

**JOINT SELECTBOARD / PLANNING BOARD / MPIC MEETING  
TUESDAY, FEB. 1, 2022  
VIRTUAL AGENDA  
7 P.M.**

**Join Zoom Webinar from your computer:**

<https://us02web.zoom.us/j/88938609778?pwd=SEJFd3Nzc3ZJSG8rV0VjOGJISVJEQT09>

**By phone: +1 646 558 8656 | Webinar ID: 889 3860 9778 | Passcode: 983902**

**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. APPROVAL OF MINUTES:** Draft minutes of Dec. 10, 2021
- 3. ANNOUNCEMENTS/OPEN FORUM**
- 4. TRI-ANNUAL INTERVIEWS**
  - A. Robert Judge – Historical Commission
  - B. Jon Camp – Capital Planning Committee
  - C. Emeile Lyszchyn – Historical Com, MPIC, SEC
  - D. Steven Lauridsen – Bylaw Review Committee
- 5. NEW BUSINESS**
  - A. MPIC
  - B. Section 20D Disclosure
  - C. Loader contract signature
  - D. FY23 Budget
  - E. Buttery Brook Park Rates
- 6. TOWN ADMINISTRATOR’S REPORT**
- 7. ADJOURN**

**SELECTBOARD MEETING  
FRIDAY, DEC. 10, 2021  
DRAFT MEETING MINUTES  
HYBRID SELECTBOARD MEETING – 3:30 P.M.  
REMOTE & COA MULTI-PURPOSE ROOM**

*Present were Chair Jeff Cyr, Vice Chair Sarah Etelman, Member Chris Geraghty, Clerk Carol Constant, and Town Administrator Lisa Wong, and Tech Team members Dan Pease, James Doolittle, Sarah Gmeiner and Kristin Maher. Selectboard Member Andrea Miles was absent.*

**CALL TO ORDER**

Cyr called the meeting to order at 3:30 p.m.

**HYBRID MEETING**

Board members met with the town hall tech team to practice what a hybrid meeting would be like and troubleshoot any tech issues.

**ADJUORN**

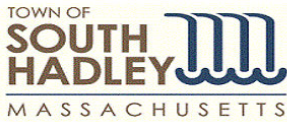
Etelman motioned to adjourn. Constant seconded. All in favor.

**ROLL CALL VOTE**

**Etelman - Aye  
Geraghty - Aye  
Constant - Aye  
Cyr - Aye**

The meeting adjourned at 5:00 p.m.

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



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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noreply@civicplus.com &lt;noreply@civicplus.com&gt;

Tue, Dec 7, 2021 at 10:40 AM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

### Application for Appointment to Board, Commission, or Committee

#### Step 1

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##### 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 From the Following      Historical Commission

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.*

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Please give any details regarding your interest in this appointment.      I served on the Historical Commission for several years until 2008 and I would look forward to doing so again.

#### Please Provide the Following Information

---

Name      ROBERT G JUDGE

---

Email	[REDACTED]
Address1	180 N. Main 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:	[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.	-Historical Commission for several years until 2008 -Selectboard 2008-2012 -Personnel Board for several years until 2008
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	While I was Chairperson of the Historical Commission, I help secure a grant for the town from the Massachusetts Historical Commission.
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	Another Resident

vacancy you are applying  
for?

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If you indicated another  
resident or other above,  
please provide the resident's  
name or provide additional  
details.

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Gerald Judge, member of the Historical Commission

Upload a Letter of Interest

*Field not completed.*

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**SOUTH HADLEY PLANNING BOARD VIRTUAL MEETING  
MEETING MINUTES OF JANUARY 24, 2022**

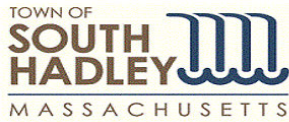
**Present:** Brad Hutchison, Chair; Diane Mulvaney, Vice-Chair; Joanna Brown, Clerk; Nate Therien, Member; Michael Davis, Member; Michael Adelman, Associate Member; Anne Capra, Director of Planning and Conservation; and Colleen Canning, Planning/Conservation Coordinator

**Agenda Item # 7 --- Capital Planning Committee Appointment**

Town Administration asked the Planning Board to consider if a member was interested in serving on the Capital Planning Committee. If no member was interested, the Planning Board could defer appointment to the Selectboard as applications for appointment to the Capital Planning Committee had been received. The Planning Director expressed her intention to work with the Committee. As the Planning Director stated her interest in involvement, no member indicated their desire to serve on the Committee.

**Motion:** Vice-Chair Mulvaney moved to defer appointment of a member to the Capital Planning Committee to the Selectboard. Member Davis seconded the motion. Five **(5)** out of five **(5)** members voted in favor of the motion through roll call.

Respectfully Submitted,  
Colleen Canning, Senior Clerk  
Planning/Conservation Coordinator



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Thu, Dec 23, 2021 at 3:30 PM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

### Application for Appointment to Board, Commission, or Committee

#### Step 1

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##### 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 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.

Capital Planning Committee

Please give any details regarding your interest in this appointment.

I have attended most all the Capital Planning Committee meetings the past 4 plus years as an interested individual.

My past military experience with logistical facility maintenance/replacement would be an asset to the committee. I also have an background in repairing/rebuilding and replacing all types of equipment (management level).

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## Please Provide the Following Information

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Name Jon E. Camp

---

Email

[REDACTED]

---

Address1

202 Lathrop Street

---

Address2

Field not completed.

---

City

South Hadley

---

State

MA

---

Zip

01075-3309

---

Primary Phone

[REDACTED]

---

Alternate Phone

Field not completed.

---

Cell Phone:

Field not completed.

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## General Questions

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

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Are you a Town Meeting Member? Yes

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

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

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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 Meeting Member - current member

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What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)

\* Past Board member on the Pantry, Friends of Buttery Brook, Friends of the South Hadley Dog Park.

\* Assistant Surface Maintenance Manager for the Mass Army National Guard managing fiscal, facilities and maintenance operations of over 275 full time employees.

\* National Guard Bureau (NGB) (Army Side): Logistical Director

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Division) Managed seven Dept Army funded repair/rebuild for sites with 600 employees and then developed four NGB funded repair/rebuild sites.

\* Hqs Dept Army, G-8 Hardware Division: Managed the 2 1/2 & 5 ton truck program of over 84K trucks and 25K trailer with yearly budgets of \$450M to over \$1B. New trucks were purchased, some trucks went to rebuilt programs and some trucks where issued to foreign countries to help them with the war.

Please list any additional information you think may be helpful in reviewing your application.

Education:  
BS AIC  
Masters: Ann Maria College  
Engineer Officer Basic Course Ft Belvoir, VA  
Engineer Officer Advance Course Ft Belvoir, VA  
Many Courses/Instuction classes as full time National Guard employee

Other: Treasure/Superintend of the Village Cemetery of South Hadley Falls (volunteer position)

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

Town Website

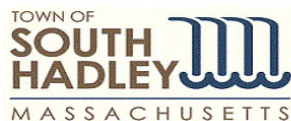
If you indicated another resident or other above, please provide the resident's name or provide additional details.

*Field not completed.*

Upload a Letter of Interest

*Field not completed.*

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



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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noreply@civicplus.com &lt;noreply@civicplus.com&gt;

Mon, Dec 27, 2021 at 7:03 PM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

### Application for Appointment to Board, Commission, or Committee

#### Step 1

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##### 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.*

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Choose From the Following	Cultural Council, Historical Commission, Master Plan Implementation Committee, School Committee, Sustainability and Energy Commission
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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.	<i>Field not completed.</i>
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Please give any details regarding your interest in this appointment.	I came from the Philippines and now am a naturalized citizen. I would like to learn more about South Hadley's history and culture. Also, I have a mother of a 13-year-old boy who is currently in middle school. Furthermore, America has given me so much and its time to give back to my community. I graduated at UMASS with BBA in Operations and Information
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Management and am now a candidate for a Master of Science in Engineering Management program. I can help the community with analytics and research whether for the School Committee or in Sustainability and Energy Commission.

Thanks,

Emelie Lyszchyn  
[44 Old Lyman Rd., South Hadley MA](#)



### Please Provide the Following Information

Name	Emelie Lyszchyn
Email	[REDACTED]
Address1	<a href="#">44 old lyman rd</a>
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:	[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,	I joined the South Hadley Farmer's Market about 3 years ago as a volunteer. I have BBA in Operations and Information management where I can help you with analytics and research.

other volunteer experience,  
employment experience, etc.)

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Please list any additional  
information you think may be  
helpful in reviewing your  
application.

I want to help my community since this country gave me so  
many opportunities. I have diverse background being a Filipino  
national and a 16-year resident in Kuwait.

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

Town Website

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If you indicated another  
resident or other above,  
please provide the resident's  
name or provide additional  
details.

*Field not completed.*

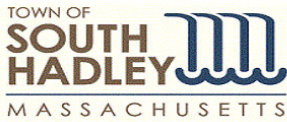
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Upload a Letter of Interest

*Field not completed.*

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



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Tue, Jan 4, 2022 at 10:12 PM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

### Application for Appointment to Board, Commission, or Committee

#### Step 1

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##### 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.*

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Choose From the Following      Appropriations Committee, Bylaw Review Committee

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.

1. Appropriations Committee
2. Bylaw Review Committee

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Please give any details regarding your interest in this appointment.

new in town, looking to get involved, and the Appropriations Committee seems particularly important

(several of the other committees with vacancies seem to be defunct, not having met in years)

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#### Please Provide the Following Information

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Name	Steven Lauridsen
Email	[REDACTED]
Address1	1 Canal St Unit 1A
Address2	<i>Field not completed.</i>
City	South Hadley
State	Massachusetts
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?	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.	Amherst's last representative town meeting, 2019
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	economics BA and brief career as research economist 24 years as high school teacher writer/editor currently
Please list any additional information you think may be helpful in reviewing your application.	see attached letter

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How did you learn of the vacancy you are applying for?      Town Website

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If you indicated another resident or other above, please provide the resident's name or provide additional details.      *Field not completed.*

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Upload a Letter of Interest      [South Hadley committees letter\\_Lauridsen.docx](#)

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

Steven Lauridsen

1 Canal St Unit 1A

South Hadley, MA 01095

To Town of South Hadley,

I am interested in being considered for appointment to a committee in South Hadley town government.

I have recently relocated to South Hadley Falls after five and one-half years living in Amherst and Sunderland. It seems appropriate to extend myself to get involved in the affairs of my new home.

I chose the two committees, Appropriations and Bylaw Review, on the basis of my perception of their importance, although I would be willing to serve on other currently functional committee, board, or commission, as needed. I would serve with no particular agenda, with much to learn and some to contribute.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Steven Lauridsen". The signature is written in a cursive style with a large, prominent 'S' at the beginning.

Steven Lauridsen



## MEMO

To: Selectboard, Planning Board, Master Plan Implementation Committee  
From: Town Administrator Lisa Wong  
Re: Master Plan Implementation  
Date: January 28, 2022

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Background: The Final Draft of the Master Plan was issued in January 2022 and is now on the Town website <https://www.southhadley.org/DocumentCenter/View/9115/2020-Master-Plan-Update---Final-Draft-January-2022>. The Master Plan Implementation Committee (MPIC) monitors progress towards the goals specified in the Town's Master Plan. Using the task matrices developed as part of the planning process, MPIC members meet with the various boards, commissions, committees and staff that have tasks assigned to them in the plan. MPIC inquires about the status of each task, and tries to identify both successful strategies and barriers to progress. Once a year MPIC reports verbally to the Selectboard and the Planning Board, and each May submits a written annual report and updated task matrices to Town Meeting. To prepare for the joint meeting, MPIC's Chair and Vice Chair met with the Town Administrator to review a series of questions for discussion.

1) What consultation and reporting mechanisms will improve collaborative monitoring and management of Master Plan implementation by the Selectboard, Planning Board and Town Administration, and how can MPIC help?

### Discussion:

- Planning Board is in charge of the Plan. MPIC will monitor progress, and make reports and recommendations to the Planning Board, Selectboard and Town Meeting. Town Administrator and Planning staff will assist in facilitating communication between boards, MPIC and the entities and departments charged in the plan with various goals.
- A template for reporting and schedule for reporting should be developed. Reporting could be done as frequently as quarterly but at least on an annual basis.

2) How can collaboration and coordination among entities assigned tasks in the Master Plan be supported when necessary to achieve particular Master Plan goals?

Discussion:

- MPIC can identify trends in the progress reporting data and work with town staff to provide necessary support and communication.
- This can be built into the reporting template, such as by asking for what entities need and identifying barriers to progress.

3) How can progress toward goals be assessed and accountability assigned? (This might entail identifying benchmark measures where they exist, and, in some cases, where useful and practicable, developing metrics specific to particular goals.)

Discussion:

- This can also be built into the reporting template
- MPIC can utilize their meetings to dive into specific issues, make recommendations, and help with prioritization
- There needs to be metrics - qualitative and quantitative

4) Given scarce resources (including staff and volunteer time) how can Master Plan goals be prioritized over time?

Discussion:

- ARPA could be a source of funding to kickoff some projects
- Reports to Town Meeting should outline and support proposals that require their support
- The goals can be incorporated into the budget process, performance based evaluations and other operations

5) How can the public be continuously engaged in the implementation process?

Discussion:

- Develop a Quality of life survey for the public
- Meetings can have a public commenting component

**INSTRUCTIONS FOR DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE  
UNDER G. L. c. 268A, § 20(d)**

**FINANCIAL INTEREST IN A MUNICIPAL CONTRACT**

**SUMMARY**

You are a special municipal employee, as described below. You wish to have a financial interest, directly or indirectly, in a contract made by a municipal agency of the same city or town which you already serve'. You participate in or have official responsibility for the activities of the municipal agency that made the contract. To be eligible for an exemption under § 20(d) of the conflict of interest law, you must fill out a § 20(d) disclosure, and the city council, aldermen, selectmen or town council must approve the exemption. The approved disclosure must be filed with the city or town clerk.

**WHO CAN USE A § 20(d) DISCLOSURE**

You are an **elected or non-elected special municipal employee**, as defined by G.L. c. 268A, § 1(n).

- You are a **selectman in a town with a population of fewer than 10,000 people**; OR
- You are **NOT a mayor, alderman or city councilor**, and the **city council or board of aldermen (if there is no city council) or board of selectmen has expressly classified your position as a special municipal employee position** because:
  - You serve in a municipal position for which **no compensation** is provided; OR
  - You receive **compensation for fewer than 800 hours in the preceding 365-day period**; OR
  - By classification by your municipal agency or by the terms of a contract or the conditions of your employment, you are **permitted to have personal or private employment during normal working hours**, and disclosure of such classification or permission has been filed with the city or town clerk.

You also are a **special municipal employee** if:

- A **municipal agency has made a contract with the company or organization where you work**, and
  - o You are a **“key employee”** because the contract names you or makes it clear **the municipal has contracted for your services in particular**; AND
  - o The contract states that you are a **special municipal employee** or indicates that you meet one of the eligibility requirements above.

If you need advice about whether you are a special municipal employee, please contact the State Ethics Commission.

**WHEN TO USE THE § 20(d) DISCLOSURE FORM**

Section 20 of the conflict of interest law prohibits you from having a **financial interest, directly or indirectly, in a contract made by an agency of the same city or town which you serve**. This financial interest may be:

- A **non-elected, compensated municipal position**, or
- A direct financial interest in a **contract between a municipal agency and you**; or
- An indirect financial interest in a municipal contract – in other words, you have a **financial stake in a contract or transaction between a municipal agency and someone else**, such as a company or organization.

You may be able to use an **exemption under § 20(d)**, however, to keep or add such a financial interest in a municipal contract.

You must use a § 20(d) exemption if the contract is with the **same municipal agency** which you already serve.

You also must use a § 20(d) exemption if, in your position as a special municipal employee, **you participate in or have official responsibility for the activities of the municipal agency that made the contract in which you have a financial interest.**

You will need approval of the exemption from the city council, aldermen, selectmen or town council.

### **FINANCIAL INTEREST IN A MUNICIPAL CONTRACT**

A financial interest may be **direct or indirect, large or small, positive or negative** – a gain or a loss, a benefit or an obligation. Section 20 does not prohibit you from having a financial interest in a municipal contract by owning less than 1% of the stock of a corporation.

**Examples** of financial interests in a municipal contract are:

- You have a **non-elected, compensated municipal employee position** -- this is a **personal services contract** if you work directly for a municipal agency.
- **A municipal agency has a contract with you.**
- **You have a financial stake in a contract or transaction between a municipal agency and another person or an entity**, such as a company or organization.
- You work for a company or organization that has a contract with a municipal agency other than the one you serve as a municipal employee, and the contract identifies you by name or otherwise makes it clear that the municipal has contracted for your services in particular – you are a **“key employee.”**

### **KEEPING OR ADDING A FINANCIAL INTEREST IN A MUNICIPAL CONTRACT**

Depending on the circumstances, you may use a **§ 20(d) disclosure** to report the following facts:

- You **ALREADY HAD** a financial interest in a municipal contract **BEFORE** you became a municipal employee, and you will continue to **KEEP** it, **OR**
- You already are a municipal employee, and you will **ADD** a **NEW** financial interest in a municipal contract.

The disclosure form indicates when **ELECTED** and **NON-ELECTED** municipal employees can use a **§ 20(d) exemption to KEEP or ADD** a financial interest in a municipal contract of the types listed above.

### **WHO SHOULD NOT USE A § 20(d) DISCLOSURE**

If you are **ADDING** an elected or appointed **uncompensated** special municipal employee position, use an **exemption under 930 CMR 6.02** instead of § 20(d).

If you are a special municipal employee because you work for a company and provide professional or legal services under a contract with a City agency, you may be able to use 930 CMR 6.13 to work on a second contract with the same City agency.

If as a special municipal employee, you do not participate in or have official responsibility for the activities of the contracting agency, you may be able to use an exemption under § 20(c).

### **FILING A § 20(d) DISCLOSURE**

In the disclosure, enter information about your **special municipal employee position** at the top of the form.

Enter information about the **financial interest in a municipal contract** in the next parts of the form.

- Answer questions in **BOX # 1** if you are an **ELECTED special municipal employee**.
- Answer questions in **BOX # 2** if you are a **NON-ELECTED special municipal employee**.

**Complete and sign the disclosure form** and submit it to the **city council, board of aldermen (if there is no city council), board of selectmen, town council or district prudential committee for approval**. File the approved disclosure with the **city or town clerk**.

**If you need advice about completing the disclosure, please call the Attorney of the Day at (617) 371-9500 or e-mail the State Ethics Commission at [requestadvice@massmail.state.ma.us](mailto:requestadvice@massmail.state.ma.us).**


**Form revised August 2015**

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE  
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT  
AS REQUIRED BY G. L. c. 268A, § 20(d)**

<b>SPECIAL MUNICIPAL EMPLOYEE INFORMATION</b>	
<b>Name of special municipal employee:</b>	<i>Danielle Cooke</i>
Put an X beside one statement.	<p>I am a <b>special municipal employee</b> because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input checked="" type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input checked="" type="checkbox"/> I serve in a municipal position for which <b>no compensation</b> is provided, or</p> <p><input type="checkbox"/> I earned <b>compensation for fewer than 800 hours</b> in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am <b>permitted to have personal or private employment during normal business hours</b>.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "<b>key employee</b>" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the <b>contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above</b>.</p>
Title/ Position	<i>Board Certified Behavior Analyst (BCBA), serving as Behavior Consultation Team Supervisor at James Levine &amp; Associates, P.C. in South Hadley, MA.</i>
<b>Fill in this box if it applies to you.</b>	<p>If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.</p> <p><i>James Levine &amp; Associates, P.C. 9 College Street, Suite #6 South Hadley, MA 01075</i></p>
Municipal Agency/ Department:	<p>This is "my Municipal Agency."</p> <p><i>South Hadley School Committee</i></p>
Agency Address:	<i>South Hadley School Department 116 Main Street South Hadley, MA 01075</i>
Office phone:	<i>413-538-5060</i>
Office e-mail:	

	Check one: <input checked="" type="checkbox"/> Elected            or <input type="checkbox"/> Non-elected
Starting date as a special municipal employee.	<i>April 14, 2021</i>
<b>BOX # 1</b>  Select either <b>STATEMENT #1</b> or <b>STATEMENT #2.</b>  <b>Write an X by your financial interest.</b>	<p><b>ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am an <b>elected special municipal employee.</b></p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency <b>before</b> I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input checked="" type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input checked="" type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<b>BOX #2</b>  Select either <b>STATEMENT #1</b> or <b>STATEMENT #2.</b>  <b>Write an X by your financial interest.</b>	<p><b>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</b></p> <p>I am a <b>non-elected special municipal employee</b> (compensated or uncompensated).</p> <p><input type="checkbox"/> <b>STATEMENT #1:</b> I had a financial interest in a contract made by a municipal agency, other than an employment contract, <b>before</b> I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>STATEMENT #2:</b> I will have a <b>new</b> financial interest in a contract made by a municipal agency.</p> <p><b>My financial interest in a contract made by a municipal agency is:</b></p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
	<b>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</b>
Name and address of municipal agency	<b>This is the "contracting agency."</b>

that made the contract	<p><i>South Hadley School Department (Special Education Department) 116 Main Street South Hadley, MA 01075</i></p>
Write an X to confirm this statement.	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>
<b>FILL IN THIS BOX OR THE NEXT BOX</b>	<p><b>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</b></p> <p>- Please explain what the contract is for.</p> <p><i>The South Hadley School Department (Special Education Department) maintains contracts with James Levine &amp; Associates, P.C. (the company in which I work) for Behavior Consultation services to the district. These services include ongoing Professional Development opportunities, consultative services to specialized personnel, evaluative services, and program development initiatives. It is my understanding that the School Department holds contracts with a variety of other agencies that provide similar services, and these contracts are all appropriately bid for. I have not been in a position for direct benefit from this contract until being offered a promotion to the Behavior Consultation Team Supervisor position at the end of December 2021. I have not yet signed an official contract to accept this position. This position would still not provide me a direct financial interest to the ongoing or future contracts between James Levine &amp; Associates, P.C. and the School Department, as I would not be named as the service provider. However, as the Team Supervisor, I may stand to have an indirect financial interest, as my supervisees would be completing this work in the district.</i></p>
	<p><b>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</b></p> <p>- Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?</p> <p><i>The entity that holds the contract with the South Hadley School Department is James Levine &amp; Associates, P.C. (the company in which I work). The contract is for Behavior Consultation services to the district.</i></p>
What is your financial interest in the municipal contract?	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p><i>I do not know the dollar amounts or details of the current arrangements between James Levine &amp; Associates, P.C. and the South Hadley School Department as these contracts do not involve me directly and were made before my appointment to the School Committee and before my promotion offer.</i></p>
Date when you acquired the financial interest	<p><i>I received the promotion offer on December 21, 2021.</i></p>

What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it. <i>There is no known figure at this time.</i>
Date when your immediate family acquired the financial interest	<i>I received the promotion offer on December 21, 2021.</i>
Employee signature:	
Date:	<i>January 19, 2022</i>

**SEE NEXT PAGE FOR APPROVAL  
BY CITY COUNCIL, BOARD OF ALDERMEN,  
BOARD OF SELECTMEN, TOWN COUNCIL,  
OR DISTRICT PRUDENTIAL COMMITTEE**

**APPROVAL OF EXEMPTION  
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,  
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	
Name of approving body:  <b>Write an X by one selection.</b>	<input type="checkbox"/> <b>City Council</b> <input type="checkbox"/> <b>Board of Aldermen</b> <input type="checkbox"/> <b>Board of Selectmen</b> <input type="checkbox"/> <b>Town Council</b> <input type="checkbox"/> <b>District Prudential Committee</b>
Title/ Position	
Agency Address:	
Office phone:	
<b>APPROVAL OF § 20(d) EXEMPTION</b>	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval.
Date:	

**Attach additional pages if necessary.**

**File your completed, signed, approved Disclosure with the city or town clerk.**

# TOWN OF SOUTH HADLEY<sup>1</sup>

CONTRACT # \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_ CommBuys VEH 111 \_\_\_\_\_

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DATE: \_\_12/30/2021\_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of South Hadley, 116 Main Street, South Hadley, MA 01075 (the "Town"), and

\_\_\_\_\_Milton Cat\_\_\_\_\_  
["Contractor"]

\_\_\_\_\_Ryan Boudreau\_\_\_\_\_  
[Contact Name for Responsible Person]  
\_\_\_\_\_100 Quarry Dr\_\_\_\_\_

\_\_\_\_\_Milford, MA 01757\_\_\_\_\_

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_774-737-3275\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_ryan\_boudreau@miltoncat.com\_\_\_\_\_  
[email address]

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

Cat 930M Wheel loader as specified in quote plus extended warranty and diamond boom mower. See attached quote. Trade allowance of \$32000.00

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

\$309965.00

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer,

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<sup>1</sup> Contract Long Form - Goods over \$35,000.00

upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$309965.00 \_\_ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. Intentionally Omitted

#### 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 ensure 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 purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

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 Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 06/30/2022, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 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 may terminate this Contract on seven (7) 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 for services rendered to the date 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 on seven (7) 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:

(1) 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

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.

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 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.

- 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 hereby agrees to 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. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to 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. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

## 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 Contract 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.

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, selection, 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, if applicable, 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 Contract, 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 Town Administrator or a majority of the Select Board if \$250,000 or over; 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 of Massachusetts.

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 hereby agrees to 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 hereby 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 hereby 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.

21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

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 a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor agrees to indemnify the Town for all losses, claims, and

actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

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 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.
- 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.
- c. 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.
- d. 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 Contract, 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 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 "MIA" 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. Coverages 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.

- e. 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.

#### 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 Contract.

#### 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. 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 Contract, 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 remedies 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.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a 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.

#### 29. 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 of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 30. 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 address set forth on page 1 or furnished from time to time in writing hereafter.

### 31. 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.

### 32. 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.

[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.

The Town of South Hadley by:

The Contractor by:

\_\_\_\_\_  
Town Administrator<sup>2</sup>                      Date

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date

\_\_\_\_\_  
Department Head                      Date

\_\_\_\_\_  
Print Name

Chief Procurement Officer:

\_\_\_\_\_  
Date

Certified as to Form

\_\_\_\_\_  
Town Counsel                      Date

<sup>2</sup> Select Board Signatures required on Contracts \$250,000.00 and over.

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
has paid all

name of contractor  
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**  
**EXAMPLE CLERK'S CERTIFICATE**

\_\_\_\_\_  
Action of Shareholders  
Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

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: January 28, 2022  
Re: FY23 Budget

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### **Budget Overview**

The FY23 Operations and Capital budget process is compressed due to the change in Town Administration. This preliminary meeting is to highlight the process and bring high level issues forward. More detailed budget discussion will begin in February.

### **Timeline and Process**

December 2021 – TA meets with Department Heads to discuss budget priorities and goals  
January 2022 – Initial budgets by Departments are developed; Governor submits budget on the 26<sup>th</sup>  
Early February 2022 – Town/School combined budget discussions; TA and Superintendent discuss budgets at the Selectboard and School Committee meetings respectively  
February 2022 – Capital projects developed; Capital Planning Committee meeting to be scheduled; TA discusses budget process with Appropriations Committee; initial draft budget is developed  
March 2022 – Further budget discussions and approvals  
April 2022 – Appropriations Committee evaluates budget; Public Meetings  
May 11, 2022 – Town Meeting

### **Revenue Outlook**

- The net Governor's cherry sheet receipts (no offsets) is up \$1,321,428. The assessments are up \$204,095. So the "net" increase is \$1,097,333. Most of the increase ~\$1m is attributed to Chapter 70 and \$70k is attributed to an increase in local aid.  
<https://dls.gateway.dor.state.ma.us/reports/rdPage.aspx?rdReport=CherrySheets.CSbyProgMunis.MuniBudgEst>

### **Expense Outlook**

- General Insurance: MIIA voted to keep rates the same. However, South Hadley had a \$1.7m claim that will increase our insurance significantly over the next years. We will get a better estimate in the next few weeks.
- Health Insurance: The Hampshire County Health Insurance Trust voted to keep rates the same. The Town will estimate any changes to participation levels that will impact the overall cost.
- The Town is looking to implement some equity and community goals. Some will have budget impacts. Some of these can be met with grants. For example, the Police have applied for grants to enhance behavior health supports, and the Health Department has applied for a regional grant to enhance public health initiatives.
- Capital and maintenance: the budget will seek to address immediate concerns as well as work on longer term initiatives.



## Buttery Brook Park

123 Willimansett Street (Route 33), South Hadley, MA 01075  
 Recreation Department 413-538-5030 x6188 (for bookings)  
[recreation@southhadleyma.gov](mailto:recreation@southhadleyma.gov)

Town of South Hadley Website: [southhadleyma.gov](http://southhadleyma.gov) | Buttery Brook Park Website: [butterybrookpark.org](http://butterybrookpark.org)

### 2022 RENTAL INFORMATION

**OPEN:**

<b>Park (General Use)</b>	8:30am to Dusk	
<b>Spray park</b>	TBA	
<b>Pavilion Rentals</b>	8:30am-7:30pm	Pavilion #1 or Pavilion #2 – Every Day from 5/14 to 9/25
<b>Log Cabin Rentals</b>	9am-7:30pm	Available every day from 5/14 to 9/25 Interior space, across from the playground—great for children’s birthday parties!

**PARKING:** FREE

**FEE SCHEDULE:**

<u>Pavilion - accommodates up to 120 guests <b>*See Below</b></u>	
SH Resident:	\$250.00 ( <del>\$215 previous</del> )
SH Business:	\$250.00 ( <del>\$215 previous</del> )
Non-Resident:	\$350.00 ( <del>\$320 previous</del> )
<u>Picnic Tables – for pavilion rentals greater than 120 guests</u>	
Resident:	\$15.00 Each
Non-Resident:	\$20.00 Each
<u>Log Cabin - accommodates up to 30 guests <b>*See Below</b></u>	
SH Resident:	\$125.00 ( <del>\$100 prev</del> )
Non-Resident:	\$150.00 ( <del>\$125 prev</del> )
<u>Deposit - Pavilion and Log Cabin rentals</u>	
Pavilion SH Resident/Non-Resident:	\$100.00
Log Cabin SH Resident/Non-Resident:	\$50.00

**GRILLS:** Guests supply charcoal, utensils, foil, and skillet, etc.

**\*PROPANE GRILLS ARE NO LONGER PROVIDED FOR PAVILION OR LOG CABIN RENTALS**

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

Lisa Wong  
Town Administrator

## **Town Administrator's Report to Selectboard February 1, 2022**

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

- The Secretary of State's office has resolved the database issues for the new South Hadley precincts. The town annual election is proceeding as scheduled and nomination papers will be able to be certified.

### **Community Highlights**

- The Public Library is hosting a virtual program exploring the different musical styles integral to Black History: Music of the Mississippi Delta with Matthew on Wed, Feb 2 at 6:30pm. Black History Month begins on February 1. Sign up at <https://bit.ly/3Fzj9I2>

### **Planning and Economic Development**

- The Town has submitted an application to the Pioneer Valley Planning Commission for technical assistance to see whether a Housing Partnership Board and/or an Affordable Housing Trust would be beneficial to the Town. Housing Partnership Board recommends overall strategies and specific proposals for the development of affordable housing and applications for, and allocation of, federal and state housing development subsidies and grants, and it reviews and makes recommendations on the inclusion of affordable housing in proposals for privately financed multiple-unit developments. Housing Trusts encourage, facilitate, and support the creation of affordable rental and homeownership opportunities

### **Public Health**

- 193 active confirmed cases as of 1/25.
- Vaccination rates have risen 1% in town over the past month primarily due to a 10% increase in vaccination for ages 5-11 (43 to 53%) and a 2% increase for ages 12-15.
- Of the \$95,000 voted on by the Selectboard for COVID response at a January meeting, \$10,000 of the \$60,000 budget has been used to purchase additional test kits. The Town will hold off on purchasing more due the federal government providing free tests, insurance now reimbursing for test kits, and the school department opting to go to the new option of weekly rapid testing.

### **Public Safety**

- Department of Transportation is working with cities and towns to target areas where the speed of vehicle traffic can be calmed in hopes of preventing fatal collisions. During the week of Jan. 10, Transportation Secretary Jamey Tesler said, MassDOT launched its "Safe Speeds" website to provide municipalities with information on speed management and opportunities to seek grant funding to implement speed control measures. In 2021, there were 415 fatalities due to 386 "crash incidents. <https://www.mass.gov/safe-speeds>