

**HYBRID SELECTBOARD MEETING
TUESDAY, FEB. 21, 2023
AGENDA
SENIOR CENTER MULTI-PURPOSE ROOM
7:30 P.M.**

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

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES:** Draft Minutes of Feb. 7, 2021
- 3. ANNOUNCEMENTS/OPEN FORUM**
- 4. 7:35 p.m. – PUBLIC HEARING – E-Ink Flammable Storage License**
- 5. TRI-ANNUAL INTERVIEWS**
 - A. Sheila Pennell – Bike / Walk
 - B. Patrick Tracey – Bike / Walk
 - C. Leo Labonte – Historical Commission, Historic District Study Committee
 - D. Brendan Bartlett – Recreation Commission
- 6. 8:15 p.m. – PUBLIC HEARING – Trash/Recycle Contract**
- 7. CONSENT AGENDA**
 - A. One-Day Beer & Wine License Request for Karen Franz for March 3
- 8. NEW BUSINESS**
 - A. National Opioid Settlements
 - B. Town Accountant Reappointment
 - C. Town Administrator Reappointment
 - D. Remote Participation Policy
- 9. OLD BUSINESS**
 - A. FY24 Budget
- 10. RESIGNATION**
 - A. Pamela Peck – Council on Aging
 - B. Raghav Raghavan – Sustainability and Energy Commission
 - C. Jennifer Deforge - Sustainability and Energy Commission
- 11. TOWN ADMINISTRATOR’S REPORT**
- 12. ADJOURN**

SELECTBOARD MEETING MOTIONS
FEB. 21, 2023

MINUTES

- A. I move to accept the draft minutes of Feb. 7, 2023 and Feb. 9, 2023.

PUBLIC HEARING - E-Ink Flammable Storage License

- A. I move to grant a flammable storage license to 7 Gaylord Street upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended, and to allow the chair to sign the license on the board's behalf.

CONSENT AGENDA

- A. I motion to approve the consent agenda as presented.

NEW BUSINESS

- A. I move that we authorize the Town Administrator to sign the settlement participation forms for the Allergan, Teva, CVS, Walgreens and Walmart Settlements
- B. I move to appoint William Sutton as the Town Accountant for a five-year term starting January 1, 2023.
- C. I move to appoint a subcommittee (usually 2 members of the Board) to negotiate a new contract for the Town Administrator that will start July 1, 2024.
- D. I move that the Selectboard authorize remote participation pursuant to the requirements of G.L. c. 30A §18-26 and 940 CMR 29.10 for all future meetings of multi-member bodies in the Town of South Hadley. And further that the Selectboard Remote Participation Policy dated February 21, 2023 is hereby adopted.

NEW BUSINESS

- A. No action needed at this time

RESIGNATION

- A. I move to accept the resignations of Marsha Chappel from the Council on Aging, Raghu Raghavan from the Sustainability and Energy Commission, and Jennifer Deforge from the Sustainability and Energy Commission.

ADJOURN

- A. I move to adjourn.

**HYBRID SELECTBOARD MEETING
TUESDAY, FEB. 7, 2023
MEETING MINUTES
SENIOR CENTER MULTI-PURPOSE ROOM
6 P.M.**

Present in person were Selectboard Chair Jeff Cyr, Vice Chair Andrea Miles, Selectboard Clerk Renee Sweeney, Selectboard member Carol Constant, Selectboard member Nicole Casolari, and Town Administrator Lisa Wong.

CALL TO ORDER

Cyr called the meeting to order at 6:03 p.m.

MINUTES

Constant motioned to approve the draft minutes of Jan. 24, 2023 as amended. Miles seconded. All in favor. Unanimous.

PUBLIC HEARING – IONA’S KITCHEN – 6:05 PM

Cyr opened the hearing at 6:05 p.m. and closed it at 6:06 p.m. Miles motioned to approve the application for a general on-premise beer and wine license. Sweeney seconded. All in favor. Unanimous.

ANNOUNCEMENTS / OPEN FORUM

Miles reminded the public that nomination papers for elected office are available for residents to take out in the town clerk’s office until Feb. 16.

EXECUTIVE SESSION

Constant moved to enter into executive session under MGL Ch. 30 §21(a) 3 to discuss strategy with respect to collective bargaining or litigation and to return to open session. Miles seconded. All in favor. Unanimous.

The board returned to open session at 6:35 p.m.

SEASONAL POPULATION

Sweeney motioned to certify South Hadley will have a temporary increased population of 18,150 as of July 1, 2023. Miles seconded. All in favor. Unanimous.

SHOWCASE SOUTH HADLEY

Miles motioned to amend use of the Town Common for the SHOWCASE South Hadley festival to Oct. 7 & 8. Casolari seconded. All in favor. Unanimous.

PETITION TO AMEND ZONING AT 460 AMHERST ROAD

Constant motioned to refer this amendment to the Planning Board. Sweeney seconded. All in favor. Unanimous.

PETITION TO AMEND ZONING AT 280 & 286 GRANBY ROAD

Constant motioned to refer this amendment to the Planning Board. Casolari seconded. All in favor. Unanimous.

COLLECTIVE BARGAINING AGREEMENT – POLICE

Constant moved to accept the terms of the MOA between the Town of South Hadley and the MASSCOP, Local 428, on behalf of the police unit for the contract period of July 1, 2022 to June 30, 2025, and to authorize the town administrator to execute the contract. Miles second. All in favor. Unanimous.

LANDFILL POST CLOSURE CONTRACT

Miles moves to extend the contract with Tighe and Bond for Landfill Post Closure Services. Sweeney seconded. All in favor.

TRASH/RECYCLING CONTRACTS

DPW Superintendent Chris Bouchard gave an overview of the trash and recycling contract that is set to expire this year and discussed options for the future. A public hearing on the contract will be held Feb. 21.

ADOPT HCVE REGULATION

Miles motioned to hold a public hearing on heavy commercial vehicle exclusions on March 7. Casolari seconded. All in favor. Unanimous.

ARPA FUNDING FOR MOSIER SOI CONSULTANT

Miles motioned to approve expenditures from the town’s American Rescue Plan Act funds up to \$10,000 to provide the school department with assistance in the preparation of the SOI in the form of a consultant. Constant seconded. Casolari abstained. The motion passed.

RESIGNATION

Constant moved to accept with regret the resignation of Marsha Chappel from the Council on Aging. Miles seconded. All in favor. Unanimous.

TA REPORT

For the full town administrator’s report, see the Feb, 7, 2023 Selectboard meeting packet.

ADJOURN

Miles motioned to adjourn. Constant seconded. All in favor. Unanimous. The meeting adjourned at 7:22 p.m.

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

**HYBRID SELECTBOARD / APPROPRIATIONS COMMITTEE MEETING
TUESDAY, FEB. 7, 2023
MEETING MINUTES
SENIOR CENTER MULTI-PURPOSE ROOM
7:30 P.M.**

Present in person were Selectboard Chair Jeff Cyr, Vice Chair Andrea Miles, Selectboard Clerk Renee Sweeney, Selectboard member Carol Constant, Selectboard member Nicole Casolari, and Town Administrator Lisa Wong.

CALL TO ORDER

Cyr called the Selectboard meeting to order at 7:30 p.m.

Tom Terry called the Appropriations Committee meeting to order at 7:30 p.m.

FY24 BUDGET

Wong reviewed the draft FY24 budget as it stands so far. She noted state revenues have not been set yet and therefore she cannot yet balance the town's budget. Town department heads of the DPW, WWTP, facilities, police and cable studio departments presented their budgets.

ADJOURN

Miles motioned to adjourn the Selectboard meeting. All in favor. Unanimous.

McAllister motioned to adjourn the Appropriations Committee meeting. Finkowski seconded.

All in favor. Unanimous. The meeting adjourned at 9:29 p.m.

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

**HYBRID SELECTBOARD / APPROPRIATIONS COMMITTEE MEETING
THURSDAY, FEB. 9, 2023
MEETING MINUTES
SENIOR CENTER MULTI-PURPOSE ROOM
6 P.M.**

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

CALL TO ORDER

Miles called the Selectboard meeting to order at 6:06 p.m.

Tom Terry called the Appropriations Committee meeting to order at 6:06 p.m.

FY24 BUDGET

Wong reviewed the draft FY24 budget as it stands as of Feb. 9, 2023. Town department heads of the town clerk, COA, health, inspection services, IT, library, planning/conservation, recreation/Ledges, and veteran departments presented their budgets.

ADJOURN

Constant motioned to adjourn the Selectboard meeting. Sweeney seconded. All in favor.

Unanimous.

Richard Constant motioned to adjourn the Appropriations Committee meeting. Everett seconded.

All in favor. Unanimous. The meeting adjourned at 9:22 p.m.

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



February 10, 2023

E Ink Corporation
7 Gaylord Street
South Hadley, MA 01075

Subject: E Ink Corporation, South Hadley Manufacturing Facility
Request for Flammable Storage License

E Ink Corporation (E Ink, we) manufactures a unique electronic material that is laminated onto a substrate to make “electronic inks” for low energy displays. Due to increased demand, and with the approval of the Town of South Hadley Planning Board and Conservation Commission, E Ink is expanding its South Hadley manufacturing facility to meet current and projected production requirements. In light of this expansion, we submit this application to the Town of South Hadley Select Board (the Board) for a new Flammable Storage License (the License) to support the expansion project.

This request represents the next step in E Ink’s expansion in South Hadley. On May 10, 2022, the South Hadley Conservation Commission approved the expansion project and issued an Order of Conditions. On May 23, the South Hadley Planning Board voted to approve the project with conditions and issued a Special Permit and Stormwater Management Permit. As part of the permitting and approval process, we, with the Planning Board, the Conservation Commission, and the Commission’s peer reviewer, thoroughly reviewed the potential environmental and neighborhood impacts of the project. Additionally, throughout the planning and permitting process, E Ink has worked closely with the South Hadley Fire Department to assure that all concerns have been addressed. The License and this request are the next phase of this vetted and approved expansion project.

In 2022, E Ink’s Environmental Health & Safety group (EH&S) and Innovative Facilities Design, LLC (IFDesign), E Ink’s architectural and engineering design partner, performed a complete compliance evaluation at the existing South Hadley manufacturing facility to assure continued compliance with all relevant building and fire codes. *See Exhibit 2 and Table 1.* The results of this evaluation were sent to the South Hadley Fire Department as supporting documentation for E Ink’s annual Flammable Storage Permit. This Permit was issued on December 2, 2022.

Also in 2022, as part of the design review process for the expanded facility, our EH&S team, the E Ink expansion project team, and IFDesign reviewed the relevant building and fire code requirements to ensure that the proposed expanded facility, as designed, will have the same safety features as the existing facility and will comply with all relevant requirements. *See Table 1.*

In October of last year, E Ink submitted its “Architectural Report of Hazardous Materials Compliance” to the Board. *See Exhibit 1.* The Report detailed assigned Flammable Storage Control Areas and Hazardous H-2 Classified Areas. These areas were determined by reviewing E Ink’s existing and proposed chemical usage and storage needs. *See Exhibit 1b.*

We ask the Board to approve E Ink’s request for a Flammable Storage License to support the proposed expanded facility.

Attachments:

- Exhibit 1: E Ink’s Architectural Report of Hazardous Materials Compliance
 - Exhibit 1a: Flammable Storage License Application (Amended 2/1/2023) & Flammable Inventory
 - Exhibit 1b: Flammable Storage Control Areas and Hazardous H-2 Classified Areas
- Exhibit 2: E Ink’s 2022 Annual Compliance Review
- Table 1: Applicable Fire and Building Code Requirements



Exhibit 1
E Ink's Architectural Report of Hazardous Materials Compliance



E Ink Corporation
1000 Technology Park Drive
Billerica, MA 01821
www.eink.com

October 24, 2022

Ms. Sarah B. Gmeiner
Town Clerk
Town of South Hadley
116 Main Street
South Hadley, MA 01075

RE: Compliance Review for Flammable Storage License
E Ink Corporation
7 Gaylord Street
South Hadley, MA

Dear Ms. Gmeiner:

E Ink Corporation (E Ink) is expanding its operations at its South Hadley facility to meet current and projected production requirements.

The proposed new construction will include a new Pigment Processing Facility and the following spaces and capabilities:

- Pigment Manufacturing to remove supply chain bottlenecks for increased display sales;
- Toluene and Isopar E Recycling to enable solvent reclaim process to save costs and the environment;
- High Bay Warehouse to support new pigment manufacturing capability and increasing South Hadley FPL roll demand;
- Shipping/Receiving Area to support pigment manufacturing and general E Ink business;
- Renovated Space for Future Processing Rooms not intended as part of 1st stage of facility buildout;
- Tank Farm which will be diked and covered area with Unloading Area with the following tanks:
 - Toluene - Fresh
 - Toluene - Spent
 - Toluene - Reclaim
 - Isopar E - Fresh
 - Isopar E - Spent
 - Isopar E - Reclaim

As a result of these improvements, there will be an increase in the quantities of flammables and combustibles, requiring a Site License as required by 527 CMR MA Comprehensive Fire Code.

The new required amounts for the License are as follows:

Flammable and Combustible Liquids	98,000 gallons
Flammable Solids	5, 000 gallons



The Flammable and Combustible Liquids and Flammable Solids are broken down into the following Flammability Classes:

Flammable & Combustible Liquids				
FIB	FIC	CII	CIIA	CIIB
Acetone Bar Code Makeup Dimethylformamide (DMF) Ethyl Acetate Hydranal Ink Cartridges Isopropanol (IPA) Isopar E Methyl Ethyl Ketone (MEK) Methanol 2,2,2 Trifluoroethyl Methacrylate (TFEM) Toluene Trapper Solution Viscosity Standard W1-200 Wash	n-Butyl Alcohol	XL-701	Dipropylene Glycol Dimethyl Ether (DMM) n-Methyl-2-pyrrolidone (NMP)	Lauryl Methacrylate (LMA) Methyl Methacrylate (MMA) Methacryloxypropyl Terminated Polydimethylsiloxane (PDMS) 4-Vinylbenzyl Chloride (VBC)

Flammable & Combustible Liquids Quantities									
Class	Unit	Outside Tank	Inside Tank	Drum	Bottle	Plastic Carboy	Can	Cartridge	Total
FIB	gallons	46,500	18,130	26,000	250	15	3,600	5	94,500
FIC	gallons			400					400
Total Flammable Liquids									94,900
CII	gallons			100					100
CIIA	gallons			190	10				200
CIIB	gallons		220	2,580					2,800
Total Combustible Liquids									3,100
Totals	gallons	46,500	18,350	29,270	260	15	3,600	5	98,000

Flammable Solids	
Flammable Class: FLS	
2,2 AZOBISISOBUTYRONITRILE (AIBN) Solid Lab Debris (debris (plastic, trash, rags, etc.) containing dimethyl formamide (DMF),methylene chloride, naphtha based oil, ethyl acetate)	

Flammable Solids									
Class	Unit	Outside Tank	Inside Tank	Drum	Bottle	Plastic Carboy	Can	Cartridge	Total
FLS	Lbs.			5,000					5,000
Totals	Lbs.			5,000					5,000



A Compliance Review of E Ink's South Hadley manufacturing facility was conducted by Anthony Vinciguerra of E Ink's Environmental Health and Safety (EH&S) Department and Rob Troccoli, A.I.A. of Innovative Facilities Design, LLC (IFDesign) at the direction of the South Hadley Fire Department (SHFD) in 2021. The review, as directed by the SHFD, examined the Chemical and Fire Protection Features of the Control Areas and Hazardous Use Rooms to ensure that E Ink remains in compliance with the current Building and Fire Codes. E Ink is committed to the safety of its operations.

General Review of the Existing Facility

E Ink manufactures a unique electronic material that is laminated onto a substrate to make "electronic inks" for low energy displays. The manufacturing process uses flammable and combustible chemicals. It is necessary to provide sufficient space within the existing facility for chemical storage and closed system processing of these materials.

E Ink's South Hadley facility (formerly Intellicoat) is a collection of buildings constructed over many years. For the purpose of this review, each major building was evaluated and Control Areas were assigned as determined by chemical usage. In addition, as part of various renovation projects by E Ink over the last several years, Hazardous H-2 Classified Areas were created to store and process chemicals

As part of E Ink's annual chemical storage review, E Ink's EH&S team and Rob Troccoli identified all chemical storage locations and categorized chemical storage vessels by quantity and location.

The buildings and individual rooms at E Ink's South Hadley facility were inspected to ensure and confirm that the appropriate building elements and fire protection features were in place and in good working condition. The following is a list of fire protection features reviewed and inspections conducted:

Hazardous H-2 Areas

- Spill and Fire Water Containment Pit – including sloped floors and drainage features;
- Hazardous Waste Storage Areas;
- Roll-up Fire doors with fusible link;
- Grounding bars;
- Ventilation, high and low returns;
- Electrically classified lighting and power receptacles; and
- Condition of finishes at the floor, walls and ceiling.

Laboratory Areas:

- The Building Code required Control Areas were reviewed for fire separation by inspecting fire rated partitions and doors.
- The fume hoods and flammable storage cabinets were inspected for chemical quantities by counting containers for each type of hazardous material and identifying how they were stored or utilized.
- The established Control Area Quantities were tabulated. The H-2 Areas were evaluated for the amounts of Flammable Liquids and Solids and how they are processed and stored.
- As per this review, a Control Area Diagram was formalized with the H-2 Hazardous Areas also defined. This study indicates that the facility is in compliance with current Building Code and the Massachusetts Comprehensive Fire Code as well as the South Hadley Permit and License Restrictions.

Review of New Pigment Processing Facility

The New Pigment Processing Facility will maintain the same compliance with the Fire and Building Codes. The Control Area Diagram and the Chemical Type, Use and Classification List were updated for all areas. It included H-3 Hazardous Areas.



Hazardous H- 3 Areas

Spill and Fire Water Containment Pit – including sloped floors and drainage features;
Hazardous Waste Storage Areas;
Roll-up Fire doors with fusible link;
Grounding bars;
Ventilation, high and low returns;
Electrically classified lighting and power receptacles;
Condition of finishes at the floor, walls and ceiling; and
Required Fire Protection and Fire Alarm systems.

Control Areas

Established to maintain hazardous material quantities below the exempt amounts established by the Building and Fire Codes;
Required fire separation at floors, walls and ceilings;
Containment of spills at 110% of largest containment;
Proper ventilation rates; and
Required Fire Protection and Fire Alarm systems.

Tank Farm and Unloading Area

Tank Farm Diked Area with the following features:

Fire rated double wall tanks;
Fire Water Containment;
Foam Water Fire Suppression System; and
Weather Protection.

Unloading Area

Spill containment;
8500 gallon containment tank;
Fire Water Containment; and
Weather Protection.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Robert Heumann
Associate Vice President, Operations
E Ink Corporation
(617) 499-6000
rheumann@eink.com

cc: Rob Troccolo, Innovative Facilities Design, LLC
Keith Jacobsen, Anthony Vinciguerra, E Ink Corporation

Attachments: Control Area Diagram, Flammable Liquid and Solid License



**Exhibit 1a:
Flammable Storage License Application (Amended 2/1/2023) & Flammable Inventory**



FP-002
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of South Hadley

License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws,
a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 7 Gaylord Street, South Hadley, MA
Number, Street and Assessor's Map and Parcel ID

Owner of Land: E Ink Corporation

Address of Land Owner: 1000 Technology Park Drive, Billerica, MA 01821

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
See Attached Table				

LP-gas *(Complete this section for the storage of LP-gas or propane)*

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: N/A
List sizes and capacities of all aboveground containers used for storage N/A

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: N/A
List sizes and capacities of all underground containers used for storage N/A

Total aggregate quantity of all LP-gas to be stored: N/A

Fireworks *(Complete this section for the storage of fireworks)*

- ❖ Maximum amount (in pounds) of Class 1.3G: N/A
- ❖ Maximum amount (in pounds) of Class 1.4G: N/A
- ❖ Maximum amount (in pounds) of Class 1.4: N/A Total
aggregate quantity of all classes of fireworks to be stored: N/A

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**



Explosives *(Complete this section for the storage of explosives)*

- | | |
|---------------------------------------------------------|----------------------------------------------------|
| ❖ Maximum amount (in pounds) of Class 1.1: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |
| ❖ Maximum amount (in pounds) of Class 1.2: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |
| ❖ Maximum amount (in pounds) of Class 1.3: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |
| ❖ Maximum amount (in pounds) of Class 1.4: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |
| ❖ Maximum amount (in pounds) of Class 1.5: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |
| ❖ Maximum amount (in pounds) of Class 1.6: <u>_N/A_</u> | Number of magazines used for storage: <u>_N/A_</u> |

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

ADDITIONAL RESTRICTIONS:

Signature of Licensing Authority	Title	Date
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THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.



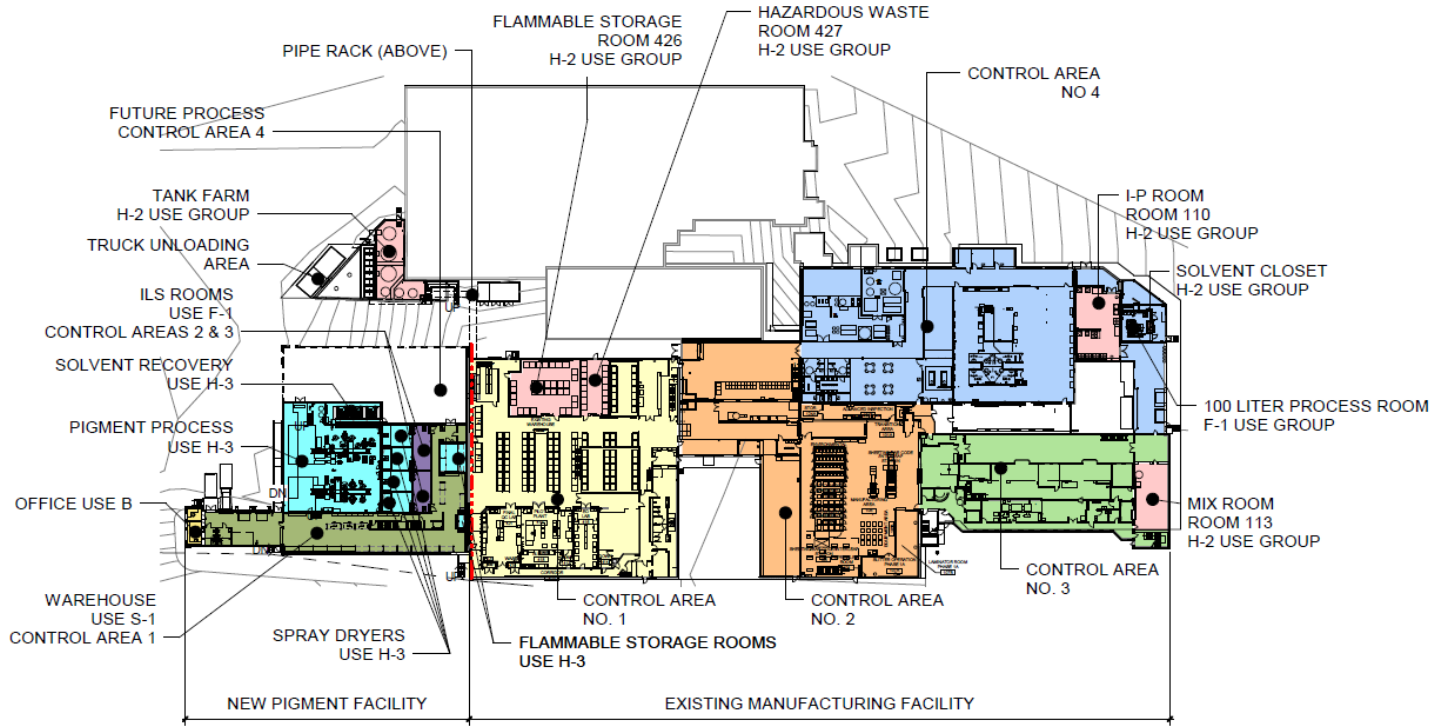
Flammable Liquid Class Inventory

Class	Chemicals Included in Class	Unit	Indoor Tank	Outdoor Tank	Drum	Bottle	Plastic Carboy	Can	Cartridge	Total
F1B	Acetone Bar Code Makeup Dimethylformamide (DMF) Ethyl Acetate Hydranal Ink Cartridges Isopropanol (IPA) Isopar E Methyl Ethyl Ketone (MEK) Methanol 2,2,2 TRIFLUOROETHYL METHACRYLATE (TFEM) Toluene Trapper Solution Viscosity Standard WL-200 Wash	gal	18,130	46,500	26,000	250	15	3,600	5	94,500
F1C	N-Butyl Alcohol	gal	0	0	400	0	0	0	0	400
Total Flammable Liquids										94,900
C11	XL-701	gal	0	0	100	0	0	0	0	100
C11A	Dipropylene Glycol Dimethyl ether N-Methyl-2-pyrrolidone	gal	0	0	190	10	0	0	0	200
C11B	LAURYL METHACRYLATE Methyl Methacrylate METHACRYLOXYPROPYL TERMINATED POLYDIMETHYLSILOXANE (PDMS) 4-VINYLBENZYL CHLORIDE (VBC)	gal	220	0	2,580	0	0	0	0	2,800
Total Combustible Liquids										3,100
Overall		gal	18,350	46,500	29,270	260	15	3,600	5	98,000

Flammable Solid Inventory

Class	Chemicals Included in Class	Unit	Indoor Tank	Outdoor Tank	Drum	Bottle	Plastic Carboy	Can	Cartridge	Total
FLS	2,2 AZOBISISOBUTYRONITRILE (AIBN) Solid Lab Debris (debris (plastic, trash, rags, etc.) containing dimethyl formamide (DMF),methylene chloride, naphtha based oil, ethyl acetate)	lbs.	0	0	5,000	0	0	0	0	5,000
Overall		lbs.	0	0	5,000	0	0	0	0	5,000

Exhibit 1b - Flammable Storage Control Areas and Hazardous H-2 Classified Areas



① OVERALL CONTROL AREA DIAGRAM
1/64" = 1'-0"

	E Ink - Pigment Facility	Date: 09/26/22		
	7 GAYLORD ST. SOUTH HADLEY, MA	Drawn: AJS	Approved: RCT	

May 19, 2022

Captain Jason Houle
Fire Prevention Officer
South Hadley Fire Department
8 Good Street
South Hadley, MA

RE: Compliance Review for Flammable Storage Permit
E Ink Corporation
7 Gaylord Street
South Hadley, MA

Dear Captain Houle:

On February 22, 2022, a Compliance Review of E Ink's Manufacturing Facility was conducted by Michael Pare of E Ink and Rob Troccolo, A.I.A. of IFDesign. The focus of the review, as directed by the South Hadley Fire Department was to examine the Chemical and Fire Protection Features in regard to Control Areas and Hazardous Use Rooms to ensure that they are maintaining compliance with the current Building and Fire Codes.

General

E-Ink Corporation is a manufacturing company that produces a unique electronic material that is laminated onto a substrate to make "electronic inks" for low energy displays. The manufacturing process uses flammable and combustible chemicals and it is necessary to provide sufficient space within the existing facility for their storage and closed system processing of these materials.

The South Hadley site (formerly Intellicoat) is a collection of buildings constructed over many years. For the purpose of this review, each major building was evaluated and Control Areas were assigned to as determined by chemical usage. In addition, as per of the renovation projects by E Ink within the last several years, Hazardous H-2 Classified Areas were created to store and process chemicals

Each room was inspected for chemical quantities. The containers or vessels for each type of hazardous material and how they were stored or utilized was determined.

The construction of the various rooms and buildings were inspected to insure that the appropriate building elements and fire protection features were in place and in working condition. The items included the following:

Hazardous H-2 Areas

Spill and Fire Water Containment Pit – including sloped floors and drainage features
Hazardous Waste Storage Areas
Roll-up Fire doors with fusible link
Grounding bars
Ventilation, high and low returns
Electrically classified lighting and power receptacles
Condition of finishes at the floor, walls and ceiling.

Laboratory Areas:

The Building Code required Control Areas were reviewed for fire separation by inspecting fire rated partitions, doors water curtains.

The fume hoods and flammable storage cabinets were inspected for chemical quantities by counting containers for each type of hazardous material and how they were stored or utilized.

After the walk-thru, the established Control Area Quantities were tabulated. The H-2 Areas were evaluated for the amounts of Flammable Liquids and Solids and how they are processed and stored.

As per this review, a current Control Area Diagram was formalized with the H-2 Hazardous Areas also defined. This study indicates that the facility is in compliance with current Building Code and the Massachusetts Comprehensive Fire Code as well as the South Hadley Permit and License Restrictions.

If you have any questions, please contact me.

Very truly yours,

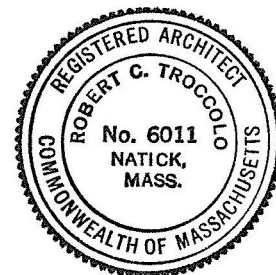


Robert C. Troccoli, A.I.A.
Principal Architect

IFDesign

Innovative Facilities Design, L.L.C.

85 Main Street
Hopkinton, MA 01748
Mobile: 508-942-5637



Cc: A. Vinciguerra, D. Pare

Attachments:

Control Area Diagram
Control and Hazardous Area Compliance Table
Chemical List by Class and Usage

FLAMMABLE STORAGE
ROOM 426
H-2-USE GROUP

HAZARDOUS WASTE
ROOM 427
H-2-USE GROUP

PROPOSED
MEZZANINE

CONTROL AREA
NO 4

I-P ROOM
ROOM 110
H-2-USE GROUP

100 LITER PROCESS ROOM
F-1 USE GROUP

SOLVENT CLOSET
H-2 USE GROUP

CONTROL
AREA NO 1

PROPERTY
LINE

CONTROL
AREA NO 2

CONTROL AREA
NO 3

MIX ROOM
ROOM 113
H-2-USE GROUP

IFDesign
L.L.C.

INNOVATIVE FACILITIES DESIGN FOR ADVANCED TECHNOLOGIES
85 MAIN STREET, HOPKINTON, MA 01748

Eink

7 GAYLORD ST,
SOUTH HADLEY, MA 01075

**SOUTH HADLEY
CONTROL AREA DRAWING**

FIRST FLOOR PLAN

REV.	DATE	DRAWN	CHKD	APRVD	PURPOSE OF ISSUE/REVISION
A	05/18/22	AJS	RCT	RCT	ISSUE FOR REVIEW

SCALE: AS NOTED
PROJECT NUMBER: 2022-05
DRAWING NUMBER: A-100
FILE: 2021-03-A0100-A.DWG

PRODUCT NAME	FLASH POINT (Fahrenheit)	BOILING POINT (Fahrenheit)	CLASS	QUANTITY Gal / Lbs	LIQUID, SOLID or GAS	MANNER OF STORAGE
Control Area No. 1						
Final QC Lab						
Acetone			F1B	3.17 gal	Liquid	Safety Cabinet
Ethyl Acetate			F1B	3.17 gal	Liquid	Safety Cabinet
DMF (Dimethylformamide)			F1B	3.17 gal	Liquid	Safety Cabinet
Methanol			F1B	0.64 gal	Liquid	Safety Cabinet
NMP (N-Methyl-2-pyrrolidone)			F1B	0.79 gal	Liquid	Safety Cabinet
Isopropanol			F1B	1 gal	Liquid	Open System
Acid			COR	1 gal	Liquid	Safety Cabinet
Oxidizer - Ammonium Hydroxide 25%			TOX	0.25 gal	Liquid	Safety Cabinet
Solid Lab Debris				180 lb/55 gal	Solid	Storage
Slurry Room						
IPA			F1B	1 gal	Liquid	Safety Cabinet
IPA/Water Mix (20%/80%)			F1B	0.64 gal	Liquid	Safety Cabinet
Isopar E			F1B	0.39 gal	Liquid	Safety Cabinet
Trapper Solution In Spray and Squeeze Bottles			F1B	0.64 gal	Liquid	Open System
Viscosity Standard			F1B	0.64 gal	Liquid	Safety Cabinet
Acetone			F1B	0.132 gal	Liquid	Safety Cabinet
Solid Lab Debris				180 lb/55 gal	Solid	Storage
Pilot Plant						
Isopropanol Squirt Bottles			F1B	1 gal	Liquid	Open System
TFT Lab						
Isopropanol Squirt Bottles			F1B	.264 gal	Liquid	Safety Cabinet
Acetone Squirt Bottles			F1B	.132 gal	Liquid	Safety Cabinet
Flammable Storage Room 426						
Pigment/PIB/Solperse Isopar E Solution			F1B	1475 gal	Liquid	Storage
Acetone			F1B	385 gal	Liquid	Storage
Isopar E			F1B	935 gal	Liquid	Storage
IPA			F1B	605 gal	Liquid	Storage
MEK			F1B	55 gal	Liquid	Storage
NMP (N-Methyl-2-pyrrolidone)			CIIIA	55 gal	Liquid	Storage
N-Butyl Alcohol			FIC	55 gal	Liquid	Storage
Hazardous Waste Room 427 - MAA/SAA						
Solvent Waste and Isopar E			F1B	495 gal	Liquid	Storage
Multi Platform Capsules in Plastic Bottles			F1B	55 gal	Liquid	Storage
Solid Lab Debris				180 lb/55 gal	Solid	Storage
Control Area No.2						
Converting						
Flammable Solid Waste - Solid Lab Debris				180 lb/55 gal	Solid	Storage
Ink Cartridges			F1B	3.13 gal	Liquid	Safety Cabinet
Bar Code Makeup			F1B	5.3 gal	Liquid	Safety Cabinet
Acetone			F1B	0.66 gal	Liquid	Safety Cabinet
IPA			F1B	1.45 gal	Liquid	Safety Cabinet
MEK			F1B	0.75 gal	Liquid	Safety Cabinet
WL-200 Wash			F1B	1.9 gal	Liquid	Safety Cabinet
Miscellaneous Flammable Liquids			F1B	10 gal	Liquid	Safety Cabinet
Advanced Inspection						
Isopropanol Squirt Bottles			F1B	0.5 gal	Liquid	Open System
Clean Testing Area						
Flammable Waste - Hydranal Waste			F1B	5 gal	Liquid	Storage
Hydranal			F1B	.264 gal	Liquid	Storage
Control Area No. 3						
Coater Room						
Flammable Liquid			F1B	1 gal	Liquid	Closed System
Flammable Liquid			F1B	21 gal	Liquid	Closed System
Flammable Liquid			F1B	21 gal	Liquid	Closed System
Flammable Liquid			F1B	0.5 gal	Liquid	Closed System
Flammable Waste - Solvent Waste and Isopar E			F1B	55 gal	Liquid	Storage
Flammable Solid Waste - Solid Lab Debris				180 lb/55 gal	Solid	Storage
Laboratory						
Acetone			F1B	3 gal	Liquid	Safety Cabinet
MEK			F1B	1 gal	Liquid	Safety Cabinet
Ethyl Acetate			F1B	0.64 gal	Liquid	Safety Cabinet
Isopar E			F1B	0.64 gal	Liquid	Safety Cabinet
IPA			F1B	1 gal	Liquid	Safety Cabinet
Miscellaneous Flammable Liquids			F1B	16gal	Liquid	Safety Cabinet
Mix Room 113						
IPA			F1B	55 gal	Liquid	Storage
Acetone			F1B	55 gal	Liquid	Storage
1-Methyl-2-Pyrrolidinone			CIIIA	110 gal	Liquid	Storage
N-Butyl Alcohol			FIC	55 gal	Liquid	Storage
Batch/Serve Tanks			F1B	1500 gal	Liquid	Closed System
Batch Tank			F1B	500 gal	Liquid	Open System
Serve Tank			F1B	300 gal	Liquid	Closed System
"Lunar" Tank			F1B	200 gal	Liquid	Closed System
Batch Tank			F1B	150 gal	Liquid	Open System
Batch Tank			F1B	60 gal	Liquid	Open System
Serve Tank			F1B	150 gal	Liquid	Closed System
Serve Tank			F1B	75 gal	Liquid	Closed System
Fill & Seal Tank			F1B	15 gal	Liquid	Closed System
Fill & Seal Tank			F1B	60 gal	Liquid	Closed System
Fill & Seal Tank			F1B	275 gal	Liquid	Closed System
IP Fill & Seal Tank			F1B	20 gal	Liquid	Closed System

PRODUCT NAME	FLASH POINT (Fahrenheit)	BOILING POINT (Fahrenheit)	CLASS	QUANTITY Gal / Lbs	LIQUID, SOLID or	MANNER OF STORAGE
Flammable Solid Waste - Solid Lab Debris				180 lb/55 gal	Solid	Storage
Solvent Waste and Isopar E			F1B	55 gal	Liquid	Storage
Control Area No.4						
Manufacturing Room						
IPA			F1B	0.264 gal	Liquid	Safety Cabinet
Solid Lab Debris				180 lb/55 gal	Solid	Storage
Flammable Liquid in Piping Feed			F1B	<2 gal	Liquid	Closed System
White Pigment Processing Room						
Spray Dryer			F1B	130 gal	Liquid	Closed System
In Line Sonication			F1B	48 gal	Liquid	Closed System
IP Room						
IPA			F1B	55 gal	Liquid	Closed System
Isopar E			F1B	165 gal	Liquid	Closed System
Pigment/PIB/Solsperse Isopar E Solution			F1B	175 gal	Liquid	Closed System
IP Bulk Tanks (2)			F1B	360 gal	Liquid	Closed System
IP Charge Pots (6)			F1B	150 gal	Liquid	Closed System
Bulk Tank C			F1B	75 gal	Liquid	Closed System
Ross Mixer			F1B	50 gal	Liquid	Closed System
Hazardous waste tank			F1B	550 gal	Liquid	Closed System
IPA squirt bottles			F1B	.264 gal	Liquid	Open System
Isopar E squirt bottles			F1B	.264 gal	Liquid	Open System
Flammable Solid Waste - Solid Lab Debris				180 lb/55 gal	Solid	Storage
Solvent Waste and Isopar E			F1B	55 gal	Liquid	Storage
Waste Treatment						
Sodium Hydroxide 50%			COR	40 gal	Liquid	Closed System
Sulfuric Acid 50%			COR	40 gal	Liquid	Closed System
Solvent Closet						
(3) 55 Gallon Drums			F1B	165 gal	Liquid	Closed System

E Ink
 7 Gaylord Street
 South Hadley, MA

Hazardous Chemical List
 Proposed Compliance Option

First and Second Floors
 Overall Building Areas

CONTROL AREA EXEMPT AMOUNTS - HEALTH HAZARDS					H-2 USE GROUP					CONTROL AREAS				
MATERIAL	USE	TABLE 307.1(2) GAL/LBS	WITH SPRINKLER INCREASE GAL/LBS	IN APPROVED CABINETS GAL/LBS	FLAMMABLE STORAGE Room 426	FLAMMABLE WASTE Room 427	I-P ROOM Room 110	MIX ROOM Room 113	SOLVENT CLOSET Room 114	CONTROL AREA No. 1	CONTROL AREA No. 2	CONTROL AREA No. 3	CONTROL AREA No. 4	TOTALS
CORROSIVE	STORAGE	500 gal	1000 gal	2000 gal						1 gal				1 gal
CORROSIVE	CLOSED	500 gal	1000 gal										80 gal	80 gal
CORROSIVE	OPEN	100 gal	200 gal											
HIGH TOXIC	STORAGE	10 lb	20 lb	40 lb										
HIGH TOXIC	CLOSED	10 lb	20 lb											
HIGH TOXIC	OPEN	3 lb	6 lb											
TOXIC	STORAGE	50 gal	100 gal	200 gal						0.25 gal				0.25 gal
TOXIC	CLOSED	50 gal	100 gal											
TOXIC	OPEN	12.5 gal	25 gal											
TOTAL CORROSIVE										1 gal			80 gal	81 gal
TOTAL HIGHLY TOXIC														
TOTAL TOXIC										0.25 gal				0.25 gal



Table 1

Standard	Description
780 CMR	9th Edition, Massachusetts State Building Code, based on the 2015 International Building Code (IBC) with MA amendments
527 CMR 1.00	Massachusetts Comprehensive Fire Safety Code, based on NFPA 1 Fire Code, 2015 Edition with MA amendments
248 CMR	Massachusetts Fuel Gas and Plumbing Code, 2016 Edition
524 CMR	Board of Elevator Regulations, based on ASME A17.1, Safety Code for Elevators and Escalators, 2013 Edition with MA Amendments
NFPA 221	Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls
NFPA 13	Standard for Installation of Sprinkler Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 72	National Fire Alarm and Signaling Code
NFPA 68	Standard on Explosion Protection by Deflagration Venting
NFPA 69	Standard on Explosion Prevention Systems
NFPA 86	Standards for Ovens and Furnaces
NFPA 652	Standard on the Fundamentals of Combustible Dust

E Ink Land License

Jason Houle <jhoule@shdistrict1.org>
To: Lisa Wong <lwong@southhadleyma.gov>, Kristin Maher <kmaher@southhadleyma.gov>
Cc: Robert Authier <chiefauthier@shdistrict1.org>

Thu, Feb 16, 2023 at 7:49 AM

Hi Lisa, Kristin,

The Fire Department has reviewed E Inks site and building plans for their proposed expansion. This includes their storage of flammable and combustible liquids.

The plans were sent out for third party review and a report was submitted to us. In addition to the third party review, the engineering department from the State Fire Marshals Office assisted us with our review. E Ink has complied with every request we made to ensure that the facility is as safe as possible. This includes upgrades to certain areas that will exceed the minimum requirements of the Fire Code, and applicable NFPA standards.

The application to the town is for a Land License. The Fire Department will issue an annual Flammable & Combustible Liquid Storage Permit.

I have no objection or concerns with E Inks application.

Please let me know if there are any questions?

Thank you,

Capt. Jason Houle
Fire Prevention Officer (FPO-2)
Fire District 1
[144 Newton Street](#)
[South Hadley, MA 01075](#)
(413)533-7112
Cell (413)784-3614
jhoule@shdistrict1.org

Board/Committee	Total Number of Members	Number of Current Vacancies
<u>Appropriations Committee</u>	9	1
<u>Bike/Walk Committee</u>	9	2
<u>Bylaw Review Committee</u>	7	1
<u>Canal Park Committee</u>	7	7
<u>Capital Planning Committee</u>	9	1
<u>Commission on Disabilities</u>	4	1
<u>Conservation Commission</u>	7 Reg, 2 Assoc.	1 Assoc.
<u>Council on Aging Board</u>	11	2
<u>Cultural Council</u>	11 Reg, 1 Assoc.	1 Reg., 1 Assoc.
<u>Historical Commission</u>	7	2
<u>Historic District Study Committee</u>	7	1
Human Rights Commission	9	
<u>Master Plan Implementation Committee</u>	9	0
<u>Recreation Commission</u>	9	1
<u>Sustainability & Energy Commission</u>	5	0
<u>Tree Committee</u>	7	0
<u>Trustees of the Old Firehouse Museum</u>	9	1
<u>Zoning Board of Appeals</u>	3 Reg, 2 Assoc.	1 Assoc.

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

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

Wed, Jan 25, 2023 at 11:10 AM

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

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

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

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

Choose up to TWO From the Following Bike/Walk Committee, Council on Aging

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

Bike/Walk
COA someday when an opening arises?

Please give any details regarding your interest in this appointment.

My partner and I would like to join the bike/walk committee as a way of getting involved in town. We recently purchased a home on Bardwell st and enjoy walking the neighborhood.
I am an RN with specialization in older adults and palliative hospice care and public health.

Please Provide the Following Information

Name Sheila Pennell

Email [REDACTED]

Address1 [84 Bardwell St](#)

Address2 *Field not completed.*

City South Hadley

State MA

Zip 01075

Primary Phone [REDACTED]

Alternate Phone *Field not completed.*

Cell Phone: *Field not completed.*

General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	I am a Clinical Assistant Professor at UMass Amherst with an earned PhD, as well as a licensed Registered Nurse in Massachusetts.
Please list any additional information you think may be helpful in reviewing your application.	I am teaching in our Community nursing course this semester and want to practice what I preach by being more involved in my own community. My partner and I walk with a goal of 3 miles daily around town, and are enthusiastic to explore new routes and connect with others interested in the infrastructure that supports humans and healthy habits like walking and biking.
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Leslie Hennessy from the Senior Center encouraged me to also check the box for COA when I mentioned I was considering applying for the bike/walk committee. My partner found the call for the bike/walk committee on the town website (Patrick Tracey).
Upload a Letter of Interest	<i>Field not completed.</i>

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

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

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

Wed, Jan 25, 2023 at 3:09 PM

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

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

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

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

Choose up to TWO From the Following Bike/Walk Committee, Other

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

Please give any details regarding your interest in this appointment.

1) walk/Bike-As an avid walker and new to the community, I'd like to get involved with improving pedestrian safety and access.

2) Tree Committee- I'm a licensed arborist in CT with nearly 20 years of tree industry experience.

Please Provide the Following Information

Name Patrick Tracey

Email [REDACTED]

Address1 84 Bardwell St

Address2 Field not completed.

City South Hadley

State MA

Zip 01075

Primary Phone [REDACTED]

Alternate Phone Field not completed.

Cell Phone: Field not completed.

General Questions

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

Are you a Town Meeting Member? No

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

Do you now or have you previously served in town government? No

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) I work for Eversource Energy in Connecticut as an Arborist in the Transmission Department. I work with different stakeholder groups in CT including land trusts, Towns, State entities, linear/hiking trail groups, and individual landowners. I have direct involvement with coordinating electric reliability work with contractors and performing restoration work to areas impacted by our operations. I hold a BS in Forestry from UMass-Amherst and CT Licensed Arborist for over a decade. My work is primarily in the field and involves a lot of walking/hiking—hence the interest in the committee.

Please list any additional information you think may be helpful in reviewing your application. *Field not completed.*

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

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

Upload a Letter of Interest *Field not completed.*

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

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

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

Fri, Jan 27, 2023 at 10:52 AM

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

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

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

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

Choose up to TWO From the Following Historical Commission, Historic District Study Committee

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

Historical Commission
Historic District Study Committee

Please give any details regarding your interest in this appointment.

As the co author of the last HDSC report to the state, I am now a resident in town and I believe I can provide additional support to this ongoing effort. Additionally, I am the admin for the Facebook site South Hadley & Granby Historical Tidbits Group that I started 2 years ago. I made presentations to the old commission years ago and hopefully I can provide support here also.

Please Provide the Following Information

Name	Leo Labonte
Email	[REDACTED]
Address1	40 North Main apt 2
Address2	Field not completed.
City	South Hadley Falls
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.
Cell Phone:	Field not completed.

General Questions

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

Are you a Town Meeting Member? No

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

Do you now or have you previously served in town government? No

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) I am Greyhawk Associates, a research company that has been providing services to the computer and retail industry for 30 + years. I co-wrote the HDSC report with Frank Detoma and created and administer the Facebook site South Hadley & Granby Historic Tidbits Group.

Please list any additional information you think may be helpful in reviewing your application. I have produced multiple presentations for the Cultural Council with one outstanding for this spring. I am the representative for the town at the Pioneer Valley Historic Network. Also produced presentations for their events.

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

If you indicated another resident or other above, please provide the resident's name or provide additional details. Frank Detoma, Tony Judge, Pauline Casey were participants in the creation of the HDSC report.

Upload a Letter of Interest [1-27 application ltr.docx](#)

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

1/27/2023

Greyhawk Associates

40 North Main Street Apt #2

South Hadley, Ma. 01075

Leo Labonte

[REDACTED]

[REDACTED]

Dear Sir/Madam

I have completed your form for the application to be reviewed for the positions in the Historic Commission and the Historic District Study Committee. I have been an ad hoc committee consultant to both for years. I am now finally a resident after 50+ years. Per my statements on the application, I believe I can contribute to both committees. I have decades of research experience in the computer and retail environments. I am the administrator for the South Hadley & Granby Historical Tidbits Group on Facebook and the representative for the Pioneer Valley Historic Network. I have experience with working with multiple state agencies relative to historical content. I have produced multiple presentations some thru the Cultural Council Grant process and have one in the works for the springtime. I co-authored the final report to the Massachusetts Historical Commission with Frank Detoma and Tony Judge. This report was accepted in place. I have met with and presented to the Historical Commission my plans to support the commission while I continue to produce an updated historical reference for the history of the town. Last years presentation " 300 years of farming" was an excerpt from the ongoing project.

Respectively,

Leo Labonte

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

noreply@civicplus.com <noreply@civicplus.com>
To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

Fri, Oct 21, 2022 at 6:40 AM

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

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

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

Choose up to TWO From the Other
Following

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

Please give any details regarding your interest in this appointment. I would like to become a member to bring an outsiders point of views to the table.

Please Provide the Following Information

Name	Brendan Bartlett
Email	[REDACTED]m
Address1	Field not completed.
Address2	Field not completed.
City	Field not completed.
State	Field not completed.
Zip	Field not completed.
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.
Cell Phone:	Field not completed.

General Questions

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

Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	N/A
Please list any additional information you think may be helpful in reviewing your application.	N/A
How did you learn of the vacancy you are applying for?	Other
If you indicated another resident or other above, please provide the resident's name or provide additional details.	<i>Field not completed.</i>
Upload a Letter of Interest	<i>Field not completed.</i>

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

Public Hearing on Solid Waste and Recycling

The background is a solid teal color. It features several decorative elements: a large, faint circular graphic with a smaller circle inside, resembling a target or a stylized 'O'; several smaller, semi-transparent circular shapes scattered across the right side; and a bar chart in the bottom right corner with four vertical bars of increasing height from left to right.

February 21, 2023

South Hadley Selectboard

SOLID WASTE MANAGEMENT HIERARCHY AND REUSE

Most governments and organizations working to handle solid waste develop solid waste management plans which include waste management hierarchies. These hierarchies vary by organization, but all rank waste management approaches from the most to the least environmentally preferred. A generalized hierarchy categorizes reduction as the most preferred, followed by reuse, recycle, incineration, and finally landfill.



Figure 1: EPA's Solid Waste Management Hierarchy (US EPA 2020, April 28)

Recycling has been one of the most popular approaches because it promotes a circular or closed-loop economy, where materials are repurposed and remanufactured into new items at the end of their lifetime, reducing the need for raw or virgin material extraction and landfill capacity, and getting more use out of the material.



Figure 2: Transition from linear to circular economy (Temarry Recycling 2019)

Solid Waste & Recycling Trends

Local incinerators have closed and there is a longer haul to dispose of trash

Community Eco Power Pittsfield Plant



Community Eco Power's Pittsfield Plant is located on 5.8 acres in Pittsfield MA. Operating since 1981, our facility processes 240 tons/day of solid waste generated by residential and commercial operations in the Berkshire County.

Our product is steam. Annually, the facility produces over 450 million pounds of steam, as well as 3.5 million kilowatt hours of electricity used to power facility operations. The facility sells steam to Crane & Company and has offset the use of 16,000 gallons of oil/day and counting.

Pittsfield Plant

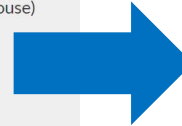
500 Hubbard Ave.
Pittsfield, MA 01201

Energy Generation:

- Steam: 34,000 lbs/hr
- Electricity: 861 kW (in-house)

Waste Processing:

- 240 tons per day



Transfer Station

Community Eco Power Springfield Plant



Community Eco Power's Springfield Plant is located on 5.3 acres in Agawam MA. Operating since 1988, our facility combusts 408 tons/day of solid waste. We serve communities in Western Massachusetts and Connecticut. In addition to the three incineration units, the facility has an attached 500 tons/day transfer station.

This WtE facility was one of the first in the United States to successfully co-combust wastewater treatment plant sludge and fats, oil, and grease.

Springfield Plant

188 M Street
Agawam, MA 01001

Energy Generation:

- Electricity: Up to 9.4 MW

Waste Processing:

- 408 tons per day



Transfer Station

Solid Waste & Recycling Trends

MassDEP has a 2030 Solid Waste Master Plan:

www.mass.gov/guides/solid-waste-master-plan

- The state disposes of 5.5million tons of trash per year (1 ton per person)
- The State has new waste bans in place - like mattresses, textiles on 11/1/22
- Goal to reduce disposal by 30%, or 1.7 million tons annually by 2030
- Food waste is 20% of solid waste. Goal to divert 500k tons by 2030
- 2030 goal would reduce 1.7 million metric tons CO2 (equal to 370k vehicles)
- The reuse economy is a \$7.3 billion industry in Massachusetts with more than 6,000 businesses
- Increased emphasis on reduce & reuse

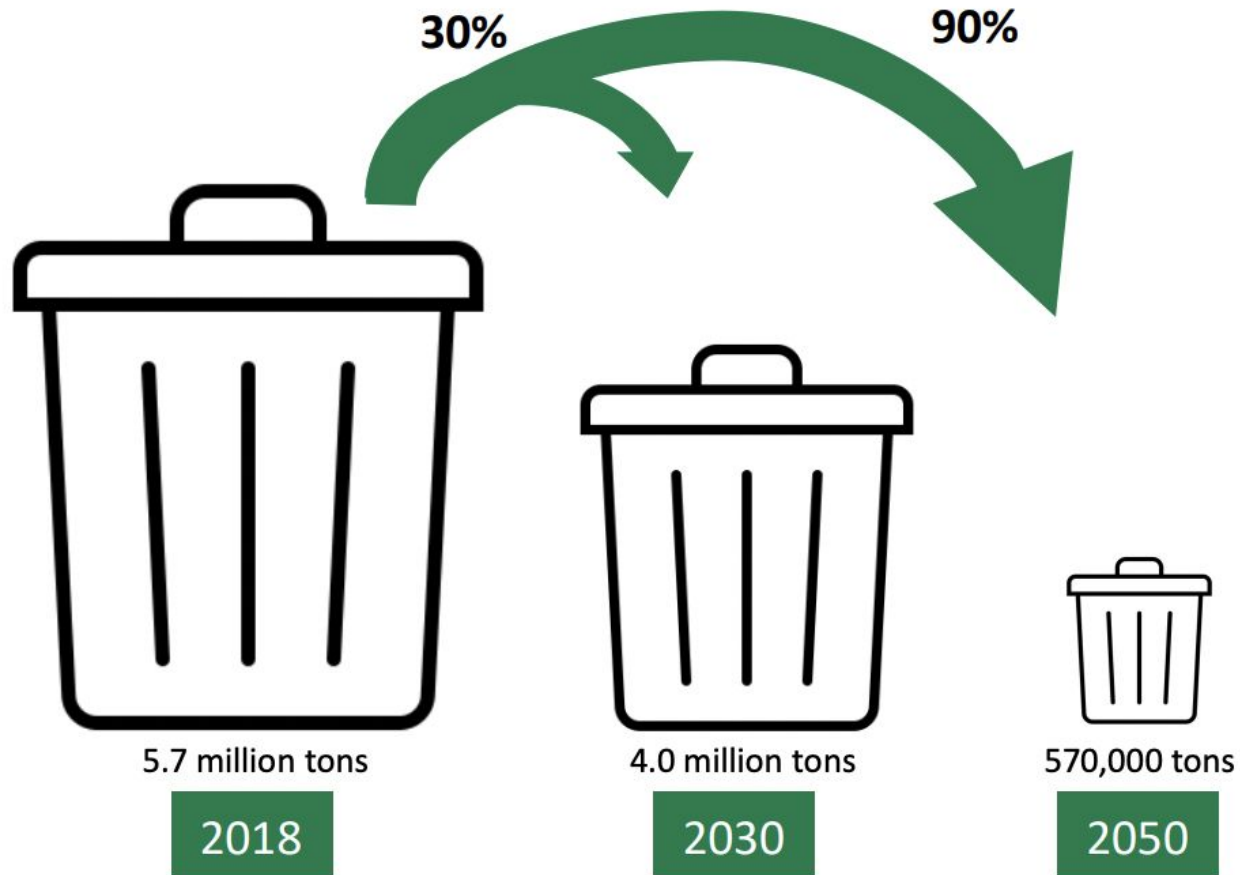


Figure 1. Massachusetts Waste Reduction Goals established in the 2030 Solid Waste Master Plan

It's not WASTE until it's WASTED!

Up to 90% of our trash could be reused, recycled or composted.

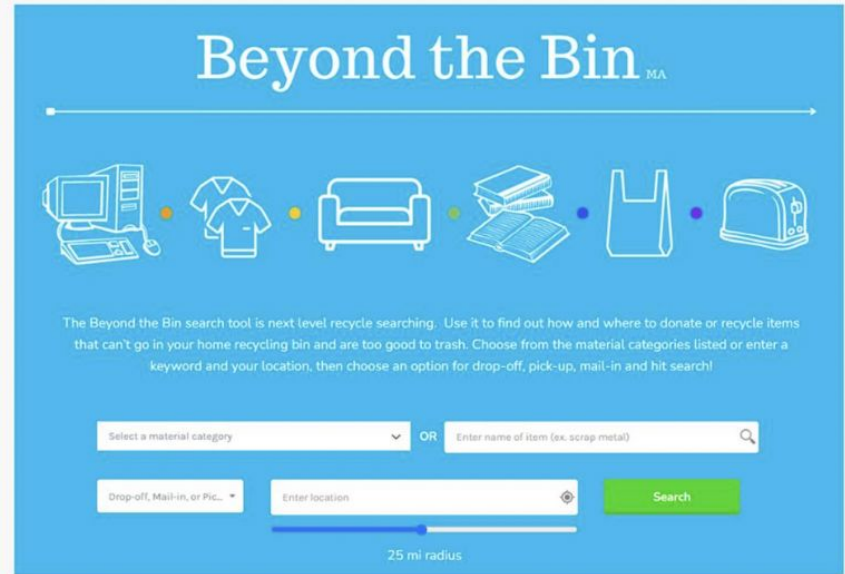


Let's REUSE, RECYCLE, and COMPOST our resources.

Graphic courtesy of Lynne Pledger.



RecycleSmartMA.org



RecycleSmartMA.org/
beyond-the-bin-search/

South Hadley Waste/Recycling Scope of Work

- 153 municipalities (nearly 30 percent of the state's population) like South Hadley have implemented Pay- as-You-Throw (PAYT) programs.
- The Town of South Hadley is a residential community with approximately 6,700 1-4 family units, Four (4) Schools, Seven (7) Municipal Buildings and One (1) Municipal Park. The Town has an area of eighteen square miles and about one hundred miles of road.
- The best available estimate of annual weight of materials collected from the residential and municipal buildings is a three year (3) average of 2,599 tons of regular municipal solid waste, 872 tons of paper/cardboard, 565 tons of co-mingled cans and bottles, 250 tons of yard waste.
- Business, some large housing complexes are excluded (must have private hauler)

Current contract

- Contract period is 7/1/20 - 6/30/23
- There are two 1 year options for contract extension (4% increase)
- Contract Bid awarded to Republic. Exempt from procurement.
- Contractor provides all labor, equipment, collection and transportation for curbside collection of solid waste and recyclables
- The Town is invoiced per ton by Republic for each ton collected based on a rate sheet in the contract.

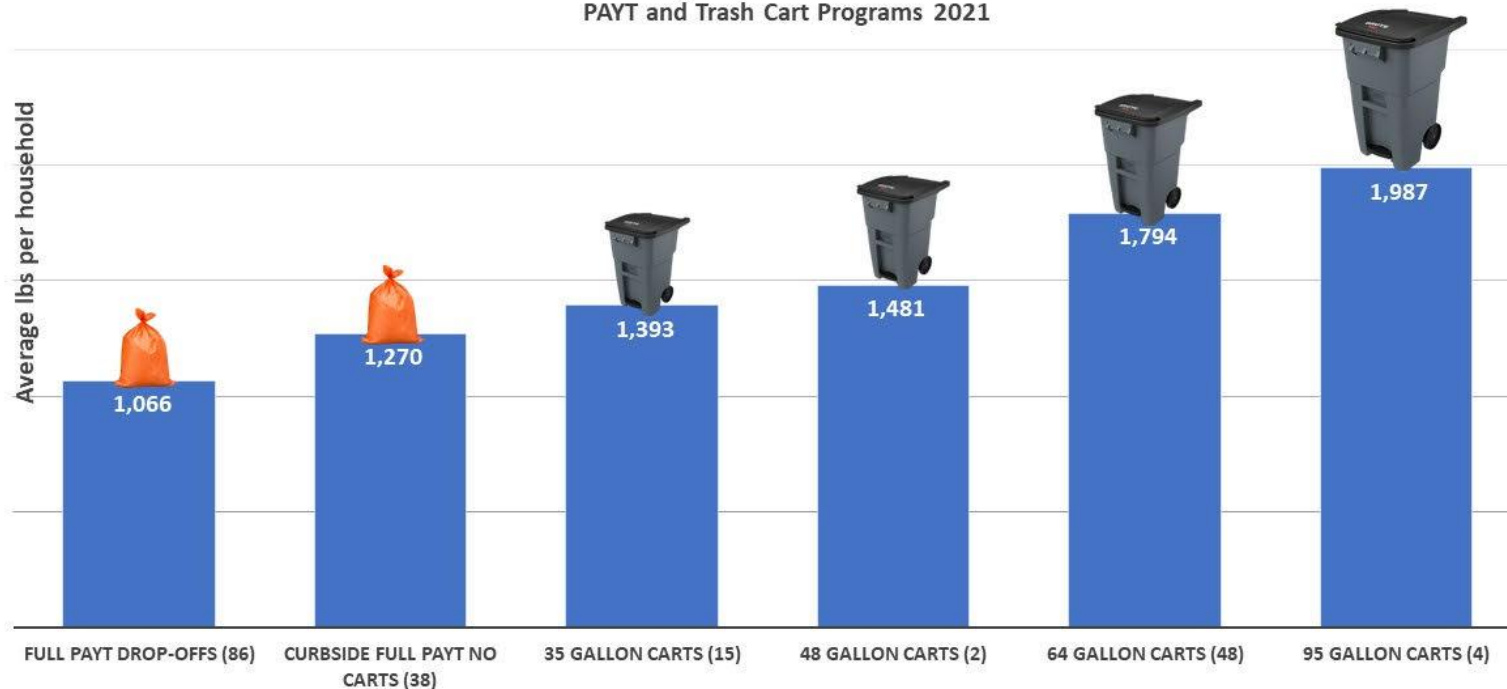
Current Services

- Every other week curbside collection, transportation, and disposal of Municipal Solid Waste
- Every other week curbside collection and transportation of dual stream Recyclable Materials
- Furnishing, collection, transportation, and disposal via dumpsters and/or toters of Municipal Solid Waste and Recyclables from Municipal Facilities
- Two (2) spring (usually April) to Three (3) (usually October to December) fall curbside collections and delivery of Yard Waste to the Town Compost Area
- Residents can contact Republic directly to arrange collection of solid waste in the Town's Pay As You Throw (PAYT) bags at a rate specified by the Contract (200/year) for every other week (26 weeks)

Size Matters!

Trash Program Incentives Reduce Costs

Per Household Trash Disposed in
PAYT and Trash Cart Programs 2021



*Number in parenthesis indicates # of municipalities that reported trash tonnage
Source: 2021 MassDEP Municipal Solid Waste and Recycling Surveys.

Considerations

- South Hadley produces less trash than the state average with the current program.

South Hadley: Trash (municipal trash + bulky waste)/HH = less than 900 lbs per Household
(State average is 1270 lbs/HH)

- Changing the program may results in more trash and more costs to the town.

Current Cost = collection + disposal + staff + expenses

Collection = \$650,000

Disposal = \$410,000

Operation Staff = \$93,000

Supplies, Equipment, Utilities = \$178,000

Indirects (benefits, etc) = \$141,000

Total FY 23 Operation ~\$1.47m

Current Revenue = fee + green bags

\$125 fee x 6400 homes = \$800,000

Green bags = \$550,000

Investment Income = \$30,000

Miscellaneous = \$35,000

Retained Earnings = \$50,000

Total FY23 Revenue = ~\$1.47m

Green Bags (current)

Bi-Weekly trash

Bi-Weekly Recycle
Collection = \$689k

Disposal = \$434k

Carts = \$0 (no carts, so
no cost)

Totes

Weekly trash

Bi-Weekly Recycle
Collection = \$1.285m

Disposal = more than
\$434k

Carts = \$925,056 to
\$1,315,974

Considerations to determine cost to households

- A. If add totes, Lease or buy
- B. If add totes, What sizes
- C. Frequency of collection
- D. Keep or eliminate Pay as You Throw
- E. Will disposal fees go up because more trash is produced
- F. Cleanliness
- G. Staff capacity

Options:

- A. Keep current system - extend Contract for 1 year
- B. Change contract - determine scope and go out to bid
- C. Both - extend contract and have more time to determine changes when the Town needs to go out to bid in either 1 or 2 years.



OD-76

1 Day Alcohol License

Status: Active

Date Created: Feb 10, 2023

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

03/03/2023

Name or Organization Hosting Event

Dean of Faculty

Provide a Detailed Description of What The Event Is

Reception

Street Address of Where The Event is Held

Williston Library, Stimson Room, 50 College St, South Hadley, MA 01075

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

2pm-9pm

To: Selectboard
 From: Town Administrator Lisa Wong
 Re: Opioid Settlements
 Date: February 21, 2023

The Town of South Hadley has already elected into settlements with various distributors (\$582,382.09) and J&J (\$129,263). Since funds were received in this fiscal year, the funds can only be spent AFTER it has been accounted for as free cash this fall and then appropriated at a future town meeting (earliest is May 2024, or before if there is a special town meeting). Legislation to allow for these funds to be accounted for in a special stabilization fund is pending - that allows funds to accumulate and be used. Payments received and to be received are outlined below. Eligible uses: www.mass.gov/doc/massachusetts-abatement-terms/download.

South Hadley Distributor	Payment Year 1	\$24,024.52	7/15/2022
South Hadley Distributor	Payment Year 2	\$25,248.60	9/30/2022
	Payment 3	\$25,248.60	7/15/23
	Payments 4-7	\$31,602.20	7/15/24 - 27
	Payments 8-10	\$37,167.90	7/15/28 - 30
	Payments 11-18	\$31,243.45	7/15/31 - 38
South Hadley Janssen	Payment Year 1	\$8,552.88	11/2/2022
South Hadley Janssen	Payment Year 2	\$19,954.05	11/2/2022
South Hadley Janssen	Payment Year 3	\$15,970.78	11/2/2022
South Hadley Janssen	Payment Year 4	\$24,522.51	11/2/2022
South Hadley Janssen	Payment Year 5	\$27,180.60	11/2/2022
		\$4,851.00	2026 - 2028
		\$6,176.00	2029 - 2031

The Attorney General’s Office has reached opioid settlements with Teva (\$108,524.93), Allergan (\$64,653.99), Walgreens (\$156,099.27), Walmart (\$81,292.06) and CVS (\$143,553.38). On February 9, 2023, Rubris, the National Opioid Settlement Implementation Administrator, emailed municipalities a package of information and materials. Municipalities must complete and return participation forms for each of the settlements on or before April 18, 2023 to receive abatement funds from these settlements. A municipality must fill out these forms even if it has already agreed to participate in settlements with Johnson & Johnson and Cardinal, AmerisourceBergen and McKesson (distributors). The following are the maximum settlement amounts for each:

South Hadley Walgreens	Payment Year 1	\$12,044.32	
	Payment Years 2-7	\$7,950.06	12/2/23; 3/31/25 - 29
	Payment Years 8-15	\$12,044.32	3/31/30 - 36; 12/31/36
South Hadley CVS	Payment Year 1	\$10,265.96	6/30/23
	Payment Year 2	\$8,184.54	6/30/24
	Payment Years 3-6	\$16,356.11	6/30/25 - 28
	Payment Year 7	\$15,538.96	6/30/29
	Payment Years 8-10	\$14,708.83	6/30/30 - 32
South Hadley Allergen	Payment Years 1-7	\$9,236.28	starts ~ 7/1/23
South Hadley TEVA	Payment Years 1-13	\$8,348.07	starts ~ 7/1/23
South Hadley Walmart	Payment Years 1-6	vary	starts ~ 7/1/23

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

SOUTH HADLEY TOWN, MA
Reference Number: CL-386261

TO MASSACHUSETTS POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Participation Deadline: April 18, 2023

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because Massachusetts is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

This electronic envelope contains *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether Massachusetts earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly receive the settlement funds, even if the state and other participating subdivisions are receiving settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Massachusetts. Please consult the Massachusetts State-Subdivision Agreement (available at

<https://www.mass.gov/doc/march-4-2022-ma-subdivision-agreement/download>) for information on how settlement funds will be allocated in Massachusetts. Charts reflecting the estimated, maximum annual distributions to participating subdivisions from the proposed settlements with Teva, Allergan, CVS, Walgreens, and Walmart are available here: <https://www.mass.gov/lists/municipal-abatement-payments>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel (if applicable), the Office of Massachusetts Attorney General Andrea Joy Campbell, and other contacts within the state. Massachusetts is implementing and allocating funds for these new settlements in the same manner as it did for prior opioid settlements with McKesson, Cardinal, Amerisource, and Johnson & Johnson/Janssen.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created. Additional information about the *New National Opioid Settlements*, including how the funds will be allocated within Massachusetts, can be found on the website of the Office of Massachusetts Attorney General Andrea Joy Campbell at <https://www.mass.gov/info-details/frequently-asked-questions-about-the-ags-statewide-opioid-settlements>.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line: Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of Massachusetts Attorney General Andrea Joy Campbell at MAOpioidSettlements@mass.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: SOUTH HADLEY TOWN	State: MA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



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

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

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

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



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

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: SOUTH HADLEY TOWN	State: MA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



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

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

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

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: SOUTH HADLEY TOWN	State: MA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: SOUTH HADLEY TOWN	State: MA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: SOUTH HADLEY TOWN	State: MA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



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

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

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

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



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

Signature: _____

Name: _____

Title: _____

Date: _____



To: Selectboard
From: Town Administrator Lisa Wong
Re: Town Accountant Reappointment
Date: February 21, 2023

The Town Accountant - William Sutton's most recent 5 year term ends January 2023. He is doing an excellent job and the Town is lucky to have him.

According to the Acts of 2012 Chapter 458: The selectboard shall approve the appointment of department heads as provided in paragraph (1) of subsection (B) of section 4.

(B) Powers of Appointment. (1) Subject to the approval of the selectboard, the town administrator shall appoint and may remove the police chief, superintendent of public works and town accountant.

Motion: Move to appoint William Sutton as the Town Account for a five year term starting January 1, 2023.

**EMPLOYMENT CONTRACT
BETWEEN LISA WONG
AND THE TOWN OF SOUTH HADLEY**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is made and entered into this July 27, 2021, by and between the Town of South Hadley, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Selectboard, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Lisa Wong, hereafter called "Town Administrator."

WITNESSETH:

1. **WHEREAS**, the Employer desires to employ the service of Lisa Wong as Town Administrator for the Town of South Hadley, as provided by the South Hadley Town Charter or the authority granted to the Selectboard therein; and

2. **WHEREAS**, it is the desire of the Employer to describe and define the duties, subject to the Town bylaws, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Town Administrator pursuant to Chapter 41, Section 108N of the Massachusetts General Laws; and

3. **WHEREAS**, the Town Administrator represents that she is qualified and capable of performing the duties and responsibilities of said position, which shall include but not be limited to those specified in the Town Administrator Job Description adopted and reviewed by the Selectboard on (see Addendum A) as shown on the job description, subject to the Town bylaws, which shall be incorporated by reference herein; and

4. **WHEREAS**, the Town Administrator desires to accept full time employment as Town Administrator of said Town and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Town Administrator shall perform the duties described in the Job Description and Town bylaws, as well as all duties and responsibilities assigned by the Selectboard.

Section 2. Term

The term of this Agreement shall be from October 31, 2021 through June 30, 2024, unless sooner terminated in accordance with the provisions hereof. The Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement. The starting date of this Agreement may be modified by mutual agreement of the Parties. The Employer shall notify the Town Administrator not less than twelve (12) months prior to the termination of this Agreement if they do not intend to renew or extend this Agreement. In the event that the Employer elects not to renew or extend this

Agreement and fails to provide notice thereof at least twelve (12) months prior to the termination of the Agreement, the Town Administrator shall receive severance pay as described in Section 4(E) of this Agreement. Said severance shall be payable at separation. It is expressly understood that a decision not to renew this Agreement shall not be construed as a termination that requires a hearing as set forth in Section 4B below.

Section 3. Salary

Subject to the terms and conditions of this Agreement, and while she is engaged as and performing the duties of the Town Administrator, the Employer agrees to pay the Town Administrator for her services rendered pursuant hereto an annual salary, as shown below:

- Effective October 31, 2021 – June 30, 2022 equal to \$156,000 annually
- Effective July 1, 2022 – Annual Salary - \$165,000
- Effective July 1, 2023 – Annual Salary - \$175,000

The Town Administrator recognizes and agrees that she will not be entitled to any salary increases or changes in benefits accorded to other town employees during the term of this agreement unless the Employer agrees to the same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of South Hadley except where otherwise specifically provided for in this agreement. The foregoing annual salary for the period of this Agreement shall not be subject to the budget appropriation for said salary.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Employee for good cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Employer retains the right to place the employee on such leave for any reason. Prior to imposing a suspension without pay, the Town Administrator shall be provided with notice of reason for such suspension and an opportunity to request a hearing with the Selectboard to consider whether cause exists to support said unpaid suspension.

B. Termination. The Town Administrator may be removed by the Selectboard for cause after a public hearing therewith. "Good cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

C. In the event Town Administrator voluntarily resigns her position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer two months' notice in advance unless the parties otherwise agree. In the event the Town Administrator voluntarily resigns, she shall not be eligible for severance benefits.

D. Nothing shall prevent the Employer from undertaking the termination of the Town Administrator at such time as the Town Administrator is under suspension, subject to the provisions of this Agreement.

E. If the Town Administrator is terminated by the Employer during the term of this Agreement, she shall be paid severance pay in the amount equivalent to four (4) months' wages. The acceptance by the Town Administrator of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity, or otherwise, that she may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

Section 5. Performance Based Evaluation

Annually no later than September 30th or within fifteen business days of the start of this contract (October 31, 2021), the Selectboard and Town Administrator shall agree to, in writing signed by both parties, a Performance Based Evaluation ("PBE") for the Town Administrator in accordance with Part II, Section F of the Town's Personnel Policy Manual and current Town practices. Specifically, the PBE shall consist of a list of goals for the Town Administrator to meet which will be used for all employees subject to a PBE in that fiscal year. Such goals shall be divided into five (5) main categories. The categories shall be chosen by the Selectboard and the specific goals within the scope of each such category shall be negotiated between the Selectboard and Town Administrator. On June 15 each subsequent year of this Agreement's term, the Selectboard shall determine whether the Town Administrator shall receive an increase in her annual salary set forth in Section 3 above, not to exceed 1.5%. Whether the Town Administrator receives said increase and, if she does receive it, the amount thereof shall be based upon the extent to which she has met the foregoing goals, if at all. A composite report created by the Chair of the Selectboard will be made available to the public.

Once the Selectboard and Town Administrator sign the written PBE, said PBE shall become part of this Agreement and be attached hereto. In the event that changes are made to the either Part II, Section F of the Town's Personnel Policy Manual or the Town's practices related thereto, the Selectboard and Town Administrator shall reconvene to draft, negotiate, and execute a new Plan.

The PBE in terms of any employee's performance is not meant to be punitive or will be used as such. It is a tool to guide the Town Administrator and all employees in respect to the overall goals and directives of Selectboard and the Town of South Hadley in general.

Section 6. Hours of Work

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal workday. The Town Administrator agrees to do so as required. The Town Administrator shall be permitted to work remotely on a limited basis as part of her normal schedule. She shall advise the Selectboard Chair and Town Administrator office staff of her remote work schedule, if any. The Employer shall generally require the Town Administrator to be physically present at her office at Town Hall during the normal workday. It is recognized and understood that the Town Administrator must devote substantial time outside of normal business hours to the Town's business, and she shall be allowed to take reasonable time off in recognition of such additional time. It is acknowledged that the position is one of an Executive/ Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Section 7. Vacation, Holiday, Personal Leave, Sick Leave and Jury Duty

- A. Town Administrator shall be granted four (4) weeks (20 paid days) vacation leave upon hiring for the period of October 31, 2021 through June 30, 2022. She shall receive five (5) weeks (25 paid days) vacation leave on July 1st of each succeeding year of this Agreement.
- B. In the event of termination of this agreement, the Town Administrator shall be paid for all unused vacation leave. Beginning July 1, 2022, the Town Administrator may elect to be paid additional salary in lieu of up to five (5) vacation days upon notifying Selectboard by June 15 annually.
- C. The following shall be paid holidays for the Town Administrator: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, the day after Thanksgiving, Memorial Day, Juneteenth, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.
- D. The Town Administrator shall receive ten (10) paid sick days on October 31, 2021 and on July 1st of each succeeding year of this Agreement. Said sick days may be accumulated up to a maximum of sixty (60) days. The Town Administrator shall notify the Chair of the Selectboard when absent due to illness and maintain a record of all time

off taken due to illness. The Town Administrator shall not be compensated for unused sick leave upon termination or separation.

E. The Town Administrator shall be granted two (2) days personal leave, effective October 31, 2021, which may be used for the period of October 31, 2021 through June 30, 2022. She shall receive two (2) days personal leave on July 1st of each succeeding year of this Agreement. The Town Administrator may not carry over unused personal leave into a subsequent fiscal year. Said personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Town Administrator's immediate family, she shall be allowed days off as outlined in the South Hadley Personnel Policy Manual.

G. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation she received for such jury services, exclusive of any travel or other allowance; provided, however, she shall receive her full pay for her or her first three days of service for the Commonwealth of Massachusetts.

Section 8 Health and Life Insurance

The Town Administrator (which term in this context under this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life insurance and benefit plans are offered by or through the Town of South Hadley and the pension benefit plan through the Retirement Board on the same basis as other Town employees.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Town Administrator in connection with her performance of her duties as Town Administrator.

Section 10. Other Terms and Conditions of Employment

A. Other Work, The Town Administrator may engage in limited occasional teaching, writing, public speaking, consulting or work that does not interfere with her responsibilities to the Town, and which is permitted pursuant to G.L c. 268A and all other applicable laws, with the prior written approval of the Board pursuant to Article 4-1 of the Charter.

B. Reimbursement for Expenses, The Town Administrator shall be reimbursed for mileage for authorized business use of her private automobile, excluding commuting to and from work, at the established Town rate, including tolls and parking. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business including the purchase of a cell phone and laptop unless supplied by the Town. Subject to available funding, the Town Administrator will be reimbursed for any expenses incurred as an official representative of the Town including attendance by her at civic or social events.

B. Professional Dues and Activities, Educational courses, seminars and/or meetings are encouraged to maintain professional certifications and promote knowledge for the Town Administrator. The Town shall pay for membership in the Massachusetts Municipal Managers Association (MMMA) and the International City Managers Association (ICMA) and for expenses related to attendance at conferences sponsored by those organizations, subject to available funding. The Town Administrator shall notify the Selectboard if she will be out of the office for one (1) work day or longer for professional development activities.

C. The Town Administrator is an Exempt Official under the Town of South Hadley Personnel Bylaw, and as such, is not entitled to any other right or benefit under the Personnel Bylaw not specifically enumerated in this Agreement.

D. The Town Administrator shall be provided with a cell phone for conducting Town business. Since the Town Administrator's duties require that she be on duty and available 24 hours a day, 7 days each week, she shall be allowed personal use of the cell phone.

E. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Section shall survive the termination of this Agreement.

Section 11. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, First Class Mail, postage prepaid, addressed as follows:

1. Employer: Selectboard
116 Main Street, Room M20
South Hadley, Massachusetts 01075
2. Town Administrator: Lisa Wong

89 Cubes Drive
Brimfield, MA 01010

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.


C. This Agreement shall become effective commencing October 31, 2021, unless the Parties agree to a different date in writing.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the Town Administrator.

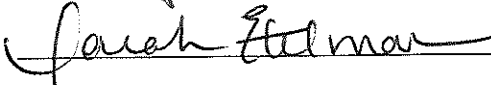
E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.


IN WITNESS WHEREOF, the Town of South Hadley, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Selectboard and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

Selectboard




Jeff Cyr, Chairman







Town Administrator



Lisa Wong

Town Counsel approved as to Form:

ATTY. AlexCastro July 29, 2021

CLIENT ADVISORY

TO: TOWN SOUTH HADLEY SELECTBOARD
FROM: MEAD, TALERMAN & COSTA, LLC
RE: OPEN MEETING LAW – REMOTE PARTICIPATION
DATE: FEBRUARY 13, 2023

This advisory provides an overview of remote participation and the Open Meeting Law, G. L. c. 30A, §§ 18-25. A regulation promulgated by the Attorney General, 940 CMR 29.10 (the “Regulation”), allows the remote participation of board members and only after the chief executive officer of the municipality has authorized its use.

As a threshold matter, the Regulation is clear that remote participation should be avoided whenever possible and should not be used as a way to undermine the purpose of the Open Meeting Law. When remote participation is the only means by which a board member can participate, the following shall apply:

Before any municipal board may utilize remote participation at its meetings, the Selectboard must, by a majority vote, authorize its use. The Regulation is clear that a vote to authorize remote participation applies to all future meetings of all municipal boards. The Regulation does not permit selective authorization. The Regulation also allows the Selectboard to revoke the use of remote participation at any time by a similar majority vote. Likewise, only the Selectboard may establish restrictions on the use of remote participation. For example, a zoning board cannot prohibit the use of remote participation for public hearings. The Selectboard must establish the restriction and the restriction is applicable to all municipal bodies.

A sample vote is as follows: I move that the Selectboard authorize remote participation pursuant to the requirements of G.L. c. 30A §18-26 and 940 CMR 29.10 for all future meetings of multi-member bodies in the Town of South Hadley. And further that the Selectboard Remote Participation Policy dated [REDACTED], 2023 is hereby adopted.

The following methods of remote participation are allowed under the Regulation: telephone, internet, satellite enabled or video conferencing, or “any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.” If video conferencing is used, the remote participant must be visible to all persons present at the meeting. The primary focus of the Regulation is to ensure that all participants of the meeting, both physical and remote, can be heard by all others.

The Regulation allows each individual municipal body to determine which approved method of remote participation it will utilize during its meetings. The chair or acting chair of the meeting is responsible for determining how to handle any technical difficulties interfering with the remote participant’s ability to hear and be heard. The chair is encouraged to suspend discussion at the meeting during any technical difficulties. In the event a remote participant is disconnected from the meeting, the chair or acting chair must note the time of the disconnection in the meeting minutes.

Once remote participation is authorized, a board member may participate remotely only if a quorum of the board is physically present at the meeting, including the chair or acting chair, and the remote participant's physical attendance is "unreasonably difficult." Remote participation will be permitted at the chair of the board or the acting chair's discretion. We suggest that the chair or acting chair note on the record that he or she has determined that it is "unreasonably difficult" for the remote participant to be physically present at the meeting and therefore has permitted the remote participation.

The following mandatory procedures must be followed any time a municipal board member wishes to attend a meeting remotely:

- (a) Any member who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or acting chair of his or her desire to do so and the reason for and facts supporting his or her request.
- (b) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes.
- (c) All votes taken during any meeting in which a member participates remotely shall be by roll call vote.
- (d) A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.
- (e) When feasible, the chair or acting chair shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, § 22.

Attached to this Memorandum is a quick reference guide on the remote participation Regulation. Should you or any of your municipal board members have any questions regarding the new Regulation, please do not hesitate to contact us.

OPEN MEETING LAW
940 CMR 29.10
Remote Participation

- The Selectboard may authorize the use of remote participation at all future meetings of all municipal boards. Remote participation may not be utilized unless and until it is authorized by the Selectboard. 940 CMR 29.10(2).
- Minimum Requirements for remote participation: [940 CMR 29.10(4)]
 - Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other;
 - A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location; and
 - Members of public bodies who participate remotely may vote and shall not be deemed absent.
- Remote participation is allowed only when a board member's physical attendance is "unreasonably difficult." [940 CMR 29.10(5)]
- The following methods of remote participation are allowed: [940 CMR 29.10(6)]
 - Telephone, internet, satellite enabled or video conferencing, or
 - Any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.

Each municipal board shall determine the method of remote participation permitted at its meetings.

- The following procedure must be followed when board members participate remotely:
 - Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.
 - At the start of the meeting, the chair shall announce the name of any member who will be participating remotely. This information shall also be recorded in the meeting minutes.
 - All votes taken during any meeting in which a member participates remotely shall be by roll call vote.
 - A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.
 - When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with the Open Meeting Law.

OPEN MEETING LAW

CHECKLIST FOR CHAIRS AND BOARD AND COMMITTEE MEMBERS

- Meeting Notice must be posted at least 48 hours prior to the meeting, excluding Saturdays, Sundays and legal holidays.
- In emergency situations, the 48 hour notice period may be waived however every effort should be made to update the Meeting Notice whenever possible.
- Notice must include the agenda for the meeting and any other matters that the Chair reasonably believes will be discussed at the meeting.
- Notice must be visible to the public “at all times.” This has been interpreted as meaning 24 hours a day, 7 days a week.
- The Chair must announce at the beginning of each meeting if the meeting is being tape recorded or video taped by either the Board/Committee or a member of the audience.
- All exhibits presented at the meeting are public records and they become part of the record for the hearing.
- Meeting minutes must reflect all actions taken by the Board/Committee.
- Meeting minutes must include a list of exhibits presented at the meeting.
- Executive Sessions may only be held in accordance with the exceptions found in the Law (see attached). The Chair must announce all subjects that may be revealed during the executive session and whether the Board/Commission will reconvene in public at the close of the executive session.
- Emails are likely to lead to deliberations outside of a public meeting. Emails should therefore be utilized only to distribute meeting materials and to convey logistical meeting information to the Board/Committee Members.

OPEN MEETING LAW

EXECUTIVE SESSION

A public body may meet in executive session only for the following purposes:

(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. The individual to be discussed in such executive session shall be notified in writing by the public body at least 48 hours prior to the proposed executive session; provided, however, that notification may be waived upon written agreement of the parties. A public body shall hold an open session if the individual involved requests that the session be open. If an executive session is held, such individual shall have the following rights:

- i. to be present at such executive session during deliberations which involve that individual;
- ii. to have counsel or a representative of his own choosing present and attending for the purpose of advising the individual and not for the purpose of active participation in the executive session;
- iii. to speak on his own behalf; and
- iv. to cause an independent record to be created of said executive session by audio-recording or transcription, at the individual's expense.

The rights of an individual set forth in this paragraph are in addition to the rights that he may have from any other source, including, but not limited to, rights under any laws or collective bargaining agreements and the exercise or non-exercise of the individual rights under this section shall not be construed as a waiver of any rights of the individual.

- (2) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel;
- (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;
- (4) To discuss the deployment of security personnel or devices, or strategies with respect thereto;
- (5) To investigate charges of criminal misconduct or to consider the filing of criminal complaints;
- (6) To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body;
- (7) To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements;
- (8) To consider or interview applicants for employment or appointment by a preliminary screening committee if the chair declares that an open meeting will have a detrimental effect in obtaining qualified applicants; provided, however, that this clause shall not apply to any meeting, including meetings of a preliminary screening committee, to consider and interview applicants who have passed a prior preliminary screening;

(9) To meet or confer with a mediator, as defined in section 23C of chapter 233, with respect to any litigation or decision on any public business within its jurisdiction involving another party, group or entity, provided that:

- i. any decision to participate in mediation shall be made in an open session and the parties, issues involved and purpose of the mediation shall be disclosed; and
- ii. no action shall be taken by any public body with respect to those issues which are the subject of the mediation without deliberation and approval for such action at an open session; or

(10) To discuss trade secrets or confidential, competitively-sensitive or other proprietary information provided in the course of activities conducted by a governmental body as an energy supplier under a license granted by the department of public utilities pursuant to section 1F of chapter 164, in the course of activities conducted as a municipal aggregator under section 134 of said chapter 164 or in the course of activities conducted by a cooperative consisting of governmental entities organized pursuant to section 136 of said chapter 164, when such governmental body, municipal aggregator or cooperative determines that such disclosure will adversely affect its ability to conduct business in relation to other entities making, selling or distributing electric power and energy.

To: Selectboard
From: Town Administrator Lisa Wong
Re: FY24 Budget
Date: February 21, 2023

Meeting dates:

- Appropriations will be meeting with the School Department on February 22 and the Town Administrator on March 14.
- Capital Planning Committee is meeting February 27, March 6/13/20/27 at various locations.
- Selectboard will review the draft budget on March 7 and vote on March 21.
- There is a joint meeting with the School Department tentatively scheduled for March 14.

Budget Process:

- The Town Administrator is doing a thorough review of the budget in preparation of a balanced budget proposal on March 7. With the short period of time between the release of the Governor's budget (expected March 1), the TA will point out any issues or variables still in play. For example the Insurance quote won't be received until at least April, after the Selectboard vote, but prior to Town Meeting.

February 13, 2023

I am writing to regretfully inform you of my resignation from the board.

When I volunteered I was hoping to become more involved with the senior center but this has not happened for me.

Without being involved I don't feel like I can be a responsible board member.

Thank you for all the work you are doing for the center and the town of South Hadley.

I do hope in the years to come I can be more involved but not at this time.

Sincerely,

Pamela Peck

Fwd: Fw: Resignation

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10.

----- Forwarded message -----

From: **Raghu Raghavan** <[REDACTED]>
Date: Tue, Feb 14, 2023 at 11:45 PM
Subject: Fw: Resignation
To: sgmeiner@southhadleyma.gov <sgmeiner@southhadleyma.gov>
Cc: [REDACTED]

Dear Sarah,

I used to represent Mount Holyoke College on the South Hadley SEC. I have since moved on from MHC. Please accept this email as my resignation from the SEC. Please let me know if you have any questions.

My apologies to all for the delay.

Thanks, Raghu

V.S. (Raghu) Raghavan
Associate Vice President - Facilities and Services & Chief Facilities Officer
New Mexico State University
Las Cruces, NM 88003
Office: 575-646-4745
[REDACTED]

Fwd: Fw: Resignation

When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10.

----- Forwarded message -----

From: **Sarah Gmeiner** <sgmeiner@southhadleyma.gov>

Date: Wed, Feb 15, 2023 at 8:40 AM

Subject: Re: Fw: Resignation

To: Jennifer DeForge [REDACTED]

Thank you for the resignation email, Jennifer. Thank you for serving the Town of South Hadley.

Sarah Gmeiner

Town Clerk

Pronouns: She, They

116 Main Street Room M11

South Hadley, MA 01075

Phone: (413) 538-5030 x6115



When writing or responding, please remember that the Secretary of State's Office has determined that email is a public record and is subject to requests under MGL c.66 §10.

On Wed, Feb 15, 2023 at 8:04 AM Jennifer DeForge <[REDACTED]> wrote:

Hello, I am also resigning at this time, due to relocating out of South Hadley. It was a please to sit on the board, thank you.

Jennifer DeForge

On Wed, Feb 15, 2023 at 7:13 AM Sarah Gmeiner <sgmeiner@southhadleyma.gov> wrote:

Hi Raghu,

Thank you for the letter of resignation and congrats on the new position.

Thank you,

[Quoted text hidden]

[Quoted text hidden]

*Do not print this email unless necessary

[Quoted text hidden]

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

Lisa Wong
Town Administrator

Town Administrator's Report to Selectboard February 21, 2023

Administration, Finance and Operations


- **Library Grant:** The Library will receive \$62,790 from the Massachusetts Cultural Council in an unrestricted operating support grant through the Cultural Sector Recovery Grants for Organizations program. The Trustees will discuss priorities for the funding.
- **MMA:** The MWRA Board of Directors met February 15 to approve transmittal of the Proposed FY24 CEB and preliminary water and sewer assessments to the Advisory Board. Assessments are based on the share of prior calendar year water use.
South Hadley Fire District #1: \$ 780,674 (-3.1%)


Community

- **SNAP:** The state has launched a new website — [Mass.gov/ExtraCOVIDSNAP](https://www.mass.gov/ExtraCOVIDSNAP) — to help residents plan for the end of these temporary federal benefits and learn how they can get the most out of their SNAP benefits, save some of it to help after March 2, and be connected with other resources. Over the next several months, individuals and families are advised to explore any optional expenses that could increase their normal SNAP benefits.
- **Heavy Commercial Vehicle Exclusion:** Pursuant to Article IX, Motor Vehicles and Traffic, of the Bylaws of the Town of South Hadley, the Selectboard is seeking to establish the following rule: The use and operation of heavy commercial vehicles, having a carrying capacity of more than 2 ½ tons, are hereby restricted on Spring Street, Hartford Street, Smith Street and Ludlow Road. Exemptions: this Section shall not apply to heavy commercial vehicles going to or coming from places upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjoining streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to Federal, State, Municipal or public service corporation owned vehicles. The Selectboard will hold a public hearing on said exclusion on March 7, 2023 at 7:05 p.m. during their regular meeting. Agenda and link will be published in the local newspaper and posted on the Town website.

Public Safety

- **Swatting:** Local and state law enforcement responded to several swatting threats across the state. I want to thank the emergency responders and school administration for their robust response.
- **Water damage:** To try to prevent another instance of water damage from pipes freezing in the police station, work has been approved to install 2" rigid insulation board to support existing fiberglass, and act as an air barrier to separate cold dormer space from warm attic space. Demolition work is ongoing to remove damaged areas.

Public Works




DESIGN PUBLIC HEARING

ADA Retrofits at Various Locations

District 2


What is happening?

A Live Virtual Design Public Hearing will be hosted on the MassDOT website below to present the design for the ADA Retrofits at Various Locations project in District 2.


How will this affect you?

The proposed project consists of the reconstruction of existing pedestrian curb ramps to Americans with Disabilities Act (ADA) and Architectural Access Board (AAB) standards at various locations throughout MassDOT District 2, including the municipalities of Erving, Greenfield, Hatfield, Monson, Orange, South Hadley, Ware, Whately, & Winchendon.

<p>When</p> <p>February 16, 2023 6:00PM</p>	<p>Attend</p> <p>www.mass.gov/massdot-highway-design-public-hearings</p>
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Please note this meeting will be transcribed by a stenographer.
Visit www.mass.gov/massdot-highway-design-public-hearings for more information.



This meeting is accessible to people with disabilities and those with limited English proficiency. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request, as appropriate. To request accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857) 368-8580, fax (857) 368-0602, relay 7-1-1, or by email to MassDOT.CivilRights@dot.state.ma.us. Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.

Project inquiries may also be emailed to MassDOTProjectManagement@dot.state.ma.us
Please submit any written statements regarding the proposed undertaking to: **Carrie A. Lavallee, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: PROJECT MANAGEMENT, PROJECT FILE NO. 609469.**