

**HYBRID SELECTBOARD MEETING
TUESDAY, NOV. 1, 2022
AGENDA
SENIOR CENTER LARGE CONFERENCE ROOM
7 P.M.**

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<p>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.</p>
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- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES:** Draft Minutes of Oct. 18, 2022.
- 3. ANNOUNCEMENTS/OPEN FORUM**
- 4. CONSENT AGENDA**
 - A. One-Day Beer & Wine License request by Karen Franz for Nov. 4.
- 5. 7:05 p.m. – PUBLIC HEARING: Sok’s Bar & Grill Change of Manager and Ownership Interest**
- 6. NEW BUSINESS**
 - A. Veterans Council
 - B. Inter-governmental agreement
 - C. Quarterly Finance Report
 - D. Wetland Bylaw Report
- 7. OLD BUSINESS**
 - A. Special Town Meeting
 - B. Dog Park License
- 8. TOWN ADMINISTRATOR’S REPORT**
- 9. ADJOURN**

**SELECTBOARD MEETING
TUESDAY, OCT. 18, 2022
MEETING MINUTES
HYBRID / SENIOR CENTER
7 P.M.**

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

CALL TO ORDER

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

ANNOUNCEMENTS/OPEN FORUM

Constant highlighted a CPR and AED training by the Friends of the South Hadley Seniors .
Sweeney noted the Oct. 28 truck-or-treat event through the chamber of commerce.

Brenda Friends of South Hadley Dog Park Halloween event Oct. 29.

MINUTES

Constant motioned to approve the draft minutes of Oct. 4, 2022. Miles seconded. All in favor.
Unanimous.

CONSENT AGENDA

Miles motioned to approve a One-Day Beer & Wine license request from Larry Dubois for Oct. 22. Sweeney seconded. All in favor. Unanimous.

SELECTBOARD MEETING TIMES

The board discussed moving their meeting time from 7 to 7:30 p.m. as requested by Senior Center Diretcor Leslie Hennessy to better accommodate Selectboard meetings in the senior center multi-purpose room. The board was not interested in changing the meeting time.

DOG PARK LICENSE

The board discussed updates to the dog park license.

ARPA – LAND OF LOW VALUE

Miles motioned to approve spending \$50k for the purpose of land of low value from ARPA.
Sweeney seconded. All in favor. Unanimous.

NOVEMBER ELECTIONS

Miles motioned to approve the warrants as presented for the Nov. 8 election and Nov. 8 Special Town Election. Constant seconded. All in favor. Unanimous.

CANAL PARK

The Selectboard recommended removal of the boardwalks at Canal Park due to their sustained damaged.

CAPITAL PLANNING COMMITTEE SB APPOINTMENT

Constant motioned to reappoint Cyr to a three-year term. Miles seconded. Three in favor. Cyr abstained. Unanimous.

TA REPORT

For the full town administrator's report, see the Oct. 18, 2022 Selectboard meeting packet on the town website.

ADJOURN

Cyr noted the board would not enter into executive session. Miles motioned to adjourn. Sweeney seconded. All in favor. Unanimous. The meeting adjourned at 7:42 p.m.

Respectfully submitted
Kristin Maher
Executive Assistant to Administration



OD-69

1 Day Alcohol License

Status: Active

Date Created: Oct 14, 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 to acknowledge that individual applicants can be approved for up to 30 permits per year.



Event Details

Date of Event

11/04/2022

Name or Organization Hosting Event

Italian Department

Provide a Detailed Description of What The Event Is

Reception

Street Address of Where The Event is Held

Williston Library, Mount Holyoke College, 50 College St, South Hadley, MA 01075

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

3:00pm-11:00pm



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR MULTIPLE AMENDMENTS

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00004-RS-1176

ENTITY/ LICENSEE NAME

11 BRIDGE STREET LLC

ADDRESS

30 BRIDGE STREET

CITY/TOWN

SOUTH HADLEY

STATE

MA

ZIP CODE

01075

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input checked="" type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA | |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

RECEIVED
 TOWN OF SOUTH HADLEY
 SELECTBOARD

SEP 29 2022

12 PM
 KM

Meeting _____ Action _____
 Agenda _____ Ex Session _____
 Other _____
 Date _____
 By _____

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

To: Selectboard
From: Lisa Wong
Re: Veterans Council
Date: November 1, 2022

The Town Administration and Veterans Services recommend the creation of a Veterans' Council at the November Special Town Meeting. A Veterans Council is composed of Veterans who are residents and registered voters of the Town of South Hadley under the provisions of General Law, Chapter 115, Section 12. The proposed new bylaw, pending final review by Town Counsel, would read as follows:.

To see if the Town will vote to amend the Town General Bylaws by adding a new section 7-7 titled, Veterans' Council as follows:

7-7 Veterans' Council

A. Established.

There is hereby established a veterans' council consisting of seven (7) persons appointed by the Selectboard from all the veterans who are voters and residents of the town under the provisions of General Law, Chapter 115, Section 12, with each member serving a three-year term. The initial appointments shall serve staggered terms as follows, 2 shall serve 1 year, 2 shall serve 2 years and the remaining 3 shall serve 3 years. Following the first term all appointments shall be made for a term of 3 years.

B. Powers and duties.

The Veterans' Council shall meet at least four (4) times a year or upon the call of the chairperson. The Veterans' Council shall advise and make recommendations to the director of veteran's services, the Town Administrator and Selectboard on legislation pertaining to veteran's affairs, and promote the welfare of veterans in the Town of South Hadley. Further, the Veterans' Council shall be responsible for conducting the annual Memorial Day Ceremony, Veterans' Day Ceremony and Flag Day Parade in the Town of South Hadley, and be responsible for such other related duties as may be voted by the Selectboard.

The Veterans' Council may assume further duties and responsibilities as they may deem fit with the advice and approval of the Town Administrator and Selectboard.

C. OFFICERS

The officers of the Council shall be: Chair, Vice Chair and Secretary. All officers shall be elected annually by vote of the Council in public session during the first meeting of the fiscal year. Council Officers will constitute the Executive Board of the Council. The Executive Board shall be responsible for planning and organizing all Council meetings and addressing any and all matters identified by the Veterans Service Officer.

C-1 DUTIES OF OFFICERS

CHAIR

The Chair shall preside at all meetings of the Council. The Chair shall be responsible for preparing each meeting's agenda, providing at least two-week advance notice to Council members of upcoming meetings except in emergency circumstances, and posting all meeting agendas in accordance with Open Meeting Law (G.L. Chapter 30A, Section 20).

VICE CHAIR

The Vice Chair shall be responsible for performing the duties of the Chair should the Chair not be available to prepare for and/or preside at a meeting.

SECRETARY

The Secretary shall be responsible for taking minutes at all meetings and presenting draft minutes for approval at the Council's next meeting. The Secretary shall arrange for posting of approved minutes on the town's web page for the Council. The Secretary shall be responsible for any and all other correspondence required by the Council. The Secretary shall be responsible for maintaining custody of all agendas and approved minutes of Council meetings in accordance with the Public Records Law (G.L. c.. 66, Section 6.)

D. MEETINGS

The Council shall meet a minimum of ten (4) times annually. Additional meetings may be called by the Chair, when required, in accordance with the Open Meeting law.

ACTION: This will be reviewed by the Bylaw Review Committee and Town Counsel. At the November 15 Selectboard meeting, the Selection should vote on whether to include this in the Town Meeting warrant.

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

Lisa Wong
Town Administrator

To: Selectboard
From: Lisa Wong
Re: Intermunicipal Agreement
Date: November 1, 2022

Background: The Town of South Hadley is currently seeking a Building Commissioner and the current posting is open until the position is filled. The building commissioner or inspector of buildings shall be the administrative chief in a city or town responsible for administering and enforcing the state building code. Any additional persons employed by a city or town to assist the building commissioner or inspector of buildings in the performance of his duties shall be called local inspectors.

The Building Commissioner is the signatory on permits, and in the absence of a Building Commissioner, towns have signed agreements with other communities to assist with these duties. The South Hadley Building Commissioner has covered duties in Granby and Ludlow (agreement with Granby attached). a Local inspector can conduct inspections but not sign permits.

The Town Administrator is currently in communication with surrounding towns for coverage if South Hadley has a gap in coverage, and also to help cover gaps in other communities, such as Granby, if we have someone in place.

We are also exploring the option of working with multiple communities, as well as whether a regional entity could provide inspectional services for towns in Hampden or Hampshire Counties.

ACTION: Any agreement negotiated between communities will be brought to the Selectboard for approval.

WILLIAM SUTTON, Town Accountant

To: Selectboard
Appropriations Committee

From : William Sutton
Town Accountant

October 29, 2022

This letter is to inform you that the Statement of Expenditures vs. Appropriations printout has been run for September 2022. The printout was analyzed for expenditures exceeding budgeted totals by more than 25.0%, since this report represents expenditures through the first quarter of the fiscal year. The printout has been checked and highlighted for informative purposes to determine the course the various appropriations are on for the fiscal year. There is not necessarily a major problem with the appropriations that are more than 25.0% spent, since some departments have the majority of their expenditures at the start of the fiscal year and/ or due to the timing of some of the various expenditures. However, close attention may need to be applied to these appropriations as we move forward into the fiscal year and further expenditures are processed.

Attached is a listing of the departments whose expenditures exceeded 25.0% of the budget as of 09/30/22. Also attached is a copy of the complete printout, excluding school, of expenditures (the report can be quite lengthy). I also attached a quick summary page on how revenues are tracking through the same time period as well as a revenue report which compares to prior years as there is no revenue budget yet. If there are any further questions or explanations needed, please do not hesitate to contact me.

Thank you,

William Sutton
Town Accountant

cc: Lisa Wong
Town Administrator

Revenue items listed below represent the larger revenue items or changes that appear material in nature at this time only.

Note of caution: The timing of receipts in a particular month from one year to the next can impact the overall assumptions either favorably or unfavorably.

Based on the Revenue report as of September 30, 2022:
(It is still early in the FY to get a strong sense of how revenues are looking for the majority)
We will continue to monitor revenues closely as we move forward.

The majority of the General Fund revenues are tracking favorable and/or similar to last year at this time with a few exceptions. A couple highlighted areas are listed below.

Revenues that are tracking above last year at this time:

Tax Liens/Foreclosures is up roughly \$23,000.

Motor Vehicle Excise is up approximately \$63,000 about 48%. This could be due to the timing of the MVE commitments.

Licenses and permits are up roughly \$11,000 (30%) from last year mainly in the area of building permits. Misc. Revenues are up due to a \$33,750 grant reimbursement payment for indirect costs related to a Board of Health Grant.

Interest Income is up roughly \$34,000 above this time last year.

Revenues that are tracking below last year's revenues:

Nothing of note at this time. We will keep monitoring it as the year progresses.

Enterprise Funds:

Overall revenues in the Landfill Enterprise Fund are lower than last year at this time. Largely in the area of rubbish fees, Pay as you Throw payments and Interest income. There could be some timing differences. PAYT revenues are down approximately \$45,000; rubbish fees down \$15,000 and investment income is down \$35,000 due to a market loss through the first quarter.

Revenues in the WWTP Enterprise Fund are also lower through the first quarter. This is in the area of sewer fees about \$55,000 (could be timing) and investment income of \$127,000 due to a market loss through the first quarter.

Golf Course revenues (non-Food & Beverage) are tracking about \$54,000 or 18% higher than last year. Basically, in the area of greens fees.

Food & Beverage is up approximately \$42,000 or 31% over this time last year.

While this is good news, remember that we again used IGM's higher revenue estimates for the FY. We will continue to monitor these revenues as we move forward.

List of Departments Exceeding 25.0% of Budget
Listing as of 09/30/22 :

<u>Department</u>	<u>Type</u>	<u>% Spent</u>	<u>Notes</u>
IT Department	Other Expenses	53.6%	Software Maintenance
Weights & Measures	Other Expenses	92.4%	Other Purchased Services
Veterans	Other Expenses	35.6%	District amount paid up front
Library	Other Expenses	35.2%	Network Services
Old Firehouse Museum	Other Expenses	40.0%	Rep/Mt Buildings
Employee Benefits	Retirement Contrib. FICA	100.0% 25.3%	Paid in full for FY FICA payments
Other Misc.	Liability Insurance	90.5%	Payment at start of year
Golf Course:			
Golf Course	Other Expenses	30.1%	Operations/Maint Contract;

MEMORANDUM

TO: Selectboard
CC: Lisa Wong, Town Administrator
Anne Capra, Director Planning & Conservation
FROM: Rebekah Cornell, Conservation Administrator/Planner
DATE: October 27, 2022
RE: Special Town Meeting Article Request

On October 19, 2022 the Conservation Commission held two public hearings to discuss inserting new language into both the Wetland Bylaw and Wetland Regulations related to Tree Replacement Performance Standards. At the close of the hearing, the Commission voted in the affirmative to request the Selectboard place the Wetland Bylaw changes as an article on the fall Special Town Meeting warrant. An affirmative vote was also taken to adopt the Wetland Regulations changes as proposed.

To allow the Commission to make said changes to the Wetland Regulations, a Wetland Bylaw change must be made to give the Commission proper authorization to collect mitigation payments for unique circumstances when replanting is not feasible. Mitigation payments collected will be used on mitigation projects and nature-based improvements within areas of the South Hadley Conservation Commission's jurisdiction. The Bylaw change, as reviewed by Town Counsel, has been provided to you.

Please let me know if you have any questions.

Thank you for your consideration.

The Commission is proposing the following changes to the Local Wetland Regulations. The changes formalize existing tree replacement policy and create performance standards. The new language formalizes a replacement planting ratio in respect to the size of tree removed. It sets performance standards related to replacement trees that will increase survival rates and protect existing habitat. The process, policy, and performance standards are outlined in paragraphs A through E.

The new Regulations will allow a payment in lieu of mitigation to be collected in unique circumstances when tree replacement requirements cannot be met due to site constraints. Paragraphs F and G outline the waiver process. If a waiver is granted, the property owner will make one \$500 payment. In addition, a second payment totaling \$125 times the number of replacement tree(s) not being planted as required by performance standards.

Mitigation payments collected are used on mitigation projects and nature-based improvements within areas of the South Hadley Conservation Commission's jurisdiction.

To allow the Commission to make these changes to the Wetland Regulations, a Wetland Bylaw change must be also made to give the Commission proper authority to collect mitigation payments.

The proposed new language is below.

Town of South Hadley Wetland Regulations

New Section under Article IV Performance Standards

§ 305-29. Tree Removal and Replacement

- A. Background.** Trees within jurisdictional areas perform ecological functions by providing habitat for wildlife, reducing flood elevations, stabilizing soil, assisting nutrient uptake that improves water quality, and providing shade that contributes to healthy vegetation and cool water. Dead trees provide habitat for cavity nesters and organic nutrients for soil. However, the Conservation Commission recognizes that a tree which is diseased, dying, dead, too close to a dwelling, or otherwise compromised can pose a danger to persons and property prompting their removal. Wetland Resource Area, Buffer Zone and Riverfront Area typically provide a barrier between developed regions and primary resource areas such as wetlands, ponds, streams, and rivers – the primary resource areas of the Conservation Commission's interest and concern – and must be maintained in as close to their natural state as is reasonable to ensure the health and viability of the primary resource areas.

B. Purpose. This section regulates tree removal and mitigation of tree removal within the jurisdictional areas overseen by the South Hadley Conservation Commission as defined in the Wetland Bylaw, Chapter 240. It was developed to provide consistent implementation of the Commission's tree replacement standards; recognize the ecological value of natural wooded areas close to wetlands, streams, and waterways; protect the ecological functions trees provide in jurisdictional areas; and allow landowners to maintain safety and enjoyment for people and property. It recognizes that some projects may have unique circumstances in which the standard replacement ratio is not appropriate and offers a waiver to mitigation options.

C. Tree removal request:

- a. Requests may be made in writing to the Conservation Department at 116 Main Street, Room U6, South Hadley, MA 01075 or via email to the Conservation Administrator.
- b. The request should include the location of the tree and reason for removal.

D. Review and approval process:

- a. The Conservation Commission and/or its authorized agent will conduct a site visit. Removal may be administratively approved if there are signs of disease, death or decay, or there is a clear safety risk. Administrative approval shall be confirmed in writing by an authorized agent of the Commission.
- b. Requests are reviewed at the Commission's regularly scheduled public meetings.
- c. Tree cutting requests may be granted conditionally upon the replacement of one or more trees based on the Standards below. The Commission may also require further review through the filing of a Request for Determination or Notice of Intent.
- d. Once the review is complete, a letter or email of approval or denial will be issued to the property owner.

E. Standards for Tree Replacement. Landowners must obtain prior permission from the Commission and/or its Administrator before work of any kind (i.e. tree or brush removal or trimming, vegetation removal or cutting, lawn expansion, soil grading and construction) is conducted in a jurisdictional area. No trees may be removed in jurisdictional areas unless permission has been granted by the Commission and/or Conservation Administrator. This policy applies to all jurisdictional areas, whether natural or landscaped. Landscaped areas are those locations comprised predominantly of lawn or landscaping shrubs. Natural areas are those areas comprised predominantly of naturally occurring vegetation.

1) Guiding Principles

a) Trees subject to this policy.

- i. All trees (living, diseased or dead) at least 3" DBH. DBH = "diameter at breast height", defined as 4.5 feet off the ground.

b) Conditions for tree removal.

- i. Limits on equipment use. The Commission requires that all tree removal equipment remain on landscaped or paved areas and outside natural areas, to the greatest extent possible.
- ii. Limited grinding of stumps. To minimize disturbance, the only tree trunks that may be ground below the surface are those in landscaped areas or outside the 50' Conservation Zone.

c) Mitigation Requirements

- i. Any tree(s) removed must be replaced at the following planting ratios:
 - a. 3"-18" DBH at a 2:1 replacement
 - b. > 18" DBH at a 3:1 replacement
- ii. Trees are to be planted as close as reasonably possible to the resource area as the cut tree(s) being replaced.
- iii. To optimize wildlife habitat value to the maximum extent practicable as well as ensure viability of the new tree plantings, replacement trees shall be native species. Species replacement must be approved by the Commission or Conservation Administrator.
- iv. Replacement plantings must be installed within 180 days of the day of the existing tree is cut.
- v. Replacement trees shall survive at least two growing seasons with a full survival rate and in healthy condition. If survival rate is not achieved, the plantings must be replaced. Species selection may be changed only with approval from the Commission or Conservation Administrator.

F. If a waiver for mitigation is granted, the fee(s) for mitigation must be received by the Planning & Conservation Department prior to scheduling tree removal. (See Waiver, G)

G. Waiver. At its discretion, the Commission may grant a waiver to §305-29. The Commission recognizes there may be circumstances where the required replacement planting ratio cannot be achieved at the site. A waiver may be granted from the planting ratio if the Commission finds any of the following apply to the site:

1. There is insufficient area to establish replacement plantings as required by this regulation due to existing vegetation.
2. There is a public utility or other similar conflict, such as with a right-of-way.
3. Other reasonable hardship site specific to the property.

If a waiver is granted, the property owner shall make one \$500 payment to the Conservation special account for mitigation. The Commission will work with the applicant to determine a reduced planting ratio that is appropriate to the project site.

In addition, a second payment shall be made to the Conservation special account for mitigation in the total of \$125 times the required number of replacement tree(s) to be waived from the replacement requirement.

The waiver fees collected shall be used on mitigation projects and nature-based improvements within areas of the South Hadley Conservation Commission's jurisdiction.

**Memorandum of Agreement
Town of South Hadley
and
Friends of South Hadley Dog Park**

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 three million (\$3,000,000) 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 contribute a minimum of \$5,000 annually each calendar year in maintenance and improvements net of any related verifiable expenses incurred by this agreement, including but not limited to insurance premiums, organizational cost, advertising and other Friends expenses expended by FOSHDP on this dog park. In-kind contributions will be considered and must be pre-approved by the Town to count towards the minimum. 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.

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 three (3) 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.

Lisa Wong
South Hadley Town Administrator

Liz Persch, President
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

1. 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, 2022 to September 30, 2025 |
| ii. | Mailing Address of Licensor: | Town of South Hadley
Town Administrator

116 Main Street
South Hadley, MA 01075 |
| iii. | Mailing Address of Licensee: | Friends of South Hadley Dog Park
180 No. Main Street
South Hadley, MA 01075 |
| | 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

The Friends will contribute a minimum of \$5,000 annually each calendar year in maintenance and improvements net of any related verifiable expenses incurred by this agreement, including but not limited to insurance premiums, organizational cost, advertising and other Friends expenses expended by FOSHDP on this dog park. In-kind contributions will be considered and must be pre-approved by the Town to count towards the minimum. 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.

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 canceled, 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 canceled, 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 give 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 expressed 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: _____
Authorized Signature Title

Signer's Printed Name Date

By: _____
Authorized Signature Title

Signer's Printed Name Date

**LICENSOR:
THE TOWN OF SOUTH HADLEY**

**MICHAEL J. SULLIVAN
TOWN ADMINISTRATOR
DULY AUTHORIZED**

Date: _____

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. 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 three (3) 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

COMMONWEALTH OF MASSACHUSETTS SOUTH HADLEY, MASSACHUSETTS

TO: Either of the Constables of the Town of South Hadley

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of South Hadley that the SPECIAL TOWN MEETING will be held at 153 Newton Street, South Hadley, Massachusetts on Wednesday, November 30, 2022 at 6 p.m. or as soon thereafter as the subject matter of this warrant can then and there be reached, and the Town Clerk is required to notify and warn the Town Meeting Members then and there to meet and act on the following articles;

ARTICLE 1. To see if the Town will vote to support the resolution in support of changing the State Flag and Seal of Massachusetts by adopting the following resolution:

Resolution in Support of Changing the State Flag & Seal of Massachusetts

Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land;

Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;

Whereas the Colonial broadsword brandished above the head of the Native man on the Massachusetts State Flag and Seal is modeled after Myles Standish's own broadsword, borrowed for that purpose from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884;

Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Colonial encroachment;

Whereas the proportions of the body of the Native man in the Flag and Seal were modeled from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his facial features taken from a photograph of an Ojibwe chief from Great Falls, Montana,

considered by the illustrator to be a “fine specimen of an Indian,” though not from Massachusetts;

Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called “praying Indians” on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675, their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands, the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half that amount for Native women and children;

Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;

Whereas the 400th anniversary of the landing of the colonists at Plymouth Plantation in the year 2020, afforded every citizen of the Commonwealth a chance to reflect upon this history and come to an awareness of the possibility of a better relationship between the descendants of the Colonial immigrants and the Native Nations of the Commonwealth;

Whereas Native Americans have long suffered the many abuses of racism, the appropriation of their symbols for public schools and sports teams, the loss of their ancestral lands and the encroachment of their cultural lifeways;

Whereas the area now known as the Town of South Hadley shares a rich Native history with tribal Nations such as the Norwottuck, and modern tribal Nations such as the Nipmuc, who have lived in this area for thousands of years before the first colonial settlers arrived in 1721;

Now, therefore, **BE IT RESOLVED** that the Town of South Hadley hereby adopts this resolution in support of the work of the Special Commission Relative to the Seal and Motto of the Commonwealth, established by a Resolve of the General Court in 2020 and appointed by the Governor **to recommend changes to the current flag and seal of Massachusetts**, and in support of a new seal and motto for the Commonwealth that may better reflect our aspirations for harmonious and respectful relations between all people who now call Massachusetts home. The town clerk shall forward a copy of this resolution to Sen. Marc Pacheco and Rep. Antonio Cabral, co-chairs of the Joint Committee on State Administration, who serve as members of the Special Commission Relative to the Seal and Motto of the Commonwealth, and to Sen. JoAnne Comerford and Rep. Daniel

Carey, with the request that they continue their strong advocacy and support for the work of the aforementioned Special Commission.

Or take any action related thereto.

ARTICLE 2. To see if the Town will amend the Town Bylaws, Chapter 240: Wetlands Bylaw by revising section 240-11 as follows (**underline and bold new** and ~~cross-out~~ removed):

After public notice and public hearing, the Commission shall promulgate rules and regulations to effectuate the purposes of this bylaw. **Said regulations may allow for the collection and setting of permit fees, mitigation payments, or fines all in accordance with the purpose and intent of this bylaw.** Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this bylaw. Public notice shall be given at least three weeks prior to such hearing by publication in a newspaper of general circulation in South Hadley and by posting with the Town Clerk. At a minimum, these regulations shall define key terms in this bylaw not inconsistent with this bylaw.

or take any other action related thereto.

ARTICLE 3. To see if the Town will vote to accept G.L. c. 60 sec. 3F, to allow for the donation and collection of funds for a municipal veterans assistance fund; or take any other action related thereto.

ARTICLE 4. To see if the Town will vote to amend the Town General Bylaws by adding a new section 7-7 titled, Veterans' Council as follows:

7-7 Veterans' Council

A. Established.

There is hereby established a veterans' council consisting of seven (7) persons appointed by the Selectboard from all the veterans who are voters and residents of the town under the provisions of General Law, Chapter 115, Section 12, with each member serving a three-year term. The initial appointments shall serve staggered terms as follows, 2 shall serve 1 year, 2 shall serve 2 years and the remaining 3 shall serve 3 years. Following the first term all appointments shall be made for a term of 3 years.

B. Powers and duties.

The Veterans' Council shall meet at least four (4) times a year or upon the call of the chairperson. The veterans' council shall advise and make recommendations to the director of veteran's services, the Town Administrator and Selectboard on legislation pertaining to veteran's affairs, and promote the welfare of veterans in the Town of South

Hadley. Further, the veterans' council shall be responsible for conducting the annual Memorial Day Ceremony, Veterans' Day Ceremony and Flag Day Parade in the Town of South Hadley, and be responsible for such other related duties as may be voted by the Selectboard.

The veterans' council may assume further duties and responsibilities as they may deem fit with the advice and approval of the Town Administrator and Selectboard.

C. OFFICERS

The officers of the Council shall be: Chair, Vice Chair and Secretary. All officers shall be elected annually by vote of the Council in public session during the first meeting of the fiscal year. Council Officers will constitute the Executive Board of the Council. The Executive Board shall be responsible for planning and organizing all Council meetings and addressing any and all matters identified by the Veterans Service Officer..

C-1 DUTIES OF OFFICERS

CHAIR

The Chair shall preside at all meetings of the Council. The Chair shall be responsible for preparing each meeting's agenda, providing at least two-week advance notice to Council members of upcoming meetings except in emergency circumstances, and posting all meeting agendas in accordance with Open Meeting Law (G.L. Chapter 30A, Section 20).

VICE CHAIR

The Vice Chair shall be responsible for performing the duties of the Chair should the Chair not be available to prepare for and/or preside at a meeting.

SECRETARY

The Secretary shall be responsible for taking minutes at all meetings and presenting draft minutes for approval at the Council's next meeting. The Secretary shall arrange for posting of approved minutes on the town's web page for the Council. The Secretary shall be responsible for any and all other correspondence required by the Council. The Secretary shall be responsible for maintaining custody of all agendas and approved minutes of Council meetings in accordance with the Public Records Law (G.L. c.. 66, Section 6.)

D. MEETINGS

The Council shall meet a minimum of ten (4) times annually. Additional meetings may be called by the Chair, when required, in accordance with the Open Meeting law.

ARTICLE 5. Removal from Civil Service - To see if the Town will vote to revoke the acceptance of G.L. c. 31, §§ 48 and 49 to remove regular or permanent members of the police department from Civil Service and take any action relative thereto. Said revocation shall comply with the provisions of G.L.c. 4. § 4B, which provides in relative part that such revocation shall not affect any contractual or civil service rights which have come into existence between the city, town or municipality and any officer or employee thereof as a result of the original acceptance of any such law or the provisions thereof; provided, however, that such revocation shall apply to the successor to the incumbent officer or employee, which application shall prevent such contractual or civil service right from automatically continuing with respect to such successor officer or employee.

DRAFT

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

Lisa Wong
 Town Administrator

**Town Administrator's Report to Selectboard
 November 1, 2022**

Administration, Finance and Operations

- The Town received Certification of available funds (Free Cash) as of July 1, 2022. The figures are below for each fund with a comparison to last year's certification.

General Fund	\$3,958,362	(\$3,585,557 in FY21)
Ledges Enterprise	\$284,117	(\$215,153 in FY21)
Wastewater Enterprise	\$860,739	(\$1,059,829 in FY21)
Landfill Enterprise	\$873,940	(\$596,217 in FY21)

- The Town will commence a new contract for natural gas in November 2022 for .598 per therm for a two year deal ending October 31, 2024. The contract was signed in December 2020 by the previous Town Administrator. The current prices vary between .8 to 1.6 therms, and our current contract (2019-2022) is for .637. This new contract will switch our supplier back to ENGIE from Direct Energy. The Town usually locks in rates years in advance and is starting to look at pricing for 2024. The next step is for the Town to work with the broker to set up a market watch for the renewal terms. The Town has been using Secure Energy as our broker since 2015. The Town has 11 meters and the schools also use Secure Energy but have a separate contract. The increase in natural gas is volatile and can be impacted by many factors including war, weather, or a shutdown in facilities.
- The Town has received two Community Compact Grants for Best Practices for FY2023. Municipalities are eligible if they haven't received a grant in the previous year, and if there is funding available. The activities selected from their options are:
 - Develop a formal Wage and Classification Plan that details, at a minimum, job descriptions, employee grades, and salary ranges, thereby providing the municipality with a tool to make pay decisions that are reasonable in comparison to similar work being carried out in all areas of city/town government.
 - Develop a comprehensive ongoing training program for staff, elected and appointed officials. The pathway to advancing equity begins with training. Training is helpful in building a shared vocabulary and understanding of equity concepts and how they impact the community.

Planning

- The Town has applied for a \$100,000 REDO grant for a town-wide façade improvement program, with preference given to businesses along arterial corridors including Route 116, Route 202, Route 33 and Route 47. South Hadley's previous REDO grant included façade improvements to nine commercial properties within South Hadley Falls. The Town should hear back on whether the grant is successful in November and the grant period would run from December 1, 2022 – June 30, 2023. There is a second round of REDO grants that the Town will likely apply for as well once the guidelines have been established.

Public Health

- The Department of Public Health has added \$21,012 to our existing award for a total of \$98,012 for our current fiscal year's Tobacco and Public Health Policy Grant to include Deerfield, Belchertown, Pelham and Ware.

Public Safety

- TRIAD is again offering a bucket of sand for seniors to help with slipper steps, parked cars or walkways. Call the Senior Center at (413) 538-5030 option 3 by November 16 to have the sand delivered. TRIAD and the SALT Council were established in 1994 to meet the needs of South Hadley elderly.