

**SELECTBOARD MEETING  
TUESDAY, OCT. 18, 2022  
AGENDA  
SENIOR CENTER LARGE CONFERENCE ROOM  
7 P.M.**

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

<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 Oct. 4, 2022
- 3. ANNOUNCEMENTS / OPEN FORUM**
- 4. CONSENT AGENDA**
  - A. One-Day Beer & Wine License request from Larry Dubois for Oct. 22
- 5. NEW BUSINESS**
  - A. Dog Park License
  - B. ARPA – Land of Low Value
  - C. November Elections
  - D. Canal Park
  - E. Selectboard Meeting times
  - F. Capital Planning Committee – Selectboard appointee
- 6. TOWN ADMINISTRATOR’S REPORT**
- 7. EXECUTIVE SESSION: Under MGL Chapter 39 subsection 32B for purpose of discussing litigation.**
- 8. ADJOURN**

**SELECTBOARD MEETING  
TUESDAY, OCT. 4, 2022  
MEETING MINUTES  
HYBRID / SENIOR CENTER  
7 P.M.**

*Present in person were Chair Jeff Cyr, Vice Chair Andrea Miles, Clerk Renee Sweeney, and Member Carol Constant. Town Administrator Lisa Wong was absent.*

**CALL TO ORDER**

Cyr called the meeting to order at 7:03 p.m.

**ANNOUNCEMENTS/OPEN FORUM**

Constant thanked the health department for the flu and COVID vaccine it held at the Beers & Story parking lot.

**MINUTES**

Constant motioned to approve the draft minutes of Sept. 20, 2022. Miles seconded. All in favor. Unanimous.

**CONSENT AGENDA**

Miles motioned to approve the multiple One-Day Beer & Wine License requests by Karen Franz for Oct. 13 at Gamble Auditorium, Oct. 13 at Prospect Parking Lot, and Oct. 27. Sweeney second. All in favor. Unanimous.

**TRI-ANNUAL APPOINTMENTS**

Miles motioned to appoint Jake Woodruff and James Buckley to one-year terms on the Bike/Walk Committee (2023), Ben Ayres to a 2025 term on MPIC, and Susan LaBonte and Richard Matteson to 2025 terms on the COA. Constant seconded. All in favor. Unanimous.

**SEWER USE FEE WARRANT**

Constant motioned to approve the Sewer Use Fee Warrant for the billing date of Oct. 1, 2022 in the amount of \$1,220,100. Miles seconded. All in favor. Unanimous.

**PAVING CONTRACT**

Cyr motion to approve the paving contract to Ondrick Materials and Recycling, LLC in the amount of \$417,604. Sweeney seconded. All in favor. Unanimous.

**ARPA – JUDD BROOK**

Constant motioned to approve \$32,000 in American Rescue Plan Act funding for the Judd Brook project as outlined in the September 16, 2022 scope from Vortex Services. Sweeney seconded. All in favor. Unanimous.

**SPECIAL TOWN MEETING**

The board discussed the special town meeting at the high school auditorium on Nov. 30. Staff will work on finalizing warrant articles by working with legal, Appropriations and

the Bylaw Review committees before submitting the warrant for Selectboard approval.

**TA REPORT**

For the full town administrator's report, see the Oct. 4, 2022 Selectboard Meeting Packet on the town website.

**ADJOURN**

Miles motioned to adjourn. Constant seconded. All in favor. Unanimous.  
The meeting adjourned at 7:20 p.m.

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

DRAFT



# OD-68

1 Day Alcohol License

**Status:** Active

**Date Created:** Oct 6, 2022

## Applicant Email

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

## Permit Info

### Permit For

1 Day Beer and Wine

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



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



## Event Details

**Date of Event**

10/22/2022

**Name or Organization Hosting Event**

Saving Lives

**Provide a Detailed Description of What The Event Is**

Event to educate on new AED and Pickleball Tournament

**Street Address of Where The Event is Held**

123 Willimansett St. South Hadley

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

12:00 PM - 8:00 PM

**Memorandum of Agreement**  
**Town of South Hadley**  
**and**  
**Friends of South Hadley Dog Park**  
August 27, 2019

Term: October 1, 2022 to September 30, 2025

The purpose of this Memorandum of Agreement is to clearly outline the responsibilities and expectations assigned and agreed upon by both the Town of South Hadley (Town) and the Friends of the South Hadley Dog Park (Friends).

The Town will apply for grants related to the design and construction of free leash "Dog Park" which require municipal application. The Selectboard will use funds from said grants and money specifically appropriated by Town Meeting for costs related to establishing a "Dog Park". The park is to be built on a specific publicly owned parcel designated by the South Hadley Selectboard along Mulligan Drive.

The Town will provide the following; limited snow removal (within five days of end of storm, only in paved parking and road to access), will assist with seasonal upkeep by way of debris removal and will support operations as municipal capacity will allow and as formally requested in writing to the Selectboard. The Selectboard will allow signage on the interior and exterior of the chain link fence related to the activities, promotion or sustainability of the park, as allowed by the grantor and municipal by-laws. The Town reserves all permanent name rights of the park.

The Friends of the South Hadley Dog Park will be generally responsible for park operations, including but not limited to generally maintaining the grounds, keeping the property free of waste, setting schedule of hours, keeping "rules" posted in a conspicuous place at the park and enforcing said "rules" proposed by the "Friends" and accepted by the South Hadley Selectboard. Any modification of the rules must be submitted by the "Friends" and accepted by the Selectboard before it is implemented.

A member of the Friends will be assigned to be the liaison between the Friends and the Town by FOSHDP. The Recreation Director and the Town Administrator should be notified as soon as possible by the liaison if there is a violation of the rules, if there is vandalism or any damage to the park, if there is known or suspected illicit or illegal activity in the area (call 911 for immediate response), if there is injury to a dog or person and provide a report to the Selectboard on operations at least annually. The Friends will make arrangements to secure the park when closed and re-open as appropriate and allowed.

The Town reserves the right to close the park at any time and will make reasonable efforts to notify the Friends in advance of a park closure if possible. The Town does not accept responsibility for any equipment, furnishings or devices left at the park by the Friends or park visitors. The Town reserves the right to install equipment, gain access, and make modifications or alterations to the park and ancillary property for the purpose of public safety without consent of the "Friends". The "Town" instructs Administration to give notice to FOSHDP of any modification, closures or access within a reasonable period of time (72 Hours or less).

The Friends will carry a two million (\$2,000,000) liability policy with the Town of South Hadley as a named insured party (with renewal presented annually). The Friends will keep a copy of a Workmen's Compensation Insurance on file for any vendors or contractors who perform services for the Friends. The Friends will notify the Town prior to any work being performed, beyond regular maintenance.

The Friends are expected to contract services to maintain the park, the parking lot, and the surrounding related properties or otherwise satisfy the needs of the park. The Friends will be responsible for any and all contractors, supplies, utilities or repairs/maintenance necessary to safely support the park. The Friends will be responsible for

all permitting post construction, including but not limited to subsequent Storm Water Permit approvals and reporting. The Friends will abide by and manage all permit and legal requirements associated with this park.

The Friends will pay the Town \$5,000 (in-kind contributions will be considered and must be approved by the Town) annually net of any related verifiable expenses incurred by this agreement, including but not limited to insurance premiums, maintenance, organizational cost, advertising and other Friends expenses expended by FOSHDP on this dog park. The balance will be kept in a separate gift account within the Recreation Department revolving account to be spent at the recommendation of the FOSHDP and the direction of the South Hadley Selectboard. The Friends will provide to the Town a report annually to the Town as to this clause by February first each year. Any modification of this agreement must be approved by the South Hadley Selectboard and FOSHDP and will be reviewed annually in March.

### **Friends of South Hadley Dog Park Rules**

#### **Human Rules**

1. **ENTER AND USE THIS PARK AT YOUR OWN RISK** - Dog owners are legally responsible and liable for their dogs and any injuries caused by them. Neither the town of South Hadley nor the Friends of South Hadley Dog Park bear any liability for any injury, illness, or damage caused by any dog or their handler.
2. This playground is intended for dogs. It is recommended that no infants or small children visit the dog park. Children younger than 16 must be accompanied by an adult.
3. Equipment in the dog park is for dogs only. Please do not let children climb on the equipment.
4. Keep your dogs within view at all times. Dogs must not be left unattended in the park.
5. You must clean up after your dogs, yourself, and any children with you. All dog waste must be carried out of the park and disposed of properly. Fill in any holes that your dog digs.
6. Because the South Hadley Dog Park is a property owned by the town of South Hadley, no smoking, vaping, or substance use is allowed.

#### **Dog Rules**

1. All dogs must have an up to date license by their city/town and a current rabies vaccination. Collar tags or other proof of license/vaccination must be available at all times.
2. No dogs determined to be a "dangerous dog" pursuant to MGL ch.140 157 are allowed in the park.
3. The Small Dog Park is limited to dogs weighing around 30 pounds or less.
4. The Large Dog Park area is open to dogs of all sizes at the owner's discretion.
5. Limit two (2) dogs per person per visit.
6. No female dogs in heat are allowed in the park.
7. For the safety of your dogs and other park visitors, prong/pinch, choke, and spiked collars are prohibited inside the fenced area.

**Any violation of the above rules could result in a suspension of a dog handler's right to use the dog park.**

**For an emergency, please contact South Hadley Animal Control or the Police Department at 538-8231.**

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**Lisa Wong**  
**South Hadley Town Administrator**

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**Friends of the South Hadley Dog Park**

TOWN OF SOUTH HADLEY  
LICENSE TO ENTER AND USE TOWN-OWNED LAND  
FOR DOG PARK

**Preamble**

This License is a license, by and between the Town of South Hadley (the "Town"), a duly organized municipal corporation having its principal place of business at 116 Main Street, Room 109, South Hadley, Massachusetts and the Friends of South Hadley Dog Park, Inc. ("Licensee" or "Friends"), a nonprofit corporation duly established under the laws of the Commonwealth of Massachusetts, having its principal place of business at 180 No. Main Street, South Hadley, Massachusetts.

WHEREAS, The Town is the owner of certain land (the "Licensed Premises") shown on a plan entitled "Friends of the South Hadley Dog Park" prepared by legal counsel on behalf of the "Town of South Hadley" and dated September 17, 2019 and attached hereto as *Exhibit A*; and

WHEREAS, Licensee desires to enter upon the Licensed Premises for the purposes described in Article 4 of this License;

**Grant of License**

- I. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor grants the privileges of such entry, the permitted uses defined in Article 4 of this License, and the other privileges set forth in this License, and Licensee accepts the same, for the mutual promises set forth herein, the parties agree as follows:

**REFERENCE DATA**

- |      |                              |   |
|------|------------------------------|---|
| i.   | Term of License:             | October 1, 2019 to September 30, 2022   |
| ii.  | Mailing Address of Licensor: | Town of South Hadley<br>Town Administrator<br><br>116 Main Street<br>South Hadley, MA 01075 |
| iii. | Mailing Address of Licensee: | Friends of South Hadley Dog Park<br>180 No. Main Street<br>South Hadley, MA 01075           |
|      | Telephone Number:            | ( 413 - 348 - 5367 )  |
|      | Email address:               | southhadleydogpark@gmail.com  |
| iv.  | Licensed Premises:           | Land off Mulligan Drive, as shown on <i>Exhibit A</i> attached hereto.                      |
| v.   | Name of Licensed Premises:   | The Town reserves all permanent name rights of the Licensed Premises.                       |

- v. Permitted Use: Recreational off-leash dog park, as further described in Article 4 of this License.
- vi. Term of License: Three (3) years, as further defined in Article 6 of this License.

**2. LICENSED PREMISES**

- i. Entry and use are limited to the Licensed Premises, as shown on the plan(s) or diagram(s) attached to this License as *Exhibit A*.
- ii. Licensee's employees, agents, and contractors shall have, as appurtenant to this License, the non-exclusive use, in common with others entitled thereto, of any sidewalks, driveways, parking area, and entrances and exits from public streets and highways serving the Licensed Premises.

**3. CONDITION OF THE LICENSED PREMISES**

Friends acknowledges and agrees as follows:

- i. Friends accepts the Licensed Premises in "as-is, where-is" condition.
- ii. The Town is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- iii. The Town has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Friends's intended purpose or use.

**4. PERMITTED USES**

The privileges of Friends under this License with regard to the Licensed Premises shall be for the following and no other purposes and uses (the "Permitted Uses") unless further authorized by the South Hadley Selectboard:

Recreational Dog Park: for use by dog owners to bring their dogs for off-leash recreation and socialization with other dogs and for other uses incidental thereto, including improvement, repairs and maintenance of the Licensed Premises for such intended use, installation and posting of signs, benches, a kiosk, a shade structure, and waste pickup stations, which are hereby approved by the Town. Such incidental uses may be made by the Friends during any time of the term of the license.

Use shall be in accordance with the Friends of South Hadley Dog Park Rules (the "Rules") attached hereto and incorporated by reference into this License as *Exhibit B*, and all applicable state, federal, and local laws and regulations. Any modification of the Rules must be submitted by Friends to the Town and accepted by the Selectboard before implementation.

**5. LICENSEE'S EQUIPMENT**

Friends, or their agents, employees, volunteers, or contractors, may bring such vehicles and other equipment upon the Licensed Premises for maintenance purposes, subject however, to the following limitations:

- i. No vehicles or equipment shall be caused to remain upon the Licensed Premises for any period of time beyond what is reasonably necessary to conduct regular maintenance procedures of the Licensed Premises.

**5.1 SIGNAGE**

Friends, at its sole expense, will erect or cause to be erected and continuously maintained in a legible condition, signs displaying, at a minimum, the following information:

- i. Friends contact information
- ii. Requirements concerning waste removal and disposal
- iii. Hours and days of operation.

In addition, Friends may post signs on the interior and exterior of the chain link fence related to the activities, promotion or sustainability of the Licensed Premises, as allowed by the Selectboard and Town by-laws.

**6. TERM**

- i. The term of this License shall be three (3) years.
- ii. The term of this License shall commence on October 1, 2019 and shall expire on September 30, 2022 unless terminated earlier in accordance with the terms of Article 17.

**8. PERMITS**

It shall be the responsibility of Friends to obtain any such permit or license which may be necessary for the ongoing operation, use, and maintenance of the Licensed Premises, at Friends's sole cost and expense.

**9. ALTERATION OF THE LICENSED PREMISES**

- i. Except as provided in Articles 4 and 5 and this Article 9, Friends shall make no alterations or improvements upon the Licensed Premises.
- ii. Friends shall not make any additional alterations or improvements upon the Licensed Premises unless Friends has obtained the Selectboard's prior written approval and consent. The Selectboard shall review and respond in a timely manner to any reasonable requests by Friends to make such alterations or improvements.
- iii. Any such additional alterations or improvements by Friends shall be made strictly in accordance with terms and conditions established in writing by the Selectboard. Such terms may include, without limitation, prior written approval of plans, insurance coverage, and a requirement that Friends remove any or all of Friends's alterations or improvements upon the expiration or earlier termination of this License.

- iv. All such alterations or improvements remaining upon the Licensed Premises after the expiration of this License shall be subject to the provisions of Article 11(xi) hereof.
- v. Any work conducted utilizing Town funds must be carried out in compliance with Massachusetts General Laws Chapter 30B.

10. **UTILITIES**

- i. The Licensed Premises are not served by any utilities.

11. **CONDUCT OF LICENSEE**

i. Compliance with the Town's Directives

Friends agrees to observe and obey all bylaws, regulations and rules of the Town of South Hadley. The Town agrees to provide Friends with notice of any new bylaws, regulations and rules affecting use of the Licensed Premises as a Recreational Dog Park that are enacted after the date of this License, such notice to be given by hand, facsimile, or registered or certified mail to duly designated personnel of Friends.

ii. Compliance with Laws

Friends shall at all times operate the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, and licenses.

iii. Communication with the Town

Friends shall designate one of its members to serve as a liaison between Friends and the Town. The liaison shall notify the Recreation Director and the Town Administrator as soon as possible if:

- a. there is a violation of the Rules;
- b. there is vandalism or any damage to the License Premises;
- c. there is known or suspected illicit or illegal activity in the area (call 911 for immediate response); and
- d. there is injury to a dog or person.

The liaison shall provide a report to the Selectboard on operations three (3) times a year (April, July, and October).

iv. Repair of Damage

Friends shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Friends's responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Friends or others, but excluding damage or breakage caused by employees, agents, or contractors of the Town. All repairs made by Friends shall be performed in a manner satisfactory to the Town. The Town shall have the option to make such repairs for the account of Friends, in which event Friends shall reimburse the Town for any and all costs incurred by the Town to make such repairs. Friends shall make payment within ten (10) business days after written demand by the Town.

v. Sanitation

Friends shall maintain the Licensed Premises in a sanitary condition and shall follow all directions of the Town with regard to the collection and disposal of refuse.

Friends shall be solely responsible for providing, at Friends's sole cost and expense, regular cleaning and maintenance of the Licensed Premises including, but not limited to, the removal of dog waste and other rubbish and debris from the enclosed play area and surrounding vicinity, and regular emptying of waste barrels.

- vi. Security  
Friends shall make arrangements to secure the Licensed Premises when closed and re-open as appropriate and allowed. Friends shall be solely responsible for providing, at Friends's discretion and its sole cost and expense, any additional security measures on the Licensed Premises.
- vii. Cost of Operations  
Except as otherwise expressly set forth in this License, Friends shall be responsible for any and all costs and expenses associated with Friends's operations upon the Licensed Premises.
- viii. Operations Limited to Permitted Uses  
Friends shall not conduct, nor permit any of its employees, agents, contractors, or invitees to conduct any operations or business upon the Licensed Premises except for that permitted by this License, unless prior written authorization is provided by the Town. Any such additional authorization shall be given or denied solely at the Town's discretion.
- ix. Hazardous Materials  
Friends agrees that Friends shall not cause or permit any Hazardous Material to be used, generated, stored, or disposed of on, under, or about, or transported to or from the Licensed Premises. As used herein, "Hazardous Material" shall be defined as provided in Section 2 of Chapter 21E of the General Laws of Massachusetts and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time. "Hazardous Material" does not include dog waste, ordinary cleaning products, household paint, and gardening or landscaping material to be used in connection with the Dog Park.
- x. Alcoholic Beverages  
Friends shall not bring, store, maintain, consume, or serve alcoholic beverages upon the Licensed Premises, nor allow any of Friends's employees, agents, contractors, or invitees to do the same.
- xi. Surrender of Licensed Premises  
Upon the expiration or earlier termination pursuant to Article 17 of this License, Friends shall immediately vacate and surrender the Licensed Premises to the Town, except that Friends may enter the premises for the purposes of removal of Friends's property and restoration as set forth herein. Friends shall, within thirty (30) days following the date of such expiration or termination, remove all of Friends's property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear and damage by fire or other casualty only excepted, and subject further to any obligation Friends may have hereunder to make repairs or improvements to the Licensed Premises. Upon agreement of the parties, Friends may abandon all or part of its property improvements it has made in place. If any of Friends's personal property remains on the Licensed Premises more than thirty (30) days after the expiration or earlier termination of this License without a written

agreement between the parties, said property shall be deemed abandoned and may be retained by the Town without any compensation to Friends, or said property may be removed and either stored or disposed of by the Town at the sole cost and expense of Licensee.

xii. Compensation

Friends will pay the Town \$5,000.00 annually net of any related verifiable expenses incurred by this license, including but not limited to insurance premiums, maintenance, organizational cost, advertising, and other Friends expenses expended by Friends on the Licensed Premises. The balance will be kept in a separate gift account within the Recreation Department revolving account to be spent at the recommendation of Friends and the direction of the South Hadley Selectboard. The Friends will provide to the Town a report on an annual basis as to this clause by February 1<sup>st</sup>.

**12. ASSUMPTION OF RISKS**

- i. Friends agrees that Friends shall use and occupy the Licensed Premises at Friends's own risk, and the Town shall not be liable to Friends for any death or personal injury, or for any loss or damage to vehicles, equipment, fixtures, or other personal property of Friends that are brought upon the Licensed Premises.
- ii. Friends accepts complete liability for the acts, omissions, and negligence of Friends and the officers, agents, contractors, and employees of Friends while present upon the Licensed Premises or while exercising Friends's rights hereunder.
- iii. Without limiting the foregoing, the Town shall have no liability to Friends or to Friends's invitees for any injury, death, loss, or damage caused by any act of Friends's invitees, officers, agents, contractors, employees, or members of the general public.

**13. INDEMNIFICATION**

- i. Friends shall indemnify the Town and save it harmless from and against any and all injury, loss, claim, action, damage, or liability, to persons or property, arising out of any act, failure to act, or negligence of Friends, or of Friends's officers, agents, contractors, employees, or invitees relating to the Friends's use of the Premises, any failure on the part of Friends to comply with any provision or term of this License, or relating to the exercise by Friends of rights under this License. Any negligent, reckless, unauthorized, or wrongful act on the part of any member of the public using the Licensed Premises shall be the sole responsibility of that individual.
- ii. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereof, relating to Friends's use of the Premises, any failure on the part of Friends to comply with any provision or term of this License, or relating to the exercise by Friends of rights under this License.

**14. INSURANCE**

Friends shall keep in force, at Friends's sole cost and expense during the full term of this License and during such other times as Friends occupies the Licensed Premises or any part thereof, the following insurance policies:

- i. Comprehensive general liability insurance insuring Friends against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of \$3,000,000.00 per occurrence; \$3,000,000.00 aggregate for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Friends of the indemnity agreements set forth in Article 13 of this License.
- ii. Vehicle Liability Insurance covering each vehicle of Friends entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.
- iii. All insurance coverage required by this Article 14 shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.
- iv. Each said insurance policy shall name the Town of South Hadley as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten (10) days prior written notice to Friends, who in turn shall be responsible for providing immediate notice of cancellation to the Town. Cancellation, reduction, or other material alteration shall be grounds for termination of this License pursuant to Article 17 of this License.
- v. If Friends fails to obtain or to maintain any of the insurance coverage required by this Article 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Article 17 of this License.
- vi. One or more certificates of insurance showing insurance coverage as required by this Article 14 are attached to this License as *Exhibit C*.

Friends shall keep a copy of Workmen's Compensation Insurance on file for any vendors or contractors performing services for Friends.

#### **15. ASSIGNMENT**

Friends shall not sell, assign, sublicense, mortgage, or transfer any interest in this License without obtaining, in each instance, the prior written consent of the Town. The decision to grant or withhold such consent shall be at the Town's sole discretion.

#### **16. RIGHTS OF LICENSOR AND AGENCY TO ENTER**

- i. The Town reserves the right to enter upon the Licensed Premises at any time to make repairs, perform maintenance, inspect the Licensed Premises, show the Licensed Premises to others, monitor compliance with this License, or for any other reason.
- ii. The Town reserves the right to install equipment and make moderations or alterations to the Licensed Premises and ancillary property for the purpose of public safety without consent of Friends. The Town shall given notice to Friends of any modification, closures, or access within a reasonable period of time (72 hours or less).
- iii. Friends shall not interfere with the exercise of this right and shall cooperate with the Town, other representatives of the Town of South Hadley, and their agents.

- iv. The Town shall have the right to enter the Licensed Premises to provide the following: limited snow removal (within five (5) days of end of storm, only on paved parking and the access road), assistance with seasonal upkeep by way of debris removal, and support for operations as municipal capacity allows and formally requested by Friends in writing to the Selectboard.

## 17. TERMINATION

This License shall expire on the date specified in Article 6(ii), unless terminated earlier under the following conditions:

- i. Without Cause. If circumstances that were unanticipated at the time this License was issued, or that are beyond the control of Friends or the Town, result in an inability to continue this License for its full term, then either Friends or the Town may terminate this License by giving written notice to the other party at least ninety (90) calendar days prior to the effective date of termination stated in the notice.
- ii. For Breach. Notwithstanding the foregoing, each party can terminate this License upon sixty (60) days' prior written notice to the other if the other party fails to comply with the terms of this License (provided said notice specifies the default and that the non-complying party fails to cure the default within said sixty (60)-day period or such longer period as mutually agreed upon). The notice shall specify in reasonable detail the nature of the alleged breach or non-compliance.
- iii. Emergency. If the Town determines that it is necessary to terminate this License or suspend Friends's rights hereunder immediately in order to prevent injury or damage to persons or property, including, but not limited to, the interest of the Town of South Hadley in the Licensed Premises, or to protect state or federal funds, the Town may terminate this License or suspend Friends's rights hereunder by providing written notice to Friends stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, fax, or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Friends.
- iv. Surrender of Premises. In the event this License is terminated in accordance with any of the provisions of this Article 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Article 6, and Friends shall vacate and surrender the Licensed Premises as provided in Article 11(x).
- v. Entry by Licensor. Within thirty (30) days following the expiration or earlier termination of this License, or any time prior thereto, Friends may enter upon the Licensed Premises to remove Friends's property. Upon agreement of the parties, Friends may abandon all or part of its property improvements it has made in place. If any of Friends's personal property remains on the Licensed Premises more than thirty (30) days after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by the Town without any compensation to Friends, or said property may be removed. If Friends does not cease to operate the Recreational Dog Park upon expiration or earlier termination of this License, the Town may enter upon the Licensed Premises or any part thereof to secure the Licensed Premises so as to exclude Friends and its agents or invitees. This remedy shall be without prejudice to any other remedies that the Town may have for breach of this License by Friends.
- vi. Liability. A termination of this License in accordance with any of the provisions of this Article 17 shall not impair any other rights and remedies available to the parties at law or in equity.

- vii. Waiver. Friends expressly waives any right to damages related to such termination, including, without limitation, incidental or consequential damages.

**18. NO ESTATE CREATED**

- i. This License shall not be construed as creating or vesting in Friends any estate in the Licensed Premises, but only the privileges of entry and use as herein described.
- ii. Friends understands, acknowledges, and agrees that Friends is acquiring no interests or rights whatsoever in or to the Licensed Premises by virtue of this License and that Friends is hereby granted the privileges of entering and using the Licensed Premises in accordance with the provisions of this License.
- iii. This License does not constitute the granting of an interest in real property for any purpose, and Friends shall not have any right to make any permanent improvements to, nor to install any permanent fixtures on, the Licensed Premises, unless such improvements or fixtures are explicitly authorized by Article 4 hereof or by other written authorization subsequently given by the Town pursuant to Article 9 hereof.
- iv. Friends shall have no right to require specific performance of the obligations of the Town hereunder.

**19. NON-DISCRIMINATION**

- i. Friends shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Friends, nor shall Friends deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
- ii. Friends shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

**20. NOTICES**

- i. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under this License shall be in writing and signed by a duly authorized representative of the party giving the notice, and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- ii. Such notices shall be sent or addressed to the Town and Friends at the addresses set forth in Article 1 of this License.
- iii. Notices may also be sent by fax to either party, provided a fax number is given for such party in Article 1 of this License.
- iv. By notice given hereunder at any time and from time to time, the Town or Friends may designate a different address or fax number to which notices shall be sent.

- v. Notices served as aforesaid shall be deemed given for all purposes on the date shown on the receipt for such delivery or as of the date such notice was sent if notice is given by fax or if delivery is refused or acceptance could not be obtained.

## 21. INTEGRATION

This License, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, offers, counteroffers, agreements and understandings of the parties regarding said subject matter, whether written or oral, all of which are hereby merged into and superseded by this License.

## 22. MISCELLANEOUS PROVISIONS

- i. This License may not be modified except in a written document duly executed by both parties.
- ii. Friends, its employees, officers, contractors, or agents are not authorized to bind or involve the Town of South Hadley or any of its agencies in any contract or to incur any liability for or on the part of the Town of South Hadley.
- iii. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion, provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.
- iv. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgence shall be effective unless expressed in writing by Licensor.
- v. The Preamble of this License is an integral part of this License and not mere recitals.
- vi. The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions hereof.
- vii. No official, employee, or consultant of the Town of South Hadley shall be personally liable to Friends or to any person claiming under or through Friends for or on account of any alleged breach of this License, or for any act, failure to act, or other matter arising out of the execution of this License or the performance of the Town's obligations hereunder.
- viii. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.
- ix. This License is to take effect as a sealed instrument.
- x. The following exhibits and attachments are made a part of this License for all purposes:

- \_\_\_\_\_ *Exhibit A - Plan of Licensed Premises*
- \_\_\_\_\_ *Exhibit B - Park Rules*
- \_\_\_\_\_ *Exhibit C - Certificate of Insurance*

[SIGNATURE PAGE TO FOLLOW]

WITNESS the duly authorized signatures of Licensee and Licensor on three (3) counterparts of this License, each of which shall be considered to be an original, for all intents and purposes. This License shall be valid upon, but not before, the delivery of a fully executed counterpart to Licensee by Licensor.

**LICENSEE: FRIENDS OF SOUTH HADLEY DOG PARK**


By: Brendel Mathieu President  
Authorized Signature Title  
9/17/19  
Date

Brendel L. Mathieu 9/17/19  
Signer's Printed Name Date

By: Jill Cullen Board member  
Authorized Signature Title

Jennifer Cullen 9/17/19  
Signer's Printed Name Date

**LICENSOR:  
THE TOWN OF SOUTH HADLEY**

  
MICHAEL J. SULLIVAN  
TOWN ADMINISTRATOR  
DULY AUTHORIZED

Date: 9-17-19

**Exhibit A**

## Exhibit B

### Friends of South Hadley Dog Park Rules

#### Human Rules

1. **ENTER AND USE THIS PARK AT YOUR OWN RISK-** Dog owners are legally responsible and liable for their dogs and any injuries caused by them. Neither the town of South Hadley nor the Friends of South Hadley Dog Park bear any liability for any injury, illness, or damage caused by any dog or their handler.
2. This playground is intended for dogs. It is recommended that no infants or small children visit the dog park. Children younger than 16 must be accompanied by an adult.
3. Equipment in the dog park is for dogs only. Please do not let children climb on the equipment.
4. Keep your dogs within view at all times. Dogs must not be left unattended in the park.
5. You must clean up after your dogs, yourself, and any children with you. All dog waste must be carried out of the park and disposed of properly. Fill in any holes that your dog digs.
6. Because the South Hadley Dog Park is a property owned by the town of South Hadley, no smoking, vaping, or substance use is allowed.

#### Dog Rules

1. All dogs must have an up to date license by their city/town and a current rabies vaccination. Collar tags or other proof of license/vaccination must be available at all times.
2. No dogs determined to be a "dangerous dog" pursuant to MGL ch.140 157 are allowed in the park.
3. The Small Dog Park is limited to dogs weighing around 30 pounds or less.
4. The Large Dog Park area is open to dogs of all sizes at the owner's discretion.
5. Limit two (2) dogs per person per visit.
6. No female dogs in heat are allowed in the park.
7. For the safety of your dogs and other park visitors, prong pinch, choke, and spiked collars are prohibited inside the fenced area.

**Any violation of the above rules could result in a suspension of a dog handler's right to use the dog park.**


**For an emergency, please contact South Hadley Animal Control or the Police Department at 538-8231.**

## Exhibit C

KEVIN E. TAUGHER, Chair  
THOMAS R. REIDY, Clerk  
LYNN MASSON, Member

MELISSA L. COUTURE RIMBOLD, Associate Assessor  
MAUREEN CRONIN, Assistant to Associate Assessor

# Memo

Date: 10/14/2022  
To: Lisa Wong, Town Administrator  
From: Melissa L. Couture Rimbold, Associate Assessor   
RE: Owner Unknown, Land of Low Value and Tax Title Project

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The importance of this project was realized about eight (8) years ago and in fiscal 2015 the town made its first attempt at foreclosing on properties utilizing the Land of Low Value Foreclosure procedure through Department of Revenue. This is a less costly approach to foreclosure and can be used on properties valued under a certain limit set by the Commonwealth annually. We found through this attempt that much more work needed to be completed.

Simultaneously discussions were being held surrounding research to determine lands listed as Unknown Owner to be able to proceed with tax takings and foreclosure or reassessment as needed. When this project began, we had twenty-two (22) of these "unknown" properties and as of this writing we are down to four (4).

If funding is provided, my hope is to clear up these unknown properties to ensure the Collector can move forward with tax takings and foreclosure if needed.

The clear goal is in returning any and all properties onto the tax roll as well as ensuring opportunities to develop and/or sell other properties through these processes.

I have provided for you an updated listing of all associated properties along with an updated timeline for this project from 2015 to present.

I will be in attendance at the Selectboard meeting on Tuesday, October 18 to answer any questions you or the board may have.

If you have any questions or need anything further, feel free to contact me.

**Owner Unknown, Land of Low Value and Tax Title Properties**

Map/Parcel/Unit	Owner	Location	Land use code/description (Assessors)	Total Due (as of 9/14/22)	Fiscal 2022 Assessed Value	Notes	Designation	Next Steps
005A00660000	Town of South Hadley	50 School Street	9030 - Exempt	\$		Town owned since 2007		MOVE FROM TAX TITLE
005B00140000	Stanley B. & Joni A. Kolakowski	1 E School Street	1050 - Three family	\$ 9,201.97	\$ 185,800		TT	
005B00630000	Stanley B. & Joni A. Kolakowski	E School Street	1320 - Undevelopable	\$ 511.01	\$ 5,300		LOLV/TT	
000601320000	Judith Bartlett & Megan M. Bartlett	41 Michael Drive	1010 - Single Family	\$ 2,172.08	\$ 269,100		TT	
006C00120000	Spring Street Aquaduct	Spring Street	1320 - Undevelopable	\$ 12,010.86	\$ 9,000		LOLV/TT	
006C00190000	R W Maynard	Spring Street	1320 - Undevelopable	\$ 15,668.25	\$ 17,400		LOLV/TT	
006C00450000	Unknown	Ingram Street	1320 - Undevelopable	\$ 1,931.84	\$ 2,300		OU/LOLV	Owner research needed for permission to assess from DOR for fiscal 2017 and prior years.
020D00160000	Lamb Heirs Estate of George E	Wells Street	1320 - Undevelopable	\$ 15,896.33	\$ 8,500		LOLV/TT	
0016088A0000	Carl W. & Blanche E. Hanson	Granby Road	1320 - Undevelopable	\$ 42,896.86	\$ 18,300		LOLV/TT	
000601600000	John R. & Dorothy A. Richter	73 Lavalley Avenue	1010 - Single Family	\$ 17,457.14	\$ 182,600		TT	Property accessed through Chicopee
000601830000	Paul E. Cote	Ludlow Road	1320 - Undevelopable	\$ 4,866.61	\$ 8,000		LOLV/TT	
000700600000	Irfan Kashif	24 Michael Drive	1010 - Single Family	\$ 4,381.58	\$ 310,800		TT	
000700230000	Estate of Addie Mathiew	Ann Street	1320 - Undevelopable	\$ 2,166.30	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000701240000	Marken Corp	Willimansett Street	1320 - Undevelopable	\$ 1,382.83	\$ 19,700	Merged into HAMPDEN CONTRACTORS, INC. on 01-04-1995	LOLV/TT	
000701850000	Nathan Barbieri & Kristen L. Ellis	Abbey Street	1320 - Undevelopable	\$ 1,279.11	\$ 3,900		LOLV/TT	
000800030000	Leolyn F. Spear	Lombard Street	1320 - Undevelopable	\$ 5,991.74	\$ 2,800		LOLV/TT	
000800090000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 5,522.46	\$ 8,100		LOLV/TT	Owner updated from unknown for FY2022
000800110000	Edna B. Podgurski	Crosby Street	1320 - Undevelopable	\$ 4,183.94	\$ 2,800		LOLV/TT	
000800140000	Estate of Addie Mathiew	Kendrick Street	1320 - Undevelopable	\$ 2,205.35	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800160000	Estate of Addie Mathiew	Winthrop Street	1320 - Undevelopable	\$ 2,166.30	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800180000	Estate of Addie Mathiew	Winthrop Street	1320 - Undevelopable	\$ 2,709.15	\$ 3,600		LOLV/TT	Owner updated from unknown for FY2022
000800200000	Estate of Addie Mathiew	Lombard Street	1320 - Undevelopable	\$ 2,166.30	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800240000	Estate of Addie Mathiew	Winthrop Street	1320 - Undevelopable	\$ 2,166.30	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800260000	Estate of Addie Mathiew	Winthrop Street	1320 - Undevelopable	\$ 2,205.35	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800290000	Estate of Addie Mathiew	Lombard Street	1320 - Undevelopable	\$ 4,085.48	\$ 5,800		LOLV/TT	Owner updated from unknown for FY2022
000800310000	Estate of Addie Mathiew	Ann Street	1320 - Undevelopable	\$ 2,205.35	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800320000	Estate of Addie Mathiew	Ann Street	1320 - Undevelopable	\$ 2,205.35	\$ 2,800		LOLV/TT	Owner updated from unknown for FY2022
000800440000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 2,053.36	\$ 2,600		LOLV/TT	Owner updated from unknown for FY2022
000800450000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 2,053.36	\$ 2,600		LOLV/TT	Owner updated from unknown for FY2022
000800490000	EM Parks	Lombard Street	1320 - Undevelopable	\$ 5,614.10	\$ 2,600		LOLV/TT	

**Owner Unknown, Land of Low Value and Tax Title Properties**

Map/Parcel/Unit	Owner	Location	Land use code/description (Assessors)	Total Due (as of 9/14/22)	Fiscal 2022 Assessed Value	Notes	Designation	Next Steps
000800600000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 2,053.36	\$ 7,800		LOLV/TT	Owner updated from unknown for FY2022
000800640000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 2,053.36	\$ 2,600		LOLV/TT	Owner updated from unknown for FY2022
000800650000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 2,053.36	\$ 2,600		LOLV/TT	Owner updated from unknown for FY2022
000800660000	Francis Hudson Etals	Crosby Street	1320 - Undevelopable	\$ 6,092.88	\$ 3,400		LOLV/TT	
000800670000	Estate of Addie Mathiew	Crosby Street	1320 - Undevelopable	\$ 3,808.63	\$ 5,400		LOLV/TT	Owner updated from unknown for FY2022
000800680000	Robert Dobbins	Abbey Street	1320 - Undevelopable	\$ 26,883.63	\$ 13,500		LOLV/TT	
000800700000	Estate of Addie Mathiew	Abbey Street	1320 - Undevelopable	\$ 5,095.45	\$ 7,200		LOLV/TT	Owner updated from unknown for FY2022
000800970000	Fred William Eddy	Abbey Street	1320 - Undevelopable	\$ 4,175.60	\$ 1,800		LOLV/TT	
001200190000	Kelly R Casavant Etals	Lyman Terrace	1300 - Developable	\$ 56,933.04	\$ 49,900	See emails from Attorney Baker (61A Matter)	TT	
001600090000	Clerge Cadiz	19 Ranger Street	1010 - Single Family	\$ 4,849.55	\$ 19,200		LOLV/TT	
001601160000	Thomas J Legrand Trustee	Granby Road	1320 - Undevelopable	\$ 22,372.96	\$ 13,000		LOLV/TT	
001701200000	Fairfield Homes Inc	Wilson Street	1320 - Undevelopable	\$ 23,951.39	\$ 297,100		TT	
001800110000	Mary H Kane estate of & Susan Vilbon	20 Summit Street	1010 - Single Family	\$ 12,967.12	\$ 223,600		TT	
001800210000	Michael W. Albano Etals	Summit Street	1320 - Undevelopable	\$4,127.63	\$ 15,000		LOLV/TT	
001800250000	Christopher M. McCallum	55 Summit Street	1010 - Single Family	\$ 3,790.60	\$ 213,200		TT	
001800690000	Oliver & Carolyn Barra	Linda Street	1320 - Undevelopable	\$ 1,607.46	\$ 800		LOLV/TT	
001801050000	Grandview Lumber Co	Lamb Street	1320 - Undevelopable	\$ 40,026.36	\$ 14,500	Date of Involuntary Dissolution by Court Order or by the SOC: 06-30-2016; Also see Application for Revival	LOLV/TT	
018C00240000	Todd C. Cochi & Mary E. Etal	10 Walnut Street	1010 - Single Family	\$ 376.22	\$ 211,100		TT	
001900270000	Walter J. Jazab	31 Highland Avenue	1010 - Single Family	\$ 4,061.96	\$ 275,200		TT	
001900320000	Lathrop Street Development Corp	Lathrop Street	1320 - Undevelopable	\$ 60,347.25	\$ 26,800	Date of Involuntary Dissolution: 01-04-1991	TT	
001900380000	Brian A. Corriveau	70 Lathrop Street	1010 - Single Family	\$ 48,620.03	\$ 416,200		TT	
001900930000	Lathrop Street Development Corp	Lathrop Street	1320 - Undevelopable	\$ 17,500.75	\$ 9,500	Date of Involuntary Dissolution: 01-04-1991	LOLV/TT	
001900990000	The Demont Company Inc	3 Applewood Lane	1310 - Potentially Developable	\$ 14,066.59	\$ 24,100	Company still active - last annual report filing is for 2018 filed 3/6/2019	LOLV/TT	
001901510000	The Demont Company Inc	Lathrop Street	1320 - Undevelopable	\$ 5,127.05	\$ 7,200	Company still active - last annual report filing is for 2018 filed 3/6/2019	LOLV/TT	
002000740030	Mourad Meregian Estate of	41 W Summit Street	1021 - Condominium	\$ 753.84	\$ 129,800		TT	
002000760068	Michael Beaney	41 W Summit Street	1021 - Condominium	\$ 2,000.87	\$ 129,800		TT	
002400610000	Hallahan Custom Builders Inc	Waite Avenue	1320 - Undevelopable	\$ 13,002.21	\$ 9,700	Date of Involuntary Dissolution: 08-31-1998	LOLV/TT	
002401340000	Pynchon Nominee Trust	Pynchon Road	903V - Exempt	\$ 2,990.55	\$ 9,000	1989 Recision of Subdivision - 3385/267 - parcel created for FY2002. Exempt per counsel 5/2007 (FY08)	LOLV/TT	
002401330000	Pynchon Nominee Trust	Waite Avenue	903V - Exempt	\$ 1,289.11	\$ 7,200	1989 Recision of Subdivision - 3385/267 - parcel created for FY2002. Exempt per counsel 5/2007 (FY08)	LOLV/TT	
002500590000	P. Hallahan Trustee Pynchon Nominee Trust	Lathrop Street	1320 - Undevelopable	\$ 21,706.57	\$ 17,000	Date of Involuntary Dissolution: 08-31-1998	LOLV/TT	
002601030000	Max Markoski	Lathrop Street	1320 - Undevelopable	\$ 11,107.23	\$ 13,000		LOLV/TT	
002601590000	Center Edge Inc	Leblanc Drive	1320 - Undevelopable	\$ 5,359.19	\$ 4,800	Center Edge Inc filed voluntary dissolution 10/23/2000	LOLV/TT	
002601600000	Center Edge Inc	Leblanc Drive	1320 - Undevelopable	\$ 5,358.69	\$ 120,600	Center Edge Inc filed voluntary dissolution 10/23/2000	LOLV/TT	
002601610000	Center Edge Inc	Leblanc Drive	1320 - Undevelopable	\$ 7,519.51	\$ 6,700	Center Edge Inc filed voluntary dissolution 10/23/2000	LOLV/TT	???? - detention basin
002700480000	Joan A. St. Laurent & Regina Packard	24 Berwyn Street	1040 - Two Family	\$ 1,234.67	\$ 188,200	Tax bills are mailed to Attorney Collins in Northampton	TT	
002701690000	John Steltzer	McKinley Avenue	1060 - Accsry Land W/Improv	\$ 16,758.67	\$ 16,000		LOLV/TT	
002702390000	Michael E. Aiken	10 Haig Avenue	1010 - Single Family	\$ 646.00	\$ 250,100		TT	



## Owner Unknown, Land of Low Value and Tax Title Project timeline

Activity	START	END	NOTES
Project Start	7/1/2015		
Data entry/upload of Assessor's information to Gateway	10/1/2015	11/10/2015	Section 6 (Assessor's) completed on 39 parcels within Gateway. Certain wetland and zoning questions will still need updating. (Email sent)
Selection of parcels	11/24/2015	11/25/2015	I was asked to choose between 4-5 parcels that could easily turn over or be bundled 8 parcels were chosen. (email sent)
Meeting to discuss next steps	11/24/2015	11/24/2015	Meeting held with TC,TA,AA
Finalizing of "Assessor's data"	11/10/2015	2/9/2016	Final information from Conservation received and entered into Gateway for the 8 priority parcels. (Email sent re:status)
Finalizing of "Assessor's data"	11/10/2015	2/18/2016	Final information from Conservation received and entered into Gateway for the remaining 31 parcels. (Email sent re:status)
Researching of Collector/Treasurer data	11/10/2015	2/26/2016	Email received that all information should be ready by end of next week.
Data Entry of collector/Treasurer information	2/26/2016	3/14/2016	Information (sections 1-5) were only completed on the priority parcels.
Assessor's sign off	3/14/2016	3/28/2016	Some signatures are after this date in Gateway but those were on the NON priority parcels.
Treasurer sign off	3/14/2016	4/6/2016	Treasurer signed off on priority parcels only.
Submittal to DOR	4/6/2016	4/6/2016	Was informed that the priority parcels were submitted. (7 parcels were submitted)
DOR response	4/6/2016	7/6/2016	Information request received from DOR for further information/clarification. (see letter)
Deadline to respond to DOR	7/6/2016		Must respond to inquiries within 60 days - no later than September 4, 2016.
Town's response	7/26/2016	8/2/2016	I sent an email to Kate @ Dambrosio's for questions and/or advice.
Town's response - Assessor's	7/6/2016	9/2/2016	Emails sent to Collector/Treasurer regarding certain parcels to be resubmitted. This was for only 2 of the 9 parcels originally submitted. On the 7 other parcels - all assessor information has been completed; they either need an attorney/title researcher or re-takings done.
Town's response - Collector/Treasurer	7/6/2016		???????????
Current status - DOR	6/22/2017	6/22/2017	From DOR: Gateway shows the real-time status of parcels entered into the LOLV application. The results of a search for South Hadley shows 39 parcels in the system. Of those, 5 are in "Form Unlock for Community" status and the remaining 34 in "Form Entered" status. Since no parcels have been submitted, we do not have a submission to review at this time. After validating the parcels, the treasurer must go into Group submit and select the validated parcels for which an affidavit is requested. This is explained in two documents relating to LOLV that can be accessed from the MISC tab landing page in Gateway.
Current status - Assessor	9/14/2017	OPEN	Once it is determined which parcels we want to again proceed with, the information will need to be updated with current information prior to submittal.
Reforwarded findings from DOR to Collector, Planning, Town Administrator & Counsel	9/17/2017		

## Owner Unknown, Land of Low Value and Tax Title Project timeline

Activity	START	END	NOTES
Reforwarded DLS letter to counsel	9/13/2019		also forwarded to TA & Collector for meeting with counsel
Status meeting with counsel held	9/19/2019		
Received email from counsel regarding Fairview St property with options for the Town	9/25/2019		TA instructed counsel to contact interested party with their options
Information received from counsel for property known as Jemahi Lane with procedures to move forward	2/4/2020		Tax Collector is currently working on disclaiming prior takings in order to move forward with Land Court (3-17-22 email)
Email sent to TA, Planner, Conservation & Collector	2/24/2020		I combined spreadsheets provided by the Planning and Conservation Department a few weeks ago and added in the Assessor information. There are three tabs and they are linked. I have also, within the Assessor tab, included links to the map as well as the property record cards. (I believe if this is shared with folks outside of our network they will be able to utilize all links except for the property cards.)
Sent combined spreadsheet to counsel with direction to start on the Owner Unknown properties with focus on those within the "Abbey Tract"	2/25/2020		
Sent follow up email to counsel for update	6/2/2020		
Sent follow up email to counsel for update	7/9/2020		
Reached out to co-counsel on this project for an update	7/29/2020		
Sent email to counsel regarding changes with owner unknown assessments	7/30/2020	7/30/2020	Received response the next day but without update for the project
Sent follow up email to counsel for update	1/8/2021		
Informed TA I was at a loss on this project with the lack of response	3/26/2021		
Received request for updated account information on the 22 owner unknown properties	4/13/2021		Requested specifics and learned the information needed was from the Collector - spoke with her to provide information and responded to counsel
Received forwarded email from TA regarding moving forward on 18 of the unknown properties.	6/1/2021		TA had requested update based on inquiry from someone that wants to purchase some of the unknown parcels
Forwarded confirmation that town has not sought authorization to assess owner unknown to counsel	7/19/2021		
Confirmed with counsel that 18 properties needed to be updated as they had "found" the ow	7/27/2021		all properties were updated for fiscal 2022 (Estate of Addie Mathiew)
TA forwarded email exchange with counsel regarding a DLS alert on this subject	8/16/2021		response from counsel: no changes to procedure and moving forward with the map 8 (owner unknown) parcels
Sent email string regarding the 18 properties to the TA	3/21/2022		a constituent was questioning the change in ownership
Very briefly discussed this project with TA as part of PBE review	5/23/2022		
Updated listing of properties and timelines for presentation to the Selectboard	9/24/2022	10/14/2022	
Attend Selectboard meeting to discuss funding	10/18/2022		

**COMMONWEALTH OF MASSACHUSETTS**  
**WILLIAM FRANCIS GALVIN**  
**SECRETARY OF THE COMMONWEALTH**  
**WARRANT FOR 2022 SPECIAL TOWN ELECTION**

**SS.**

To the Constables of the City/Town of South Hadley

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

**PRECINCT A, B, C, D & E**

**SOUTH HADLEY HIGH SCHOOL, 153 NEWTON STREET, SOUTH HADLEY, MA 01075**

On **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

SELECTBOARD      VOTE FOR ONE      REMAINDER OF TERM

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectboard of: South Hadley

Posting: Town Hall, Library, COA, District 1 Water, District 2 Fire

\_\_\_\_\_, 2022.  
Constable

Warrant must be posted by **November 1, 2022** (at least *seven days prior* to the **November 8, 2022** Special Town Election).

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

**WARRANT FOR 2022 STATE ELECTION**

**SS.**

To the Constables of the City/Town of South Hadley

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On **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	FIRST DISTRICT
COUNCILLOR.....	EIGHTH DISTRICT
SENATOR IN GENERAL COURT.....	HAMPDEN, HAMPSHIRE & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	SECOND HAMPSHIRE DISTRICT
DISTRICT ATTORNEY.....	NORTHWESTERN DISTRICT
SHERIFF.....	HAMPSHIRE COUNTY

**QUESTION 1: PROPOSED AMENDMENT TO THE CONSTITUTION**

Do you approve of the adoption of an amendment to the constitution summarized below, which was approved by the General Court in joint sessions of the two houses on June 12, 2019 (yeas 147 – nays 48); and again on June 9, 2021 (yeas 159 – nays 41)?

**SUMMARY**

This proposed constitutional amendment would establish an additional 4% state income tax on that portion of annual taxable income in excess of \$1 million. This income level would be adjusted annually, by the same method used for federal income-tax brackets, to reflect increases in the cost of living. Revenues from this tax would be used, subject to appropriation by the state Legislature, for public education, public colleges and universities; and for the repair and maintenance of roads, bridges, and public transportation. The proposed amendment would apply to tax years beginning on or after January 1, 2023.

**A YES VOTE** would amend the state Constitution to impose an additional 4% tax on that portion of incomes over one million dollars to be used, subject to appropriation by the state Legislature, on education and transportation.

**A NO VOTE** would make no change in the state Constitution relative to income tax.

## **QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

### **SUMMARY**

This proposed law would direct the Commissioner of the Massachusetts Division of Insurance to approve or disapprove the rates of dental benefit plans and would require that a dental insurance carrier meet an annual aggregate medical loss ratio for its covered dental benefit plans of 83 percent. The medical loss ratio would measure the amount of premium dollars a dental insurance carrier spends on its members' dental expenses and quality improvements, as opposed to administrative expenses. If a carrier's annual aggregate medical loss ratio is less than 83 percent, the carrier would be required to refund the excess premiums to its covered individuals and groups. The proposed law would allow the Commissioner to waive or adjust the refunds only if it is determined that issuing refunds would result in financial impairment for the carrier.

The proposed law would apply to dental benefit plans regardless of whether they are issued directly by a carrier, through the connector, or through an intermediary. The proposed law would not apply to dental benefit plans issued, delivered, or renewed to a self-insured group or where the carrier is acting as a third-party administrator.

The proposed law would require the carriers offering dental benefit plans to submit information about their current and projected medical loss ratio, administrative expenses, and other financial information to the Commissioner. Each carrier would be required to submit an annual comprehensive financial statement to the Division of Insurance, itemized by market group size and line of business. A carrier that also provides administrative services to one or more self-insured groups would also be required to file an appendix to their annual financial statement with information about its self-insured business. The proposed law would impose a late penalty on a carrier that does not file its annual report on or before April 1.

The Division would be required to make the submitted data public, to issue an annual summary to certain legislative committees, and to exchange the data with the Health Policy Commission. The Commissioner would be required to adopt standards requiring the registration of persons or entities not otherwise licensed or registered by the Commissioner and criteria for the standardized reporting and uniform allocation methodologies among carriers.

The proposed law would allow the Commissioner to approve dental benefit policies for the purpose of being offered to individuals or groups. The Commissioner would be required to adopt regulations to determine eligibility criteria.

The proposed law would require carriers to file group product base rates and any changes to group rating factors that are to be effective on January 1 of each year on or before July 1 of the preceding year. The Commissioner would be required to disapprove any proposed changes to base rates that are excessive, inadequate, or unreasonable in relation to the benefits charged. The Commissioner would also be required to disapprove any change to group rating factors that is discriminatory or not actuarially sound.

The proposed law sets forth criteria that, if met, would require the Commissioner to presumptively disapprove a carrier's rate, including if the aggregate medical loss ratio for all dental benefit plans offered by a carrier is less than 83 percent.

The proposed law would establish procedures to be followed if a proposed rate is presumptively disapproved or if the Commissioner disapproves a rate.

The proposed law would require the Division to hold a hearing if a carrier reports a risk-based capital ratio on a combined entity basis that exceeds 700 percent in its annual report.

The proposed law would require the Commissioner to promulgate regulations consistent with its provisions by October 1, 2023. The proposed law would apply to all dental benefit plans issued, made effective, delivered, or renewed on or after January 1, 2024.

**A YES VOTE** would regulate dental insurance rates, including by requiring companies to spend at least 83% of premiums on member dental expenses and quality improvements instead of administrative expenses, and by making other changes to dental insurance regulations.

**A NO VOTE** would make no change in the law relative to the regulations that apply to dental insurance companies.

### **QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

#### **SUMMARY**

This proposed law would increase the statewide limits on the combined number of licenses for the sale of alcoholic beverages for off-premises consumption (including licenses for “all alcoholic beverages” and for “wines and malt beverages”) that any one retailer could own or control: from 9 to 12 licenses in 2023; to 15 licenses in 2027; and to 18 licenses in 2031.

Beginning in 2023, the proposed law would set a maximum number of “all alcoholic beverages” licenses that any one retailer could own or control at 7 licenses unless a retailer currently holds more than 7 such licenses.

The proposed law would require retailers to conduct the sale of alcoholic beverages for off-premises consumption through face-to-face transactions and would prohibit automated or self-checkout sales of alcoholic beverages by such retailers.

The proposed law would alter the calculation of the fine that the Alcoholic Beverages Control Commission may accept in lieu of suspending any license issued under the State Liquor Control Act. The proposed law would modify the formula for calculating such fee from being based on the gross profits on the sale of alcoholic beverages to being based on the gross profits on all retail sales.

The proposed law would also add out-of-state motor vehicle licenses to the list of the forms of identification that any holder of a license issued under the State Liquor Control Act, or their agent or employee, may choose to reasonably rely on for proof of a person's identity and age.

**A YES VOTE** would increase the number of licenses a retailer could have for the sale of alcoholic beverages to be consumed off premises, limit the number of “all-alcoholic beverages” licenses that a retailer could acquire, restrict use of self-checkout, and require retailers to accept customers’ out-of-state identification.

**A NO VOTE** would make no change in the laws governing the retail sale of alcoholic beverages.

## QUESTION 4: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on May 26, 2022?

### SUMMARY

This law allows Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a standard driver's license or learner's permit if they meet all the other qualifications for a standard license or learner's permit, including a road test and insurance, and provide proof of their identity, date of birth, and residency. The law provides that, when processing an application for such a license or learner's permit or motor vehicle registration, the registrar of motor vehicles may not ask about or create a record of the citizenship or immigration status of the applicant, except as otherwise required by law. This law does not allow people who cannot provide proof of lawful presence in the United States to obtain a REAL ID.

To prove identity and date of birth, the law requires an applicant to present at least two documents, one from each of the following categories: (1) a valid unexpired foreign passport or a valid unexpired Consular Identification document; and (2) a valid unexpired driver's license from any United States state or territory, an original or certified copy of a birth certificate, a valid unexpired foreign national identification card, a valid unexpired foreign driver's license, or a marriage certificate or divorce decree issued by any state or territory of the United States. One of the documents presented by an applicant must include a photograph and one must include a date of birth. Any documents not in English must be accompanied by a certified translation. The registrar may review any documents issued by another country to determine whether they may be used as proof of identity or date of birth.

The law requires that applicants for a driver's license or learner's permit shall attest, under the pains and penalties of perjury, that their license has not been suspended or revoked in any other state, country, or jurisdiction.

The law specifies that information provided by or relating to any applicant or license-holder will not be a public record and shall not be disclosed, except as required by federal law or as authorized by Attorney General regulations, and except for purposes of motor vehicle insurance.

The law directs the registrar of motor vehicles to make regulations regarding the documents required of United States citizens and others who provide proof of lawful presence with their license application.

The law also requires the registrar and the Secretary of the Commonwealth to establish procedures and regulations to ensure that an applicant for a standard driver's license or learner's permit who does not provide proof of lawful presence will not be automatically registered to vote.

The law takes effect on July 1, 2023.

**A YES VOTE** would keep in place the law, which would allow Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a driver's license or permit if they meet the other requirements for doing so.

**A NO VOTE** would repeal this law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
(month)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectboard of: South Hadley

Posting: Town Hall, Library, COA, District 1 Water, District 2 Fire

\_\_\_\_\_, 2022.  
Constable

Warrant must be posted by **November 1, 2022** (at least *seven days prior* to the **November 8, 2022** State Election).

**Election warrant motion**

I move to approve the warrants as presented for the Nov. 8 election and Nov. 8 Special Town Election.

**MEMORANDUM**

TO: Selectboard  
FROM: Rebekah Cornell, Conservation Administrator/Planner  
DATE: September 29, 2022  
RE: Bicentennial Canal Park

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At the request of the Town Administrator, I am writing regarding current safety concerns at Bicentennial Canal Park on Canal Street in South Hadley Falls. You may be familiar with the parking lot and overlook area near the canoe club. There is a series of trails that lead along the old historic canal and down to the CT River. A resident came into my office this month to report downed trees on a raised boardwalk. Upon investigation, I found the material of the boardwalks to be rotted and failing – a clear safety concern. Fallen trees have damaged the boardwalk even further.

Since this property is not under the care and control of the Conservation Commission, it is not a trail system I had visited before this incident. I have posted signs at each end of the boardwalk indicating the trail is closed, but this is only a temporary solution to the problem. This park is located within the dense Falls Neighborhood and permanently closing the trails may not be the best solution. Residents continue to use the trails despite the safety concerns. Regarding replacement or repair of the boardwalks, I will note the boardwalks are located within the 100-year flood zone of the CT River. If replaced, they will continue to see regular damage from high water and ice.

To my understanding, similar safety concerns were raised in 2018. At that time, the former Town Administrator asked that quotes be solicited for replacement of the boardwalks. I have included the two quotes from 2018: replacement with fiberglass at \$75,000 and replacement with wood at \$111,000. It was decided the trails would be closed to the public and no other action would be taken. Residents have continued to use the trail system during this time.

If the Selectboard wished to remove the boardwalk as an immediate solution, I can offer the assistance of the Volunteer Conservation Corps to help with the labor.

Please let me know if I can be of further assistance. Thank you.

Images 1-4 show the very first section of boardwalk as you enter the woods off Canal St.



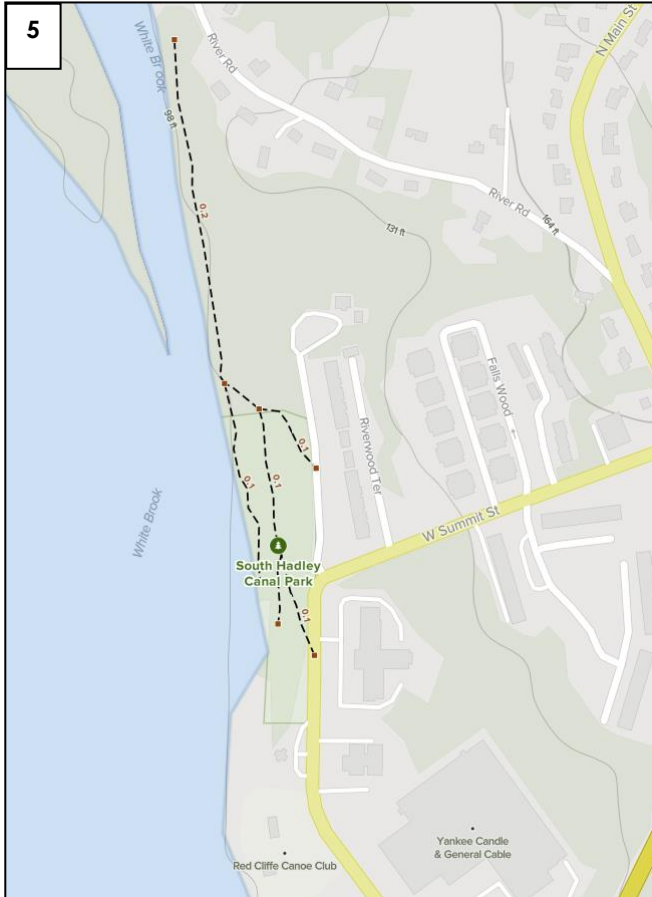


Image 5 was taken from All Trails online trail maps showing the location of the existing trail system.

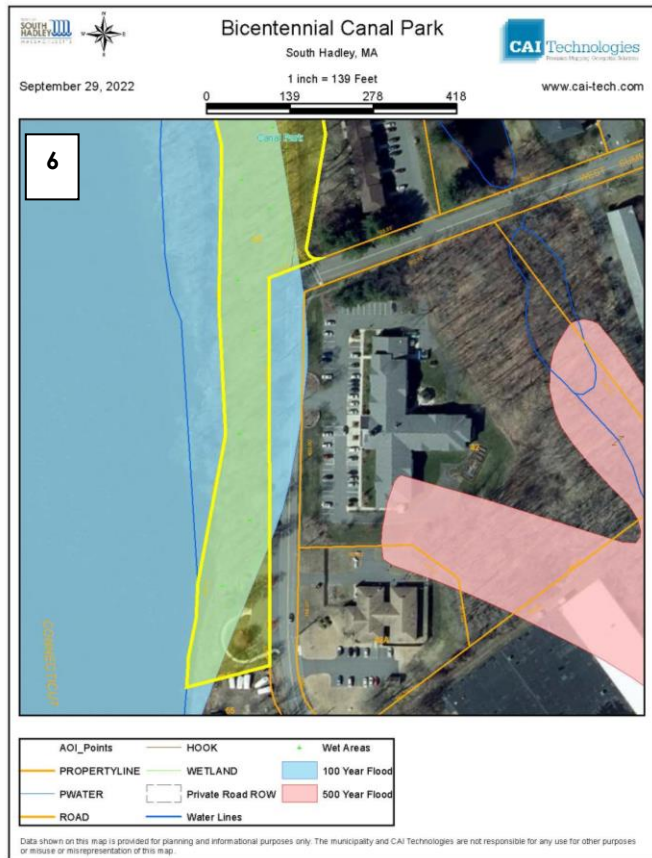


Image 6 is a map showing the extent of the 100-year flood zone (blue). The town owned parcel is highlighted in yellow.



# Fiberglass Bridges and Boardwalks

214 Industrial Lane, Alum Bank, PA 15521  
814.839.4186 · Fax: 814.839.4276 · Toll free 888.CPI.PULL



Conservation Works, LLC  
96 Oak Street  
Florence, Massachusetts 01062  
Boardwalk Sections, 10'-0" long 6'-0" wide (for 250 LF)

QUOTE # : 061118.2

## RE: Fiberglass Boardwalk Estimate, 10'x6'x3" Curb Mount

Dick,

Thank you for your inquiry. I am pleased to submit the estimate for your fiberglass access solutions project. Please contact me if you have any questions or need further assistance.

Sincerely,

Ted Harris, P.E.

E.T. Techtonics  
A Creative Pultrusions, Inc. Product Line

Office: (814) 839-4186 Ext. 265

Mobile: (814) 289-1476

[tharris@pultrude.com](mailto:tharris@pultrude.com)

Design Approach: Allowable Stress Design (ASD)

Pedestrian Live Load: 85.0 PSF

Snow Load: 35.0 PSF

Wind Load: 25.0 PSF

Vehicle Load: Pedestrian Only

(25) Fiberglass 10'-0" long x 6'-0" wide boardwalks \$ 71,380.00  
**Cost per LF is approximately \$286/LF**

Shipping Un-Assembled to Hadley, Connecticut \$ 3,300.00

Total \$ 74,680.00\*

\*The total does not include any Federal, State, or Local taxes.

Estimated Bridge Weight (Installed): 850 lbs per boardwalk (Material + Decking + Hardware)

The bridge will include the following:

- Stock Color: Green
- Standard A307 hot-dipped galvanized steel hardware kit
- 3x12 P.T. Southern Yellow Pine Decking w/ Deck Screws
- 3" Curb Mount

### Liability Statement

The calculations and recommendations set forth in this document are gratuitous in nature and are believed to be accurate. Creative Pultrusions, Inc., nor its employees assume any obligation or liability that may arise as a result of the use of the information placed forth in this document.

### TERMS & CONDITIONS

**Delivery:** CPI will schedule bridge fabrication upon receipt of SIGNED Submittal CAD Drawings. To order a bridge, customer must send Purchase Order w/ 50% pre-payment (if required). Delivery lead-time (3-4 week) upon receipt of SIGNED drawings.

Notes:

- Payment terms: Parts – Net 30 days; Payment terms are based on approval of credit information supplied to Creative Pultrusions, Inc.
- A 3.5% service fee will apply for all payments made by Visa, Discover, and MasterCard.
- This quotation is firm for sixty (60) days. Prices are based on current material costs and are subject to change in the event price increases are incurred.
- Parts quoted are based on standard properties and tolerances as outlined in the Creative Pultrusion, Inc. Design Manual and Bridge Submittal Drawings at the time of order.
- Creative Pultrusions, Inc. shall warrant the structural integrity of all FRP materials, design, and workmanship for 15 years from the time of deliver.

**IMPORTANT NOTICE TO CUSTOMER:** This document is not an acceptance of any prior offer made by Customer. Rather, this document is an offer, acceptance of which is limited and subject to the terms of Seller's written sale agreement with Customer, or, if none, then Seller's Terms of Sale which are incorporated in full into this document and can be found [below/attached/on the reverse side hereof] and/or [Seller's website at [www.creativepultrusions.com](http://www.creativepultrusions.com)]. By accepting any performance by Seller, Customer agrees to be bound by the terms of this document and Seller's sale agreement with Customer, or, if none, then Seller's Terms of Sale. Contact Seller immediately if you do not have or cannot access Seller's Terms of Sale. If this document is a written confirmation of a verbal order by Customer, Customer agrees that the terms of this document control. Different or additional terms proposed by Customer are expressly rejected and shall not become a part of the contract between Customer and Seller.



# Fiberglass Bridges and Boardwalks

214 Industrial Lane, Alum Bank, PA 15521  
814.839.4186 · Fax: 814.839.4276 · Toll free 888.CPI.PULL



Conservation Works, LLC  
96 Oak Street  
Florence, Massachusetts 01062  
Boardwalk Sections, 10'-0" long x 6'-0" wide (for 250 LF)

QUOTE # : 061118.1

**RE: Fiberglass Boardwalk Section, 10'-0" long x 6'-0" wide, SuperPlank Decking Option**

Dick,

Thank you for your inquiry. I am pleased to submit the estimate for your fiberglass access solutions project. Please contact me if you have any questions or need further assistance.

Sincerely,

Ted Harris, P.E.

E.T. Techtonics  
A Creative Pultrusions, Inc. Product Line

Office: (814) 839-4186 Ext. 265  
Mobile: (814) 289-1476  
[tharris@pultrude.com](mailto:tharris@pultrude.com)

Design Approach: Allowable Stress Design (ASD)  
Pedestrian Live Load: 85.0 PSF  
Snow Load: 50.0 PSF  
Wind Load: 25.0 PSF  
Vehicle Load: Pedestrian Only

(25) Fiberglass 10'-0" long x 6'-0" wide boardwalks \$ 107,830.00  
**Cost per LF is approximately \$432/LF**

Shipping Un-Assembled to Hadley, Massachusetts \$ 3,300.00  
Total \$ 111,130.00\*

\*The total does not include any Federal, State, or Local taxes.

Estimated Bridge Weight (Installed): 412 lbs per boardwalk (Material + Decking + Hardware)  
The bridge will include the following:

- Stock Color: Green
- Standard A307 hot-dipped galvanized steel hardware kit
- Superplank GR205 (IFR) Decking w/ Anti-Skid & Deck Screws
- 3" Curb Mount

**Liability Statement**

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**TERMS & CONDITIONS**

Delivery: CPI will schedule bridge fabrication upon receipt of SIGNED Submittal CAD Drawings. To order a bridge, customer must send Purchase Order w/ 50% pre-payment (if required). Delivery lead-time (3-4 week) upon receipt of SIGNED drawings.

Notes:

- Payment terms: Parts – Net 30 days; Payment terms are based on approval of credit information supplied to Creative Pultrusions, Inc.
- A 3.5% service fee will apply for all payments made by Visa, Discover, and MasterCard.
- This quotation is firm for sixty (60) days. Prices are based on current material costs and are subject to change in the event price increases are incurred.
- Parts quoted are based on standard properties and tolerances as outlined in the Creative Pultrusion, Inc. Design Manual and Bridge Submittal Drawings at the time of order.
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IMPORTANT NOTICE TO CUSTOMER: This document is not an acceptance of any prior offer made by Customer. Rather, this document is an offer, acceptance of which is limited and subject to the terms of Seller's written sale agreement with Customer, or, if none, then Seller's Terms of Sale which are incorporated in full into this document and can be found [below/attached/on the reverse side hereof] and/or [Seller's website at [www.creativepultrusions.com](http://www.creativepultrusions.com)]. By accepting any performance by Seller, Customer agrees to be bound by the terms of this document and Seller's sale agreement with Customer, or, if none, then Seller's Terms of Sale. Contact Seller immediately if you do not have or cannot access Seller's Terms of Sale. If this document is a written confirmation of a verbal order by Customer, Customer agrees that the terms of this document control. Different or additional terms proposed by Customer are expressly rejected and shall not become a part of the contract between Customer and Seller.

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

Lisa Wong  
Town Administrator

## Town Administrator's Report to Selectboard October 18, 2022

Starting on Monday the week of October 17th we will be upgrading our 10 year old virtual infrastructure. This will impact almost all network related services including internet access, file and print services, phone and voicemail. Residents will have limited access to municipal services and staff in all buildings (senior center, town hall, library, etc) by phone, voicemail and email Monday, Oct. 17 through Tuesday, Oct. 18. The police department phones will not be affected. Public internet may not be available at the library. Staff in all buildings will be available in person to answer questions and accept payment during regular hours of operation. Payments will be processed once the data-center is reconnected, likely by Wednesday. Check the town website for status updates.

### Administration, Finance and Operations

- The Town applied for a joint IT Community Compact grant with Hadley to scan and create online storage for our records.
- The MMA is hosting Legislative Breakfasts around the state to discuss the state budget, energy and climate legislation, infrastructure funding, a general government bond bill and more.  
<https://www.mma.org/mma-to-hold-legislative-breakfast-meetings-in-october-2/>

### Community Highlights

- The U13 Girls Soccer Team won the Dalton Just for Kicks Soccer Tournament earlier this month.

### Public Health

- In October, there is an increase of insect carried illnesses spreading to humans. Tick and Mosquitos are two main insects to protect yourself from. Ticks will be active until the weather stays near 14°F. Keep yourself safe by wearing clothing to reduce bites, using insect repellent, and doing a daily tick check. Repellents like DEET or picaridin or oil of eucalyptus are more effective.

### Public Safety

- The Police and Health Departments are hosting National Prescription Drug Take Back Day in its 22nd year. Bring your unwanted drugs for free disposal on Saturday, October 29, 2022 from 10am-2pm at the South Hadley Police Station, 41 Bridge Street. Lockboxes will be offered to the first 20 visitors to secure medications or adult use cannabis.

### Public Works

- Curbside yard waste pickup will begin on October 24 and continue until December 2. Paper bags or open top containers are the only accepted containers for yard waste. These must be curbside by 7 a.m. on your scheduled trash/recycling collection day. NO PLASTIC BAGS