

**HYBRID SELECTBOARD MEETING
TUESDAY, OCT. 3, 2023
AGENDA
SENIOR CENTER MULTI-PURPOSE ROOM - 6:30 P.M.**

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<p>Note: Not all topics listed here may be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice. This meeting may be audio and/or visually recorded.</p>
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- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES:** Draft Minutes of Sept. 19, 2023
- 3. ANNOUNCEMENTS / PUBLIC COMMENT**
- 4. CONSENT AGENDA**
 - A. One-Day Beer & Wine License request for Larry Dubois for Oct. 21
 - B. One-Day Beer & Wine License request for Kim Prough for Nov. 11
- 5. PUBLIC HEARING CONTINUED - 7:05 p.m. - 3 Corners Package Store - potential suspension or revocation of liquor license – verbal update from business owner**
- 6. PUBLIC FORUM – 7:15 p.m. - MGL Chapter 64G Section: Local room occupancy excise and community impact fee**
- 7. TRI-ANNUAL INTERVIEWS**
 - A. John Conner – Veterans Council
 - B. Mike Wozniak – Veterans Council
 - C. Ali Shahrestani – Sustainability and Energy Commission
 - D. Saul Mazur - Sustainability and Energy Commission, Commission on Disabilities
 - E. John Nicholson - Sustainability and Energy Commission
 - F. Olive Rowell – Cultural Council
- 8. NEW BUSINESS**
 - A. Town Administrator Contract
 - B. Public Health Excellence for Shared Services Inter-Municipal Agreement
 - C. One-Day Alcohol Licenses
 - D. Cultural Council
 - E. Sewer Use Fee Warrant
 - F. Short Term Rental Fee
- 9. OLD BUSINESS**
 - A. Senior Work Off Program
- 10. TOWN ADMINISTRATOR’S REPORT**
- 11. ADJOURN**

**HYBRID SELECTBOARD MEETING
TUESDAY, SEPT. 19, 2023
DRAFT MEETING MINUTES
SENIOR CENTER LARGE CONFERENCE ROOM -7 P.M.**

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

CALL TO ORDER

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

APPROVAL OF MINUTES

Sweeney motioned to approve the draft minutes of Sept. 5, 2023. Casolari seconded. Constant abstained. The motion passed 3-1.

ANNOUNCEMENTS PUBLIC COMMENT

Casolari noted Fall Fest at Buttery Brook Park Oct. 20-22. Constant highlighted Showcase South Hadley Oct. 7-8. Wong said the deadline for Cultural Council grant funding is midnight on Oct. 17. Sweeney noted a harvest fest at the farmers market on Oct. 28.

Raymond Rondeau, 60 Michael Dr., commented if the town sets a precedent by accepting streetlight on Baker Street the town should accept streetlights in all condominium associations. He also asked the board to consider a local firm as town counsel.

Abby Jaffee, of 84 Shadowbrook Estates, spoke about Baker Street saying it is a roadway leading to Shadowbrook Estates and is not the condominium association's road.

CONSENT AGENDA

Constant motioned to approve the consent agenda as presented. Sweeney seconded. All in favor. Unanimous. The consent agenda consisted of a One-Day Beer & Wine License request from Jeff Millard for Oct. 13, 2023.

TRI-ANNUAL INTERVIEWS

The board interviewed Eric Weiss for the Cultural Council. The board will continue interviews at its Oct. 5 meeting and make appointments Oct. 19.

HG&E ONE-TIME WAIVER

Sweeney motioned the town proceed with Holyoke Gas & Electric's request for a Limited Application Waiver to conduct the application of herbicide for vegetation management at one or more of their rights of way locations within South Hadley. Casolari seconded. All in favor. Unanimous.

Casolari motioned to allow the use of the Selectboard's digital signature for the Holyoke Gas & Electric Limited Application Waiver. Sweeney seconded. All in favor. Unanimous.

BAKER STREET / SHADOWBROOK STREETLIGHTS

Constant moved to accept the request to approve five streetlights on Baker Street. Sweeney seconded. All in favor. Unanimous.

TOWN COUNSEL APPOINTMENT

Constant moved to appoint Mead, Talerman & Costa as town counsel for FY24 with a term to expire to June 30, 2024. Sweeney seconded. All in favor. Unanimous.

The board will wait for all five members to be present before voting on a three-year contract.

MCCRAYS FARM ENTERTAINMENT LICENSE

Constant motioned to approve an entertainment license for McCrays Farm. Sweeney seconded. All in favor. Unanimous.

ROOM TAX

Constant motioned to hold a public forum on Oct. 3, 2023 at 7:15 p.m. to hear from residents about MGL Chapter 64G Section 3 as related to a local room occupancy excise and community impact fee. Casolari seconded. All in favor. Unanimous.

TOWN ADMINISTRATOR'S REPORT

For the full town administrator's report, see the Sept. 19, 2023 Selectboard meeting packet.

ADJOURN

Sweeney motioned to adjourn. Constant seconded. All in favor. Unanimous.

The meeting adjourned at 8:16 p.m.

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



OD-113

1 Day Alcohol License

Status: Active

Submitted On: 9/15/2023

Primary Location

No location

Applicant Email

Check this box if the applicant does not have an email address.

Applicants CANNOT purchase alcoholic beverages from a package store. Per the ABCC, please see the list of authorized sources from which to purchase alcohol here: <https://www.mass.gov/info-details/apply-for-a-special-license-or-permit-abcc>

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

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

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

Event Details

Date of Event*	Name or Organization Hosting Event*
10/21/2023	Friends of Buttery Brook Park
Describe in a paragraph specific details of the event and what is taking place.*	
Buttery Brook Park Fall Fest Pickleball and Cornhole Tournaments, Entertainment 10-6	
Provide a description of where alcohol will be sold and consumed on site.*	Describe how you will designate to where alcohol sales and consumption will be limited on site.*
Tent near Pickleball courts	Fenced area
Street address of where the event is held*	Hours of operation (Ex. 8:00 AM - 5:00 PM)*
123 Willimansett St	11:30 AM - 8 PM

Date of Event*	Name or Organization Hosting Event*
10/21/2023	Friends of Buttery Brook Park
Describe in a paragraph specific details of the event and what is taking place.*	
Buttery Brook Park Fall Fest Pickleball and Cornhole Tournaments, Entertainment 10-6	
Provide a description of where alcohol will be sold and consumed on site.*	Describe how you will designate to where alcohol sales and consumption will be limited on site.*
Tent near Pickleball courts	Fenced area

Street address of where the event is held*

123 Willimansett St

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

11:30 AM - 8 PM

Signature

I acknowledge that issuance of a 1 Day Alcohol license does not exempt me from additional licensing requirements (ex. entertainment license, mobile food permit, etc.).*



By checking this box and typing my name I do hereby certify under the pains and penalties of perjury that the information provided in this application is true and correct.*

Type your full name*



OD-114

1 Day Alcohol License

Status: Active

Submitted On: 9/24/2023

Primary Location

No location

Applicant Email

Check this box if the applicant does not have an email address.

Applicants CANNOT purchase alcoholic beverages from a package store. Per the ABCC, please see the list of authorized sources from which to purchase alcohol here: <https://www.mass.gov/info-details/apply-for-a-special-license-or-permit-abcc>
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

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

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

Event Details

Date of Event*

11/11/2023

Name or Organization Hosting Event*

Friends of the South Hadley Seniors

Describe in a paragraph specific details of the event and what is taking place.*

Handbag Bingo Fundraiser. There will be 10 games of Bingo with designer handbags as prizes. We will have a deejay playing music between the Bingo rounds.

Provide a description of where alcohol will be sold and consumed on site.*

Alcohol will be sold and consumed in the gymnasium of St. Theresa's Church

Describe how you will designate to where alcohol sales and consumption will be limited on site.*

Event is contained to one room only (gymnasium).

Street address of where the event is held*

9 E. Parkview Dr, South Hadley

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

5-10pm

To: Selectboard
From: Town Administrator Lisa Wong
Re: Room Tax
Date: October 3, 2023

What: Town Meeting to consider a Local room occupancy excise

Votes:

- A. Town Meeting Vote to accept G.L. c. 64G, § 3A and establishing the rate up to 6%
- B. If accepted above, Town Meeting then will vote on adopting G.L. c. 64G, § 3D(a), a local option community impact fee of up to 3% of rent for each transfer of occupancy of a “professionally managed unit,” which is defined as one of two or more short-term rental units in same city/town not located within a single- or two- or three-family dwelling that includes the operator’s (owner’s) primary residence. (NOTE: South Hadley does not currently have any properties that fall in this category, but this above needs to be adopted first before adopting the GL below)
- C. If accepted above, Town Meeting then will vote on adopting G.L. c. 64G, § 3D(b), a local option community impact fee described above for “professionally managed units” under G.L. c. 64G, § 3D(a), it may by a separate additional vote, adopt the local option community impact fee on short-term rental units located within a two- or three-family dwelling that includes the operator’s primary residence under G.L. c. 64G, § 3D(b)

Community Impact Fee: At least 35% must go to affordable housing or local infrastructure projects, and requires a Town Meeting vote to appropriate. The remaining 65% is voted on by Town Meeting to either go towards the same, or be placed in the General Fund. The excess above 35% that is voted on by Town Meeting to go to affordable housing or local infrastructure is effective the following July 1st after the vote, so in this case, any revenue in this category would go to the General Fund until then.

Anticipated Revenue: The state estimates that the town will receive \$7800 for EACH 1% for Vote A. So 2% is \$15,600 annually and 6% is \$46,800 per year. This will fluctuate based on which properties are given licenses to operate as AirBNBs and their rate and occupancy. Revenue begins to come in the quarter after the state is notified, so the Town could begin to see revenue in early 2024 if adopted at the Special Town Meeting in November.

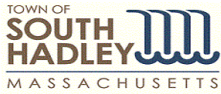
Input Needed:

- What should the rate be for Vote A?
- Does the town want to adopt a community impact fee, and if so, what % should be used for affordable housing and local infrastructure projects?

Board/Committee	Total Number of Members	Number of Current Vacancies	Term Expiration For Vacancies
Appropriations Committee	9	0	
Bike/Walk Committee	9	0	
Bylaw Review Committee	7	0	
Capital Planning Committee	9	1	06/30/2025
Commission on Disabilities	5	1	06/30/2024
Conservation Commission	7 Reg, 2 Assoc.	0	
Council on Aging Board	11	3	06/30/2026
Cultural Council	11 Reg, 2 Assoc.	3 Reg., 2 Assoc.	2 Reg - 06/30/2024 1 Reg - 6/30/2026 1 Assoc. - 06/30/2025 1 Assoc. - 06/30/2026
Historical Commission	7	1	6/30/2026
Historic District Study Committee	7	0	
Human Rights Commission	9	1	06/30/2024
Master Plan Implementation Committee	9	3	06/30/2026
Recreation Commission	9	0	
Sustainability & Energy Commission	5	1	06/30/2025
**Town Meeting Review Committee	12	1	06/30/2024
Tree Committee	7	0	
Trustees of the Old Firehouse Museum	9	0	
*Veterans' Council	7	7	2 - 06/30/2024 2 - 06/30/2025 3 - 06/30/2026
Zoning Board of Appeals	3 Reg, 2 Assoc.	1 Assoc.	06/30/2025

*Applicants must be a veteran to serve on the Veterans' Council.

**The applicant for the Town Meeting Review Committee cannot be a current Town Meeting member.



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Mon, Sep 11, 2023 at 8:17 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 Veterans Council
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. *Field not completed.*

Please give any details regarding your interest in this appointment. I have served 32 years in the US Army, retiring in 2013. I am also a disabled veteran. My interest in this board is to provide awareness and assistance to South Hadley Veterans from local to federal benefits.

Please Provide the Following Information

Name	John Conner
Email	[REDACTED]
Address1	35 San Souci Drive
Address2	South Hadley
City	SOUTH HADLEY
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	<i>Field not completed.</i>

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.) Current Job Title: Senior Vice President, Operations
Military: Multiple executive leadership positions (32 Years of Service)

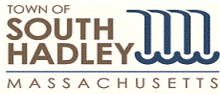
Please list any additional information you think may be helpful in reviewing your application. *Field not completed.*

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.](#)



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Sat, Sep 9, 2023 at 12:01 PM

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

Application for Appointment to Board, Commission, or Committee

Step 1

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Choose up to TWO From the Veterans Council
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.

I wish to apply for the Veterans Council.

Please give any details regarding your interest in this appointment.

As a Disabled Vietnam Veteran, I am very familiar with the VA system. I have helped several friends apply for VA benefits and would like to serve the veterans in South Hadley in a similar way.

Please Provide the Following Information

Name	Michael Wozniak
Email	[REDACTED]
Address1	3 Oakley Drive
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.

Cell Phone:

**General Questions**

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

Are you a Town Meeting Member? Yes

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

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

If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.

I served on the By-law review committee and the golf commission. I served several years on both but I don't remember the exact dates.

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

I have a Bachelor of Science degree in business management (BSBA), a Masters degree in business administration (MBA) and a Certificate of Advanced and Graduate studies (CAGS). I worked in management positions in several local companies. I also taught Business courses at Chicopee Comp High School.

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?

Email from Town of South Hadley

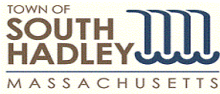
If you indicated another resident or other above, please provide the resident's name or provide additional details.

Field not completed.

Upload a Letter of Interest

Field not completed.

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



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Wed, Sep 20, 2023 at 9:05 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

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Choose up to TWO From the Following Human Rights Commission, Sustainability & Energy 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.

I would like to join both the human rights commission and the sustainability and energy commission.

Please give any details regarding your interest in this appointment.


I'm a bicoastal attorney also practicing in Massachusetts. I operate a green and sustainable law practice. At the beginning of my law career, I volunteered a year of my time to environmental litigation non-profits as well as a diversity in education non-profit all in Oakland, California. I'm a longtime environmentalist who tries to incorporate sustainable decisions into my life. I have maintained a blog for 15 years on my law practice website relating to sustainability as well as diversity issues. I am Middle Eastern, I speak multiple languages and have experience with and living in different cultures. I'm a former teacher as well, having taught in bilingual education classrooms and serving underrepresented populations in California. I would like to bring this experience and knowledge to benefit the town of South Hadley. I have the time and availability to be a member of both committees.

Please Provide the Following Information

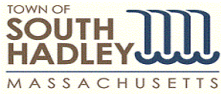
Name Ali Shahrestani

Email [REDACTED]

Address1 10 Sycamore Park

Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	<i>Field not completed.</i>
General Questions	
Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	I'm a bicoastal attorney also practicing in Massachusetts. I operate a green and sustainable law practice. At the beginning of my law career, I volunteered a year of my time to environmental litigation non-profits as well as a diversity in education non-profit all in Oakland, California. I'm a longtime environmentalist who tries to incorporate sustainable decisions into my life. I have maintained a blog for 15 years on my law practice website relating to sustainability as well as diversity issues. I am Middle Eastern, I speak multiple languages and have experience with and living in different cultures. I'm a former teacher as well, having taught in bilingual education classrooms and serving underrepresented populations in California. I would like to bring this experience and knowledge to benefit the town of South Hadley. I have the time and availability to be a member of both committees.
Please list any additional information you think may be helpful in reviewing your application.	See above.
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.	<i>Field not completed.</i>
Upload a Letter of Interest	<i>Field not completed.</i>

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



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Thu, Sep 21, 2023 at 8:11 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.

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Choose up to TWO From the Commission on Disabilities, Sustainability & Energy Committee 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.

Sustainability and Energy
Disabilities

Please give any details regarding your interest in this appointment.

I feel it is important to give back to the community. As a retired sales and marketing manager in the construction materials industry and having worked in the past with people with intellectual disabilities I feel that I can bring a different perspective to the issues that confront the community.

Please Provide the Following Information

Name	Saul N.Mazur
Email	[REDACTED]
Address1	88 Woodbridge Terrace
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.)

My experience in commercial construction and interest in sustainability I feel provides a perspective on the issues that confront the community.

Having worked with children with intellectual disabilities and at one time as the president of a local ARC chapter I feel that I can bring a new perspective to this 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?

Newspaper

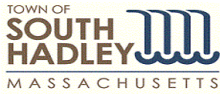
If you indicated another resident or other above, please provide the resident's name or provide additional details.

Field not completed.

Upload a Letter of Interest

Field not completed.

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



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Fri, Sep 22, 2023 at 11:06 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.

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Choose up to TWO From the Sustainability & Energy Committee
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 have had a lifelong interest in energy and environmental issues. After my retirement from UMass I have been working on upgrading the pickup truck I converted to electric drive and consulting with a new startup company that is researching microgrid power smoothing devices. When I first moved to town there was no program to encourage home solar panel installation but I have since taken advantage of the SHEL D incentives and now get about 4.5 MW per year of solar energy to feed back to the grid and defray my electric bill. Having a hydroelectric power source in town also makes for a small footprint energy wise. Sustainable energy will be a factor in reducing the impact of climate change and I'd like to see South Hadley do more to work with SHEL D to increase incentives for home solar photovoltaic installation.

Please Provide the Following Information

Name John

Email Nicholson

Address1 28 Highland Ave.

Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	██████████
Alternate Phone	██████████
Cell Phone:	██████████
General Questions	
Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in town government?	Yes
If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	I served on the planning boards when I lived in Heath and in Conway.
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Degrees in marine biology (BS), electronics technology (AS), and Engineering Science (AS). Worked for the Civilian Conservation Corps ages ago. Worked for UMass Cooperative Fisheries Research Unit in the 1970's but more recently was a lab manager for a clean room facility (20 years).
Please list any additional information you think may be helpful in reviewing your application.	Retirement allows me plenty of time for this type of work and as a town resident I'd like to contribute.
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.	My wife pointed out the notice to me.
Upload a Letter of Interest	<i>Field not completed.</i>

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



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Mon, Sep 25, 2023 at 11:47 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 Cultural Council

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. Cultural Council

Please give any details regarding your interest in this appointment. Hello! My name is Olive and I am a current Mount Holyoke Student, class of 2024. I received notice of the SHCC Associate Board position earlier today and am so thrilled to apply. I am double majoring in Art Studio and Politics with a minor in Law, Public Policy, & Human Rights, and my overarching passion lies in community organizing and art for social change. I look forward to connecting and thank you for this opportunity.

Please Provide the Following Information

Name	Olive Rowell
Email	[REDACTED]
Address1	50 College St
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075

Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	<i>Field not completed.</i>

General Questions

Are you a registered voter in the Town of South Hadley?	No
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.)	<p>This past summer, I worked as a Policy and Community Organizing Associate for Sixth Street Community Center (SSCC), an organization committed to empowering NYC Lower East Side residents through grassroots organizing, education, mutual aid, and programming. SSCC aims to spread and exchange knowledge surrounding food, housing, and climate justice, all while providing aid for members of the community who are directly impacted by these issues. In my roles at SSCC I served as a co-facilitator for the Teen Climate Justice Program, Hiring Manager for the Food Justice Coordinator Position, Creative Administrator, SSCC Representative at conventions and fundraisers, and Co-Creator of the Wilderness Access Program which brought a group of low-income teens, with little to no wilderness experience, to the NJ Pine Barrens. In addition to the work listed above, I also have direct experience with public art in South Hadley and greater Western MA. For the past two years I have been assisting Professor Pasqualina Azzarello, the Easthampton Arts and Culture Program Director, with her personal work as well as Easthampton City Arts projects and events. This includes the Cultural Chaos annual festival as well as spotlighting local artists from Easthampton and beyond. Finally, I was a student in Professor Azzarello's public art course in which we collaborated as a class with the South Hadley community to design and create a public mural which is now installed in South Hadley's BATTERY Brook Park.</p> <p>Through my work at SSCC, in the public art sphere, and several years of community organizing within the institutions and groups I have been involved with, I have significantly built upon my collaborative, leadership, creative, and organizational skills.</p>
Please list any additional information you think may be helpful in reviewing your application.	<p>I feel immensely lucky to have been brought up surrounded by tight knit communities of love and support, specifically in my academic environments. The relationships I have fostered with my professors, classmates, and mentors, have thoroughly impacted what I envision for my future life and work, and the many forms it can take. As a result of these experiences, I now find myself at a clear intersection between community organizing, education, advocacy, and art. Due to my previous</p>

work in similar fields, hands-on mediation and collaborative experience, and interests in community organizing, art, and more, I believe I would be a great addition to the SHCC board, and I would be honored to work with you all.

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.

Through my school's opportunity emails.

Upload a Letter of Interest

[Olive Rowell - SHCC Letter of Interest.pdf](#)

[Quoted text hidden]

Olive Rowell

Mount Holyoke College, 50 College Street, MHC 2828, South Hadley, MA 01075



September 25, 2023

To: South Hadley Cultural Council

Dear SHCC Board,

My name is Olive Rowell and I am writing to express my interest in the opening Associate Member position. I bring extensive outreach, communications, organizing, and creative experience from my past work in grassroots organizing, leadership positions, and public art. Each of these experiences directly stem from my passion for community development through practices of education, community organizing, art, and advocacy. Joining SHCC as an Associate Member would be an organic and exciting continuation of this work, and I am so appreciative of your consideration

Some of my applicable skills and past work experiences include:

- working as a Policy and Community Organizing Associate for Sixth Street Community Center (SSCC), an organization committed to empowering NYC Lower East Side residents through grassroots organizing, education, mutual aid, and programming. In my roles at SSCC I served as a co-facilitator for the Teen Climate Justice Program, Hiring Manager for the Food Justice Coordinator Position, Creative Administrator, SSCC Representative at conventions and fundraisers, and Co-Creator of the Wilderness Access Program which brought a group of low-income teens, with little to no wilderness experience, to the NJ Pine Barrens.
- assisting Professor Pasqualina Azzarello, the Easthampton Arts and Culture Program Director, with her personal work as well as Easthampton City Arts projects and events. This includes the Cultural Chaos annual festival as well as spotlighting local artists from Easthampton and beyond. Finally, I was a student in Professor Azzarello's public art course in which we collaborated as a class with the South Hadley community to design and create a public mural which is now installed in South Hadley's BATTERY Brook Park.

Through my work at SSCC, in the public art sphere, and several years of community organizing within the institutions and groups I have been involved with, I have significantly built upon my collaborative, leadership, creative, and organizational skills. For this reason I believe I could be a great addition to your board. I have a creative mind, I love working with others, I am a hard worker, and I thank you for considering me for this position.

Sincerely,
Olive



Kristin Maher <kmaher@southhadleyma.gov>

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

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

Wed, Sep 27, 2023 at 11:38 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

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

Please give any details regarding your interest in this appointment. Letter attached

Please Provide the Following Information

Name	Melissa Taylor Dresler
Email	[REDACTED]
Address1	4 Grant St
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	4132754427
Alternate Phone	Field not completed.
Cell Phone:	[REDACTED]

General Questions

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

Are you a Town Meeting Member? No

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

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

If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each. I am currently on the Historical District Study Group (I am Vice Chair)

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

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? Another Resident

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

Upload a Letter of Interest [sh board sept 2023.pdf](#)

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

**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.

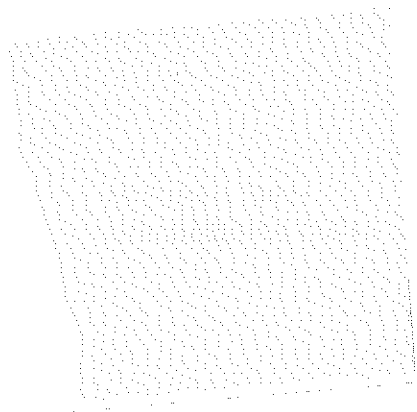
E. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment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



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.

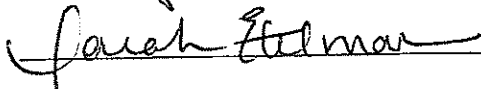
E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

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



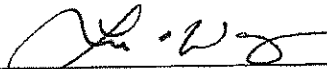
Jeff Cyr, Chairman







Town Administrator



Lisa Wong

Town Counsel approved as to Form:

ATTY. AlexCastro July 29, 2021

To: Selectboard
From: Town Administrator Lisa Wong
Re: Town Administrator Contract
Date: October 3, 2023

Background: At a Selectboard meeting earlier this year, Andrea Miles and Jeff Cyr were appointed as a subcommittee to negotiate a contract with the Town Administrator. The following are discussion points for the Selectboard to consider:

Section 1: Duties - no change. But the job description should be added as an addendum.

Section 2: Term - term July 1, 2024 - June 30, 2027.

Section 3: Salary (current contract is 155k - 165k - 175k)

- Effective July 1, 2024 - June 30, 2025 (FY25) - 180,000
- Effective July 1, 2025 - June 30, 2026 (FY26) - 185,000
- Effective July 1, 2026 - June 30, 2027 (FY27) - 190,000

Comps:

- East Longmeadow (2 months in position) - 135k plus phone/car in FY23
- Amherst - 193k in FY22, 197k in FY23, 200k in FY24, 205k in FY25 (add 6k per year for auto)
- Ludlow (1 year in position) - first year TA 141k plus in FY23
- Palmer (4 years in position) - 143k

Section 4: Suspension, Termination and Severance Pay -

- E. Severance pay is currently 4 months. Change to 6 months for FY25. 7 months for FY26 and 8 months for FY27 (some area communities are 12 months)

Section 5: PBE - Selectboard to review if any language should change.

Section 6: Hours of Work - Remote work policy is in development. Contract could reference that Town Administrator follows any remote work policy.

Section 7: Vacation, Holiday, Sick Leave and Jury Duty -

- A. The Town Administrator may carryover up to five (5) vacation days upon notifying the Selectboard by June 15 annually.

Section 8: Health and Life Insurance - no change

Section 9: Indemnification - no change

Section 10: Other Terms and Conditions of Employment

Fix section letters - there are two "B" Sections

Professional Dues and Activities - change one (1) work day to 2

Section 11: Notices - no change

Section 13: General Provisions - change to Section 12.

**Central Pioneer Valley Health District
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between Chicopee, Holyoke, and South Hadley hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” : and South Hadley in its capacity as Host Agent of the Central Pioneer Valley Health District, (hereinafter referred to as “CPVHD”) this ____ day _____ 2023, as follows:

WHEREAS, the town of South Hadley was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements.

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement.

WHEREAS, the Town of South Hadley, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “**Central Pioneer Valley Health District**,” which shall hereinafter be referred to as the “Collaborative” or “CPVHD.” The Collaborative, acting by and through an advisory board (“Advisory Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of South Hadley, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the

terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which some public health staff and resources of the Municipalities can be consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Town of South Hadley, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the Town of South Hadley shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. Town of South Hadley, shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Advisory Board appropriation by each Municipality, to the extent required.

4. Shared Service Coordinator The Town of South Hadley, as Lead Municipality, shall hire and employ a Shared Service Coordinator who shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Service Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Board, and provide periodic financial status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Service Coordinator and any Town of South Hadley Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of Town of South Hadley and shall be accorded all benefits enjoyed by other Town of South Hadley employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both from the Health Department of each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality, The voting member shall be an employee of the Health Department or a designee of the Health Department. The second representative shall be an associate member who shall sit on the Advisory Board as a full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: One municipality, one vote. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. Roles and Responsibilities of the Advisory Board:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for Central Pioneer Valley Health District.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health (“DPH”) and Office of Local and Regional Health (“OLRH”).
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Service Coordinator
 - 10) Review and provide recommendations on reports from staff and
 - 11) Hire, evaluate, and terminate shared staff
- e. Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement, and appoint and maintain two Advisory Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Collaborative and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Shared Service Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.
7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Advisory Board, or the Town of South Hadley pursuant to this Agreement, shall be deposited with the treasurer of the Town of South Hadley and held as a separate account and may be expended, with the approval of the Advisory

Board, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the Town of South Hadley may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Program Manager for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The Town of South Hadley, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Town of South Hadley shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Advisory Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the CPVHD. It is the intention of the CPVHD to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Program Manager will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any Municipality to fund the CPVHD and a mutually acceptable written contract amendment would be required to do so. Any fees collected for inspections or other services from the constituents of the member municipalities shall remain with the municipality in which the inspection was performed.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any

such funds shall be held by the Town of South Hadley and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only until this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The Town of South Hadley and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, \$3,000,000 aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant.
12. Withdrawal. Any Municipality other than the Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Select Board and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Advisory Board, and a new Lead Municipality shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Program Manager and the Advisory Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.
22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the

Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of South Hadley:

(contact name)
(email)
(phone)
(address)

Chicopee:

(contact name)
(email)
(phone)
(address)

Holyoke:

(contact name)
(email)
(phone)
(address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Host - Town of South Hadley Select Board

Date

Host - Town of South Hadley Board of Health

Date

Chicopee Mayor

Date

Chicopee Board of Health

Date

Holyoke Mayor

Date

Holyoke Board of Health

Date

EXHIBIT A

Grant agreement between the Town of South Hadley and the Commonwealth of Massachusetts –
to be attached

EXHIBIT B

The scope of services the Town of South Hadley shall provide the following services in coordination with member municipalities:

Shared Services will include public health nursing, inspectional services, and health communications served by the Collaborative.

The Municipalities will share following services in coordination with member municipalities:

- A Regional Public Health Inspector Housing to manage and inspect tenant complaints, hoarding situations, lead law compliance, and other housing related situations and connect residents to necessary support services. The Inspector will assist with any court related action necessary as the Town's representative.
- A Regional Public Health Inspector (Food/Environmental) to perform routine food, FOG, and other environmental inspections as assigned by The Towns. This inspector would assist each municipality to meet required inspections per year as determined by the food code and create a consistent inspectional framework for mobile food services. Additional environmental health inspectional services may be requested.

Public Health Nursing services to be shared. This position will be hired by South Hadley and services will include, but may not be limited to infectious disease surveillance, preventative care, immunizations, education and outreach and emergency planning activities.

To: Selectboard
 From: Town Administrator Lisa Wong
 Re: One Day Alcohol License
 Date: October 3, 2023

Background: The Selectboard would like to review the one day alcohol license procedure for the Town. This is part of a continuous responsibility of the Town to better streamline the permitting and licensing process in general. Below is a summary of the permits and licenses typically overseen by the Selectboard, current fee and licenses as of May 11.

Permit / License / Service Name	Fee	Number taken out in FY23 as of Sept 29
1 Day Beer & Wine / Alcohol License	\$40 / \$60	72 / 33
All Alcohol Club License	\$1,000	2
Beer & Wine Package Store / All Alcoholic Package Store License	\$1,000 / \$1,200	4 / 4
Beer & Wine Restaurant / All Alcohol Restaurant License	\$1,000 / \$1,500	0 / 17
Beer Farmer Series Pouring Permit	\$800	1
Beer & Wine Special Section 14 License	\$200	1
Seasonal All Alcohol License	\$700	1
Beer Wine General On Premise / All Alcohol License	\$1,000 / \$1,500	2 / 1
Juke Box License	\$50	6
Entertainment License	\$50	17
Sunday Entertainment License	\$85	10
Theater License	\$50	1
Carry-in BYOB License	\$20	2
Automatic Amusement License	\$75	4
Common Vctualler License	\$50	39
Used Car Dealer License	\$150	9
Junk Dealer License	\$75	0
Junk Collector License	\$75	0
Hawker / Peddler License	\$100	0
Livery License	\$25 flat + \$5 per # cars	1

Applicants are limited to 30 one-day licenses per year. The number of all other alcohol licenses is set by the state. The town has 3 "General on Premise" Beer & Wine licenses available.

Considerations: The following are options for the Selectboard to review. The Selectboard has wide latitude to place conditions on one day licenses.

1. Fee: The fee is non-refundable and considered an application fee. The application clearly says NO REFUNDS and this is a very common practice. In an internet search of various Massachusetts municipal websites, the Town is not aware of any other community that offers refunds. Only one community was found to offer a "RAIN DATE". The cancellation of an event due to any reason does not negate the fee as the fee is for the application process itself, paying for the software and staff time.

Option: The Selectboard can decide whether to accept rain dates. This would be integrated into the application process and the Selectboard would vote on the rain date at the same time as the approval for the application.

2. Customer Support: The Town has used an online permitting program for well over a decade, with the most recent system OpenGov hosting most of the permitting. The Town has a list of licenses and fees online: www.southhadley.org/922/Permits-Licenses. The Permits and Fees webpage is immediately accessible from 3 out of the 5 tabs at the top of the page - "I want to...", "Services", and "Businesses". You can also find various permits via the "Government" tab links to various departments. Additionally there are several "buttons" on the left hand side that can get you information - one is the "online payment" button and the other is the "forms and permits" button. Applicants can also call the Town Administrator's office with any questions, and for assistance with working with other departments for more complicated events and operations.

Option: Since each event is unique, the Town can specify in writing as part of the process to applicants that the approval of a one day alcohol license does mean an applicant has all the licenses they need to operate. A list of other licenses potentially needed can be listed online, how-to's created, and requirements added to the application process so a submission cannot happen unless information is provided. For example, applicants can be required to indicate if they have an entertainment license if there is music, or food permits if there will be food. An application cannot be processed without those answered.

3. Agenda: The licenses have been part of the consent agenda for a few years. It was past practice that the licenses were part of the regular agenda and often applicants were asked to attend the meeting and answer questions.

Option: The Selectboard can determine whether it wants to move the license process from the consent agenda to the regular agenda. The Selectboard can decide or designate the Town Administrator to determine if applicants should come in.

DONNA WHITELEY, Treasurer/Collector
CMMT.CMMC

To: Selectboard
From: Donna Whiteley
Date: September 26, 2023
Subject: Sewer Use Fee Warrant

I am requesting a Sewer Use Fee Warrant for the billing date of October 1, 2023 in the amount of \$1,574,160.

Cc: Accounting

To: Selectboard
From: Town Administrator Lisa Wong
Re: Short Term Rental Application Fee
Date: October 3, 2023

Background: Town Meeting approved Short Term Rental bylaws in May 2023. The Short Term Rental bylaw was just approved by the Attorney General's office in September 2023. The Selectboard has the authority to set the fee for this application. The application is in the final stages of completion and there are already owners ready to apply.

Fee: Based on the report by FRCOG attached to the September 19, 2023 meeting discussion, here are some annual fees set by other communities with Short Term Rentals.

Amesbury \$200
Arlington \$25/bedroom
Fairhaven \$200
Manchester-by-the-Sea \$100
Newton \$100

Recommendation: That the Selectboard set the Short Term Rental application fee at \$100.

To: Selectboard
From: Town Administrator Lisa Wong
Re: Senior Work Off Program
Date: October 3, 2023

Background: The Selectboard discussed the Senior Work Off Program in the Spring of 2023 and solicited input from the public. The comments so far are attached to this memo. The Selectboard also requested that the Town Administrator work with internal departments to review the program and to make recommendations. The Selectboard does not have to decide on specific guidelines at this time and can do that if Town Meeting votes to adopt Mass General Law chapter 59, Section 5k.

Step One: Acceptance of G.L. c. 59, § 5K by **vote of Town Meeting**. The acceptance vote should explicitly state the fiscal year in which the program under the particular statute will first be available. As with all statutory acceptances, the town clerk should notify the Municipal Databank if G.L. c. 59, § 5K is accepted. The notification should be made as soon as possible after the vote. The recommendation is to bring this to the Special Town Meeting on November 15, 2023, so that if accepted, the program can begin in Fiscal Year 2025 and be considered as part of the development of the FY25 budget. If this is considered at the Annual Town Meeting at the same time as the consideration of the budget, then this program would not be ready to start in FY25.

Step Two: Adoption of local **program, bylaw and rules**. After acceptance of the statute, the Town may adopt a new by-law establishing the program and the Selectboard may further establish any local rules and procedures for the program. The Town should anticipate coordination of the assignment of program participants to the various municipal departments where they will perform their volunteer services.

Step Three: **Budget in the Overlay Account** rather than through appropriations. Therefore, the amounts needed to operate the programs should be considered when the municipal budget is developed. The assessors should factor in the amounts needed to fund the programs when determining overlay needs each year.

At a minimum, the local rules/bylaw adopted should determine

- the abatement amount (most allow the maximum of \$1500),
- the minimum age (most are 60 or 65),
- the hourly rate,
- whether to include Veterans
- What Kinds of Jobs Are Available - The Town is compiling a list of potential jobs for each department. Eligible applicants are matched with positions based on their skills and interests and the needs of the departments.
- Any income asset limitations on eligibility. This is up to the Town's discretion. The volunteer does not have to be domiciled on their property to qualify for either volunteer work-off abatement program unless the Town adopts a local rule requiring domicile.
- Any limitations on the number of volunteers or the types of work they may do.
- The use, if allowed, of approved representatives as a proxy to perform the services for volunteers physically unable to perform the work themselves. However, allowing may cause additional requirements as DOR advises communities that adopt this option should consult with the United States Internal Revenue Service (IRS) regarding the proper reporting procedure when the earnings result from work performed by a proxy.

Name	Date	Comment	Additional Info
Pauline	7/11/2023	I believe this would be a valuable program, works well in other communities, affords an opportunity for low income seniors who might be in tax trouble or need some assistance.	
Judy	7/11/2023	I believe the town of South Hadley should have a Senior Tax Work-Off Program. Seniors need a way to reduce tax liabilities. Working for the rebate ensures that the town doesn't lose revenue. It's a necessary win-win for both the town and for seniors in need.	
George	7/13/2023	I think a Senior tax work off program is a good idea. When I lived in Dracut, they had their version which is still being used today. Back then (2010) I believe you had to commit to 40 hours minimum. I believe they paid about \$10 per hour in abatement, with a cap of \$500. Their current plan application is attached. It is a little different than it was, but looks like something worth emulating.	Submitted example from Dracut
Judy	7/15/2023	I'm intrigued by the idea of this program but have lots of questions about how it actually works on the ground, so to speak. I'm attaching a memo listing some of my questions, and I'd be happy to talk with you, or the COA, about it at any time.	Submitted sheet of questions
Barbara	7/17/2023	Giving seniors an opportunity to help with their tax burden while giving back to the town would mean so much both for the Senior and for the town. Please approve this program.	
Lucia	7/18/2023	I believe the Senior Tax Workoff Program could be useful for the town and its senior residents. I am concerned, though, that the state's income matrix for this program may leave out many people who could use this benefit. Taxes in our community have increased significantly, while cost-of-living adjustments to retirement benefits, especially for non-union and non-municipal retirees in the state 'pension' system, have not kept pace with actual costs. With the difficulties in the housing market, downsizing is not an easy option. Many potential buyers are put off by increasingly high property tax assessments, and the costs of relocating can easily negate any potential savings. As the real-life impacts of housing, in particular, are not addressed by either Social Security or Mass. Retirement it may be worth exploring whether there are any options to adjust the income matrix to allow more homeowners to participate.	
Ana	7/30/2023	Yes, I think the town of So. Hadley should allow eligible seniors to earn tax abatements up to \$ 1,500 for doing volunteer work.	
Barbara	8/15/2023	I am writing to you in favor of the creation of a tax work off program for seniors in South Hadley. I've often wondered why the town does not have a program like this, considering that all of the surrounding towns, such as Amherst, Northampton, Holyoke and Easthampton offer tax work off programs. Inflation has taken a toll on many low income seniors who would like to continue to age in place in their own homes. A senior who is struggling financially might consider selling their home to move into affordable apartments, but my understanding is that there are long waiting lists for affordable senior apartments. After reading the article in the June 3 Town Reminder I was dismayed to learn that several Board members objected to the proposed program. Given that most surrounding towns are operating similar programs, why is our town not in favor of doing the same? There were no clear reasons described in the article for these objections. I'd like to hear what each Board member has to say regarding this proposal. Could a public forum at the Senior Center be arranged for this purpose? I'm sure there are many seniors who are not even aware that this program is being considered. Thank you for your attention in this matter.	
Peggy	8/26/2023	Thank you for the opportunity to let us express our opinion on the incentive program on the tax work off. Personally, I welcome this incentive. I recently retired in 2021 thrilled that I was able to reach this milestone in life. I have owned my condominium in South Hadley for the past 25 years, being the original unit owner. With retirement in sight I set myself a budget like most people only to see a huge tax increase in 2022 due to the inflated market values of real estate, in particular condominiums. My unit went from \$169,100 in 2019 to \$234,100 in 2022! My 2022 tax increase was over \$1,000.00 from my prior 2021 tax bill, which was huge. I always expect an increase, however \$1,000 was not expected. I have worked in the insurance industry for over 40 years, real estate comes in 10 year cycles, with the highs and lows of the market. However, our taxes will not decrease nor do I expect them to, but having some relief as in the program I believe would be beneficial to many of us. Other surrounding towns offer incentives such as senior citizen discounts as well as the work off program, my hope is South Hadley will also consider this. I welcome this opportunity and would be excited to participate in the savings. Thank you for the opportunity to express my viewpoint.	
Judith	8/26/2023	I would like to respond to the feedback request about the tax work-off program. For many years I have heard about surrounding communities offering this much-needed perk to its senior citizens. I've been a South Hadley resident for most of my life. While it's not voluntary I have worked the polls for 20 years. Now that I'm fully retired I volunteer at the senior center whenever I can as well as the Friends of the Seniors and a few one-time events. My late husband Wayne Dorsett was very active in town, being on many committees in a volunteer capacity, including the planning committee for the police station. Now that I am self-supporting I find that I basically live hand to mouth each month. With rising costs I have to closely budget my funds. As you know everything has gone up, whether it's insurance, food, services to maintain the house, auto expenses etc. When my quarterly real estate tax bill is due (around \$1,300) I am generally so broke that I have to put certain items on a credit card and deal with that the next month. Add to this sewer tax bill, trash fee, excise tax it becomes somewhat overwhelming. I am absolutely in favor of a tax incentive for seniors based on my personal situation. I believe it would save the town money by using the talents of the many seniors who would be willing to work off some of their tax debt. Please consider instituting this program. Thank you for your considerations.	
Michael	8/27/2023	Senior tax work off program would be a wonderful program. I already volunteer at the library going on 1 year and the extra money off my property tax would help with extra monies for food and medical since I have a fixed income from ssi. It would be a welcome help. Please help your fellow south hadley seniors.	

Karen	8/28/2023	<p>Please accept this email as offering my strong support for the proposed Senior Tax Work-Off program. (STWOP) I recently viewed a video from a few years back from the Northampton Senior Center. Their Director and the Major of the City were praising this program, and encouraging others to participate. They noted that at that time, there were 145 communities in Massachusetts who were participating in this type of program. They stressed the benefits that the STWOP provided to seniors, city departments, and the community as a whole. Seniors were placed in their schools, the senior center, and the Board of Health. They were bringing their reliability, experience, and positivity to city departments that were in need of their skills in order to complete projects, and offer vital competence to their workplaces. There is no question that seniors need as many opportunities as possible in order to keep active, social, and engaged with our local community. This would also help those who qualify financially with meeting their monetary goals. Seniors need more choices in activities that offer them purpose and continued involvement with the local community. So many times I observe seniors who have isolated themselves from any type of daily routine, and are susceptible to depression and worsening cognitive decline. Adding seniors to our community departments will offer intergenerational opportunities for nurturing relationships, offering support, and recognizing the value of seniors in the town. Please support the STWOP. We need to offer options to our community dwelling seniors, and the town will greatly benefit from their involvement!</p>	
Donna	9/7/2023	<p>I feel this program would be a win-win. You would be engaging seniors in volunteering, while easing their property tax bill. My only question is what you would call "income-eligible seniors"? After reading the Mass General Law Chapter 59 Section 5k, I believe the limit of income is the decision of the town.</p>	
Diane	9/9/2023	<p>I support adoption of Mass General Law Chapter 59, Section 5k to allow income-eligible seniors to earn up to a \$1,500 abatement off their property taxes in exchange for volunteering in municipal departments and entities. Seems a win-win for all by helping participating departments with their work-load and also providing seniors a sense of purpose and well-being in addition to the monetary abatement.</p>	

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

Lisa Wong
Town Administrator

Town Administrator's Report to Selectboard October 3, 2023

Administration, Finance and Operations

- **South Hadley Elementary School:** The Massachusetts School Building Authority conducted a site visit to the Mosier Elementary School and will vote at their December meeting on the projects that will be invited into the Eligibility Period. The School Committee plans to host a public forum at their next meeting - scheduled for Wednesday, October 11 at 6pm.

Community

- **SHOWCASE South Hadley:** October 7-8. www.southhadleyarts.org.

Facilities

- **Beachgrounds:** The Project is out to bid and seeking proposals for the safety netting due Oct. 10.

Planning

- **Housing Production Plan:** The draft plan has been released and the open comment period will extend to late October. The Selectboard and Planning board will vote at a joint meeting in December. <https://www.southhadley.org/1372/Housing-Production-Plan>

Public Health

- **Vaccine Clinic:** The Board of Health is organizing a vaccine drive through at Beers & Story parking lot - 646 Newton Street on October 10 from 2-6pm. Vaccines are free and available for ages 6 and up. Vaccines include the flu, COVID-19, shingles and Hepatitis C.

Public Works

- **Grant:** The Massachusetts Department of Environmental Protection has awarded the Town of South Hadley Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town will receive \$4,620. Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions, and supporting economic activity in the Commonwealth. Recycling Dividend Program funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction, and more.