

**SELECTBOARD MEETING  
TUESDAY, DEC. 21, 2021  
VIRTUAL AGENDA  
7 P.M.**

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<p><b>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.</b></p>
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1. CALL TO ORDER
2. APPROVAL OF MINUTES: Draft minutes of Dec. 7, 2021 and Dec. 14, 2021
3. ANNOUNCEMENTS/OPEN FORUM
4. NEW BUSINESS
  - A. Naming of Rangeview Meadow Conservation Area
  - B. Ledges 2022 Rates
  - C. Annual License Renewals
  - D. Opioid Settlement Participation Forms
  - E. Capital Planning
  - F. Contract for Police Communications System
5. COMMUNICATIONS
  - A. Resignation of Karl Hidden from SEC
  - B. Resignation of Chris Collins from Golf Commission
6. OTHER BUSINESS
  - A. Hybrid meetings
  - B. ARPA
7. TOWN ADMINISTRATOR'S REPORT
8. ADJOURN

**SELECTBOARD MEETING  
TUESDAY, Dec. 7, 2021  
MEETING MINUTES  
VIRTUAL SELECTBOARD MEETING ROOM – 7 P.M.**

*Present were Chair Jeff Cyr, Vice Chair Sarah Etelman,, Clerk Carol Constant, Member Chris Geraghty, Member Andrea Miles, and Town Administrator Lisa Wong.*

**CALL TO ORDER**

Cyr called the meeting to order at 7 p.m.

**MINUTES**

Miles motioned to approve the draft minutes of Nov. 16, 2021. Geraghty seconded. All in favor.

**ROLL CALL**

Constant - Aye  
Etelman - Aye  
Miles - Aye  
Geraghty - Aye  
Cyr - Aye

**ANNOUNCEMENTS**

Cyr noted the act of vandalism to the Beachgrounds welcome sign and called it disturbing. Wong read a press release condemning the incident to be uploaded to the town's website.

**7:05 P.M. FY22 TAX RATE PUBLIC HEARING**

Cyr opened the hearing at 7:05 p.m. and closed it at 7:21 p.m. Etelman motioned to adopt a factor of one for all classes of property in South Hadley for FY22. Miles seconded. All in favor.

**ROLL CALL**

Constant - Aye  
Etelman - Aye  
Miles - Aye  
Geraghty - Aye  
Cyr - Aye

Prudential committees from Fire District No. 1 and No. 2 voted unanimously to adopt a factor of one for all classes of property in South Hadley for FY22.

**COVID UPDATE**

Wong said Governor Baker held a virtual meeting with state leadership about how quickly the Omicron variant is spreading. He continues to leave mask mandate decision making up to local communities. Wong said South Hadley vaccination rates are rising but there are low rates for the 16-29 age groups.

The board debated whether or not to implement a mask mandate. Residents Peter McAvoy of 20 Jewett Lane, M.P. Chevrette of 121 Hadley Village Rd, and Lucia Foley of 60 Shadow Brook Est spoke in favor of a mask mandate. Michelle Theroux of 9 Misty Ct. and president of the South Hadley & Granby Chamber of Commerce said she's heard from her members in the past that they do not want a mask mandate and would rather it be left up to individual businesses. She said she is happy to help the town poll the business community for updated information.

**ARPA FUNDING**

Wong recommended the board find a clear approval process for requests to spend ARPA funds. South Hadley will receive \$5.27 million in funding. To date the Selectboard has expended \$841,000 related to mold remediation at the high school.

**REQUEST FOR DANGEROUS DOG HEARING**

Geraghty motioned to schedule a dangerous dog hearing for 4 Miami St. at a future date. Miles seconded. All in favor.

**ROLL CALL**

Constant - Aye  
Etelman - Aye  
Miles - Aye  
Geraghty - Aye  
Cyr - Aye

Wong will be in touch with a date and time.

**HYBRID MEETINGS**

Maher reviewed the Tech Team's recommendation for hybrid meetings to be held at the senior center and the Tech Team's invitation to the Selectboard to participate in a dry run of a hybrid meeting. Board members agreed to meet Friday, Dec. 2 at the senior center to test.

**RESIGNATION**

Miles accepted the resignation of Allyson Garcia from the School Committee. Geraghty seconded. All in favor.

**ROLL CALL**

Constant - Aye  
Etelman - Aye  
Miles - Aye  
Geraghty - Aye  
Cyr - Aye

**ADJOURN**

Constant motioned to adjourn. Geraghty seconded. All in favor.

**ROLL CALL**

Constant - Aye  
Etelman - Aye  
Miles - Aye  
Geraghty - Aye  
Cyr - Aye

The meeting adjourned at 8:48 p.m.

**Respectfully Submitted**  
**Kristin Maher**  
**Executive Assistant to Administration**

**JOINT SELECTBOARD / BOARD OF HEALTH MEETING  
TUESDAY, DEC. 14, 2021  
MEETING MINUTES  
VIRTUAL SELECTBOARD MEETING ROOM – 7 P.M.**

*Present were Chair Jeff Cyr, Vice Chair Sarah Etelman,, Clerk Carol Constant, Member Chris Geraghty, Member Andrea Miles, and Town Administrator Lisa Wong, along with members of the Board of Health, Emergency Management Director Sharon Hart and Assistant Public Health Director Jen Jernigan.*

**CALL TO ORDER**

Cyr called the meeting to order at 7 p.m.

**MASK MANDATE**

Wong reviewed results from a poll of the business community about COVID-19's impact and the possibility of a mask mandate. Letters from residents both for and against a mandate were discussed. Members of both the Selectboard and Board of Health debated the impact of a mask mandate in town. The Board of Health, which has the authority to implement such a mandate, agreed to move forward on a mandate. Members scheduled a Board of Health meeting for Dec. 21, 2021 at 6 p.m. to outline the regulations for wearing a mask indoors in public buildings.

**ADJOURN**

Etelman motioned to adjourn from the Board of Health's meeting. Geraghty seconded. All in favor.

**ROLL CALL**

Etelman – Aye  
Constant – Aye  
Geraghty – Aye  
Miles – Aye  
Cyr – Aye

The Selectboard adjourned its portion of the joint meeting at 8:19 p.m.

**Respectfully submitted  
Kristin Maher  
Executive Assistant to Administration**

**MEMORANDUM**

TO: Selectboard  
 Lisa Wong, Town Administrator  
 CC: Anne Capra, Planning Director  
 FROM: Rebekah Cornell, Conservation Administrator/Planner  
 DATE: December 3, 2021  
 RE: Naming of Town Land – 315 Amherst Road

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At the duly posted meeting of November 1, 2021 the Conservation Commission voted in the affirm on a name for the newly acquired property at 315 Amherst Road and hereby requests Selectboard approval of the following:

**“Rangeview Meadow Conservation Area”  
 Part of the Bachelor Brook Greenway Network**

Proposed to be named “Rangeview Meadow”, the property is 20.7 acres of open space with Bachelor Brook along the east property line. Bachelor Brook is identified as area of NHESP Core Habitat, supporting various flora and fauna. The property consists of a large open meadow historically used by a local farm for haying. As one enters the property from Amherst Road and continues into the meadow, the Holyoke Range appears in the view to the east. This drew the inspiration for the name, “Rangeview Meadow”. Further into the property the vegetation turns to successional meadow and shrubland.



This property was purchased by the Town through the Right of First Refusal. It was acquired in fee, under the care and control of the Conservation Commission, for the purchase price of \$190,000. Of this cost, \$134,436 was provided by the Executive Office of Energy and Environmental Affairs through a state Local Acquisitions for Natural Diversity (LAND) Grant. The balance of the acquisition costs was paid from the Town’s Conservation Land Fund (\$55,564).

A full description of the property, includes additional photographs, can be found in the following location under the link titled “315 Amherst Road Baseline Documentation Report.” <https://www.southhadley.org/603/Project-Plans>. This report includes a series of maps that illustrate the location and open space values of the property. This parcel was recognized in the Open Space & Recreation Plan as an undeveloped parcel of interest for conservation and is a great addition to the Bachelor Brook Greenway Network.

Thank you for your consideration.

## Rangeview Meadow Motion

I motion to name the property at 315 Amherst Road Rangeview Meadow, part of the Bachelor Brook Greenway Network.



**Golf Cart Rates (Per Rider)**

**18 Holes - \$18   9 Holes - \$10   Twilight - \$10   Sunset - \$7**

**Weekday "18 Holes"**

<b>Category</b>	<b>Walking</b>
Resident	\$30.00
Resident Senior (62 years & up)	\$26.00
Non-Resident	\$34.00
Non-Resident Senior (62 years & up)	\$28.00
Sunset (5:30pm to Sunset)	\$26.00
Military & Student (Proper ID needed)	\$27.00
Junior (13-17 years)	\$20.00
Juniors 12 and under (With paid Adult)	\$10.00

**Weekend "18 Holes"**

<b>Category</b>	<b>Walking</b>
Non Resident	\$44.00
Resident (12pm-1pm)	\$37.00
Afternoon (1pm to 4pm)	\$37.00
Twilight (4pm to 5:30pm)	\$33.00
Sunset (5:30pm to Sunset)	\$26.00
Military, Senior and Student (After 1PM) ID	\$31.00
Junior (13-17 years) After 1pm	\$22.00
Junior 12 and under (W/paid adult) after 3pm	\$10.00

**Weekday "9 Holes"**

<b>Category</b>	<b>Walking</b>
Resident	\$25.00
Non-Resident	\$26.00
Junior (13-17 years)	\$14.00
League (during scheduled league times)	\$24.00
Juniors 12 and under (With paid Adult)	\$10.00

**Weekend and Holiday 9 Holes (after 1pm only)**

<b>Category</b>	<b>Walking</b>
Resident	\$27.00
Non-Resident	\$28.00
Junior (13-17 years)	\$15.00
Junior 12 and under (With paid Adult) After 3pm	\$10.00



**Golf Cart Rates (Per Rider)**

18 Holes - \$18    9 Holes - \$10    Twilight - \$10    Sunset - \$7

17                      10                      10                      6

**Weekday "18 Holes"**

Category	Walking	
Resident	\$30.00	28
Resident Senior (62 years & up)	\$26.00	24
Non-Resident	\$34.00	33
Non-Resident Senior (62 years & up)	\$28.00	26
Sunset (5:30pm to Sunset)	\$26.00	25
Military & Student (Proper ID needed)	\$27.00	26
Junior (13-17 years)	\$20.00	20
Juniors 12 and under (With paid Adult)	\$10.00	6

**Weekend "18 Holes"**

Category	Walking	
Non Resident	\$44.00	43
Resident (12pm-1pm)	\$37.00	35
Afternoon (1pm to 4pm)	\$37.00	35
Twilight (4pm to 5:30pm)	\$33.00	30
Sunset (5:30pm to Sunset)	\$26.00	25
Military, Senior and Student (After 1PM) ID	\$31.00	30
Junior (13-17 years) After 1pm	\$22.00	20
Junior 12 and under (W/paid adult) after 3pm	\$10.00	6

"9 Holes"

Category	Walking	
Resident	\$25.00	23
Non-Resident	\$26.00	24
Junior (13-17 years)	\$14.00	12
League (during scheduled league times)	\$24.00	22
Juniors 12 and under (With paid Adult)	\$10.00	6

and

**Holiday 9 Holes (after 1pm only)**

Category	Walking	
Resident	\$27.00	25
Non-Resident	\$28.00	27
Junior (13-17 years)	\$15.00	12
Junior 12 and under (With paid Adult) After 3pm	\$10.00	6



Ledges Golf Club 2022 Annual Pass Application

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Spouse (family membership option): \_\_\_\_\_

Child #1: \_\_\_\_\_ Child #2: \_\_\_\_\_

=====  
**Check One      Membership Type      (Age requirements are by June 1<sup>st</sup> 2022)**

- Family, 7 day      \$2,400.00      2300
- Single, 7 day      \$1,725.00      1625
- Senior Family, 7 day - (62+ both members)      \$2,200.00      2100
- Senior Single, 7 day - (62+)      \$1,600.00      1550
- Single, Weekday (Mon – Fri)      \$1,400.00      1325
- Senior, Weekday (62+) (Mon-Fri)      \$1,350.00      1275
- Senior Weekday Family -(62+ both members)      \$1,800.00      1775
- Twilight (after 1pm), 7 day      \$1,275.00      1200
- Twilight (after 1pm), weekday (M –F)      \$1,000.00      950
- Junior, 17 and under, 7 day      \$450.00      (Weekends/Holidays after 1pm) 350
- Student, 19-22, 7 day      \$900.00      (Weekends/Holidays after 1pm) 600
- Young professional, 23-29, 7 day      \$1,200.00      1125
- Corporate      See Management

**Handicap services must be secured online (Go to Ledgesgc.com to sign up)**

**Cart Memberships**

- Single Cart Membership      \$900.00 Includes Tax      800
- Single Cart Weekday or Twilight Membership      \$650.00 Includes Tax      550
- Additional Family Cart Membership      \$300.00 Includes Tax      250

- Cart Rates pay as you go: 18 holes \$18 per rider 9 holes \$10 per rider

**TOTAL FEES DUE \$ \_\_\_\_\_**      16      9

The Ledges Golf Club Annual Pass is valid for the 2022 golf season, ("Open to Close"). This agreement entitles the pass holder to unlimited golf at the Ledges Golf Club for the season, however there may be times when the course and tee are closed for private events and leagues. If a pass holder wishes to play outside of their allotted times and days, they may do so by paying the normal rack rates for that particular time and day.



### Ledges Golf Club 2022 Annual Pass Application

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Spouse (family membership option): \_\_\_\_\_

Child #1: \_\_\_\_\_ Child #2: \_\_\_\_\_

=====

<u>Check One</u>	<u>Membership Type</u>	(Age requirements are by June 1 <sup>st</sup> 2022)
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- Family, 7 day \$2,400.00
- Single, 7 day \$1,725.00
- Senior Family, 7 day - (62+ both members) \$2,200.00
- Senior Single, 7 day - (62+) \$1,600.00
- Single, Weekday (Mon – Fri) \$1,400.00
- Senior, Weekday (62+) (Mon-Fri) \$1,350.00
- Senior Weekday Family -(62+ both members) \$1,800.00
- Twilight (after 1pm), 7 day \$1,275.00
- Twilight (after 1pm), weekday (M –F) \$1,000.00
- Junior, 17 and under, 7 day \$450.00 (Weekends/Holidays after 1pm)
- Student, 19-22, 7 day \$900.00 (Weekends/Holidays after 1pm)
- Young professional, 23-29, 7 day \$1,200.00
- Corporate See Management

*Handicap services must be secured online (Go to [Ledgesgc.com](http://Ledgesgc.com) to sign up)*

#### Cart Memberships

- Single Cart Membership \$900.00 Includes Tax
- Single Cart Weekday or Twilight Membership \$650.00 Includes Tax
- Additional Family Cart Membership \$300.00 Includes Tax

- Cart Rates pay as you go: 18 holes \$18 per rider 9 holes \$10 per rider

TOTAL FEES DUE \$ \_\_\_\_\_

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The Ledges Golf Club Annual Pass is valid for the 2022 golf season, (“Open to Close”). This agreement entitles the pass holder to unlimited golf at the Ledges Golf Club for the season, however there may be times when the course and tee are closed for private events and leagues. If a pass holder wishes to play outside of their allotted times and days, they may do so by paying the normal rack rates for that particular time and day.

**Additional Information and Payment form**

**All** players are expected to follow **ALL** club rules and policies

Weekday pass Memberships are good Monday thru Friday, **EXCLUDING** the following holidays: Memorial Day, Independence Day, Labor Day and Columbus Day.

**Individual cart packages** and daily cart rentals are for one rider only. The second rider **MUST** pay in the golf shop for his/her place on the cart. If a player is walking but wants their bag on the cart the rental fee is the same. All cart operators **MUST** have a valid driver's license.

The term "**Family**" is limited to immediate family members. Immediate family members include spouse and up to two children 18 years of age or younger and living at home or college students 22 years of age or under, living at home and holding a current valid college identification.

This pass is non-refundable and non-transferable.

Tee times for pass holders can be made up to ten days in advance (subject to availability). Pass holders without a tee time will be accommodated based on availability.

***By signing this, you have read and understand all rules of this pass. Failure to comply with these rules could result in suspension or termination of the pass. I hereby apply for membership at the Ledges Golf Club and subject to ALL rules and regulations of the Club. This also includes giving permission to the Ledges to charge your credit card listed below on each due date if choosing the 3 payment option.***

Pass-holders Signature: \_\_\_\_\_

Date \_\_\_\_\_

Payment Options (check one):

- Check payable to: **Ledges Golf Course**.  
Mail to: Ledges Golf Club, 18 Mulligan Drive, South Hadley, MA 01075
- Cash
- Credit Card: \_\_\_\_\_ Visa \_\_\_\_\_ Master Card \_\_\_\_\_ AMEX \_\_\_\_\_ Discover
- Name on Card: \_\_\_\_\_
- \* **Credit card #:** \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVC # \_\_\_\_\_ Zip Code \_\_\_\_\_

**\*A 2% SERVICE FEE will be added for those using Bank cards or Credit cards for payment. The Installments will automatically be charged to this card on the due dates.**

CC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Only:

Employee initials      Date

Payment #1: \$ \_\_\_\_\_ Due by March 31<sup>st</sup> 2022

\_\_\_\_\_

Payment #2: \$ \_\_\_\_\_ Due by April 30<sup>th</sup> 2022

\_\_\_\_\_

Payment #3: \$ \_\_\_\_\_ Due by May 31<sup>st</sup> 2022

\_\_\_\_\_

Anyone choosing the installment plan and using a credit card on this form automatically agrees to the club charging this card on the due date of each installment.

## Ledges Golf Club Returning Member Offers

As a 2022 member in good standing we would like to encourage your return in 2021 as well as offer you ways to increase the value of your golf membership. We have 2 options to choose from as it relates to the various levels of Annual pass memberships. Take advantage of one or both plans!

### Option #1 - Full Payment (Payment made in full by March 31<sup>st</sup> 2022)

#### Check one

- \_\_\_ - Join as an Adult or Senior 7 day Family Membership - Receive 4 guest passes
- \_\_\_ - Join as an Adult or Senior 7 day Single Membership - Receive 3 guest passes
- \_\_\_ - Join as an Adult or Senior Weekday Membership - Receive 2 guest passes
- \_\_\_ - Join as a Twilight 7 day or Young professional Membership - Receive 2 guest passes
- \_\_\_ - Join as a Twilight Weekday Membership - Receive 1 guest pass

Golf Passes are for greens fees only on all non-holiday weekdays as well as after 1pm on weekends.

Golf Passes are **not allowed** for League, Golf outings or any other type of special events

### Option #2 - Sponsor a New Member (Limited up to 4 per Membership and cannot exceed the value of your golf membership)

#### Check one

- \_\_\_ - Sponsor an Adult or Senior 7 day Family Membership - Receive \$275 off your 2021 dues
- \_\_\_ - Sponsor an Adult or Senior 7 day Single Membership - Receive \$200 off your 2021 dues
- \_\_\_ - Sponsor an Adult or Senior Weekday Membership - Receive \$125 off your 2021 dues
- \_\_\_ - Sponsor a Twilight 7 day or Young professional Membership - Receive \$125 off your 2021 dues
- \_\_\_ - Sponsor a Twilight Weekday Membership - Receive \$75 off your 2021 dues

**All Sponsored New Members will receive the same guest pass offer if paid in full by March 31<sup>st</sup> as well as the \$\$ Discount applied to their 2021 dues!**

**If sponsoring a new membership please list the individuals name below.**

Name of sponsored new member \_\_\_\_\_

New Members Annual pass category \_\_\_\_\_

Record #	Record Type	Applicant Name	DBA	Address	License Category	License Type	Fee
27854	Alcohol License	Erin Moore	Orchards Golf Club	18 SILVERWOOD TR, South Hadley, MA 01075	All Alcohol	Club	\$1,000
27867	Alcohol License	Nichole McClellan	Willits-Hallowell Center	0 PARK ST, Unit Willits-Halowell Center, S	All Alcohol	Club	\$1,000
27847	Alcohol License	David Smith	Drunken Rabbit Brewing	749 NEW LUDLOW RD, South Hadley, MA 01075	Malt Only	Farmer Brewery Pouring	\$800
27838	Alcohol License	Thirsty Mind	Thirsty Mind Coffee and Wine Bar	23 COLLEGE STREET, SOUTH HADLEY, MA 01075	Wine and Malt	General On-Premise	\$1,000
27842	Alcohol License	Nichole McClellan	Blanchard Campus Center	50 COLLEGE ST, South Hadley, MA 01075	Wine and Malt	General On-Premise	\$1,000
27865	Alcohol License	Nichole McClellan	Kendade Atrium	0 PARK ST, Unit Carr/Kendade, South Hadley,	Wine and Malt	General On-Premise	\$1,000
28248	Alcohol License	Michael Fontaine	Ledges Golf Club	18 MULLIGAN DR, South Hadley, MA 01075	All Alcohol	General On-Premise	\$1,500
AL-6	Alcohol License	Wende Brown	D.P. Parthenon Inc.	475 NEWTON STREET, SOUTH HADLEY, MA 01075	All Alcohol	General On-Premise	\$1,500
27837	Alcohol License	Rajendra Swadia	White Wing	568 NEWTON ST, South Hadley, MA 01075	All Alcohol	Package Store	\$1,200
27839	Alcohol License	Vimal Patel	Liquor Town	506 GRANBY RD, South Hadley, MA 01075	All Alcohol	Package Store	\$1,200
27843	Alcohol License	Dariusz Karpinski	Allery's	314 NEWTON ST, South Hadley, MA 01075	All Alcohol	Package Store	\$1,200
27862	Alcohol License	Johnny Magri	Tailgate picnic	7 COLLEGE ST, Unit Tailgate Picnic, South Hadley,	Wine and Malt	Package Store	\$1,000
AL-19-3	Alcohol License	Falguniben Patel	Hadley Mart	2086 Memorial Drive, South Hadley, MA 01075	All Alcohol	Package Store	\$1,200
AL-19-6	Alcohol License	Karl Haydocy	Haydocy Service Station	72 LAMB ST, South Hadley, MA 01075	Wine and Malt	Package Store	\$1,000
AL-3	Alcohol License	Hamid Habib	3 Corners Package Store	460 AMHERST RD, South Hadley, MA 01075	Wine and Malt	Package Store	\$1,000
AL-9	Alcohol License	Vasantlal Shah	Janjua Beer & Wine	19 BRIDGE ST, South Hadley, MA 01075	Wine and Malt	Package Store	\$1,000
27836	Alcohol License	Sokharun Yim	Sok's	30 BRIDGE STREET, SOUTH HADLEY, MA 01075	All Alcohol	Restaurant	\$1,500
27840	Alcohol License	Edward Tourangeau	Centerfold Anthony's	500 NEW LUDLOW RD, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27841	Alcohol License	Anita Rondeau	IYA Sushi and Noodle Kitchen	15 COLLEGE STREET, SOUTH HADLEY, MA 01075	All Alcohol	Restaurant	\$1,500
27844	Alcohol License	Scott Marshall	Yarde Tavern South Hadley	3 HADLEY ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27845	Alcohol License	antonios rizos	Parthenon Restaurant	475 NEWTON STREET, SOUTH HADLEY, MA 01075	All Alcohol	Restaurant	\$1,500
27846	Alcohol License	David Isakson	Ebenezer's	60 BRIDGE ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27850	Alcohol License	HECTOR DE JESUS	El Guanaco	50 LAMB ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27855	Alcohol License	John Tabak	Stoney's Pub	1 BRIDGE ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27859	Alcohol License	Anita Rondeau	The Boathouse	1 ALVORD ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27861	Alcohol License	Anita Rondeau	Halfway House	322 NEWTON ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27863	Alcohol License	Soutsamone Phengvongsy	Thai Place Restaurant	480 GRANBY RD, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
27864	Alcohol License	Anita Rondeau	Johnny's Bar and Grille	25 COLLEGE STREET, SOUTH HADLEY, MA 01075	All Alcohol	Restaurant	\$1,500
27866	Alcohol License	Alan Anischik	Food 101 Bar and Bistro	19 College St, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
AL-10	Alcohol License	HECTOR DE JESUS	JC MEXICAN FOOD INC	50 LAMB ST, Unit 2, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
AL-19-5	Alcohol License	David Isakson	The Whiskey Barrel	21 LYMAN ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
AL-19-8	Alcohol License	Haig Babikyan	Hangar Pub South Hadley	515 GRANBY RD, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
AL-2	Alcohol License	Anita Rondeau	The Boathouse	1 ALVORD ST, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500
AL-5	Alcohol License	hangzhang huang	Ichiban	2090 MEMORIAL DR, South Hadley, MA 01075	All Alcohol	Restaurant	\$1,500

Not Renewing / Havent heard from as of Dec. 17 at 2:30 p.m.

Record #	Record Type	Applicant Name	DBA	Address	License Category	License Type	Fee
27848	Alcohol License	Alfredo Falvo	Family Pizza	334 Newton Street	Wine and Malt	Restaurant	\$1,000
27853	Alcohol License	Michael Wong	Mandarin Gourmet	481 Newton Street	Wine and Malt	Restaurant	\$1,000

Record #	Applicant Name	Address	Common Victualler \$50	Entertain \$50	Juke Box \$50	Sunday Entertain \$85	Used Car Dealer \$150	Theater \$50	Automatic Amusement \$75 each	Carry In (BYOB) \$20
SAL-1	Haig Babikyan	The Hangar - 515 GRANBY RD, South Hadley, MA 01075	TRUE		TRUE	TRUE			16	
SAL-10	Danielle Dessereau	Quality Fleet - 548 NEW LUDLOW RD, South Hadley, MA 01075					TRUE			
SAL-19-10	Anita Rondeau	IYA - 15 COLLEGE STREET, SOUTH HADLEY, MA 01075	TRUE							
SAL-19-11	Anita Rondeau	Jonmys - 23 COLLEGE STREET, SOUTH HADLEY, MA 01075	TRUE	TRUE						
SAL-19-12	Anita Rondeau	Halfway House - 322 NEWTON ST, South Hadley, MA 01075	TRUE		TRUE					
SAL-19-14	Anita Rondeau	The Boathouse - 1 ALVORD ST, South Hadley, MA 01075	TRUE	TRUE		TRUE				
SAL-19-15	Michael Fontaine	Ledges -18 MULLIGAN DR, South Hadley, MA 01075	TRUE	TRUE						
SAL-19-16	Big Y Foods	Big Y - 44 WILLIMANSETT ST, South Hadley, MA 01075	TRUE							
SAL-19-17	Abimbola Omojola	Duro West African Cuisine - 11 College Ave, South Hadley, MA	TRUE							
SAL-19-19	Gumcheol Kang	Master Chef - 461 GRANBY RD, South Hadley, MA 01075	TRUE							TRUE
SAL-19-20	Robert Adam	Tower Theaters - 19 College St, South Hadley, MA 01075	TRUE					TRUE		
SAL-19-21	Dariusz Karpinski	Allerys - 314 NEWTON ST, South Hadley, MA 01075	TRUE							
SAL-19-22	Lori Martins	Dunkin Donuts - 497 NEWTON STREET, SOUTH HADLEY, MA 01075	TRUE							
SAL-19-23	Kenny Yeung	Main Moon - 11 COLLEGE ST, South Hadley, MA 01075	TRUE							
SAL-19-24	William Johnson	Pleasant St Auto - 650 NEW LUDLOW RD, South Hadley, MA 01075					TRUE			
SAL-19-25	Falguniben Patel	Hadley Mart - 2086 Memorial Drive, South Hadley, MA 01075	TRUE							
SAL-19-26	Thirsty Mind	Thirsty Mind - 23 COLLEGE STREET, SOUTH HADLEY, MA 01075	TRUE	TRUE						
SAL-19-27	Brian Lee	7-11 - 426 NEWTON ST, South Hadley, MA 01075	TRUE							
SAL-19-28	stephen rehm	Pages Auto - 1 CONTI DR, South Hadley, MA 01075					TRUE			
SAL-19-31	Nichole McClellan	Willits Hallowell - 0 PARK ST, Unit Willits-Halowell Center,	TRUE	TRUE		TRUE				
SAL-19-32	David Isakson	Whiskey Barrel - 21 LYMAN ST, South Hadley, MA 01075	TRUE	TRUE	TRUE	TRUE				
SAL-19-33	David Isakson	Ebenezers - 60 BRIDGE ST, South Hadley, MA 01075	TRUE	TRUE	TRUE	TRUE				
SAL-19-34	Nichole McClellan	Kendade MHC - 0 PARK ST, Unit Carr/Kendade, South Hadley,	TRUE	TRUE		TRUE				
SAL-19-37	Rajendra Swadia	White Wing - 568 NEWTON ST, South Hadley, MA 01075	TRUE							
SAL-19-38	Sokharun Yim	Soks - 30 BRIDGE STREET, SOUTH HADLEY, MA 01075	TRUE	TRUE	TRUE	TRUE			1	
SAL-19-39	Scott Marshall	Yarde Tavern - 3 HADLEY ST, South Hadley, MA 01075	TRUE	TRUE						
SAL-19-40	HECTOR DE JESUS	El Guanaco - 50 LAMB ST, South Hadley, MA 01075	TRUE							
SAL-19-41	nudrat nusrat	South Hadley Motors - 510 NEW LUDLOW RD, South Hadley, MA 01075					TRUE			
SAL-19-42	Ray Smith	Cycle Stop - 459 GRANBY RD, South Hadley, MA 01075					TRUE			
SAL-19-43	Vimal Patel	Liquor Town - 506 GRANBY RD, South Hadley, MA 01075	TRUE							
SAL-19-44	David Simard	Egg & I - 489 NEWTON STREET, SOUTH HADLEY, MA 01075	TRUE	TRUE						TRUE
SAL-19-45	John Tabak	Stoney's - 1 BRIDGE ST, South Hadley, MA 01075	TRUE	TRUE	TRUE	TRUE			1	
SAL-19-46	Tyler Saporito	Ty's Body Shop - 3 MAIN ST, South Hadley, MA 01075					TRUE			
SAL-19-49	Johnny Magri	Tailgate - 7 COLLEGE ST, Unit Tailgate Picnic,	TRUE							
SAL-19-52	Gwen Blanchard	St. Pat's - 30 MAIN ST, South Hadley, MA 01075	TRUE							
SAL-19-53	Gazi Cayan	Rt 33 Pizza - 2080 Memorial Drive, South Hadley, MA 01075	TRUE							
SAL-19-54	Alan Anischik	Food 101 - 19 College St, South Hadley, MA 01075	TRUE							
SAL-19-56	Alfredo Falvo	Family Pizza - 334 NEWTON ST, South Hadley, MA 01075	TRUE							
SAL-19-57	David Smith	Drunken Rabbit - 749 NEW LUDLOW RD, South Hadley, MA 01075		TRUE						
SAL-19-59	Edward Tourangeau	Anthony's - 500 NEW LUDLOW RD, South Hadley, MA 01075	TRUE	TRUE		TRUE			1	

SAL-19-6	Erin Moore	Orchards - 18 SILVERWOOD TR, South Hadley, MA 01075	TRUE	TRUE		TRUE				
SAL-3	Karl Haydocy	Haydocy's - 72 LAMB ST, South Hadley, MA 01075	TRUE				TRUE			
SAL-4	Wende Brown	Parthenon - 475 NEWTON STREET, SOUTH HADLEY, MA 01075	TRUE							
SAL-7	John Gallivan	J&J Auto Sales - 63 BRIDGE ST, South Hadley, MA 01075					TRUE			

		Haven't heard from as of Friday, Dec. 16 at 1 p.m.								
Record #	Applicant Name	Address	Common Victualler \$50	Entertain ment \$50	Juke Box \$50	Sunday Entertainm ent \$85	Used Car Dealer \$150	Theater \$50	Automatic Amusement \$75 each	Carry In (BYOB) \$20
SAL19-36	Karla Pratt	Board & Brush - 19 College St, South Hadley	TRUE							TRUE
SAL-19-30	David Bernier	Dave's Auto - 510 New Ludlow Road					TRUE			
SAL-19-47	Laura Salvucci	Cumberland Farms - 507 Newton St					TRUE			
sal-19-51	Kevin Miele	Ideal Accessories - 358 Newton Street					TRUE			
SAL-19-7	Michael Wong	Mandarin Gourmet - 481 Newton Street	TRUE							
SAL-6	Richard Mongeau	Olde Town Caterers - 532 Newton Street	TRUE							
SAL-8	Stephen McCray	McCrays Farm - 55 Alvord Street	TRUE							

## 2022 License Renewal Motion

I move to accept the 2022 license renewals as publicly presented in the Dec. 21, 2021 Selectboard packet and allow renewal upon completion of all applications, submittal of all fees, completing all required inspections, and any other laws, bylaws or regulations required for issuance.



# NATIONAL OPIOID LITIGATION

## CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE PROTECTED COMMUNICATION

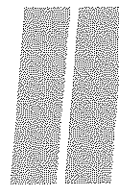
November 12, 2021

**ACTION STEP:** Please have the individual authorized to bind your municipality sign the attached modified Participation Agreements instead of the ones you have received from the National Opioids Settlement Administrator via DocuSign, [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net). Please then send the executed, modified Participation Agreements via e-mail to: [opioidsettlement@levinlaw.com](mailto:opioidsettlement@levinlaw.com).

### THE MODIFIED PARTICIPATION AGREEMENTS HAVE TWO COMPONENTS

<p><b>PARTICIPATION FLOOR</b></p>	<p><b>As a result of the base payment and bonus structure under the proposed settlements, it is possible that if enough municipalities do not participate, your state could only receive approximately 50% of the available payments from the Settling Defendants.</b></p> <p>Accordingly, to protect your rights and ensure that you only release your claims if your state is entitled to at least 70% of the available payments, we inserted a provision in the Participation Agreements that makes your participation conditioned on your state reaching at least 95% participation from applicable litigating municipalities.</p>
<p><b>ALLOCATION AGREEMENT CONDITION</b></p>	<p><b>Your state does not currently have an agreement with municipalities allocating settlement payments between the state and its municipalities and, as a result, you may not have the ability to negotiate something different than the “default” allocation under the proposed settlements.</b></p> <p>Accordingly, to improve your ability to negotiate a more favorable allocation agreement in your state, we inserted a provision in the Participation Agreements making your participation conditioned on reaching an allocation agreement with your state. Improvements in the allocation agreement include increased percentages of money allocated to subdivisions and greater subdivision control over how the settlement funds are used.</p>





# NATIONAL OPIOID LITIGATION

**VIA EMAIL & U.S. MAIL**

Michael Sullivan  
Town Administrator  
116 Main Street, Room 109  
South Hadley, MA 01075

***Re: National Opioid Distributor and J&J Settlements – Modified  
Participation Agreements***

Dear Michael Sullivan:

We write to provide you an update regarding the proposed settlements from AmerisourceBergen, Cardinal Health, and McKesson (“Distributors”) and Janssen/Johnson & Johnson (“J&J”) (collectively, “Settling Defendants”). The proposed settlements are complex, the circumstances are evolving, and we are working to give you the necessary information and instructions to help you take appropriate action to protect your rights and maximize the available settlement benefits.

We previously informed you that notices would be sent out from attorneys general to inform local governments how to register to receive Participation Agreements. We explained that attorneys general would request that local governments execute Participation Agreements through an electronic DocuSign process. Execution of the Participation Agreements serves to release all opioid claims against the Settling Defendants.

**Allocation Agreements**

Logistically, settlement funds will flow into the state and then be allocated between the state and its local government municipalities. Many states have entered into allocation agreements with their local government municipalities that seek to fairly apportion settlement funds between the state and its local government municipalities. Without an allocation agreement, a default allocation would be imposed. While the default allocation may be appropriate in some situations, it is often beneficial to negotiate a state-specific allocation agreement that dictates how funds are distributed.

Although the local government municipalities are still working with the state to ensure a fair and equitable agreement to allocate opioid settlement funds between the state and its local government municipalities, one has not been reached. However, you may receive a DocuSign email asking you to sign Participation Agreements from the national settlement administrator. We ask that you **DO NOT** execute the standard Participation Agreements. Instead, for the reasons provided below, we drafted the attached modified Participation Agreements for you to execute. The modified



LEVIN  
PAFANTONIO  
RAFFERTY



BARON & BUDD



POWELL &  
MAJASTRO

MCHUGH FULLER  
LAW GROUP



GREENE KETCHUM  
SALBY & POTLIP

HPCB&D

Hill, Peterson, Carper,  
Bee & Deitzler, PLLC



FARRELL & FULLER

# NATIONAL OPIOID LITIGATION

Participation Agreements make your participation in the proposed settlements conditioned on the state reaching an agreed-upon allocation agreement with its local government municipalities.

The allocation of settlement funds between the state and local government municipalities is important as it dictates how the funds are spent. We have modified the standard agreement, as we want to ensure that the local government municipalities will have an equitable and fair allocation of the funds to address the impact that was caused by the national opiate epidemic. By signing the modified agreements, it will set the stage for us to continue to negotiate a fair and equitable allocation agreement for both the state and the local government municipalities.

With the above in mind, the attached Participation Agreements state as follows:

This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Massachusetts (“State”) concerning the allocation of opioid settlements with the State (“Allocation Agreement”). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Massachusetts, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

We will provide you with a further update as soon as the state agrees to allocation agreement terms that we can recommend to you.

## **Subdivision Participation**

In addition to the above, we also included a condition in the Participation Agreements that makes your participation contingent on at least 95% of the applicable litigating municipalities signing on to the proposed settlements. If an insufficient number of applicable litigating municipalities do not participate in the proposed settlements, your state could receive approximately 50% of the available payments from the Settling Defendants. By making your participation contingent on 95% of the applicable litigating municipalities signing on to the proposed settlements, you will only participate if your state is entitled to receive at least 70% of the available payments from the Settling Defendants.

The language concerning the participation levels is as follows:

# NATIONAL OPIOID LITIGATION

The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts, this Election and Release shall be deemed void and no claims shall be released.

As a reminder, detailed information about the settlements may be found at <https://nationalopioidsettlement.com/>. This national settlement website also includes links to helpful summary information including risks, assumptions, FAQs, and flow charts describing how the settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

If you have any questions, please contact us.

In consideration of the above, we ask that you please have the individual authorized to bind your local municipality sign the enclosed Participation Agreements. There are two Participation Agreements: one for the Distributors and one for J&J. You need to execute both. We ask that you do so as soon as possible and return them to us via email at: [opioidsettlement@levinlaw.com](mailto:opioidsettlement@levinlaw.com).

Best regards,

Peter J. Mougey  
*Shareholder/Chair, Securities & Business Litigation Department*  
Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr and Mougey, P.A.  
316 S. Baylen Street, Suite 600  
Pensacola, FL 32502-5996  
850.435.7068 (office)  
850.436.6068(fax)  
[opioidmail@levinlaw.com](mailto:opioidmail@levinlaw.com)



LEVIN  
PAPANTONIO  
RAFFERTY



BARON & BUDD



POWELL &  
MAJESTRO

MC HUGH FULLER  
LAW GROUP



GREENE KETCHUM  
KARLY & TWILLIP



HILL, PETERSON, CARPER,  
BEE & DEITZLER, PLLC



FARRELL & FULLER

**Subdivision Janssen Settlement Participation Form**

Governmental Entity/Municipality:	State: Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity/Municipality”), in order to obtain and in consideration for the benefits provided to the Governmental Entity/Municipality pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity/Municipality is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity/Municipality elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s/Municipality’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity/Municipality shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity/Municipality agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity/Municipality agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

7. The Governmental Entity/Municipality submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
8. The Governmental Entity/Municipality has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity/Municipality, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity/Municipality hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity/Municipality to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity/Municipality expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity/Municipality hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity/Municipality hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.
12. This Participation Form is conditioned on the Governmental Entity/Municipality identified above entering into an agreement with the State of Massachusetts (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity/Municipality identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity/Municipality identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Massachusetts, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity/Municipality.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity/Municipality.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Subdivision Distributor Settlement Participation Form**

Governmental Entity/Municipality:	State: Massachusetts
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity/Municipality*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity/Municipality pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity/Municipality is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity/Municipality elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity’s/Municipality’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Massachusetts, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity/Municipality shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
4. The Governmental Entity/Municipality agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity/Municipality is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity/Municipality agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity/Municipality submits to the jurisdiction of the court in the Governmental Entity's/Municipality's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity/Municipality likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity/Municipality has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity/Municipality, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity/Municipality hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity/Municipality to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity/Municipality hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity/Municipality expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity/Municipality hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of

such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's/Municipality's decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity/Municipality hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

13. This Participation Form is conditioned on the Governmental Entity/Municipality identified above entering into an agreement with the State of Massachusetts (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity/Municipality identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity/Municipality identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Massachusetts, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity/Municipality.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity/Municipality.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jeff Cyr, Chair  
Sarah Etelman, Vice-Chair  
Carol Constant, Clerk  
Chris Geraghty  
Andrea Miles

Lisa Wong  
Town Administrator

To: Selectboard  
From: Lisa Wong, Town Administrator  
Date: December 17, 2021  
Re: Capital Planning

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The Capital Planning Committee: Shall consist of not more than nine members (9) each representing committees shown and shall serve for a three (3) year term. Should vacancy occur remaining committee members fill vacancy for balance of term. The current membership of the Capital Planning Committee:

<b>Vacant</b>	<b>Selectboard Rep</b>	2022
Forrest Price Jr	<b>Selectboard Rep</b>	2022
John Pietras	<b>Appropriations Rep</b>	2020
Jeffrey Cyr	<b>Appropriations Rep</b>	2020
Joan Rosner	<b>Planning Board Rep</b>	2020
<b>Theodore Boulais - Chair</b>	<b>Appropriations Rep</b>	<b>2021</b>
Ira Brezinsky	<b>Selectboard Rep</b>	2021
Charles Miles	<b>School Committee Rep</b>	2023
Christine Phillips	<b>School Committee Rep</b>	2023

The Various appointing boards have been contacted to update their appointments to this committee.

Jeff Cyr, Chair  
Sarah Etelman, Vice-Chair  
Carol Constant, Clerk  
Chris Geraghty  
Andrea Miles

Lisa Wong  
Town Administrator

To: Selectboard  
From: Lisa Wong, Town Administrator  
Date: December 17, 2021  
Re: American Rescue Plan Act (ARPA) Funds

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As discussed at the December 7, 2021 Selectboard meeting, the timeline for ARPA funds prioritization, collection, analysis and approvals will be:

1. Review Regulations and Identify Priority Areas, Set approval process, Provide \$\$ parameters such as min/max amounts for categories – December 2021
2. Identify Stakeholders (besides Town Administrator and Selectboard) in each Priority Area, Conduct Outreach and solicited funding proposals – January-March 2022
3. Compile proposals into a report for public review and input – March 2022
4. Prioritize requests and set potential expenditure schedule
5. Approvals required for each project – could be done on rolling basis or set schedule

The following eligible uses were identified. At the end of each category is a list of stakeholders identified so far to include in our outreach.

**CATEGORY 1: COVID–19 Mitigation and Prevention include:**

- a) vaccination programs;
- b) medical care; testing;
- c) contact tracing;
- d) support for isolation or quarantine;
- e) supports for vulnerable populations to access medical or public health services;
- f) public health surveillance (e.g., monitoring case trends, genomic sequencing for variants);
- g) enforcement of public health orders;
- h) public communication efforts; enhancement to health care capacity, including through alternative care facilities;
- i) purchases of personal protective equipment;
- j) ventilation improvements in congregate settings, health care settings, or other key locations; including capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements or adaptations to public buildings to implement COVID–19 mitigation tactics.

Potential Stakeholders: Health Department, Area medical/Public health organizations

Investment Recommended: \$500,000 - \$1million (may be reduced if projects can be funded by other means)

CATEGORY 2: Behavioral Health Care - to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include:

- a) mental health treatment
- b) substance misuse treatment,
- c) other behavioral health services,
- d) crisis intervention,
- e) overdose prevention,
- f) infectious disease prevention,
- g) services or outreach to promote access to physical or behavioral health primary care and preventative medicine

Potential Stakeholders: Health Department, Public Safety Departments, Schools, Area medical/public health organizations, Non profits, Elder Services, Veteran services

Investment Recommended: under evaluation

Category 3: Public Health and Safety Staff. Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for

- a) payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.

Potential Stakeholders: Health Department, Public Safety

Investment Recommended: under evaluation

Category 4: Premium Pay. To provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work. Furthermore, many essential workers are people of color or low-wage workers. These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic. Such workers include:

- a) Staff at nursing homes, hospitals, and home care settings;
- b) Workers at farms, food production facilities, grocery stores, and restaurants;
- c) Janitors and sanitation workers;
- d) Truck drivers, transit staff, and warehouse workers;
- e) Public health and safety staff;
- f) Childcare workers, educators, and other school staff; and
- g) Social service and human services staff.

Potential Stakeholders: See above

Investment Recommended: under evaluation

Category 5: Assistance to Households or populations facing negative economic impacts due to COVID-19 includes:

- a) Food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness;
- b) emergency assistance for burials, home repairs, weatherization, or other needs;

- c) Internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training. low- or moderate-income experienced negative economic impacts resulting from the pandemic.

Potential Stakeholders: Council on Aging, Health Dept, Schools, non-profits, Housing Authority  
Investment Recommended: under evaluation

Category 6: Small Businesses and Non-profits. State, local, and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including: Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;

- a) Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs;
- b) Technical assistance, counseling, or other services to assist with business planning needs.

Potential Stakeholders: Businesses, Health/ Planning Departments, Chamber, non-profits  
Investment Recommended: under evaluation

Category 7: Housing: Eligible services include:

- a) Affordable housing development to increase supply of affordable and high-quality living units

Stakeholders: Planning, Redevelopment Authority, MPIC, Housing Authority  
Investment Recommended: under evaluation

Category 8: Education:

- a) New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;
- b) Evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other extended learning and enrichment programs;
- c) Evidence-based practices to address the social, emotional, and mental health needs of students

Stakeholders: Schools, Recreation  
Investment Recommended: under evaluation

Category 9: Revenue Loss - Recipients may use payments from the Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. Pursuant to sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, a recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency.

Stakeholders: Town Accountant is evaluating this figure  
Investment Recommended: recommend the maximum

Category 10: Investments in Infrastructure - To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband, the Fiscal Recovery Funds provide funds to State, local, and Tribal governments to make necessary investments in these sectors.

- a) Water and Sewer: Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as
- b) building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines
- c) consolidation or establishment of drinking water systems
- d) construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses.
- e) cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.

Stakeholders: Public Works, Capital Planning, IT

Investment Recommended: \$2.5-3.5 million

Jeff Cyr, Chair  
Sarah Etelman, Vice-Chair  
Carol Constant, Clerk  
Chris Geraghty  
Andrea Miles

Lisa Wong  
Town Administrator

## **Town Administrator's Report to Selectboard December 21, 2021**

### **Administration, Finance and Operations**

- Department budget meetings between Department Heads and the Town Administrator are ongoing. The State will hold a consensus revenue hearing on December 21 that will help determine the direction of the state budget, including local aid and Chapter 70 school funding.
- State law mandates yearly ethics training for all public employees, members of a public body or elected/appointed officials. Deadline is April 1, 2022. <http://www.muniprogram.eth.state.ma.us/>
- New Employee: Sandra Farnsworth accepted the position of Council on Aging Program Coordinator. The position will work with the director on planning, organizing and implementing a variety of educational and social programs which include wellness activities and special events. Sandra has great experience as an Activity Director at organizations focused on seniors.
- Census is going out the first week of January. That will include a reminder for dog license renewals, which can be done online. Absentee ballot requests forms will also be available on the website. We don't know yet whether the legislature will allow Vote by Mail.

### **Community Highlights**

- SHTV studio improvements to upgrade the playback server and approved by Town Meeting and Capital Planning are moving forward. A contract was signed with Integrated Solutions Group (Ockers Company).
- I will be the guest speaker at the next Fireside Chats at the Senior Center (formerly Coffee and Conversation) on January 7<sup>th</sup>.

### **Planning and Economic Development**

- The Planning Board voted to endorse updating the town's Housing Production Plan, which expires in June 2022.
- The 12-unit multifamily condo development on Canal Street has not been issued Certificates of Occupancy for 75% of the dwellings and 100% of the building foundations. The roadway has been installed, and the developer completed the sidewalk on High Street, including ADA compliant curb cuts/ramps.
- The state Executive Office of Housing and Economic Development has opened their "Expression of Interest" period through March 18 with the Full Applications period between January and June 2022. The Town can submit 2 proposals, or up to five projects if submitted by February 4. [www.mass.gov/guides/community-one-stop-for-growth#-about-the-one-stop-](http://www.mass.gov/guides/community-one-stop-for-growth#-about-the-one-stop-)

**Public Health**

- South Hadley, has been allocated 2,880 iHealth Labs OTC rapid antigen kits. Each test kit has two tests, for a total 5,760 tests. They are being provided free of charge for distribution to the public, with an emphasis on increasing access for individuals and families who are facing financial hardship. It is the state's expectation that they be allocated equitably and at locations accessible to individuals and families who are determined to be in high need and as quickly as possible during the holiday season. The Health Department has reached out to community groups such as the Senior Center, Housing Authority, church groups, Riverboat Village, the Recreation Department and others. The tests can be completed by residents at home. Test results are available in 15 minutes and samples do not need to go to a laboratory. The tests are for any individuals 2 years of age and up, regardless of vaccination status or whether they have symptoms. People who test positive should isolate for 10 days and notify their close contacts that they may have been exposed to COVID-19. If someone needs help with support resources to be able to safely isolate or quarantine, they should contact their health care provider or the local board of health.

**Public Safety**

- South Hadley Police is hiring! The SHPD is part of the Massachusetts Civil Service program and Potential employees must take the Massachusetts Civil Service examination. This exam for Police Officers is only offered every 12 months, and the next exam is March 16, 2022 with an Application Deadline of January 18, 2022. (late fee registration is February 1, 2022). To register for the Civil Service Police Officer Exam, visit [www.mass.gov/orgs/civil-service](http://www.mass.gov/orgs/civil-service).
- SHPD recently received a \$16,200 grant from the Massachusetts Executive Office of Public Safety, as part of the FFY 2022 MUNICIPAL ROAD SAFETY Grant Program. This annual grant is used to fund traffic enforcement and education initiatives focusing on impaired driving, distracted driving, seat belt enforcement and speed enforcement. The department also received funding to purchase one additional portable speed sign board which they hope to purchase this winter and deploy by spring. Starting in December, additional officers will be assigned as part of the nationwide "Over the limit, under arrest" proactive enforcement to deter drugged/drunk driving.
- SHPD received a \$5,300 grant award for FY 22 from the United States Department of Justice, Community Oriented Policing Office as part of the competitive grant program to assist police departments to attain accreditation. SHPD was awarded funding to offset costs associated with the membership dues and training from the Massachusetts Police Accreditation Commission, Inc as well as software needed to ensure compliance with written policies and standards.

**Public Works & Facilities**

- The Town has received the draft report from BETA Inc. on the traffic study for a truck exclusion on Spring, Hartford and Ludlow Roads and are finalizing the submission to MADOT for approval to move forward with the truck exclusion on those roads.
- DPW finished the installation, calibration and operator training on our closed loop ground speed computers now installed in all of the DPW material spreaders.
- Fall yard waste collection has ended. The Town had three versus the usual two collection rounds.