

**HYBRID SELECTBOARD MEETING  
TUESDAY, JULY 11, 2023  
SENIOR CENTER MULTI-PURPOSE ROOM - 6:30 P.M.  
AGENDA**

**Join Zoom Webinar from your computer:**

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<p><b>Note: Not all topics listed here may be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice. This meeting may be audio and/or visually recorded.</b></p>
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- 1. CALL TO ORDER**
- 2. JOINT MEETING WITH APPROPRIATIONS**
  - A. Year-end Transfers
- 3. APPROVAL OF MINUTES:** Draft Minutes of June 20, 2023
- 4. ANNOUNCEMENTS / PUBLIC COMMENT**
- 5. CONSENT AGENDA**
  - A. Multiple One-Day Beer & Wine License requests from Elizabeth Sawyer for Sept. 19 & 20
  - B. One-Day Beer & Wine License requests from Gregory Tiner for July 29
- 6. PUBLIC HEARING - 7:05 p.m.** - 3 Corners Package Store for potential suspension or revocation of liquor license
- 7. NEW BUSINESS**
  - A. Assistant Town Administrator/Human Resources welcome
  - B. Director of Public Works appointment – John Broderick
  - C. 2023 Farm License Agreements
- 8. TOWN ADMINISTRATOR’S REPORT**
- 9. EXECUTIVE SESSION - GL Ch. 30 §21(a) 3** - To consider the purchase, exchange, lease or value of real property the public discussion of which could have a detrimental impact on the negotiating position of the board.
- 10. ADJOURN**

**HYBRID SELECTBOARD MEETING  
TUESDAY, JULY 11, 2023  
MOTIONS**

**YEAR-END TRANSFERS**

- A. I motion to approve the year-end transfers as presented.

**APPROVAL OF MINUTES**

- A. I motion to approve the draft minutes of June 20, 2023

**CONSENT AGENDA**

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

**APPOINTMENT**

- A. I move to appoint John Broderick for a three-year appointment as Superintendent of Public Works.

**FARM LICENSES**

- A. I motion to approve the 2023 Farm License agreements for McCray and Barstow and allow the Town Administrator to sign on the Selectboard's behalf.

**EXECUTIVE SESSION**

- A. I move to enter into executive session under MGL Ch. 30 §21(a) 3 - To consider the purchase, exchange, lease or value of real property the public discussion of which could have a detrimental impact on the negotiating position of the board.

**ADJOURN**

- A. I move to adjourn.

**HYBRID SELECTBOARD MEETING  
TUESDAY, JUNE 20, 2023  
DRAFT MEETING MINUTES  
SENIOR CENTER MULTI-PURPOSE ROOM  
6:30 P.M.**

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

**CALL TO ORDER**

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

**APPROVAL OF MINUTES**

Cyr motioned to approve the draft minutes of June 6, 2023. Casolari seconded. All in favor. Unanimous.

**ANNOUNCEMENTS / PUBLIC COMMENT**

Cyr noted the fireworks at MESMS and Sweeney highlighted the Housing Production Forum.

**CONSENT AGENDA**

The consent agenda consisted of multiple one-day beer & wine license requests from Larry DuBois for July 7, 14, 21, 28, Aug. 4, 11, 18, 25, Sept. 1, 8, multiple one-day beer & wine license requests from Elizabeth Sawyer for July 18, 19, 20, 22, 24, 25, 26, 27, 29, 31, Aug. 1, 2, 3, 5, 7, 8, 9, 10, and multiple one-day beer & wine license requests from Bridget Carroll for June 24, 26, 27, 28, 29, July 8, 10, 11, 12, 13, 15, 17.

**TRI-ANNUAL INTERVIEWS AND APPOINTMENTS**

The board interviewed Nancy Wood for the Trustees of the Old Firehouse Museum, Laura Woz for MPIC, David Solender for the Town Meeting Review Committee and Cultural Council, Terry Rosenfeld for the Conservation Commission, Meghan Bristol for the Town Meeting Review Committee, Anthony Dart for the Commission on Disabilities and COA, Patrick Tracey for the Tree Committee, Anne Barry for Bike Walk, Daniel Parrish for the Bike Walk and Tree Committee, and Chris Conley for the Bike Walk Committee.

Cyr motioned to accept the annual board and committee renewals for 2023 as presented. Casolari seconded. All in favor. Unanimous.

The board appointed: Anne Barry to a 2024 Bike Walk term, Linda Young to a 2026 Bylaw Review Committee term, Terry Rosenfeld to an associate 2025 Conservation Commission term, Geraldine de Berly and David Solender to 2026 terms on the Cultural Council, Anthony Dart to a 2026 term on the CoD, Nancy Bacis Wood to a 2025 term on the Historical Commission, Melissa Taylor to a 2026 term on the Historic District Study Committee, Laura Woz to a 2024 MPIC term, David Solender, Meghan Bristol, and Denise Presley to 2024 terms on the Town Meeting review Committee, Mary Jane Else to a 2025 SEC term, Patrick Tracey to a 2026 Tree Committee term, and Nancy Wood to a 2026 term on the Trustees of the Old Firehouse.

**TRAFFIC REVIEW COMMITTEE**

Wong gave a mid-year update.

**TA REPORT**

For the full town administrator's report, see the June 20, 2023 Selectboard Meeting Packet.

**ADJOURN**

Cyr motioned to adjourn. Sweeney seconded. All in favor. Unanimous. The meeting adjourned at 8:17 p.m.

**RESPECTFULLY SUBMITTED**  
**Kristin Maher**  
**Executive Assistant to Administration**

DRAFT



# OD-97

1 Day Alcohol License

**Status:** Active

**Date Created:** Jun 22, 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 Request Multiple Dates**



**Number of Dates Requested**

2

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



## Event Details

**Date of Event**

09/19/2023

**Name or Organization Hosting Event**

Faculty Mixer

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

Reception

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

Art Building, 50 College St. South Hadley, MA 01075

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

3:00pm - 7:00pm

**Date of Event**

**Name or Organization Hosting Event**

09/20/2023

President's Office

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

Reception

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

Art Building, 50 College St. South Hadley, MA 01075

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

3:00pm - 7:00pm



# OD-98

1 Day Alcohol License

**Status:** Active

**Date Created:** Jul 3, 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**

07/29/2023

**Name or Organization Hosting Event**

South Hadley Sporting Club

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

Chicken BBQ

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

135 River Road

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

12:00pm - 6:00pm

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

Lisa Wong  
Town Administrator

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND  
BY FIRST CLASS MAIL

May 31, 2023

Mr. Hamid Habib  
H&H Retail Inc. d/b/a 3 Corners Package Store.  
460 Amherst Rd  
South Hadley, MA 01075.

Mr. Hamid Habib  
Hamira LLC  
545 State Street  
Belchertown MA, 01007.  
and,

Mr. Hamid Habib.  
as Registered Agent to H&H Retail Inc. d/b/a 3 Corners Package Store  
15 West Farms Road.  
Florence, MA 01062

**NOTICE OF HEARING**  
**PURSUANT TO G.L. c. 138 AND G.L. c 140 TO CONSIDER SUSPENSION OR REVOCATION**  
**OF LIQUOR LICENSE**

RE: Liquor License No. 2019884100, Businessowners Insurance Policy No. 20039907

Dear Mr. Habib:

Please be advised that, the Town of South Hadley Selectboard, the Local Licensing Authority (“LLA”) for the Town of South Hadley, is notifying you that you are to appear for a hearing regarding potential suspension or revocation of your liquor license based on the following charges:

A. Failure to Maintain Insurance Policy required by Licensing Authority: G.L. ch. 138, § 64B

In February 2023, the Town’s LLA received and reviewed information that you may no longer be carrying valid liquor liability insurance and/or businessowners insurance for 3 Corners Package Store, located on 460 Amherst Rd, South Hadley, MA 01075. On January 31, 2023, the Town of South Hadley received notice that your businessowners insurance, policy no. 20039907 was no longer active. The LLA has attempted to contact you concerning this matter in February, April and May 2023. If accurate, the

failure to maintain such insurance could potentially affect your liquor license, as the lack of insurance would be violations of the requirements for the liquor licenses.

B. Failure to Pay Municipal Taxes pursuant to Town of South Hadley By-Laws Ch. 138, §§ 166

Per the LLA's records, Hamira LLC also owes the Town of South Hadley \$1,470.92 in real estate taxes for the year 2022. The town tax collector's office has authority pursuant to Town of South Hadley By-Laws Ch. 138, §§ 166 to deny a license based on failure to pay municipal taxes.

C. Cessation of Liquor Business: G.L. ch. 138, § 77

Additionally, it has been brought to the LLA's attention that the property located on 460 Amherst Road, South Hadley, MA 01075, d/b/a 3 Corners Package Store has been inoperable since at least May 2022 and the liquor license has been unused for an extended period of time.

Please be advised that a hearing has been scheduled to be held **July 11, 2023 at 7:05 p.m. at the South Hadley Senior Center, 45 Dayton South Hadley, MA 01075 and on Zoom at <https://us02web.zoom.us/j/82843143662?pwd=L21qUXBMcTlDRlRlMwaTFRYjRwM1pxQT09>, with Webinar ID 828 4314 3662, passcode 796724 and phone number of +1 646 558 8656 US.** The hearing will be conducted pursuant to G.L. c. 138 and the Town's Bylaws, as applicable, to determine whether violations of these provisions occurred and whether a penalty, up to and including revocation of your Alcohol License, should be imposed. The LLA will consider potential violations of any and all provisions of G.L. c. 138 and including, but not limited to: G.L. c. 138, §§ 12 and 64A, 204 CMR 2.00 et seq and Town of South Hadley By-Laws Ch. 138, §§ 166. The Board will determine whether there is satisfactory proof of a violation and whether, as a consequence of said violation your licenses should be modified, suspended, or revoked in accordance with G.L. c. 138 § 64B and § 77.

Selectboard public hearing notices are also printed in the *Town Reminder* and may also be downloaded from the following site: <http://masspublicnotices.org/Search.aspx>. The Board will also hear whether a penalty up to and including revocation of your Entertainment License and Common Victualers License should be imposed under G.L. c 140 §§ 2 & 9, G.L. c 140 § 183A and the Town's Bylaws, as may be applicable.

You are invited to appear and give testimony and/or provide evidence. **This is a serious matter, and you may wish to discuss this with an attorney of your choosing.**

Thank you for your attention to this matter. If you have any questions, you may contact the Selectboard's office.

Very truly yours,  
Town of South Hadley Selectboard

Enc.

cc: Town of South Hadley Selectboard  
Alcoholic Beverages Control Commission  
Town Counsel

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

Lisa Wong  
Town Administrator

**For Immediate Release - June 27, 2023**

**Chuck Romboletti hired as South Hadley Assistant Town Administrator/Human Resources Director**

The Town of South Hadley is pleased to announce the hiring of Charles “Chuck” Murphy Romboletti as its new Assistant Town Administrator and Human Resources Director. His scheduled start date is August 7, 2023. Mr. Romboletti has more than a decade of municipal experience, including the last two years as the Director of Human Resources and more than 5 years as the Assistant Human Resources Director in Needham, MA. In Needham, he implemented many new and innovative programs including those that South Hadley is seeking to implement.

“Chuck will join a great municipal team in South Hadley,” said Town Administrator Lisa Wong. “With his great experience and energy, he will be able to hit the ground running and help South Hadley reach our goals.”

“I am excited at the opportunity to work in an engaged community, and for an experienced and professional management team who is committed to the successful implementation of the Board and community’s vision,” said Mr. Romboletti.

Mr. Romboletti received his BA Degree at Bates College and his Master of Public Administration at Northeastern University. Prior to working in Needham, Mr. Romboletti worked for the City of Holyoke in the Office of Planning and Economic Development, Office of the Mayor and Personnel Department. He went through the Leadership ICMA program and is a member of the International City/County Managers Association (ICMA), Mass Municipal HR Association (MMHR), and Society for Human Resources Management (SHRM). Chuck is a western mass native, and in his free time enjoys cooking, playing golf, and of course spending time with his wife and two young children.

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

Lisa Wong  
Town Administrator

June 21, 2023

Re: Appointment Letter

Dear Selectboard,

The Town of South Hadley is pleased to promote John Broderick to the position of Director of Public Works for the Town of South Hadley. The appointment requires Selectboard confirmation. John brings a tremendous amount of experience and dedication to the position.

Respectfully,



Lisa Wong  
Town Administrator, South Hadley

CC: Human Resources

**MEMORANDUM**

TO: Selectboard  
CC: Lisa Wong, Town Administrator  
Anne Capra, Director of Planning & Conservation  
FROM: Rebekah Cornell, Conservation Administrator/Planner  
DATE: July 7, 2023  
RE: 2023 Farm License Agreements

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This proposed agreement is for the period from January 1, 2023 to December 31, 2023. The fee is \$500 per farmer, totaling \$1,000.

**Explanation of Farm License**

The first year of the farm license agreement between local farmers and the Town was 2005. This tool is used by other municipalities for the same purpose. This is a license and not a lease because a license can be shorter term, restricted to one person, is easier to terminate, and provides more municipal control. A lease agreement gives some interest in the land to another party, and would require a Conservation Commission vote, a 2/3 Town Meeting vote, and a 2/3 vote of the state legislature.

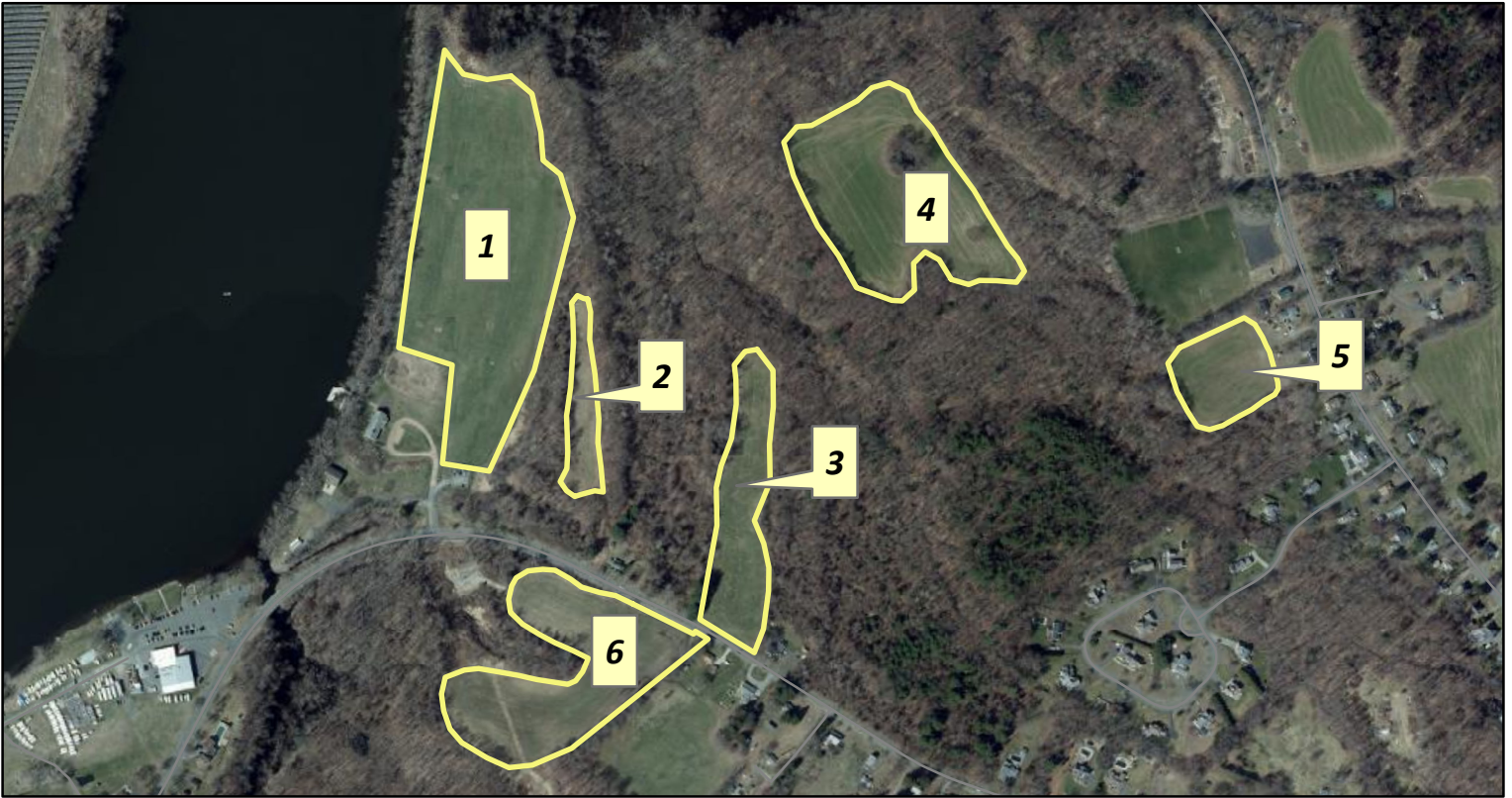
Stephen McCray and Steven Barstow share the farming of the eight farm fields now, and both have agreed to the terms of the proposed farm license. Some fields are used for hay, and some are planted with corn. The Conservation Commission would like to see this license continue to maintain the agricultural fields and to support our local farmers.

Bachelor Brook-Stony Brook Resource Area in 2005, the property included several farm fields, which the Town and Conservation Commission agreed to maintain in agriculture. Because the Conservation Land Fund was almost totally depleted in 2005 for the purchase of the Bachelor Brook-Stony Brook Resource Area, the Selectboard and Town Administrator agreed at that time that the money received for this license would be deposited in the Conservation Land Fund. I recommend the 2023 Farm License Fee is deposited in the same account to support future land acquisitions and land management.

Any questions please contact:  
Rebekah Cornell, Conservation Administrator  
413-538-5030 x6129 or [rcornell@southhadleyma.gov](mailto:rcornell@southhadleyma.gov)

Thank you.

# Farm License Agreement Fields 2023



## FIELDS

- 1: RIVER TO RANGE
- 2/3/4/5: TOWN FARM FIELDS
- 6: FERRY ST SOUTH
- 7: MULLIGAN DR (LEDGES)
- 8. RANGE VIEW MEADOW



## 2023 LICENSE AGREEMENT

BY THIS AGREEMENT between The Town of South Hadley Selectboard, the awarding authority, a municipal corporation having its principal office at 116 Main Street, South Hadley, Massachusetts 01075 ("Licensor") and Stephen McCray, owner of McCray's Farm, 55 Alvord Street, South Hadley, Massachusetts 01075 ("Licensee").

### WITNESSETH

IN CONSIDERATION of the promised exchanged herein, the parties agree that:

#### 1. TRANSFER OR RECORDING

This license is personal to Licensee and shall be assigned, transferred or recorded by the Licensee only with the express written consent of the Licensor. The Licensee has permission to farm any of the fields in Barstow's 2023 License Agreement under this agreement and license. Unless stated otherwise, signature of the Selectboard as Licensor includes this consent for Barstow's and McCray's use of all farm fields.

#### 2. TERM

This license commences on January 1, 2023 and will terminate on December 31, 2023, unless sooner terminated in accordance with Paragraph 6.

#### 3. USES

Your use of the Property is restricted to agricultural use on eight (8) parcels of land located in South Hadley, MA as shown on the map attached to this license labeled "Farm License Agreement Fields 2023". Range View Meadow (315 Amherst Rd) shall only be mowed once a year, after August 15<sup>th</sup>, 2023 to support grassland habitat. The field on Mulligan Drive shall be mowed once before June 1, 2023 and the second cut shall not occur before July 25, 2023 to accommodate for nesting Bobolink birds.

The Licensor shall have the right to impose conditions upon any additional work conducted by the Licensee within the Property necessary to assure the safety of Licensor's facilities within or in the vicinity of the Property. Within thirty (30) days of Licensor's submittal of an invoice, the Licensee shall reimburse Licensor for its reasonable expenses to review any request for additional work (including but not limited to costs for administrative review, engineering and field inspection).

#### 4. OTHER USES

Except to the extent described in Section 3, Licensee shall not undertake or permit:

- Any excavation, grading or filling on the property
- Construction of any structure or improvements on the property
- Removal of timber from the property, or
- Parking or storage, even temporarily, of vehicles, material or equipment on the property contrary to the terms and provisions of this agreement until it has received Licensor's written approval.

#### 5. FEES AND CHARGES

The fee for your use of the Property shall be Five Hundred Dollars (\$500.00) for the period. Payment should be paid by August 30, 2023 to:

Selectboard  
Town of South Hadley  
116 Main Street, Room M20  
South Hadley, MA 01075

The Licensee shall comply with, and shall cause the Property, in connection with Licensee's use, to comply with all applicable local, county, state or federal laws, codes or ordinances of any description, including but not limited to zoning, building, engineering, sanitation, health or environmental laws, shall promptly remedy any breach of same.

#### **6. INSPECTION OF THE PROPERTY**

The Licensee acknowledges that it has inspected the Property and has determined to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representation of the Licensor concerning the Property (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties)

#### **7. LICENSOR'S USE OF THE PROPERTY**

The Licensee's use of the Property is subject to the Licensor's right to enter and use the Property for its business purposes. The Licensor shall have the right, at any time and without liability or compensation to the Licensee, to use the Property to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Property as part of the Licensor's business operations. The Licensee further releases the Licensor from any liability to the Licensee for damages to the Licensee's property (including but not limited to structures, crops, shrubs or trees) due to the Licensor's use of the property for its business purposes.

#### **8. INSURANCE**

For so long as this License is in effect, and as a condition to entering the Property, the Licensee must provide evidence upon execution of this agreement of at least the following insurance coverage:

- Comprehensive general liability policy with liability coverage, including contractual liability, of at least \$500,000/per occurrence/per aggregate for bodily injury and \$100,000/per occurrence/per aggregate for property damage.

All policies shall be endorsed to:

- Name the Licensor, its directors, officers, employees and affiliates as additional insured with respect to any and all third party bodily injury and/or property damage and
- To require that thirty (30) days written notice be given to the Licensor prior to any cancellation or material change to the policy.

Additionally: All insurance certificate must identify the location of the property

#### **9. INDEMNIFICATION**

The Licensee shall indemnify and hold the Licensor, its officials, officers, agents, employees, assigns and affiliates harmless from any and all claims, costs (including any attorney's fees), loss or liability whatsoever for injury to persons (including death) or damage to property (including environmental damage to the Property) caused by or resulting from the Licensee's use of the Property.

#### **10. NOTICES**

All notices permitted or required to be made by the Licensee or the Licensor will be considered to be received upon personal delivery or three (3) business days following mailing of a notice by certified mail, postage prepaid, return receipt requested to:

Licensor: Selectboard  
Town of South Hadley  
116 Main Street, Room M20  
South Hadley, MA 01075

Licensee: Stephen McCray  
55 Alvord Street  
South Hadley, MA 01075

**11. CONTINUING OBLIGATION**

The termination of this License shall not alter or terminate the Licensee's obligations as established by this License for events which take place on or before the effective date of termination.

**12. ENTIRE AGREEMENT**

This License constitutes the entire agreement between the Licensor and the Licensee with respect to the Property and no oral statements, promises, express or implied warranties or other implied warranties or other understandings except those expressly set forth in this License shall be valid unless reduced to writing and signed by both parties on or after the date of this License.

**13. RIGHT TO ENTER**

The Licensee will have no right to enter or use the Property until a copy of the Licensee's certificate of insurance has been delivered to the Licensor and until one copy of this agreement, signed by both parties, has been delivered to the Licensee.

IN WITNESS WHEREOF the parties have caused this License to be executed this \_\_\_\_ day of \_\_\_\_ 2023

LICENSOR: THE TOWN OF SOUTH HADLEY

By \_\_\_\_\_  
Lisa Wong on behalf of the  
Selectboard

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

LICENSEE: \_\_\_\_\_

Stephen McCray  
McCray's Farm

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

## 2023 LICENSE AGREEMENT

BY THIS AGREEMENT between The Town of South Hadley Selectboard, the awarding authority, a municipal corporation having its principal office at 116 Main Street, South Hadley, Massachusetts 01075 ("Licensor") and Steven Barstow, owner of Barstow Farm, 14 Barstow Lane, Hadley, Massachusetts 01035 ("Licensee").

### WITNESSETH

IN CONSIDERATION of the promised exchanged herein, the parties agree that:

#### 1. TRANSFER OR RECORDING

This license is personal to Licensee and shall be assigned, transferred or recorded by the Licensee only with the express written consent of the Licensor. The Licensee has permission to farm any of the fields in Barstow's 2023 License Agreement under this agreement and license. Unless stated otherwise, signature of the Selectboard as Licensor includes this consent for Barstow's and McCray's use of all farm fields.

#### 2. TERM

This license commences on January 1, 2023 and will terminate on December 31, 2023, unless sooner terminated in accordance with Paragraph 6.

#### 3. USES

Your use of the Property is restricted to agricultural use on eight (8) parcels of land located in South Hadley, MA as shown on the map attached to this license labeled "Farm License Agreement Fields 2023". Range View Meadow (315 Amherst Rd) shall only be mowed once a year, after August 15<sup>th</sup>, 2023 to support grassland habitat. The field on Mulligan Drive shall be mowed once before June 1, 2023 and the second cut shall not occur before July 25, 2023 to accommodate for nesting Bobolink birds.

The Licensor shall have the right to impose conditions upon any additional work conducted by the Licensee within the Property necessary to assure the safety of Licensor's facilities within or in the vicinity of the Property. Within thirty (30) days of Licensor's submittal of an invoice, the Licensee shall reimburse Licensor for its reasonable expenses to review any request for additional work (including but not limited to costs for administrative review, engineering and field inspection).

#### 4. OTHER USES

Except to the extent described in Section 3, Licensee shall not undertake or permit:

- Any excavation, grading or filling on the property
- Construction of any structure or improvements on the property
- Removal of timber from the property, or
- Parking or storage, even temporarily, of vehicles, material or equipment on the property contrary to the terms and provisions of this agreement until it has received Licensor's written approval.

#### 5. FEES AND CHARGES

The fee for your use of the Property shall be Five Hundred Dollars (\$500.00) for the period. Payment should be paid by August 30, 2023 to:

Selectboard  
Town of South Hadley  
116 Main Street, Room M20  
South Hadley, MA 01075

The Licensee shall comply with, and shall cause the Property, in connection with Licensee's use, to comply with all applicable local, county, state or federal laws, codes or ordinances of any description, including but not limited to zoning, building, engineering, sanitation, health or environmental laws, shall promptly remedy any breach of same.

#### **6. INSPECTION OF THE PROPERTY**

The Licensee acknowledges that it has inspected the Property and has determined to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representation of the Licensor concerning the Property (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties)

#### **7. LICENSOR'S USE OF THE PROPERTY**

The Licensee's use of the Property is subject to the Licensor's right to enter and use the Property for its business purposes. The Licensor shall have the right, at any time and without liability or compensation to the Licensee, to use the Property to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Property as part of the Licensor's business operations. The Licensee further releases the Licensor from any liability to the Licensee for damages to the Licensee's property (including but not limited to structures, crops, shrubs or trees) due to the Licensor's use of the property for its business purposes.

#### **8. INSURANCE**

For so long as this License is in effect, and as a condition to entering the Property, the Licensee must provide evidence upon execution of this agreement of at least the following insurance coverage:

- Comprehensive general liability policy with liability coverage, including contractual liability, of at least \$500,000/per occurrence/per aggregate for bodily injury and \$100,000/per occurrence/per aggregate for property damage.

All policies shall be endorsed to:

- Name the Licensor, its directors, officers, employees and affiliates as additional insured with respect to any and all third party bodily injury and/or property damage and
- To require that thirty (30) days written notice be given to the Licensor prior to any cancellation or material change to the policy.

Additionally: All insurance certificate must identify the location of the property

#### **9. INDEMNIFICATION**

The Licensee shall indemnify and hold the Licensor, its officials, officers, agents, employees, assigns and affiliates harmless from any and all claims, costs (including any attorney's fees), loss or liability whatsoever for injury to persons (including death) or damage to property (including environmental damage to the Property) caused by or resulting from the Licensee's use of the Property.

#### **10. NOTICES**

All notices permitted or required to be made by the Licensee or the Licensor will be considered to be received upon personal delivery or three (3) business days following mailing of a notice by certified mail, postage prepaid, return receipt requested to:

Licensor: Selectboard  
Town of South Hadley  
116 Main Street, Room M20  
South Hadley, MA 01075

Licensee: Barstow's Farm  
14 Barstow Lane  
Hadley, MA 01035

**11. CONTINUING OBLIGATION**

The termination of this License shall not alter or terminate the Licensee's obligations as established by this License for events which take place on or before the effective date of termination.

**12. ENTIRE AGREEMENT**

This License constitutes the entire agreement between the Licensor and the Licensee with respect to the Property and no oral statements, promises, express or implied warranties or other implied warranties or other understandings except those expressly set forth in this License shall be valid unless reduced to writing and signed by both parties on or after the date of this License.

**13. RIGHT TO ENTER**

The Licensee will have no right to enter or use the Property until a copy of the Licensee's certificate of insurance has been delivered to the Licensor and until one copy of this agreement, signed by both parties, has been delivered to the Licensee.

IN WITNESS WHEREOF the parties have caused this License to be executed this \_\_\_\_ day of \_\_\_\_ 2023

LICENSOR: THE TOWN OF SOUTH HADLEY

By \_\_\_\_\_  
Lisa Wong on behalf of the  
Selectboard

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

LICENSEE: \_\_\_\_\_

Steven Barstow  
Barstow's Farm

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

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

Lisa Wong  
Town Administrator

**Town Administrator's Report to Selectboard  
July 11, 2023**

**Administration, Finance and Operations**

- **State Budget:** As of July 6, the state budget has yet to be finalized. The budget is in conference committee - a select group of state lawmakers from the House and Senate. The next step is for a final budget to be sent to the Governor for review.
- **Open House for Meg Clancy. Thursday, July 6 from 4:30 to 6:30** - You are warmly invited to join us at an Open House on Thursday, July 6, to honor and celebrate the retirement of Youth Services Librarian Meg Clancy after 36+ years of service at the South Hadley Public Library. Meg has been a strong advocate for South Hadley's children and families, from early literacy to teen programs. She will surely be missed by the library and we certainly want to wish her well in her retirement. Please join us in the Community Room to celebrate Meg's library tenure. Light refreshments will be provided by the Friends of the South Hadley Public Library.

**Community**

- **Health Fair:** The Aging in Place Health Fair at the Senior Center had a great turnout on June 28.
- **Reflective Housing Numbering:** The South Hadley TRIAD will install a house number for a small donation. Call the Fire District 1 or 2 and ask for the Fire Prevention Officer. FD#1 at (413) 532- 5343 and FD#2 at (413) 534-5803.
- **Elder Mental Health Outreach Teams:** Do you have access to needed mental health supports? The South Hadley Senior Center is an WestMass ElderCare EMHOT partner and supporter of making access to behavioral health services available to older adults who are 60 years and older. EMHOT assists older adults with unmet behavioral health needs with counseling and intensive case management support. These may include: depression, anxiety, challenging behaviors associated with dementia, and substance abuse disorders. The goals are to reduce social isolation, improve medical care coordination, and increase access to needed mental health wellness and supports. There is no cost associated with EMHOT. For referrals and more information: 413-538- 9020 TTY: 800-875-0287. Email: [info@wmeldercare.org](mailto:info@wmeldercare.org) . To submit an online referral: [www.wmeldercare.org](http://www.wmeldercare.org)
- **Golf:** Congratulations to Ledges Golf Course Superintendent Amanda Fontaine for being invited to be part of preparing the Pebble Beach golf course for the U.S. Women's Open. Only 2% of golf course superintendents are women.

**Planning**

- **Housing Survey:** Deadline to submit survey is now July 16th. Find out more information including videos and presentations at: [www.southhadley.org/CivicAlerts.aspx?AID=828](http://www.southhadley.org/CivicAlerts.aspx?AID=828)

**Public Safety**

- **Promotion:** Congratulations to Sergeant Mark Baran on his promotion to Lieutenant. This is the first promotion under the new non-civil service process, which included an assessment center, interviews, and consideration of years of service and education. He will officially be sworn in later this month.