value" is still rated as Excellent, we see opportunity in increasing rates during certain times and certain days to drive further revenue growth, i.e. Friday, Saturday and Sunday mornings during season. This will protect course conditions and player satisfaction.

FY26 was trending better than Jul – Oct in FY25, but the relatively slow November caused a slight dip in the numbers. A strong membership drive has allowed us to recapture some of the lost revenue from a poor weather November. Overall, FY26 has started identical to FY25 with total sales of \$1.045M (Jul – Dec).

2026 marks the 25th anniversary of Ledges Golf Club celebrating a quarter century of unforgettable rounds, lasting friendships, and a shared love of the game. Since opening its fairways 25 years ago, the course has become known as one of the area's finest tests of golf while maintaining extraordinary playing conditions. Exciting club events will take shape as we honor this remarkable milestone that will be celebrated by our members, golfing patrons and the South Hadley community.



2025 Events and Charities Benefited

- USGA Junior Amateur Qualifier
- South Hadley High School Golf Team*
- UMASS Police
- Holyoke Regional YMCA
- South Hadley / Granby Chamber
- East of the River Five
- Human to Human
- Luke Stronger
- UMASS Football
- South Hadley Food Pantry
- Galaxy Community Council
- Worcester County Seniors
- Glow Ball
- Numerous leagues and smaller events

*228 rounds and 55 bags of range balls were donated to South Hadley High School

2025 Operational and Course Accomplishments

- New golf carts
- New range mats
- Took delivery of two new rough mowers and a large fairway and rough blower
- Paved cart paths on holes 2, 4, 9 and leading to the bridge
- Replaced tee sprinklers on 1-9, 10, 11, 17 and 18
- Repaired numerous irrigation control wires
- Removed rock shelf in 18 fairway
- Resodded 3 green's collar
- Installed new drainage on hole 2

2026 Goals

- Install automated range ball dispenser
- Host week long Junior's Camp in cooperation with the South Hadley Recreation Department
- Host Member-Member and Member-Guest event
- Hold a season opener member's only event
- Enhance service with a dedicated Greeter in front of the Clubhouse on Friday, Saturday and Sunday mornings
- Host USGA / UMASS / First Green event for industry education and community outreach

2026 Proposed Rate Structure

Daily Fees

Weekday (Mon - Thu) - 18 holes	2025		2026	
	Walking	Riding	Walking	Riding
Resident	\$ 38	\$ 58	\$ 38	\$ 58
Senior Resident (62+)	\$ 32	\$ 52	\$ 32	\$ 52
Non-Resident	\$ 40	\$ 60	\$ 42	\$ 64
Non-Resident (62+)	\$ 33	\$ 53	\$ 35	\$ 55
Military & Student (With ID)	\$ 30	\$ 50	\$ 35	\$ 55
Junior (13-17)	\$ 15	\$ 25	\$ 15	\$ 25
Junior (12 and under)	\$ 10	\$ 25	\$ 10	\$ 25

Weekend (Fri - Sun) - 18 holes	2025		2026	
	Walking	Riding	Walking	Riding
Non-Resident	\$ 50	\$ 70	\$ 55	\$ 75
Non-Resident (1pm-4pm)	\$ 44	\$ 64	\$ 46	\$ 66
Resident			\$ 50	\$ 70
Resident (1pm-4pm)	\$ 44	\$ 64	\$ 44	\$ 64
Twilight (4pm-5:30pm)	\$ 38	\$ 50	\$ 40	\$ 52
Military, Senior & Student (After 1pm with ID)	\$ 35	\$ 56	\$ 37	\$ 58
Junior (After 1pm, 13-17)	\$ 15	\$ 25	\$ 15	\$ 25
Junior (12 and under with paying adult, after 3pm)	\$ 10	\$ 30	\$ 10	\$ 30

Weekday (Mon - Thu) - 9 holes	2025		2026	
	Walking	Riding	Walking	Riding
Resident	\$ 30	\$ 42	\$ 32	\$ 42
Non-Resident	\$ 32	\$ 43	\$ 34	\$ 45
Junior (13-17)	\$ 15	\$ 26	\$ 17	\$ 28
Junior (12 and under with paying adult)	\$ 10	\$ 22	\$ 10	\$ 22

Weekend (Fri - Sun) - 9 holes after 1pm	2025		2026	
	Walking	Riding	Walking	Riding
Resident	\$ 33	\$ 45	\$ 33	\$ 45
Non-Resident	\$ 35	\$ 46	\$ 37	\$ 48
Junior (13-17)	\$ 15	\$ 27	\$ 15	\$ 27
Junior (12 and under with paying adult)	\$ 10	\$ 25	\$ 10	\$ 25

Season Passes




7 Day	2025	2026
Family	\$ 2,700	\$ 2,800
Single	\$ 2,000	\$ 2,100
Senior Single (62+)	\$ 1,800	\$ 1,900
Senior Family (62+ both members)	\$ 2,475	\$ 2,550
Twilight (after 1pm)	\$ 1,550	\$ 1,625
Young Professional (23 - 29)	\$ 1,600	\$ 1,700
Student (18 - 22, Weekends/Holidays after 1pm)	\$ 900	\$ 900
Junior (17 and under)	\$ 450	\$ 450

Weekday (Mon - Fri)	2025	2026
Single	\$ 1,700	\$ 1,800
Single Senior (62+)	\$ 1,650	\$ 1,750
Senior, Family (62+ both members)	\$ 2,050	\$ 2,100
Twilight (after 1pm)	\$ 1,275	\$ 1,350

Cart Plans (Includes Tax)	2025	2026
Single	\$ 1,250	\$ 1,300
Single, Weekday or Twilight	\$ 950	\$ 1,000
Additional Family Plan	\$ 400	\$ 400

Driving Range (NEW)	2025	2026
Single		\$ 600

Financial Snapshot

		  												UNOFFICIAL Document is an IGM internal tracking tool			
		The Ledges Golf Club Monthly Revenue Forecast & Tracker															
		2025												2026		Actuals	
	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Food & Beverage	\$ 200,000	\$ 49,670	\$ 67,285	\$ 54,247	\$ 26,425	\$ 2,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Golf Course Revenue	\$ 215,188	\$ 38,725	\$ 51,073	\$ 29,314	\$ 24,653	\$ 7,456	\$ 63,969	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Golf Food and Beverage	\$ 6,545	\$ 1,992	\$ 1,570	\$ 1,267	\$ 1,084	\$ 631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Green Fees	\$ 590,118	\$ 151,742	\$ 182,472	\$ 134,016	\$ 100,618	\$ 21,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Merchandise	\$ 32,819	\$ 8,742	\$ 9,550	\$ 6,574	\$ 5,955	\$ 1,868	\$ 130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 1,044,670	\$ 250,871	\$ 311,949	\$ 225,419	\$ 158,735	\$ 33,597	\$ 64,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		2024															
	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Food & Beverage	\$ 333,526	\$ 56,805	\$ 52,206	\$ 59,934	\$ 39,718	\$ 4,395	\$ -	\$ 427	\$ -	\$ -	\$ 20,318	\$ 38,320	\$ 61,404				
Golf Course Revenue	\$ 439,344	\$ 38,731	\$ 40,361	\$ 45,699	\$ 45,672	\$ 33,407	\$ 51,409	\$ 16,463	\$ -	\$ 5,628	\$ 76,900	\$ 37,370	\$ 47,706				
Golf Food and Beverage	\$ 10,563	\$ 1,526	\$ 1,672	\$ 1,389	\$ 852	\$ 995	\$ -	\$ -	\$ -	\$ -	\$ 716	\$ 1,445	\$ 1,968				
Green Fees	\$ 888,354	\$ 141,204	\$ 152,200	\$ 130,156	\$ 84,545	\$ 27,374	\$ -	\$ -	\$ -	\$ -	\$ 72,809	\$ 128,681	\$ 151,385				
Merchandise	\$ 57,526	\$ 9,671	\$ 9,248	\$ 8,145	\$ 5,875	\$ 1,726	\$ 888	\$ -	\$ -	\$ -	\$ 4,707	\$ 7,594	\$ 9,673				
Total	\$ 1,729,313	\$ 247,937	\$ 255,686	\$ 245,323	\$ 176,661	\$ 67,896	\$ 52,297	\$ 16,889	\$ -	\$ 5,628	\$ 175,450	\$ 213,410	\$ 272,135				
		2023															
	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Food & Beverage	\$ 345,989	\$ 58,275	\$ 77,051	\$ 53,492	\$ 42,010	\$ 5,358	\$ 2,972	\$ -	\$ -	\$ 250	\$ 10,670	\$ 44,987	\$ 51,924				
Golf Course Revenue	\$ 376,760	\$ 46,689	\$ 42,525	\$ 27,993	\$ 22,985	\$ 22,122	\$ -	\$ 8,950	\$ 5,589	\$ 9,553	\$ 101,519	\$ 48,209	\$ 40,627				
Golf Food and Beverage	\$ 8,625	\$ 1,505	\$ 1,283	\$ 860	\$ 640	\$ 268	\$ -	\$ -	\$ 2	\$ -	\$ 1,256	\$ 1,334	\$ 1,478				
Green Fees	\$ 811,042	\$ 129,175	\$ 151,286	\$ 96,197	\$ 76,935	\$ 20,969	\$ -	\$ -	\$ -	\$ -	\$ 51,682	\$ 135,274	\$ 149,523				
Merchandise	\$ 59,218	\$ 10,063	\$ 10,083	\$ 7,547	\$ 6,291	\$ 2,806	\$ 485	\$ 249	\$ -	\$ 34	\$ 4,585	\$ 7,795	\$ 9,281				
Total	\$ 1,602,634	\$ 245,706	\$ 282,228	\$ 186,088	\$ 148,861	\$ 51,523	\$ 3,457	\$ 9,199	\$ 5,591	\$ 9,837	\$ 169,712	\$ 237,598	\$ 252,833				

The Ledges Golf Club

Projections

	<u>FY 2022</u> Actual Revenue	<u>FY 2023</u> Actual Revenue	<u>FY 2024</u> Actual Revenue	<u>FY 2025</u> Actual Revenue	<u>FY 2026</u> Projection	<u>FY 2027</u> Projection	<u>FY 2028</u> Projection	<u>FY 2029</u> Projection
Revenues:								
Greens Fee's / Cart Rentals	\$ 1,033,519	\$ 1,152,015	\$ 1,196,427	\$ 1,338,261	\$ 1,378,408	\$ 1,419,761	\$ 1,462,353	\$ 1,506,224
Pro Shop	\$ 49,825	\$ 67,005	\$ 59,218	\$ 57,526	\$ 59,252	\$ 61,029	\$ 62,860	\$ 64,746
Misc./ Lessons	\$ 47,232	\$ 6,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food & Beverage	\$ 292,960	\$ 369,657	\$ 346,989	\$ 333,526	\$ 343,532	\$ 353,838	\$ 364,453	\$ 375,387
Total Revenues	\$ 1,423,536	\$ 1,595,280	\$ 1,602,634	\$ 1,729,313	\$ 1,781,192	\$ 1,834,628	\$ 1,889,667	\$ 1,946,357
Operating Expenses:								
Management Fee	\$ 36,000	\$ 36,000	\$ 39,900	\$ 39,900	\$ 39,900	\$ 39,900	\$ 39,900	\$ 39,900
Operations Expense	\$ 671,129	\$ 711,129	\$ 764,464	\$ 830,600	\$ 847,212	\$ 868,392	\$ 890,102	\$ 912,355
Maintenance Contract	\$ 571,932	\$ 612,229	\$ 625,239	\$ 701,762	\$ 715,797	\$ 733,692	\$ 752,034	\$ 770,835
Total Operating Expenses	\$ 1,279,061	\$ 1,359,358	\$ 1,429,603	\$ 1,572,262	\$ 1,602,909	\$ 1,641,984	\$ 1,682,037	\$ 1,723,090
Net Operating	\$ 144,475	\$ 235,922	\$ 173,031	\$ 157,051	\$ 178,283	\$ 192,643	\$ 207,630	\$ 223,267



TO: Lisa Wong, Town Administrator
Selectboard
FROM: Michelle Theroux, Chair
DATE: January 21, 2026
REFERENCE: FY27 Budget Request

On behalf of the South Hadley Falls Redevelopment Authority, we are seeking a request from the FY27 budget to capitalize the South Hadley Falls Redevelopment Fund in the amount of \$150,000 to be used to support the redevelopment of vacant or underutilized properties to enhance economic development and housing production in South Hadley Falls. The Redevelopment Authority was formed by Town Meeting in 2014 and has never been capitalized. The South Hadley Falls Urban Redevelopment and Renewal Plan (URRP) was approved by DHCD in February 2020 and consists of many property specific recommendations. All very well intentioned but as we know, there are many pre-redevelopment steps that need to be undertaken before either a motivated property owner or an interested developer will commit to doing a project. Specifically, funds would be used for capital improvements and pre-development activities and may be used to engage the services of architects, engineers, and other related professionals to assess building conditions and to develop design and construction documents for capital improvement, code compliance projects. Available assistance includes, but is not limited to, the following types of activities: Building Condition Studies, Structural Engineering Reports, Code Compliance Studies, Development Feasibility Studies, Indoor Survey, Seismic Code Assessments, Architectural Design, or other similar use.

The money we are requesting would be used to unlock some of the unknowns, address inertia, and mobilize some much need property specific information so that we can begin matching property owners with developers and appropriate funding opportunities (grants, loans, private equity, etc.) so that we can achieve a vibrant South Hadley Falls.

Welcome to the 4th edition of the South Hadley Redevelopment Authority's newsletter!
Our intent is to provide the community with current information about the people, projects, and events in South Hadley Falls.

On-Street Vehicle Charging Stations South Hadley Feasibility Study Final Report

South Hadley recently participated in the Massachusetts Clean Energy Center On-Street Charging Solutions Program to evaluate options for installation of vehicle charging stations in South Hadley Falls.

On-street charging solutions have become increasingly appealing for towns looking to ensure all residents have access to sufficient charging options. However, to install on-street charging stations, municipalities face high upfront costs and complex technical landscapes that are challenging to navigate. This Feasibility Study lays out these challenges and preferred options for locations in South Hadley Falls.



MassCEC On-Street Charging Solutions Program

FEASIBILITY STUDY FINAL REPORT

Town of South Hadley
December 16, 2025



Study Online:

<https://www.southhadley.org/DocumentCenter/View/14609/EV-Charging-Station-Feasibility-Study-Report-121625>

Welcome to the Falls!

<p>NEXTHOME ELITE REALTY</p> <p>28 Main Street NextHomeEliteRealty.com</p> <p>Chad Lynch: Real Estate Broker with over 17 years of experience Chad.eliterealty@gmail.com</p>	<p>MIGUEL'S FISH & AQUATIC MAINTENANCE</p> <p>14B Main Street (413) 539-3018</p> <p>Tropical fish, salt water and freshwater species, tanks and equipment, and maintenance of home and commercial aquariums</p>	<p>JAY'S CNC DIE SHOP</p> <p>3 Main Street, Unit B (413) 374 2588</p> <p>http://www.jayssteelruledies.godaddysites.com Laser Engraving and CNC Routing Owner Jay Garvulenski</p>
---	--	---

Sign up for the Falls Business Directory & Falls Digest

Use the QR code (right) to enter your business' contact information in our new Falls Business Directory. This will help us stay in touch with you about resources available to support business growth and development, and be shared with the public in upcoming Falls marketing features.

"Falls Digest" is a quarterly newsletter by the South Hadley Redevelopment Authority.

Questions?

South Hadley Planning & Conservation Department
acpra@southhadleyma.gov 413 538 5030 x6128

Use this QR Code to sign up to
receive an electronic copy of the
Falls Digest and/or to sign up for the
Falls Business Directory.



falls digest

Gerry's Music Shop on Lamb Street

For more than 80 years, Gerry's Music Shop has been a cornerstone of South Hadley's business community and a beloved destination for musicians throughout the Pioneer Valley and beyond. The shop embodies the enduring values of a family-owned business—entrepreneurship, craftsmanship, and a deep commitment to community.

Gerry's first opened its doors in Holyoke and moved to its current 80 Lamb Street location in 1994. With this move, Gerry's Music improved its location and gained an expanded footprint.

Current owner Jim Provost shared that his father, Norman Provost, began working at the shop as a clerk in 1957 at just 14 years old and went on to purchase the business at age 35. Jim followed a similar path, starting at age 8, sweeping the floors and washing windows. Shortly after turning 40, Jim, along with his wife Mandy, purchased the business. Together, the Provost family has built a musical legacy that supports everyone from beginning student musicians to intermediate players and seasoned professionals. The history of Gerry's Music Shop is closely intertwined with the cultural life of South Hadley and the surrounding region. Its longevity reflects not only sound business practices, but customer service at the highest level.

Over the decades, the shop has helped countless students pick up their first instrument, supported experienced musicians in maintaining their craft, and adapted to evolving trends in music education and performance.

While firmly rooted in South Hadley, Gerry's Music Shop draws customers from across Massachusetts and neighboring states who value its reputation for quality, reliability, and fair pricing. More than 200 school music programs rely on Gerry's for instruments, maintenance, and support, reinforcing its role as an essential regional resource for the arts. Gerry's is a leader in music education, offering lessons from a staff of 13 instructors and providing more than 200 music lessons each week!

Gerry's also contributes to the vitality of South Hadley's cultural offerings by hosting special events throughout the year. This February, the shop will celebrate Trombone Month with a special evening featuring Joe Alessi, principal trombone of the New York Philharmonic. For more information about this event or other store services, visit Gerry's Music Shop on Facebook or at gerrysmusicshop.com.



original store in Holyoke



current store on Lamb Street

The Fishing Hole on Main Street

The Fishing Hole is a regional live bait and tackle shop located on Main Street near the banks of the Connecticut River and loved by anglers throughout western Massachusetts.

Open 7 days a week, this specialty shop caters to everyone from the expert freshwater fishermen to youth just entering the sport.

This time of year, ice fishing calls dedicated anglers onto the many frozen rivers, lakes and ponds in the region, and The Fishing Hole is one of the few shops offering live shiner bait fish. Shiners are small, silver fish that serve as highly effective live bait for anglers targeting various game fish including bass, walleye and pike. This specialty bait attracts anglers to South Hadley Falls from all over the region.

In a few months, the Shad fishing season will open on the Connecticut River. The American Shad, also known as the Connecticut River Shad, is native to the Atlantic Ocean, and fed indigenous populations on the East Coast for centuries. Though Shad spend much of their time in the ocean, anglers mainly target them in brackish and freshwater rivers when they travel upstream to spawn. The base of the Holyoke Dam is one of the most popular Shad fishing spots known.

The Fishing Hole hosted their first fishing derby - the Pioneer Valley Carp Classic in September of this year with proceeds donated to the Shriners Hospital. Carp fishing for Common and Mirror Carp, not the invasive Asian Carp found in freshwaters in other parts of the country, is a new sport gaining popularity in the United States. Shop manager Josh Carroll impresses with his deep knowledge of freshwater ecology and fish biology and love for the sport. Stop in and check them out!

"Ice fishing season is here!"



The Fishing Hole | 103 Main St | 413 337 9175
Live Bait! New and Used Tackle
thefishingholetackleshop@gmail.com



falls digest

A dedicated citizen who has lived in the Falls for 45 years

Janet Bannister has deep roots in South Hadley Falls. Originally from Holyoke, she moved to South Hadley in 1982 after purchasing her first home on Grant Street – a house she has lived in for more than 45 years and still calls home.

Over the years, Janet has been closely connected to the Town through her work and volunteering. She spent many years working at South Hadley Child Care and later in the South Hadley schools, supporting children with special needs. Her own children also attended and graduated from South Hadley schools.

Janet has always been an active participant in town life. When her children were young, she volunteered in the schools, supported the food pantry, and took part in Special Education PAC meetings and other local committees. Outside of volunteering, she enjoys baking, cooking, reading, and attending summer concerts.

Some of Janet's favorite things about South Hadley are the simple but meaningful community offerings. She looks forward to the Thursday night summer concerts on the Town Commons, regularly visits the library, and values the Senior Center, where she enjoys lunches, trips, movies, painting, exercise classes, and concerts. She also appreciates the knowledgeable staff, who help residents navigate taxes, Social Security forms, and other important paperwork.



Looking ahead, Janet hopes to see South Hadley Falls become a more vibrant and active place for families. She believes the area has changed significantly over the years and is ready for revitalization.

Among her wishes for the Falls are more affordable housing, additional parking options such as lots or garages for homeowners without driveways, and small businesses filling empty storefronts. She'd love to see a teen center where young people can gather.

One of Janet's most cherished memories reflects the strong sense of community she hopes to see again. She recalls a time when Beachgrounds had a swimming pool, and young mothers would pack lunches and spend summer days there with their children. "It was a great way to meet other mothers and neighbors," she remembers. The pool, playground, and the ever-anticipated ice cream truck kept kids busy, cool, and happy all day long – these memories still stand out as some of her favorites. After more than four decades in South Hadley Falls, Janet Bannister remains deeply invested in the future of the neighborhood she has long called home.

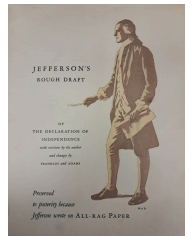
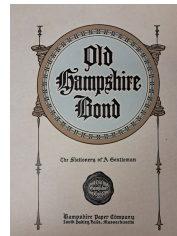
Old Hampshire Bond: The Legacy of Fine Paper

In the early 1800s, paper was a luxury, and letter-writers used every bit of available space on a page of correspondence to save money and paper. By the mid to late 1800s, improvements in production technologies allowed for cheaper paper for mass distribution of newspaper and books. At the same time, however, there was a demand for finer quality paper for important correspondence and business needs. The Hampshire Paper Company purchased the former Glasgow Manufacturing Company located on the bank of the canal in South Hadley Falls in 1866. Glasgow Manufacturing was a maker of gingham fabrics since 1848, but Hampshire Paper added buildings and machinery and began producing high quality paper products for commercial use. **One of those products, called Old Hampshire Bond, became famous worldwide for its quality and use in marketing materials and for important documents.** Old Hampshire Bond was produced from high quality cotton rag pulp, which created a paper of smooth, high-quality texture and strength. The term "bond" referred to its use in printing government bonds, which required a strong, lasting paper.

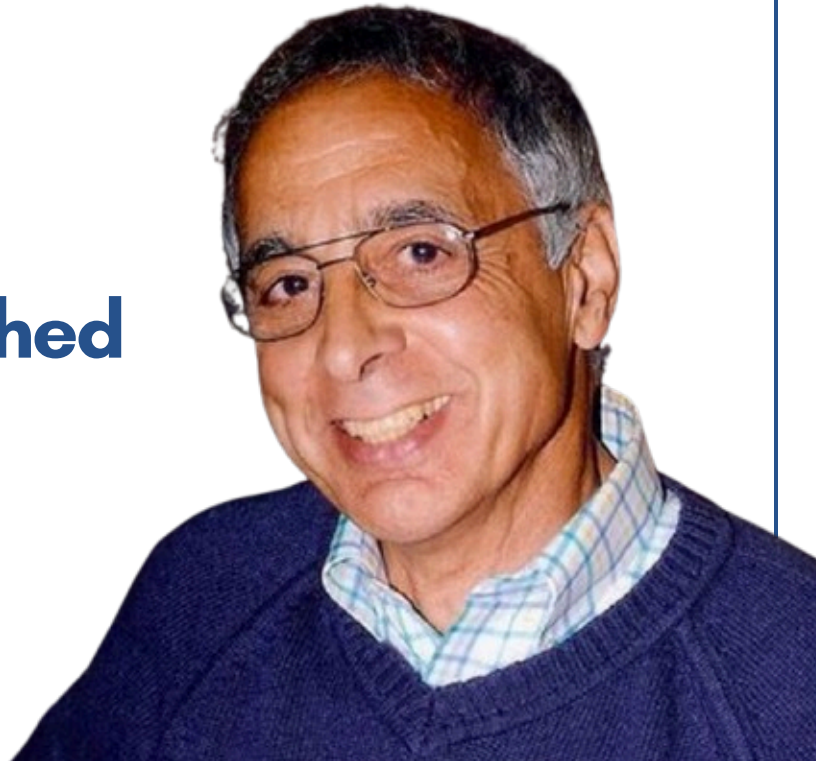
By the early 1900s, William Addison Dwiggins, a noted American designer who is credited for first using the term "graphic design," was hired to produce promotional booklets for the Old Hampshire Bond products. Dwiggins created a series of beautiful and colorful booklets, used as sales samples, to showcase the 12 vivid colors of Old Hampshire Bond that were available. Another series of booklets emphasized the need to use high quality paper for historic documents. Some of these booklets are in the South Hadley Historical Society's collection, housed in the Old Firehouse Museum. **Old Hampshire Bond gained a reputation for exceptional quality and was advertised in major publications worldwide, including National Geographic Magazine.**

Old Hampshire Bond, became famous worldwide for its quality and use in marketing materials and for important documents

The Hampshire Paper facility in South Hadley provided hundreds of jobs that sustained the community in the early 1900s. Stockholders included members of the Southworth family, who also built Southworth Manufacturing Company in West Springfield and other places in the Northeast. In 1935, the Southworth's made the decision to consolidate many of their manufacturing facilities, and the mill in South Hadley was shut down. Carew Manufacturing used some of the Hampshire facilities to carry on production of Old Hampshire Bond until the early 1940s, but production was phased out soon after. Stevens Paper Company then acquired the Hampshire mill and produced special paper products for the electrical and insulation industry until 1968, when the plant was closed. Hampshire Paper company was a vital part of the growth of industry in South Hadley Falls in the 19th and 20th centuries.



The Redevelopment Authority of South Hadley has established a memorial fund to honor the legacy of Frank DeToma.



Frank DeToma South Hadley Falls Redevelopment Fund

Frank passed away in 2024 after a two-year battle with cancer. He was passionate about local politics and civic engagement, serving as a Selectboard member, 30-year District 2 Water Commissioner, and multiple town committees, including the Redevelopment Authority.

The Frank DeToma South Hadley Falls Memorial Fund seeks donations to further Frank's vision for South Hadley Falls - redevelopment, beautification, and community engagement. Projects supported by this Fund may include property acquisition and/or redevelopment, creation of housing, business growth and development, and public parks and recreation facilities.



... Projects supported by the Fund may include property acquisition and/or redevelopment, creation of housing, business growth and development and public parks and recreation facilities.

**Donations by Check - Payable to:
South Hadley Redevelopment Authority**

Mail to:
South Hadley Redevelopment Authority
c/o Planning & Conservation Department
Town Hall
116 Main Street,
South Hadley, MA 01075

falls digest

Directory of Municipal Resources

Service	Description	Contact Info
<p>New at Buttery Brook Park! 9-Hole Disc Golf Course</p> <p>&</p> <p>Community Disc Share</p>	<p>Buttery Brook Park is now home to a scenic 9-hole disc golf course! Measuring 2,906 feet across nine holes, the course winds around the perimeter of the park and offers a fun yet challenging experience for players of all levels. Each hole features artificial turf tee boxes and Innova Discatcher Pro baskets, giving the course a professional look and feel.</p> <p>Want to give disc golf a try but don't have your own discs? The Community Disc Share makes it easy! Borrow discs for up to 7 days at no charge through the South Hadley Council on Aging or the South Hadley Public Library.</p> <p>Disc Share Details:</p> <ul style="list-style-type: none"> • Loan period: Up to 7 days • Cost: Free • Replacement fee: \$5 per disc if lost or not returned on time <p>This program is a great way to try disc golf for the first time or enjoy a casual round without buying your own equipment.</p>	<p>Community Disc Share:</p> <p>To borrow from the South Hadley Public Library, visit the library directly.</p> <p>To borrow from the South Hadley Council on Aging, fill out the form at</p> <p>www.southhadleyrecreation.org</p> <p>under the Buttery Brook Park → Disc Golf tab.</p>
<p>Car Seat Installation and Checks</p>	<p>Free checks of child passenger seats including car seats and booster seats. Some free state resources for families in need.</p>	<p>Contact:</p> <p>South Hadley Police Department Officer Allie Cebula at 413-538-8231 or cebulaa@southhadleypolice.org</p>
<p>Free Trees</p>	<p>Last chance!</p> <p>Request a free shade tree for your property.</p> <p>Spring delivery + planting</p>	<p>Contact:</p> <p>Tree Warden Rebekah Cornell at (413) 538-5030 x6129 or rcornell@southhadleyma.gov https://southhadley.org/1063/Tree-Planting-Program</p>

falls digest

Thank you to our sponsors



EBENEZER'S
BAR & GRILL
SOUTH HADLEY

60 BRIDGE STREET SOUTH HADLEY, MA



TYS
Body Shop Inc.
413 636-5000

Full Collision Repair
ALL INSURANCES WELCOME

3 Main Street | South Hadley, MA 01075

Call for Appointments!
RS# 5072

BEST SERVICE IN TOWN
HAYDOCY SERVICE STATION INC.
72 Lamb Street
So. Hadley, MA 01075
(413) 533-8032



MA Inspection
Motorcycle
Inspections

Propane
Gas and Diesel
General Repairs



O'BRIEN FAMILY
FUNERAL HOME & CREMATION SERVICES

T.J. O'BRIEN • MARTY O'BRIEN
Directors

33 Lamb Street, South Hadley, MA
413-538-4642 • WWW.OBRIENFAMILYFH.COM



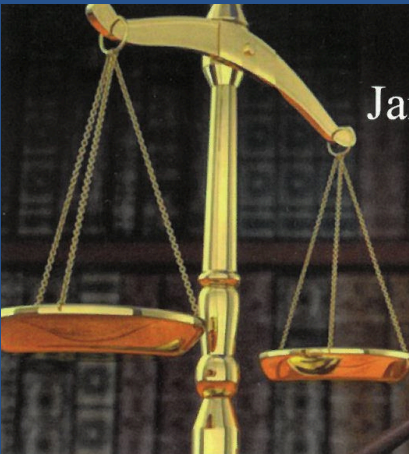
David Levreault

FONTAINE
HEATING

Sales • Service • Installation
Air Conditioning

26 Lyman Street
South Hadley, MA 01075
(413) 539-5969 427-3566

We Service All
Makes & Models
Oil & Gas Burners



The Law Office of
James E. Baker, P.C.

40 Bridge Street
South Hadley, MA 01075
Phone: 413-538-4046
Fax: 413-322-9415

office@jebakerlaw.com
www.jebakerlaw.com

To sponsor future Falls Digest editions, contact acapra@southhadleyma.gov



COMMONWEALTH OF MASSACHUSETTS

Department of Telecommunications and Cable

One Federal Street, Suite 0740, Boston, MA 02110

(617) 305-3580

www.mass.gov/dtc

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

ERIC PALEY
SECRETARY OF ECONOMIC
DEVELOPMENT

LAYLA R. D'EMILIA
UNDERSECRETARY

KAREN CHARLES
COMMISSIONER

January 9, 2026

Selectboard
Town of South Hadley
116 Main Street, Room 109
South Hadley, MA 01075

Re: Cable License Expiration Notice

Dear Selectboard Members:

The Department of Telecommunications and Cable's ("Department") records indicate your cable television license with **Comcast Cable Communications, Inc.** expires on **December 31, 2029**. Federal law provides for a formal franchise renewal process that begins thirty-six months prior to your license expiration date. The formal renewal process is designed to protect both the rights of the municipality and the cable operator and requires the parties to adhere to certain timetables and requirements within the thirty-six-month period. Alternatively, federal law allows parties to renew a license at any time through informal negotiations.

As the Issuing Authority, you may wish to establish a Cable Advisory Committee ("CAC") and delegate certain responsibilities to it. I have enclosed a fact sheet describing typical responsibilities of a CAC, and please see M.G.L. c. 268A concerning potential conflicts of interest for both municipal officials and CAC members. If you appoint a committee, please advise the Department's Secretary of the name and contact information for at least one member.

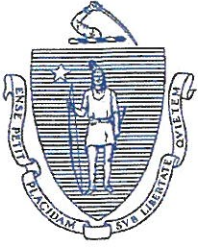
The Department has prepared a *Practical Guide to Cable Television License Renewal* that may be downloaded from our web site at <https://www.mass.gov/how-to/renew-a-cable-license>. The Department is available to advise you regarding your duties and rights during the renewal process. While we may not assist you with substantive negotiations, we would be happy to meet with you or your appointed CAC to discuss procedural requirements.

If you would like to schedule a meeting or have any questions regarding the renewal process, please contact the Department at 617-305-3580 or by email at dte.efiling@mass.gov.

Sincerely,

A handwritten signature in blue ink that reads "Ursula Estremera".

Ursula Estremera
Department Secretary



COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

Cable Advisory Committee

Under Massachusetts regulations, an Issuing Authority (“IA”), such as the mayor of a city or the board of selectmen of a town, may appoint a Cable Advisory Committee (“CAC”) to advise the IA throughout the licensing process. 207 C.M.R. § 3.01(3). In many instances, the CAC remains as an active committee throughout the term of the license. Currently, there are over 280 CACs in the Commonwealth. The composition of the CAC is determined by the IA, including the number of members on the CAC.

The IA may, at its discretion, define the role and responsibilities of the CAC to the extent permitted under G.L. c. 166A. Thus, there is almost complete local control as to the tasks assigned to an advisory committee, so long as these tasks do not conflict with the statutory requirements of the IA in G.L. c. 166A. While an IA may delegate to a CAC the authority to negotiate a license agreement, an IA may not delegate authority to execute such an agreement. CAC responsibilities vary according to the current status of the license or the objectives of the IA. The following list includes some typical responsibilities assigned to CACs in the Commonwealth:

- Inform and educate the public about cable television service;
- Assess the cable needs of the community and recommend policy changes;
- Conduct regular meetings with cable company representatives to discuss matters of mutual interest;
- Report to the IA on company compliance with the license;
- Supervise the cable operator’s response to complaints;
- Respond to citizen’s questions regarding the cable television system; and
- Keep abreast of community programming issues.

CACs are considered “governmental bodies” within the purview of the Massachusetts Conflict of Interest law, G.L. c. 268A.

Recognizing that CACs fulfill an important and valuable link between the IA, the licensee, and the citizens of the community, the Department of Telecommunications and Cable (“Department”) seeks to build positive professional relationships with the CACs. The Department's staff works closely with local committees to educate them on the licensing process and improve information-sharing.

The Department’s program includes an informational presentation available to communities. Please contact the Department to schedule a presentation or to discuss any cable licensing matter.

MEMO

To: Selectboard

From: Town Clerk

Re: Library Board of Trustees Vacancy – Election Notice Requirement

Date: 1/30/2026

Dear Members of the Selectboard,

Please be advised that a resignation letter has been submitted to the Town Clerk's Office from a member of the Library Board of Trustees effective April 7, 2026. As a result, there will be a **one-year term position open** to be a Trustee Free Public Library that should be filled at the **April 14, 2026 Annual Town Election**.

Under Massachusetts General Laws, Chapter 41, Section 10, the Selectboard is required to **file notice with the Town Clerk to place this position on the ballot**. To ensure compliance with the statute and the election calendar, the Selectboard must provide the Town Clerk with notice of the election for this position **no less than fifteen (15) days before the last day to submit nomination papers to the Registrars of Voters for certification** in advance of the 2026 Annual Town Election.

Accordingly, the deadline for the Selectboard to **submit notice to the Town Clerk** for this vacancy is **Monday, February 9, 2026 by 5:00 PM**.

Thank you,

Sarah Gmeiner
Town Clerk