

**HYBRID SELECTBOARD MEETING
TUESDAY, OCT. 24, 2023
AGENDA
SENIOR CENTER LARGE CONFERENCE 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 Oct. 3, 2023
- 3. ANNOUNCEMENTS / PUBLIC COMMENT**
- 4. CONSENT AGENDA**
 - A. Multiple one-day beer & wine license requests from Elizabeth Sawyer for Oct. 31, Nov. 8 and Dec. 1
 - B. One Day Beer & Wine license request from Larry Dubois for Oct. 29
- 5. TRI-ANNUAL INTERVIEWS & APPOINTMENT**
 - A. Dave Mendoza – Veterans Council (Virtual)
 - B. Ali Shahrestani – Sustainability and Energy Commission (Virtual)
 - C. McKinzie Kandel – Capital Planning Committee, Council on Aging (In person)
 - D. Lara Asarese - Council on Aging, Commission on Disabilities (In person)
 - E. John Parenteau – MPIC, ZBA (In person)
- 6. NEW BUSINESS**
 - A. Property Tax Exemptions
 - B. Remote Work Policy
 - C. Performance Based Evaluations
 - D. Human Rights Commission update
 - E. Town Meeting Warrant
 - F. Holiday Stroll Dec. 1 Town Common use
 - G. Review of One Day Licenses at McCrays
 - H. ARPA - Judd Brook
- 7. OLD BUSINESS**
 - A. Public Health Excellence for Shared Services Inter-Municipal Agreement
 - B. Town Meeting Review Committee Update
 - C. Town Administrator Contract
- 8. TOWN ADMINISTRATOR’S REPORT**
- 9. ADJOURN**

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

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

CALL TO ORDER

Miles called the meeting to order at 6:30 p.m.

APPROVAL OF MINUTES

Constant motioned to approve the draft minutes of Sept. 19, 2023 as presented. Sweeney seconded. All in favor. Unanimous.

CONSENT AGENDA

Cyr motioned to approve the consent agenda. Casolari seconded. All in favor. Unanimous.

The consent agenda consisted of a One-Day Beer & Wine License request from Larry Dubois for Oct. 21 and a One-Day Beer & Wine License request for Kim Prough for Nov. 11.

Cyr motioned to amend the consent agenda Item A to include an alternate date of Oct. 22 for Larry Dubois' Oct. 21 event. Sweeney seconded. All in favor. Unanimous.

PUBLIC HEARING – 7:05 P.M. – 3 Corners Package Store - potential suspension or revocation of liquor license – verbal update from business owner

Cyr moved to continue the public hearing to Nov. 7 at 7:05 p.m. in a hybrid meeting on Zoom and at the senior center. Sweeney seconded. All in favor. Unanimous. A fire inspection needs to be completed before the store can reopen.

PUBLIC FORUM – 7:15 p.m. - MGL Chapter 64G Section: Local room occupancy excise and community impact fee

Following the forum, Cyr suggested a 4% room tax and a 3% Community Impact Fee with 100% of the extra 3% to go toward affordable housing and infrastructure. The board agreed.

TRI-ANNUAL INTERVIEWS

The board interviewed Saul Mazur for the Sustainability and Energy Commission and Commission on Disabilities (prefers the CoD if unable to appoint to both); John Nicholson for the Sustainability and Energy Commission and Olive Rowell for the Cultural Council.

TOWN ADMINISTRATOR CONTRACT

The board agreed to table the contract to its next meeting on Oct. 24 and requested additional salary comparisons from municipalities similar in size to South Hadley with and without

oversight of fire and water districts, as well as a PBE document, a remote work policy and the TA job description.

PUBLIC HEALTH EXCELLENCE FOR SHARED SERVICES AGREEMENT

Sweeney motioned to accept the Public Health Excellence for Shared Services Inter-Municipal Agreement and authorize the Town Administrator to sign. Constant seconded. All in favor. Unanimous.

ONE-DAY ALCOHOL LICENSES

Casolari motioned to accept alternative dates for one-day beer and wine licenses. Cyr seconded. All in favor. Unanimous.

CULTURAL COUNCIL

Cultural Council member John Anz provided an update on the committee's activities, upcoming events and the open grant period.

SEWER USE FEE WARRANT

Constant motioned to approve the sewer use fee warrant for the billing date of Oct. 1, 2023 in the amount of \$1,574,160. Cyr seconded. All in favor. Unanimous.

SHORT TERM RENTAL FEE

Constant motioned to set the Short-Term Rental Fee at \$100. Cyr seconded. All in favor. Unanimous.

SENIOR WORKOFF PROGRAM

The board endorsed including this program on the upcoming town meeting warrant.

TA REPORT

For the full town administrator's report, see the Oct. 3, 2023 Selectboard meeting packet.

ADJOURN

Cyr moved to adjourn. Sweeney seconded. All in favor. Unanimous.

The meeting adjourned at 9:49 p.m.

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



OD-115

1 Day Alcohol License

Status: Active

Submitted On: 9/28/2023

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

Number of Dates Requested

2

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

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

Event Details

Date of Event*

10/31/2023

Alternate Date

—

I acknowledge that the alternate date is only valid if the event is rescheduled.

Name or Organization Hosting Event*

Class of 2024

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

Senior Class is hosting their Oktoberfest event

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

Oktoberfest serving beer and wine in Willits Hallowell Center parking lot. They want an outdoor event.

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

Parameters will be set up in location

Street address of where the event is held*

Willits Hallowell Center lower parking lot - 50 College St. South Hadley, MA 01075

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

4:00pm - 11:30pm

Date of Event*

12/01/2023

Alternate Date

—

I acknowledge that the alternate date is only valid if the event is rescheduled.

Name or Organization Hosting Event*

Class of 2024

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

Senior class hosting a reception in the Art Museum with a tour of the Museum

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

Reception serving beer and wine in the Art Museum Lobby

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

There will be parameters set up in location

Street address of where the event is held*

Art Museum Lobby - 50 College St. South Hadley, MA 01075

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

4:00pm - 11:30pm

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-116

1 Day Alcohol License

Status: Active

Submitted On: 10/16/2023

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*

11/08/2023

Alternate Date

–

I acknowledge that the alternate date is only valid if the event is rescheduled.

Name or Organization Hosting Event*

President's Office

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

A social event celebrating the Founding of the College

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

Event will be held on Campus in Shattuck Hall Cassani Room

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

Consumption will only be allowed inside the room.

Street address of where the event is held*

Shattuck Hall, Cassani Room, 50 College St. South Hadley, MA 01075

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

3:00pm - 9:00pm

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.*



OD-117

1 Day Alcohol License

Status: Active

Submitted On: 10/19/2023

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*	Alternate Date
10/29 /2023	10/28/ 2023
I acknowledge that the alternate date is only valid if the event is rescheduled.	Name or Organization Hosting Event*
<input checked="" type="checkbox"/>	Friends of Buttery Brook Park
Describe in a paragraph specific details of the event and what is taking place.*	
Pickle ball and cornhole competition	
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 basketball court	South entrance clost and parking lot on other side all other areas fenced
Street address of where the event is held*	Hours of operation (Ex. 8:00 AM - 5:00 PM)*
123 Willimansett St.	12:00 - 8:00pm

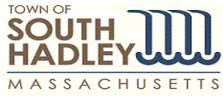
Signature

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.*





Kristin Maher <kmaher@southhadleyma.gov>

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

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

Thu, Sep 28, 2023 at 2:44 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 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.

Please give any details regarding your interest in this appointment. I served for nearly 30 years in a USAF uniform and I am passionate about assisting veterans with their healthcare benefits as a career. I volunteer as the Post Commander of VFW Post 3104 here in South Hadley.

Please Provide the Following Information

Name	Dave Mendoza
Email	[REDACTED]
Address1	48 Ashton Ln
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	[REDACTED]

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? 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. Recreation Commission

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) Actively involved in multiple Veteran groups: Team RWB (Social Director) American Legion, ANG Alumni Association, and Pioneer Valley USO. This past summer, volunteering at Picnic in the park.

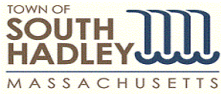
Please list any additional information you think may be helpful in reviewing your application. Looking forward to serving our local veteran community!

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

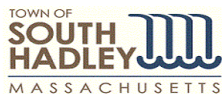
Name Ali Shahrestani

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>

Wed, Oct 4, 2023 at 10:45 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 Capital Planning Committee, Council on Aging

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

- #1: Capital Planning Committee
- #2: Council on Aging

Please give any details regarding your interest in this appointment.

I would love to apply my diverse skill set managing teams, owning a budget, forecasting business needs with the needs of our town. We have lived and owned a house in South Hadley for 10 years now and enjoy many things about this community. I would be happy to be a part of our community in this way.

Please Provide the Following Information

Name	McKinzie Kandel
Email	[REDACTED]
Address1	113 East Street
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.)

- Managing teams
- Managing a budget and forecasting the needs of a business
- Worked in a large tech company with experience working and collaborating with many different teams
- Trained in compassionate leadership

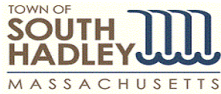
Please list any additional information you think may be helpful in reviewing your application. *Field not completed.*

How did you learn of the vacancy you are applying for? Other

If you indicated another resident or other above, please provide the resident's name or provide additional details. My husband saw the need for volunteers in an article online

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>

Thu, Oct 5, 2023 at 9:17 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 Commission on Disabilities, Council on Aging
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.

Council on Aging, Commission on Disabilities

Please give any details regarding your interest in this appointment.

I am a retiree volunteer with the Council on Aging Outreach Program, led by Kathy Florence. I am a person with a disability, and I assist my teenage daughter in her job as a PCA to an 11-year-old girl with Down Syndrome.

Please Provide the Following Information

Name	Lara Asarese
Email	[REDACTED]
Address1	29 FULTON ST
Address2	Field not completed.
City	SOUTH HADLEY
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.

Cell Phone: *Field not completed.*

General Questions

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

Are you a Town Meeting Member? No

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

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

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) I am a volunteer with the Council on Aging Outreach Program. I am a Certified Peer Specialist, Certified Older Adult Peer Specialist, and have been employed as a Recovery Coach. I am a past volunteer for the Massachusetts Commission for the Blind.

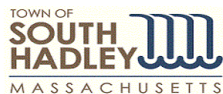
Please list any additional information you think may be helpful in reviewing your application. *Field not completed.*

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, Oct 6, 2023 at 6:12 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 Master Plan Implementation Committee, Zoning Board of Appeals

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.
1. Master Plan Implementation Committee
2. Zoning Board of Appeals

Please give any details regarding your interest in this appointment. I am a life-long resident of South Hadley, and I am a Civil Engineer with two years of experience. I am interested in serving my community in a new way, and I believe my technical background will be an asset in either of the roles indicated above.

Please Provide the Following Information

Name	John Parenteau
Email	[REDACTED]
Address1	64 San Souci Drive
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.

Cell Phone: *Field not completed.*

General Questions

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

Are you a Town Meeting Member? No

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

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

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.) I am a Civil Engineer with two years of experience. I have worked on the planning and designing of private commercial developments and roadway infrastructure projects. I have worked on developing technical guidance documents and project applications for towns. I am familiar with interpreting and complying with town/city zoning laws.

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? Other

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 [Parenteau.pdf](#)

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

John Parenteau
64 San Souci Drive
South Hadley, MA 01075

[REDACTED]

[REDACTED]

6 October 2023

South Hadley Town Hall
116 Main Street
South Hadley, MA 01075

To whom it may concern,

I am strongly interested in serving on the Master Plan Implementation Committee or on the Zoning Board of Appeals. With my experiences as a civil engineer and life-long resident of the Town of South Hadley, I am excited by the prospect of serving my community in a new, important way.

Throughout my two-year long career as a Civil Engineer, I have gained valuable experience in planning and designing private commercial developments and roadway infrastructure projects. Working on these types of projects and seeing the impact of them have opened my eyes to the unique challenges and opportunities faced by the surrounding communities.

I am particularly drawn to the positions of Master Plan Implementation Committee Member or Zoning Board of Appeals Member because it offers the chance to shape the future of the Town of South Hadley with my fellow residents. My ability to analyze complex problems and develop practical solutions will be assets in this role.

Over the years, I have often sought to step up and serve my surrounding community. I participated in the Bag the Community program each January over a five-year span, directly collaborating with residents of South Hadley to make an important impact. Additionally, I served as Vice President on the South Hadley High School Student Council, advocating for a better, safer school environment for all students.

I am committed to serving my community responsibly and transparently, and I believe my experiences as a Civil Engineer and a dedicated resident in the Town of South Hadley make me a well-suited candidate for the Master Plan Implementation Committee or the Zoning Board of Appeals.

Thank you for considering my application.

Sincerely,

John Parenteau

Tri-Annual Appointments 2023

Sustainability and Energy Commission

[CONTESTED]

One Vacancy (2025)

1. Saul Mazur (Prefers CoD over SEC)
2. John Nicholson
3. Ali Shahrestani

Commission on Disabilities [CONTESTED]

One Vacancy (2024)

1. Saul Mazur (Prefers CoD over SEC)
2. Lara Asarese

Veterans Council

Seven vacancies (2 2024, 2 2025, 3 2026)

1. Dave Mendoza

Capital Planning Committee

One SB representative vacancy (2025)

1. McKinzie Kandel

Council on Aging Board

Three vacancies (2026)

1. McKinzie Kandel
2. Lara Asarese

MPIC

Three vacancies (2026)

1. John Parenteau

Zoning Board of Appeals

One Associate vacancy (2025)

1. John Parenteau

Cultural Council

*3 Regular vacancies, 2 Associate vacancies
(2 Reg. 2024, 1 Reg. 2026, 2 Assoc. 2026)*

1. Olive Rowell
2. Eric Weiss

Historical Commission

One vacancy (2026)

1. Melissa Taylor Dresler

To: Selectboard
From: Town Administrator Lisa Wong
Re: Exemptions
Date: October 24, 2023

Background: Below is a highlight of some exemptions allowed by the state in the form of local options..
The Assessor has prepared the chart of exemptions that is attached to this memo.

Local Options:

- G.L. c. 59, § 5, Clause 5K: Allows persons over the age of 60 to volunteer to provide services in exchange for a reduction on real property taxes. To be considered at the 11/15/23 Town Meeting
 - G.L. c. 59, § 5, Clause 5L: Allows veterans or spouse if veteran is deceased to volunteer to provide services in exchange for a reduction on real property taxes.
- A. G.L. 59 § 5, Clause 17: \$175.00 for Senior, Surviving Spouse, Minor Child of Deceased Parent
Whole Estate Limit = \$20,000, Senior - Own/occupy property for 10 years. Survivor - None.
- South Hadley adopted Clause 17C, 17D - increase Estate Limit to \$40,000, decrease 5 years
 - 17E not adopted - increase Estate Limit automatically each year by state determined COLA
 - 17F not adopted - increase exemption amount annually by any % up to state determined COLA.
Town Meeting must vote to fix the % increase
 - Clause 18A not adopted - Town Meeting may note to reduce the interest below 8%
- B. G.L. c. 59, § 5, Clause 37: \$437.50 for Legally blind. No durational ownership * or domiciliary**requirement.
- 37A not adopted - increase exemption to \$500.
- D. G.L. c. 59, § 5, Clause 41: \$500 for Seniors Age 70+. No durational ownership * or domiciliary**requirement.
- Gross Receipts: \$6,000 Single \$7,000 Married Whole Estate: \$17,000 Single \$20,000 Married
- 41B adopted in 1984, 41C adopted in 1987. Limits were increased in 2012 - increase exemption, decrease age, increase limits
 - 41C ½ not adopted - reduce age to 65, increase exemption (valuation based exemption)
 - 41D not adopted - Increase gross receipts automatically by state determined COLA
- E. G.L. c. 59, § 5, Clause 41A: Senior deferral for age 65+. Gross receipts of \$20,000 or less. Own any 5 years and domicile in Mass for 10 years
- Town Meeting may vote to Increase gross receipts limit up to income single seniors who are not heads of households may have to qualify for the “circuit breaker” state income tax credit;
Reduce interest below 8%

*In addition to the general requirement that taxpayer own property on July 1.

**In addition to the general requirement that taxpayer occupy the property as their domicile on July 1.

Note: persons must meet status (i.e. veteran, senior, blind etc.) requirement as well as any additional requirements pursuant to the chapter, section and clause.

Recommendation: Discuss which options to research further in preparation for the Annual Town Meeting

116 MAIN STREET, SUITE M18, SOUTH HADLEY, MASSACHUSETTS 01075-2896

Personal Exemption Statutes and Local Options Analysis

Statutory					Local Option Personal Exemption Statutes -Require Acceptance/Action by Legislative Body										Reimbursement Information		
General Law Clause	Statutory limits/Requirements	Amount	Durational Ownership*	Durational Domiciliary **	Exemption Type	Citation	Effect	Durational Ownership*	Durational Domiciliary **	Acceptance By South Hadley	Gross Receipts Limit	Whole Estate Limit	Exemption Amount	Statutory Reimbursement Amount	Number granted in Fiscal 2023	Fiscal 2023 Expenditures	Fiscal 2023 Reimbursement
G.L. 59 § 5, Clause 17	Whole Estate Limit = \$20,000	\$ 175.00	Senior - Own and occupy property as domicile for any 10 years. Survivor - None	Senior - same as ownership Survivor - None	Senior, Surviving Spouse, Minor Child of Deceased Parent	G.L. 59 § 5, Clause 17C, 17C1/2, 17D	Supesedes Cl. 17, or previously accepted version. Increases whole estate limit.	Senior - Own and occupy property as domicile for any 5 years. Survivor - None	Senior - same as ownership Survivor - None	Clause 17C - 5/5/1984 Clause 17D - 2/10/1987		\$40,000	\$ 175.00	Total amount reimbursed in last year Clause 17 was used	18	\$ 3,150.00	\$ 525.00
					Senior, Surviving Spouse, Minor Child of Deceased Parent	G.L. 59 § 5, Clause 17E	Increases whole estate limit automatically each year by COLA as determined by DOR										
					Senior, Surviving Spouse, Minor Child of Deceased Parent	G.L. 59 § 5, Clause 17F (previously G.L. c. 59 § 5 provision added by St. 1995, c. 181 as last paragraph of c. 59, § 5)	Increases exemption amount annually by any % up to COLA as determined by DOR. Legislative body must also vote to fix % increase.										
G.L. 59 § 5, Clause 18	Assessors discretion	Any		none	Hardship deferral	G.L. c. 59, § 5, Clause 18A	Legislative body may vote to reduce interest below 8%	None	Domiciled in MA for the 10 consecutive years before the exemption year			n/a	Any	None			
G.L. 59 § 5, Clause 22(a)	Veterans with minimum 10% service connected disability	\$ 400.00	None	Domiciled in MA for the 6 consecutive months before entering the service OR domiciled in MA for the 5 consecutive years (2 years beginning in in FY 2020)	Veteran									\$225.00	102	\$ 40,800.00	\$ 22,950.00
G.L. 59 § 5, Clause 22(b)	Veterans of certain pre-World War I conflicts	\$ 400.00	None	same as 22(a)	Veteran									\$225.00			
G.L. 59 § 5, Clause 22(c)	Veterans awarded purple hearts	\$ 400.00	None	same as 22(a)	Veteran									\$225.00			
G.L. 59 § 5, Clause 22(d)	Spouses (when property is owned by spouse, not veteran) and surviving spouses of Clause 22(a) –(c) veterans or of soldiers and sailors who died serving in certain 22(b) pre-World War I conflicts	\$ 400.00	None	same as 22(a)	Veteran									\$225.00			
G.L. 59 § 5, Clause 22(e)	Gold star parents	\$ 400.00	None	same as 22(a)	Veteran									\$225.00			
G.L. 59 § 5, Clause 22(f)	Surviving spouses of World War I veterans whose whole estate, less mortgage balance on property, does not exceed \$20,000	\$ 400.00	None	same as 22(a)	Veteran									\$225.00			
G.L. 59 § 5, Clause 22A	Veterans who lost, or had permanent loss of use of, one hand, foot or eye in the line of duty or who were awarded the Congressional Medal of Honor, Distinguished Service Cross, Navy Cross or Air Force Cross (and Prisoners of War beginning in FY2020)	\$ 750.00	None	same as 22(a)	Veteran									\$575.00			
G.L. 59 § 5, Clause 22B	Veterans who lost, or had permanent loss of use of, two hands, feet or eyes in the line of duty	\$ 1,250.00	None	same as 22(a)	Veteran									\$1,075.00			

Personal Exemption Statutes and Local Options Analysis

Statutory					Local Option Personal Exemption Statutes -Require Acceptance/Action by Legislative Body										Reimbursement Information			
General Law Clause	Statutory limits/Requirements	Amount	Durational Ownership*	Durational Domiciliary **	Exemption Type	Citation	Effect	Durational Ownership*	Durational Domiciliary **	Acceptance By South Hadley	Gross Receipts Limit	Whole Estate Limit	Exemption Amount	Statutory Reimbursement Amount	Number granted in Fiscal 2023	Fiscal 2023 Expenditures	Fiscal 2023 Reimbursement	
G.L. 59 § 5, Clause 22C	Veterans with 100% disability in the line of duty and whose domicile is specially adapted housing acquired with assistance from VA	\$ 1,500.00	None	same as 22(a)	Veteran									\$1,325.00				
G.L. 59 § 5, Clause 22D	Surviving spouses (who have never remarried) of active duty military personnel (including National guardsmen on active duty) or veterans who (1) died as a proximate result of injuries sustained or diseases during active duty, or (2) are missing in action and presumed to have died	Full	None	Domiciled in MA for the 5 consecutive years (2 consecutive years beginning in FY 2020) before the exemption year OR deceased spouse domiciled in MA for the 6 consecutive months before entering the service	Veteran									Amount Granted	1	\$ 3,864.25	\$ 3,864.25	
G.L. 59 § 5, Clause 22E	Veterans with 100% disability in the line of duty (annual certificate required)	\$ 1,000.00	None	same as 22(a)	Veteran									\$825.00	67	\$ 67,000.00	\$ 55,275.00	
G.L. 59 § 5, Clause 22F	Paraplegic veterans Veterans with 100% disability for service-connected blindness	Full	None	same as 22(a)										All but \$175 of exemption granted	1	\$ 3,952.15	\$ 3,674.30	
					Veteran	G.L. c. 59, § 5, provision added by St. 1993, c. 110, §110 (within last paragraph of c. 59, § 5, Clause 22F)	Reduces residency requirement for veterans who were not domiciled in Massachusetts 6 months before entering the service from 2 to 1 year before application - Applies to all veteran exemptions, except Clause 22H	N/A	N/A					N/A				
					Veteran	G.L. c. 59, § 5, Clause 22G	Exempts persons otherwise eligible for a Clause 22, 22A, 22B, 22C, 22D, 22E or 22F exemption when legal title is held by a trustee, conservator or other fiduciary for the person's benefit	N/A	N/A					N/A				
					Veteran	G.L. c. 59, § 5, Clause 22H	Exempts surviving parents or guardians of active duty military personnel (including National guardsmen on active duty) or veterans who (1) died as a proximate result of injuries sustained or diseases during active duty, or (2) went missing in action and are presumed to have died. (Beginning in FY2020)	None	Domiciled in MA for 5 consecutive years before applying OR deceased spouse domiciled in MA for 6 consecutive months before entering the service	5/10/2023	n/a	n/a	Full	None				
G.L. c. 59, § 5, Clause 37	Legally blind	\$ 437.50	None	None	Blind	G.L. c. 59, § 5, Clause 37A	Supersedes Cl. 37 Increases amount of exemption to \$500	None	None				\$ 500.00	\$87.50	14	\$ 3,125.00	\$ 1,225.00	
G.L. c. 59, § 5, Clause 41	Gross Receipts: \$6,000 Single \$7,000 Married Whole Estate: \$17,000 Single \$20,000 Married	\$ 500.00	None	None	Senior (age 70+)	G.L. c. 59, § 5, Clause 41B	Supersedes Cl. 41, or previously accepted version Increases gross receipts and whole estate limits	Owned and occupied the property, or any other MA property, as domicile for any 5 years	Domiciled in MA for the 10 consecutive years before the exemption year	N/A			\$500.00		19	\$ 11,400.00	\$ 9,500.00	

Personal Exemption Statutes and Local Options Analysis

Statutory					Local Option Personal Exemption Statutes -Require Acceptance/Action by Legislative Body										Reimbursement Information			
General Law Clause	Statutory limits/Requirements	Amount	Durational Ownership*	Durational Domiciliary**	Exemption Type	Citation	Effect	Durational Ownership*	Durational Domiciliary**	Acceptance By South Hadley	Gross Receipts Limit	Whole Estate Limit	Exemption Amount	Statutory Reimbursement Amount	Number granted in Fiscal 2023	Fiscal 2023 Expenditures	Fiscal 2023 Reimbursement	
					Senior	G.L. c. 59, § 5, Clause 41C	Supersedes Cl. 41, or previously accepted version. Legislative body may vote to: <ul style="list-style-type: none"> Reduce eligibility age to 65 Increase exemption amount by up to 100% <ul style="list-style-type: none"> Increase gross receipts limit up to \$20,000 single and \$30,000 married Increase whole estate limit up to \$40,000 single and \$55,000 married Exclude value of up to 4 family home from whole estate 	Owned and occupied the property, or any other MA property, as domicile for any 5 years	Domiciled in MA for the 10 consecutive years before the exemption year	Clause 41B - 5/5/1984 Clause 41C - 2/10/1987 Options increased - 5/12/2012	\$17,500 Single \$20,000 Married	\$33,600 Single \$36,000 Married	\$ 600.00	\$500 per exemption, up to the number of exemptions ranted in the last year Clause 41 used				
					Senior	G.L. c. 59, § 5, Clause 41C 1/2	Legislative body may vote to: <ul style="list-style-type: none"> Reduce eligibility age to 65 Increase exemption % up to 20% Reduce durational residency requirement to 5 years Adjust income limits to apply to combined household income 	Owned and occupied the property, or any other MA property, as domicile for any 5 years	Domiciled in MA for the 10 consecutive years before the exemption year			Up to 5% of the average assessed valuation of residential property (which can be increased up to 20% by legislative body)	\$500 per exemption, up to the number of exemptions ranted in the last year Clause 41 used					
					Senior	G.L. c. 59, § 5, Clause 41D	Increases Clause 41, 41B or 41C gross receipts and whole estate limits automatically each year by COLA determined by DOR							N/A				
G.L. c. 59, § 5, Clause 41A	Gross receipts of \$20,000 or less	Any	Owned and occupied the property, or any other MA property, as domicile for any 5 years	Domiciled in MA for the 10 consecutive years before the exemption year	Senior deferral (65+)	G.L. c. 59, § 5, Clause 41A	Legislative body may vote to: <ul style="list-style-type: none"> Increase gross receipts limit up to income single seniors who are not heads of households may have to qualify for the "circuit breaker" state income tax credit Reduce interest below 8% 	Owned and occupied the property, or any other MA property, as domicile for any 5 years	Domiciled in MA for the 10 consecutive years before the exemption year					None				
G.L. c. 59, § 5, Clause 42		Full	None	None	Spouse of police officer or firefighter killed in the line of duty									None				
G.L. c. 59, § 5, Clause 43		Full	None	None	Surviving minor children of police officer or firefighter killed in the line of duty									None				
					Senior	G.L. c. 59, § 5, Clause 50	Exempts value of improvements to residential property made to provide housing for person 60 or older who is not the owner	None	None	Clause 50 - 6/2/1990			the increased value as a result of alterations or improvements not to exceed \$500.00	None	6	\$ 3,000.00	\$ -	
					Senior	G.L. c. 59, § 5, Clause 52	Exempts amount of taxes that exceed higher water/sewer bills up to \$200 (only in community adopting water/debt shift under G.L. c. 59, § 21C(n))	None	None	N/A				None				
					Residential	G.L. c. 59, § 5, Clause 53	Exempts amount of taxes that exceed higher sewer bills up to \$300 for homeowners not connected to sewer system (only in community adopting sewer debt shift under G.L. c. 59, § 21C(n))	None	None	N/A				None				
					Personal	G.L. c. 59, § 5, Clause 55	Makes units leased to and occupied by members of cooperatives deemed owned by members	None	None					None				
					Deployed Guardsmen & Reservists	G.L. c. 59, § 5, Clause 56	Exempts up to 100% of property taxes assessed to Massachusetts national guardsmen and reservists deployed overseas	None	None					None				
					Senior	G.L. c. 59, § 5, Clause 57	Exempts seniors up to amount of "circuit breaker" state income tax credit received for domicile	None	None					None				
					Residential	G.L. c. 59, § 5C	Makes units leased to and occupied by members of cooperatives deemed owned by members	None	None					None				

Personal Exemption Statutes and Local Options Analysis

Statutory					Local Option Personal Exemption Statutes -Require Acceptance/Action by Legislative Body								Reimbursement Information				
General Law Clause	Statutory limits/Requirements	Amount	Durational Ownership*	Durational Domiciliary **	Exemption Type	Citation	Effect	Durational Ownership*	Durational Domiciliary **	Acceptance By South Hadley	Gross Receipts Limit	Whole Estate Limit	Exemption Amount	Statutory Reimbursement Amount	Number granted in Fiscal 2023	Fiscal 2023 Expenditures	Fiscal 2023 Reimbursement
					Personal	G.L. c. 59, § 5C½	Increases all personal exemption amounts by up to percentage (not to exceed 100%) voted by legislative body before the July1 of the fiscal year the percentage first applies	None	None					None			
					Veteran	G.L. c. 59, § 5, Clause 5L	Any taxes due under this chapter by a member of the Massachusetts National Guard or reservist or a dependent of a member of the Massachusetts National Guard or reservist shall be deferred while that member is on active service outside the commonwealth and for the next 180 days after that service. No interest or penalties shall be assessed for any period before the expiration of those 180 days.	None	None					None			

228 \$ 136,291.40 \$ 97,013.55 71%

* In addition to general requirement that taxpayer own property on July 1.
 ** In addition to general requirement that taxpayer occupy the property as domicile on July 1.
NOTE: Clause 22(a)- (f) are lumped together for reporting andreimbursement purposes

Exemption Type	Citation	Effect	Durational Ownership*	Durational Domiciliary **	Acceptance By South Hadley	Gross Receipts Limit	Whole Estate Limit	Exemption Amount	Statutory Reimbursement Amount	Number granted in Fiscal 2023	Fiscal 2023 Expenditures	Fiscal 2023 Reimbursement			
Senior	G.L. c. 59, § 5, Clause 5K	Allows persons over the age of 60 to volunteer to provide services in exchange for a reduction on real property taxes.	municipal discretion	municipal discretion		municipal discretion	municipal discretion	\$2000 max	none	20	\$ 40,000.00				
Veteran	G.L. c. 59, § 5, Clause 5L	Allows veterans or spouse if veteran is deceased to volunteer to provide services in exchange for a reduction on real property taxes.	municipal discretion	municipal discretion		municipal discretion	municipal discretion	\$2000 max	none						

248 176291.4 97013.55 55%

Estimate

 	Means tested exemptions
 	Municipal discretion means test as written in bylaw
 	not accepted by town meeting
 	no local option, statutorily mandated
 	accepted by town - however not at maximum allowances

To: Selectboard

From: Assistant Town Administrator/Human Resources Director Chuck Romboletti

Re: Remote Work Policy

Date: October 24, 2023

Background: Town Administration has been looking at a remote work policy. Many communities put one in place during the pandemic but the issues are more complex than that particular context.

At the last Selectboard meeting, the Town Administrator indicated that this was going to be discussed at the upcoming Department Head meeting. After getting their input, the Town Administration would bring this back to the Selectboard to review.

The main feedback from Department Heads is that a remote policy alone is not sufficient. In practice, more employees benefit from a flexible working schedule, especially employees with public meetings outside of the normal working hours, those who work around childcare or other family care, or who may still need to work the hours to get the work done if out due to illness. Incorporating the opportunity for flexible work schedules in addition to remote work, supports the goal of providing work-life balance benefits in a more equitable way.

The attached is the draft policy. Once Selectboard input is received, this will go back to the Department Heads for review.

Remote/Flexible Work Policy Implemented _____

I. Purpose

The Town of South Hadley has implemented a policy to provide more flexibility and work-life balance options for employees. This policy establishes guidelines and procedures for effective optional telecommuting or flexible scheduling arrangements for employees on a part-time or intermittent basis. Most remote work or flexible schedule arrangements will be part-time and must be applied for each fiscal year. Not every employee will be eligible to work remotely or on a flexible schedule due to their job responsibilities or work productivity. Remote work and flexible scheduling is not an employee entitlement but offers flexible work options for qualifying employees, while continuing to serve the needs of the Town.

The option to work remotely or on a flexible schedule requires the completion of a Remote/Flex Work Application and Agreement as well as the approval of the employee's Department Head and the Human Resources Director. The Employee Application and Agreement must be completed in advance.

Participation in remote work or a flexible schedule will not change the terms or conditions of an employee's employment with the Town. Any decision regarding the eligibility to participate in such arrangement shall be at the discretion of the town, which decision is final and not appealable. The Town reserves rights to cancel or suspend such arrangements at any point, for any reason, and may request an employee be present in the office or resume regular scheduled hours at any time, regardless of the employee's Remote/Flex Work Agreement.

II. Remote Work

II. a. Eligibility

Telecommuting options pertain to positions with flexibility in scheduling and job functions that are supported easily by electronic means.

An employee may be eligible for remote work when:

- Their job is independent in nature
- Clear work objectives can be set, tasks can be clearly defined, and results can be measurable
- Their position does not require their presence at the regular worksite to address unscheduled events
- Their presence is not essential to the management of on-sight workflow

- Work can be completed remotely without diminishing quality or disrupting the productivity of any unit, namely their unit or another unit with whom the employee works
- They demonstrate responsibility and dependability
- They communicate effectively with the public, coworkers, and supervisors
- They possess good organizational and time management skills

An employee will not be eligible for remote work when:

- Their position requires regular in-person contact with staff or public
- A supervisor is required to oversee their work
- They are required to access information or materials regularly that are only available at the worksite, or bound by certain privacy standards that cannot be assured by remote work.
- They are unable to meet in-office performance standards in a remote setting. i.e. the quality or productivity of their work decreases.
- Remote work presents any undue costs, risk, or hardship to the Town or Department's operations as determined by the department head, Human Resources or Town Administrator.

II. b. Equipment/Office Space/Supplies

Employees are required to use town-issued or approved equipment for remote work. Failures in equipment should be reported to managers and IT immediately. The Town of South Hadley does not provide employees with office furniture such as desks, chairs, or lights for remote work. Employees should work with the Department Head and IT to determine equipment needs. Town-issued equipment remains the property of the town at all times. Employees are responsible for missing or damaged equipment. It is expected that the employee will establish a suitable and secure workspace for remote work. The area should be free from safety hazards and suitable for the work being performed by the employee to be completed effectively and without distractions. Employees are expected to use their own cellphones during remote work hours, without reimbursement or additional compensation. The Town will not reimburse an employee for expenses related to an internet connection for the remote work site. Any variable expenses accrued as a result of the employee choosing to work remotely will be borne by the employee.

Note: The material contained on personal electronic devices used for official Town of South Hadley work is subject to Public Records Requests, including but not limited to personal emails, photo galleries, and text messages.

II. c. Safety and Security

The security and sensitivity of information accessed remotely by an employee must be maintained in accordance with the town of South Hadley's policies and procedures on security and confidentiality. Failure to comply with security policies and procedures will result in discipline up to and possibly including termination.

Employees are expected to maintain a home workspace that is free from safety hazards and other dangers to the employee and Town-issued equipment. The Town is not liable for loss, destruction, or personal injury that may occur in or to the employee's home and/or property. This includes family members, visitors, or others that become injured within or around the employee's home. Employees are responsible for the timely reporting of workers' compensation injuries. Employees are expected to use secure-nonpublic internet access. Employees are also expected to utilize measures to protect confidential and sensitive data including but not limited to working in a private setting, placing documents in a secure, non-visible location,

II. d. Expectations

Employees should maintain the same level of productivity and effectiveness working remotely as they would at the worksite. Employees approved for remote work should not work remotely more than 16 hours (or the equivalent to two regular work shifts) per week unless otherwise authorized by the Department Head, Human Resources, and the Town Administrator. A summary of the tasks or responsibilities undertaken while on remote work should be clarified in the remote work agreement, and Department Heads may request a written summary of activities completed while working remotely as needed.

In unplanned and temporary situations for short-term accommodation, the Department Head can exercise discretion in determining whether an employee can accomplish at least some part of their duties from the remote work site. Supervisors may approve Temporary Remote Work for short periods of time to allow employees to work at home or other locations for reasons that are inclusive of the policy's purpose. The terms of temporary remote work should be clarified in an agreement.

If remote work is being used temporarily due to medical necessity, the Human Resources Department will require medical documentation which includes at minimum: a current work capacity and any restrictions/ability to work remotely, and the frequency and duration of the restrictions. Temporary remote work assignments shall be limited to two (2) month increments unless an extension is otherwise approved in advance by Department Head, Human Resources and Town Administrator.

Employees are expected to:

- Work from predetermined locations unless given permission by supervisor.
- Remain accessible and productive during scheduled work hours.
- Work their full, typical schedule, i.e. work during regular working hours.
- Be able to attend all meetings in a virtual capacity from a private and quiet setting; supervisors may request certain meetings to be in-person only and as such remote workers may be required to attend “short-notice” in-person meetings when necessary.
- Respond promptly to emails and calls during regular scheduled work hours.
- Follow all town policies and procedures, and any applicable collective bargaining agreements.
- Get advance approval from department head before working more than their scheduled hours or before any deviation (“flexing”) from working the regular scheduled hours for their position.
- Report and request to their supervisor any absences from duty during remote work hours in the same manner as if they were scheduled to be at their assigned work location. Remote work is not a replacement for dependent care and is not intended to be used in place of vacation, sick, family and medical, or other types of leave.

III. Flexible Work Schedule

III. a. Eligibility

A flexible work schedule arrangement pertains to positions with essential functions that can be accomplished during the adjusted hours without detrimental impact on the productivity of the Town or Department.

An employee may be eligible for a flexible schedule when:

- Their job is independent in nature.
- Their position does not require their constant presence during regular business hours of the department or office, or immediate availability to address unscheduled on-site events.
- Clear work objectives can be set, tasks can be clearly defined, and results can be measurable.
- Work can be completed during varied hours without diminishing quality or disrupting the productivity of any unit, namely their unit or another unit with whom the employee works.
- They communicate effectively with the public, coworkers, supervisors, vendors or others.
- They demonstrate responsibility and dependability.
- They possess good organizational and time management skills.

An employee will not be eligible for a flexible schedule when:

- Their position has primary responsibility for regular in-person contact with public during specified hours.
- Their position functions primarily in a team setting and depends upon regular and immediate in-person collaboration with other co-workers.
- A supervisor is required to oversee their work during regular office hours.
- They are required to access information or materials regularly that are only available during certain hours.
- They are unable to meet performance standards during certain varied hours. i.e. the quality or productivity of their work decreases.
- A flexible schedule presents any undue costs, risk, or hardship to the Town or Department's operations as determined by the department head, Human Resources or Town Administrator.

III. b. Expectations

Employees should maintain the same level of productivity and effectiveness working on a flexible schedule as they would during regular business hours. Employees working a flexible schedule will be expected to:

- Establish consistent and regular work hours within the flexible schedule arrangement. Flex schedules are not intended to permit employees to start and finish their work at varying times each day, unless otherwise authorized by the Department Head, Human Resources, and the Town Administrator.
- When establishing flexible schedules, start/end times each day may be scheduled no more than 1.5 hours before or after regular business hours for the department. Standard lunch breaks must be taken and may not be waived. Flexible schedules must equal the total number of hours required for the position.
- Be able to attend all required meetings during regular business hours regardless of flexible schedule; supervisors may require employees to attend "short-notice" meetings during regular business hours when necessary.
- Remain accessible and productive during flexible work hours; Department Heads may request a written summary of activities completed while working during the irregular hours as necessary.
- Get advance approval from their Department Head before working more than their scheduled hours or prior to any deviation from working the approved flexible scheduled hours.
- Report to and request from their supervisor any absences from duty during irregular work hours in the same manner as if they were scheduled their regular work hours.
- Follow all Town policies and procedures, and any applicable collective bargaining agreements.

Positions designated as exempt, and that often work additional hours attending evening meetings (ie. board or committee meetings) or responding to emergencies, shall be provided reasonable flexibility with respect to work hours at the approval of the Department Head or Town Administrator.

If a temporary flexible work schedule is necessary due to medical necessity or other qualifying reason under the Family and Medical Leave Act or other federal or state law, the Human Resources Department may require documentation as necessary and in accordance with such law or town policy. Temporary flexible work assignments shall be limited to two (2) month increments unless an extension is otherwise approved in advance by Department Head, Human Resources and Town Administrator.

IV. Procedures

1. Employees interested in working remotely or during flexible hours must discuss with their Department Head.
2. If the Department Head agrees with the request, the employee must complete an acknowledgment and understanding of the policy and submit the Application and Agreement to Human Resources.
3. The Department Head and Human Resources Director will review the application for approval.
4. If approved, before starting remote work, the employee and Department Head should work with IT to make necessary equipment arrangements. An inventory list of equipment for remote work must be kept.

Department Heads should review requests for remote and flexible work and ensure the highest level of public service is maintained. Remote work and adjustments to employee arrivals and departures should be scheduled so that all departments are opened and covered by adequate staffing during regular business hours. Department heads should make sure abuses to this policy are not made and set clear expectations and guidelines for employee's performance expectations. They should monitor remote and flexible work and communicate effectively with employees regarding their performance and duties. Supervisors should monitor the work environment for any negative effects remote work or flexible scheduling may have on the workload or morale of co-workers. Department Heads, Human Resources or the Town Administrator may suspend or terminate remote work or flexible schedule arrangements if in the best interest of overall team productivity and performance. If a decision has been made to discontinue a remote or flexible work arrangement, Department Heads must notify the employee in writing with at least 2 weeks' advance notice.

V. Exceptions

The Town Administrator has the discretion to make exceptions to this Policy in the best interest of the Town, such as during declared emergencies, change in building hours of operation or other unique situations necessitating remote work or a change in mandatory work hours outside of a pre-approved agreements.

Town Administrator Approval: _____ Date: _____

DRAFT

South Hadley Remote/Flexible Work Agreement

Employee Information

Name: _____ Job Title: _____

FLSA Status: Non-Exempt (Hourly) Exempt (Salary)

Department: _____ Department Head: _____

This is an Agreement for (check all that apply): Remote Work Flexible Work ScheduleThe terms of this Agreement will be: Regular & Recurring Temporary

Normal Employee Schedule (Days and Hours): _____

Remote/Flexible Work Schedule (Days and Hours): _____

Arrangement Start Date _____ End Date _____

(The agreement must be approved for each fiscal year.)

Remote Work Location: _____

Performance Measures

The employee agrees to keep their supervisor regularly informed of their progress on remote/flex work assignments and any problems experienced while working remote or during irregular hours. The supervisor is responsible for evaluating employee work and ensuring high performance can be continued while under the arrangement. Department Heads may also request a written summary of activities completed while working remotely as needed.

List the type of work the employee will perform while working remotely or during the irregular flexible hours and how the supervisor will measure successful completion. Attach separate pages as necessary.

****Acknowledgement****

I fully understand the terms of this remote/flexible work arrangement as outlined in the above policy. I understand that my supervisor or the town may discontinue my participation in remote/flexible work at any time with or without cause and the decision to discontinue is not grievable.

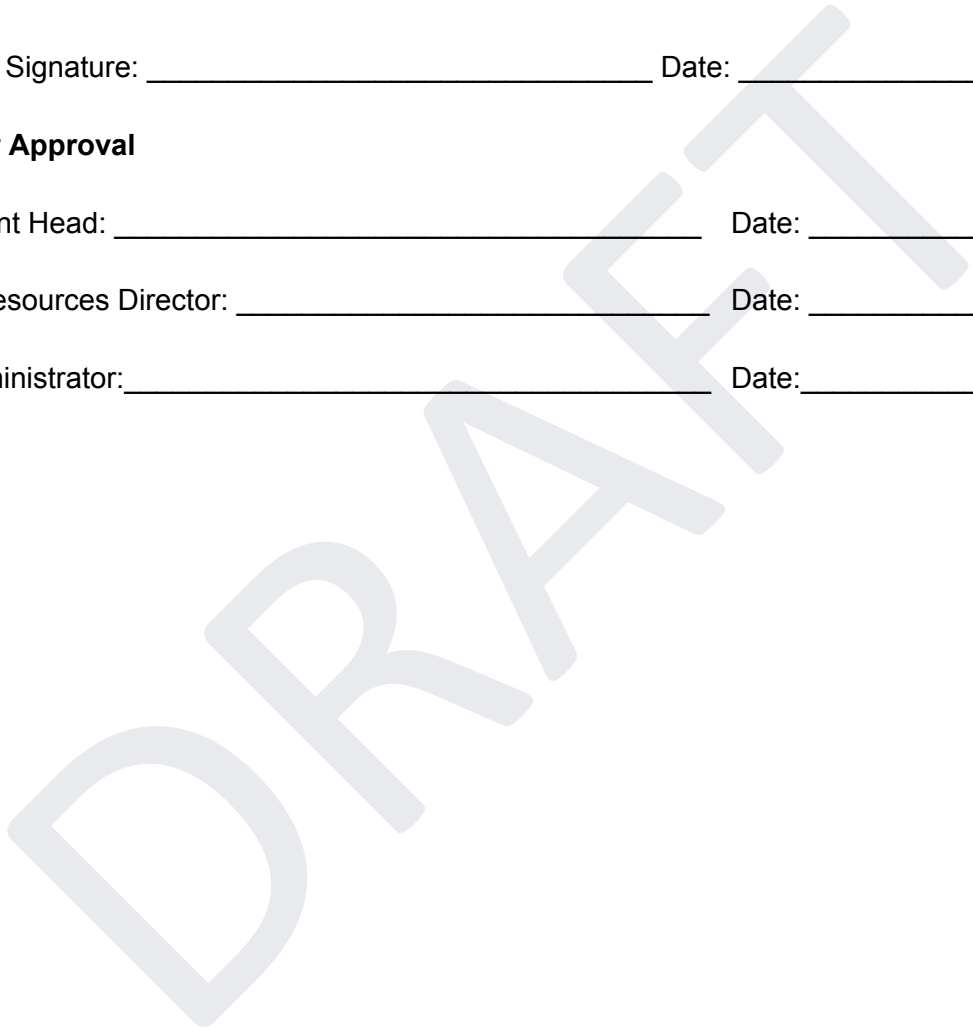
Employee Signature: _____ Date: _____

Employer Approval

Department Head: _____ Date: _____

Human Resources Director: _____ Date: _____

Town Administrator: _____ Date: _____



To: Selectboard
From: Town Administrator Lisa Wong
Re: Performance Based Evaluation
Date: October 24, 2023

Background: The Performance Based evaluation developed by Town Administration is attached. The Selectboard is considering whether to use this as the tool and/or one of the tools to evaluate the Town Administrator and whether to reference this in the Town Administrator contract.

Specifically the Selectboard discussed whether they would have enough information to evaluate the Town Administrator without employee input.

There are numerous ways to evaluate an employee. Some Towns include employees, some have anonymous online surveys that anyone can fill out, some are solely done by the Selectboard - either led by an appointed member(s) or allow all to have individual scores. Sometimes those scores are sent to an appointed member who only shares the total, and some have each member's scores available for the public to view.

Some communities have Board members talk to a small group of Department Heads or Boards that can provide good information coordinated by the Human Resources Director. This is usually not a written instrument as part of this task as it is to help the Selectboard members be able to determine their scores.

Some communities have a 360 review and those vary widely as well. It is typically a personnel document that is not public, but some are public. A company can be hired to conduct the process, or it can be done in-house. Some 360 reviews are done annually, some are done every 3 years.

TOWN OF SOUTH HADLEY

EMPLOYEE PERFORMANCE BASED EVALUATION (PBE) FORM

Review Period: 7/1/23 through 6/30/24

Employee Name: _____

Supervisor/Evaluator: _____

Classification/Title: _____

Department: _____

Objective Setting Meeting Date (by November 1 for DPW, by December 1 for others): _____

Mid Year Check-in Date (complete before March 1): _____

Final Evaluation Date (complete before June 1): _____

FY2024 Overarching Goals (OG) approved by the Select Board:

1. Communication – Interpersonal, Community and Customer relation
2. Belonging - Diversity, Equity and Inclusion
3. Commitment - Planning, Policy and Action
4. Innovation – Ideas, Improvements and Initiative
5. Proficiency - Management and Fiscal Responsibility

Rating Scale:

- **Competencies:**
 - **Excellent (score = 3):** Performance consistently exceeds expectations. The overall quality of work is excellent and the employee demonstrated going above and beyond. A supporting example is required.
 - **Meets Expectation (score = 2):** Performance consistently meets expectations and the overall quality of work is good.
 - **Needs Improvement (score = 1):** Performance has not met expectations and improvement is needed. A supporting example is required.
- **Objectives:** Each employee is required to have one objective per section. Supervisors are required to have 2 and Department Heads and managers are required to have three.
 - **Completed (score = 3):** Objective was completed within the timeline specified.
 - **In-Progress (score = 2):** Objective was started but is still in progress and not yet completed
 - **Not Undertaken (score = 1):** Objective was not started during the review period.

As provided by State law, this review is not a public document.

OG #1: Communication

Interpersonal, Community and Customer relations

OG#1 – Competencies	SCORE
<p>1. Speaks and writes in a clear and concise manner that improves communication with coworkers, the public, vendors and partners.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>2. Effective in explaining Town positions, policies, procedures, services, programs and activities as applicable to one’s position.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>3. Demonstrates good interpersonal skills and teamwork. Listens attentively to what individuals (members of the public, peers, or supervisors) have to say. Treats others with dignity and respect, and manages conflict with others in ways that preserve good relations.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>4. Maintains a customer-oriented attitude during the performance of work-related duties and responsibilities, and if applicable, instills the value of good customer service in those supervised.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>OG#1 Competencies Total Score:</p> <p><i>Ratings: Needs Improvement = 1 Meets Expectation = 2 Excellent = 3</i></p>	
OG#1 - Objectives	SCORE
<p>Objective 1 <i>(required)</i></p> <p>Comments/Examples:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>Objective 2 <i>(req. for Supervisors, Managers, Dept Heads)</i></p> <p>Comments/Examples:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>Objective 3 <i>(required for Dept. Heads)</i></p> <p>Comments/Examples:</p>	<input style="width: 100%; height: 100%;" type="text"/>
<p>OG#1 Objectives Total Score:</p> <p><i>Ratings: Not Undertaken = 1 In-Progress = 2 Completed = 3</i></p>	

OG #2: Belonging

Diversity, Equity and Inclusion

OG#2 – Competencies	SCORE
1. Treats others in a fair, consistent, impartial, and professional manner. Exercises fair and unbiased professional judgment in providing services and arriving at decisions.	
Comments/Examples for scores of 1 or 3:	
2. Is effective in dealing with people without arousing antagonism and demonstrates an understanding of difficult situations. Seeks to understand alternative perspectives.	
Comments/Examples for scores of 1 or 3:	
3. Supports an inclusive environment. Creates and supports access to town resources, spaces and opportunities, especially for underrepresented groups. Identify and respond to institutional discrimination and take individual and collective steps to eliminate barriers.	
Comments/Examples for scores of 1 or 3:	
4. Seek and participate in training and other learning opportunities to make measurable progress for oneself and the community.	
Comments/Examples for scores of 1 or 3:	
OG#2 Competencies Total Score: <i>Ratings: Needs Improvement = 1 Meets Expectation = 2 Excellent = 3</i>	
OG#2 - Objectives	SCORE
Objective 1 <i>(required)</i>	
Comments/Examples:	
Objective 2 <i>(req. for Supervisors, Managers, Dept Heads)</i>	
Comments/Examples:	
Objective 3 <i>(required for Dept. Heads)</i>	
Comments/Examples:	
OG#2 Objectives Total Score: <i>Ratings: Not Undertaken = 1 In-Progress = 2 Completed = 3</i>	

OG #3: Commitment

Planning, Policy and Action

OG#3 – Competencies	SCORE
<p>1. Schedules and plans most efficient use of time. Organizes and plans priorities so they can be accomplished. Effectively handles a variety of projects, assignments, and people. Follows through on work commitments and brings assignments/projects to closure.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>2. Keeps the appropriate manager advised of the status of projects and work assignments. Adapts to changing circumstances, policies, and attitudes of others. Is a productive team member in responding to, reviewing, and supporting the ideas of others.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>3. Has a full working knowledge of the administrative and operational systems, policies and procedures related to the assigned responsibilities. Understands appropriate methods and techniques. Is familiar with applicable local, state and federal legislation and regulations related to Town services. Remains current and up-to-date in assigned areas of responsibility. If applicable, develops or improves policies.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>4. Proactively engages in plans or programs related to the position, such as the Master Plan, Housing Production Plan, and Age and Dementia Friendly initiatives.</p> <p>Comments/Examples for scores of 1 or 3:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>OG#3 Competencies Total Score:</p> <p><i>Ratings: Needs Improvement = 1 Meets Expectation = 2 Excellent = 3</i></p>	
OG#3 - Objectives	SCORE
<p>Objective 1 <i>(required)</i></p> <p>Comments/Examples:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>Objective 2 <i>(req. for Supervisors, Managers, Dept Heads)</i></p> <p>Comments/Examples:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>Objective 3 <i>(required for Dept. Heads)</i></p> <p>Comments/Examples:</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>OG#3 Objectives Total Score:</p> <p><i>Ratings: Not Undertaken = 1 In-Progress = 2 Completed = 3</i></p>	

OG #4: Innovation

Ideas, Improvements, Initiative

OG#4 – Competencies	SCORE
1. Proactively seeks solutions and assumes responsibility for dealing with issues. Comments/Examples for scores of 1 or 3:	
2. Demonstrates a willingness to develop and implement new ideas, processes and procedures. Is sensitive to opportunities to improve the quality, efficiency and effectiveness of Town services such as through the development or improvement of technology and processes. Comments/Examples for scores of 1 or 3:	
3. Presents a positive outlook and is willing to devote the time and effort necessary to get the job done and reach high performance standards. Is generally a self-starter and puts available time to productive use. Comments/Examples for scores of 1 or 3:	
4. Shows a commitment to environmental and climate issues as applicable to the job, and willing to engage with important issues in new ways. Comments/Examples for scores of 1 or 3:	
OG#4 Competencies Total Score:	
<i>Ratings: Needs Improvement = 1 Meets Expectation = 2 Excellent = 3</i>	
OG#4 - Objectives	SCORE
Objective 1 <i>(required)</i> Comments/Examples:	
Objective 2 <i>(req. for Supervisors, Managers, Dept Heads)</i> Comments/Examples:	
Objective 3 <i>(required for Dept. Heads)</i> Comments/Examples:	
OG#4 Objectives Total Score:	
<i>Ratings: Not Undertaken = 1 In-Progress = 2 Completed = 3</i>	

OG #5: Proficiency

Management and Fiscal Responsibility

OG#5 – Competencies	SCORE
<p>1. Consistently performs work duties demonstrating conscientiousness, due diligence and good stewardship of town resources. As appropriate, has a working knowledge of departmental budgetary accounts and complies with fiscal policies and procedures.</p> <p>Comments/Examples for scores of 1 or 3:</p>	
<p>2. Uses good judgment and common sense in making decisions. Knows when to take action and what type of action is appropriate. Anticipates stakeholder needs and attitudes, and the impact of policies and procedures, and responds appropriately. Makes ethical decisions, and acts to keep and enhance the public and community’s trust in Town government.</p> <p>Comments/Examples for scores of 1 or 3:</p>	
<p>3. Effectively plans, organizes and delegates work. Monitors results and evaluates performance of those supervised, and provides feedback in a timely manner.</p> <p>Comments/Examples for scores of 1 or 3:</p>	
<p>4. Elicits respect from others and sets an example of professionalism within the organization. Motivates and communicates well with each member of their staff, identifying and empowering strengths of each individual and mentoring and coaching weaknesses</p> <p>Comments/Examples for scores of 1 or 3:</p>	
<p>OG#5 Competencies Total Score:</p> <p><i>Ratings: Needs Improvement = 1 Meets Expectation = 2 Excellent = 3</i></p>	
OG#5 - Objectives	SCORE
<p>Objective 1 <i>(required)</i></p> <p>Comments/Examples:</p>	
<p>Objective 2 <i>(req. for Supervisors, Managers, Dept Heads)</i></p> <p>Comments/Examples:</p>	
<p>Objective 3 <i>(required for Dept. Heads)</i></p> <p>Comments/Examples:</p>	
<p>OG#5 Objectives Total Score:</p> <p><i>Ratings: Not Undertaken = 1 In-Progress = 2 Completed = 3</i></p>	

PBE SUMMARY

PBE Evaluation Criteria - FY2024 Overarching Goals approved by the Select Board		Sub-total Score (from above)
1. Communication	Competencies	
	Objectives	
2. Belonging	Competencies	
	Objectives	
3. Commitment	Competencies	
	Objectives	
4. Innovation	Competencies	
	Objectives	
5. Proficiency	Competencies	
	Objectives	
TOTAL Score		

Overall Evaluation Narrative from Supervisor

Employee Comments

Signatures

Supervisor:		Date:	
Employee:		Date:	

PBE COMPENSATION SUMMARY

Employee Name:		Position:		
Supervisor:		Department:		
TOTAL FY24 PBE Score	<i>Dept Head/Manager:</i>	<i>Supervisor</i>	<i>Non-supervisor:</i>	
	___ out of 105	___ out of 90	___ out of 75	
Current Pay & Grade/Step				
COLA				
PBE				
Classification/Step Increase				
New Pay & Grade/Step:			Effective Date:	

Signatures		
Town Administrator:		Date:
Department Head:		Date:

COMMONWEALTH OF MASSACHUSETTS
SOUTH HADLEY, MASSACHUSETTS

WARRANT

Hampshire, ss.

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

ADA ADVISORY

The Town of South Hadley does not discriminate based on disability and is committed to hosting accessible meetings. To request a reasonable accommodation to attend the Special Town Meeting, please contact the Selectboard at (413) 538-5030 ext. 6136 or Selectboard@southhadleyma.gov by November 1, 2023.

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of South Hadley that the SPECIAL TOWN MEETING will be held at 153 Newton Street, South Hadley, Massachusetts on Wednesday, November 15, 2023 at 6:00 PM or as soon thereafter as the subject matter of this warrant can then and there be reached, and the Town Clerk is required to notify and warn the Town Meeting Members then and there to meet and act on the following articles;

ARTICLE 1. To see if the Town will hear the report of the Town Meeting Advisory Committee, or take any other action relative thereto.

ARTICLE 2. To see if the Town will vote to transfer from Free Cash the sum of \$35,000 to pay the following bills incurred in prior fiscal years:

School	Eversource	\$35,000
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, or take any other action relative thereto.

ARTICLE 3. To see if the Town will transfer from Unreserved Free Cash or other Available Funds the sum of \$461,000 to make the following capital purchases, repairs, or replacements:

Town	Street Sweeper	\$385,000
Town/School	Scoreboard	\$46,000
Town/School	Elevators	\$15,000
School	Historic Commission Study	\$15,000

, or to take any other action relative thereto.

ARTICLE 4. To see if the Town will transfer from WWTP Retained Earnings the sum of \$340,000 to make the following purchases, repairs, or replacements:

Town	Judd Brook	\$300,000
WWTP	Main Street Pump Station Channel Grider	\$40,000

, or to take any other action relative thereto.

ARTICLE 5. To see if the Town will transfer from Unreserved Free Cash or other Available Funds the sum of \$550,000 to the Mosier Stabilization Fund from the following sources:

Town	Unreserved Free Cash	\$550,000
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, or to take any other action relative thereto.

ARTICLE 6. To see if the Town will transfer from Unreserved Free Cash or other Available Funds the sum of \$145,453.94 to the Opioid Stabilization Fund, or to take any other action relative thereto.

ARTICLE 7. To see if the Town will impose the local room occupancy excise under G.L.c. 64G, § 3A at the rate of 4 percent, or take any other action relative thereto.

ARTICLE 8. To see if the Town will impose the First Local Option Community Impact Fee under G.L. c. 64G, § 3D(a) at the rate of 3 percent, or take any other action relative thereto, and when received it shall be appropriated as follows: 100% to affordable housing and public infrastructure.

ARTICLE 9. To see if the Town will impose the Second Local Option Community Impact Fee under G.L. c. 64G, § 3D(b) at the rate of 3 percent, or take any other action relative thereto, and when received it shall be appropriated as follows: 100% to affordable housing and public infrastructure.

ARTICLE 10. To see if the Town will accept G.L. c. 59 sec. 5(K) to allow for the Selectboard to establish a senior tax work off program effective for fiscal year 2025 which begins on July 1, 2024, and further that the Town adjust the exemption and; (1) allow an approved representative, for persons physically unable, to provide such services to the town; and (2) allowing the maximum reduction of the real property tax bill to be \$2,000, or take any other action related thereto.

ARTICLE 11. To see if the Town will vote to amend section 7-20 of the General Bylaws by deleting the current language of section 7-20 and replacing it as follows:

Section 7-20 Master Plan Implementation Committee (“MPIC”)

A. Purpose

The purpose of the MPIC is to serve as an advisory body to town officials and the community on current and future projects as they pertain to implementation of the Master Plan in accordance with the Master Plan goals and activities. The MPIC assists with coordination and implementation of Town activities that are consistent with the Master Plan.

B. Membership and Organization

- 1) Appointment: The Selectboard and the Planning Board shall appoint the members of the MPIC. There shall be no fewer than five members and no more than nine members. All members shall be residents of South Hadley. The initial members shall be appointed for staggered terms no longer than three years each. After the expiration of the first term, the ongoing appointments shall be for three year terms. Jointly, the Planning Board and Selectboard shall fill vacancies on the MPIC.
- 2) Liaisons: The Planning Board and Selectboard shall each appoint one member of their respective boards to act as a board liaison with the MPIC.
- 3) Officers: The MPIC shall annually elect a chair and a vice chair and clerk.
- 4) Quorum: A majority of those members of the MPIC then in office shall constitute a quorum. Actions by the MPIC shall be taken by a majority of those members present at a meeting of the MPIC.

C. Tasks and Responsibilities

The Committee shall meet at the call of the Chair in order to effectuate the Purpose of this bylaw. Such work may include:

- 1) Monitoring progress towards goals of the master plan by coordinating with and regularly meeting with entities assigned tasks in the Master Plan.
- 2) Identifying successes, progress, and barriers to Master Plan implementation.
- 3) Assisting entities to the extent possible in overcoming barriers and addressing challenges, including reporting the same to the Planning Board and Selectboard.
- 4) Assist in measuring progress including collecting and reporting data.
- 5) Update Master Plan task matrices on a regular basis and report to stakeholders.
- (6) Coordinate with the Planning Department and Administration, an annual update, discussion and examination of Master Plan activities and goals.
- (7) Encourage outreach and communication with the public to create awareness and provide information and status of MPIC activities.

(8) Undertake other activities relating to the Master Plan at the request of the Planning Board, Selectboard, or Town Administrator.

D. Reporting

MPIC shall:

- 1) Meet at least once per year jointly with the Planning Board, Selectboard, and Town Administrator.
- 2) Submit written reports at least once per year to the Planning Board and Selectboard.
- 3) Submit a report to the Annual Town Meeting covering the immediate prior year's activities and upcoming year's plans.
- 4) Submit a brief report as part of the annual Town Report.

Given under our hands this 24th day of October 2023:

Andrea Miles, Chair

Carol Constant, Vice-Chair

Nicole Casolari, Clerk

Jeff Cyr, Member

Renee Sweeney, Member

**SELECTBOARD
TOWN OF SOUTH HADLEY**

True copy, attest:

Sarah Gmeiner, Town Clerk
Town of South Hadley



September 20, 2023

Lisa Wong
South Hadley Town Administrator
116 Main Street
Room M18
South Hadley, MA 01075

Dear Lisa,

The SHG Chamber is hosting our 35th Annual Holiday Stroll on Friday December 1st. I am inquiring to ask permission to use the Town Common for this event.

Setup will begin at approximately 12:00 PM and the event runs from 5:00 PM - 7:30 PM. The Chamber will work with Jeff Lebreque to clean the grounds. We will be certain to restore the Common to its original state before leaving.

Thank you for your support and consideration!

Sincerely,

Regina Zebrowski
Holiday Stroll Chair
SHG Chamber President

To: Selectboard
From: Town Administrator, Lisa Wong
Re: McCrays Farm Public Safety Incidents
Date: October 19, 2023

There have been 2 recent public safety incidents within one week on Sunday, October 8 and Saturday, October 14 at McCrays Farm. Both Police and Town Administration reached out to McCray's after the October 8 incident and it was agreed that McCray's would hire one detail from 2-6pm and two details from 7-11pm. Even though there was a one day license granted, McCray's indicated that no alcohol was served that day. The police details were in place on October 14 but the incident after 11pm and after the detail had left.

My office coordinated a meeting on October 18 at McCrays Farm with the owners and managers of the business and Town officials to discuss the incidents, hear plans to address security and provide support where possible. In attendance representing the Town were myself, Police Chief Jenifer Gundersen and Assistant Town Administrator/Human Resources Director Chuck Romboletti. A summary of that discussion is as follows:

1. Debrief on recent incidents
 - a. Farm representatives detailed the recent public safety incidents that occurred, including what were believed to be the root-causes, and how the situation was handled by staff and first responders. Strategies were discussed for how to prevent and handle similar incidents in the future geared toward de-escalation and most effective use of Police intervention. Both the Town and the Farm are in agreement that the health and safety of customers, staff and the community is the highest priority for all.
 - b. Alcohol serving protocols were discussed. Farm representatives explained their long-time protocols, which includes a high consciousness toward not overserving customers, closing the sale of beer as necessary based on overall behavior of crowds, and as a matter of general practice, usually closing the sale of beer before the permitted time (currently 11:00pm). It was confirmed that the current serving staff is experienced, TIP certified, and only serves beer (no hard alcohol) in accordance with current approved licenses, and does not allow outside alcohol of any kind on premises. Stephen McCray was issued one-day all alcohol licenses for Sept. 9, 15, 30, Oct. 1, 6, 7, 8, 9, 13, 14, 15, 20, 21, 22, 27, 28 & 29.

2. Police Details:

- a. McCrays will work with the Police Department on hiring 2 police officers to work details during weekend nights throughout the fall haunted hayride season. The Police will provide advance notice to confirm scheduling, and if no details are available due to staffing, the Police will inform McCrays as soon as possible so that other options can be explored and scheduled (i.e. private security). Farm representatives also explored hiring private/outside security detail in addition to Police details.
- b. Location of Police Presence: The optimal location for Police Officers on-site was discussed, which was determined as: 1.) the loading/off-loading of the hayrides and, 2.) near the entrance/parking area. The Police will be informed of this staging preference, and it was clarified to McCrays owners/managers that they should direct the Officers present in real-time to stage where necessary or desired.

3. Protocol for violations of business policy

- a. Strategies were discussed for dealing with customers who violate Farm policy (ex: using phones/cameras while on hayrides, bringing in out-side alcohol), and Farm management was counseled on how to respond when violations happen, so as to not escalate conflict and defer to Police intervention. When customers are in violation of business policy, staff should inform Police of how they wish to handle (removed from premises) so that Police can support accordingly.

4. Future and on-going communication

- a. It was agreed that future meetings will be coordinated between the Farm and permitting departments within Town, so that the Farm can clearly communicate future plans for events and offerings in advance, and Town officials can clarify the permitting or other requirements necessary, and help identify other areas of support.

Recommendations for Selectboard as the permitting authority:

- There is signage and notices at McCray's that no outside alcohol is allowed. Additional signage could be recommended to clearly determine where alcohol can be consumed, and the consequences of being found with alcohol not purchased at the Farm.
- The one day licenses are until 11pm. McCray's has indicated that they stop serving alcohol at 10:30pm or earlier. McCray's have been running hayrides as long as people are in line who have purchased tickets. Consider having details until people have left.

To: Selectboard
From: Lisa Wong
Re: Judd Brook
Date: October 20, 2023

Background:

The Selectboard already approved \$2,382,000 total for design and engineering work for the Judd Brook Interceptor project in American Rescue Plan Act funding for the Judd Brook project.

The project has gone out to bid and the apparent low bidder

Expenses to date:	JB Project Prelim and Final Design Phases:	\$145,000
	Vortex Services: initial camera work:	\$32,000
	JB: Bidding/Const Admin/Inspection:	\$172,000
	Apparent low bidder:	\$2,155,280
	Contingency:	\$500,000
	Total:	\$3,004,280

Request:

To Approve \$622,280 in ARPA funds for the Judd Brook interceptor project.

**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 the City of Chicopee, a Massachusetts municipal corporation with a principal place of business of 17 Springfield Street, Chicopee, Massachusetts, 01013, the City of Holyoke, a Massachusetts municipal corporation with a principal place of business of 536 Dwight Street, Holyoke, Massachusetts 01040, and the Town of South Hadley, Massachusetts municipal corporation with a principal place of business of 116 Main Street, South Hadley, Massachusetts 01075, hereinafter referred to collectively as the "Municipalities," and individually as a "Municipality," by and through their Chief Executive Officer, 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 Grant ("PHE Grant") for Shared Services grant by the Massachusetts Department of Public Health ("DPH") 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 (the "Grant Program");

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 DPH performance standards by sharing local public health services and coordinating local public health policies in relation to the PHE Grant; set by the Commonwealth by entering this Agreement.

WHEREAS, the Town of South Hadley, as a pre-requisite of obtaining the PHE Grant, the Town of South Hadley agreed to act as fiscal agent for the PHE Grant funds and to utilize those funds for shared local public health services with the CityTown of Chicopee and the City of Holyoke, and 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~~ DPH, 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~~ PHE Grant funds 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~~ The Lead Municipality, ~~the Town of South Hadley~~ shall act for and on behalf of the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. ~~Town of South Hadley;~~ The Lead Municipality 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 and appropriation by each Municipality, to the extent required.

4. ~~-Shared Services~~ Coordinator. The ~~Town of South Hadley, as~~ Lead Municipality, shall hire and employ a Shared Services Coordinator who shall perform all necessary fiscal and administrative functions necessary ~~to provide for~~ 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

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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 Services 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 Services 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: ~~There shall be~~ 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 but~~ may only vote ~~only when~~ in the full member's absence 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 Each~~ municipality shall be entitled to, 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")~~ DPH and ~~the~~ Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH.

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9) Review financial status and financial statements provided by the Shared Services Coordinator.

~~10) Review and provide recommendations on reports from staff, and~~
10)

~~Hire, evaluate, and terminate shared staff~~

Meetings.

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, ~~and reported to the Advisory Board, through the Shared Services Coordinator.~~

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- f. Each Municipality will request from the appropriate legislative body prior appropriation for any services, costs and expenses associated with the Collaborative ~~and that are~~ 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.

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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.

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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~~available, 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.

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Commented [6]: This raises a good question. Let's discuss.

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.

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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 will not~~ 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-by the~~ 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-t~~ 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. Pursuant to MGL c. 40, s. 4A, each party shall be liable only for the acts and omissions of its own employees and not for the employees of any other municipality or agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. ~~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 which may be afforded to it by operation of law. 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, which shall be paid for by the Grant Program.

Commented [7]: I have asked to meet with the South Hadley person who handles insurance. I don't know who this is yet but will follow up after Rich and I meet

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 addition of a municipality will require amendment of this Agreement in accordance with Section 17 herein and approval by DPH 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~~ DPH 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~~ Municipalities. 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 ~~and pay~~ 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, which shall be audited periodically. Periodic financial statements will be issued to all 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)

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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. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Emailed, facsimile, or electronic signatures on this Agreement shall have the same force and effect as an original signature.

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

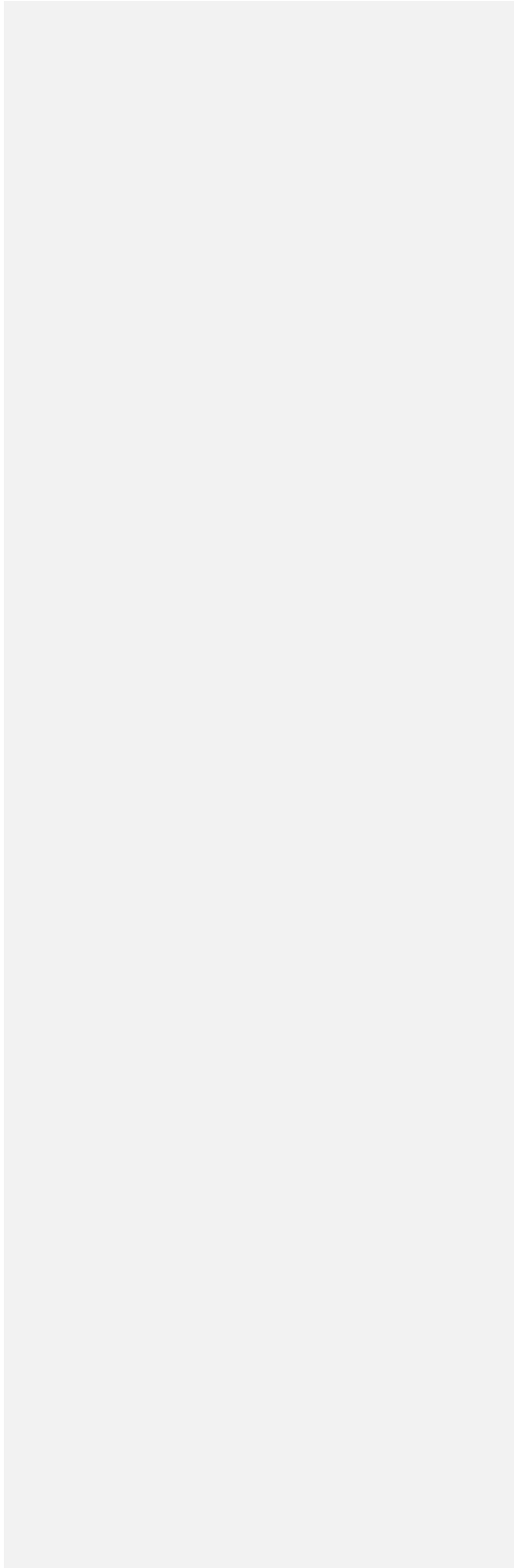


EXHIBIT B

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.

**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.

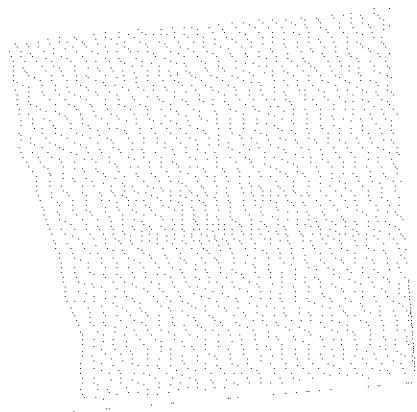
E. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment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

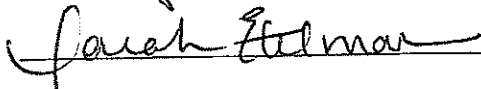
E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

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



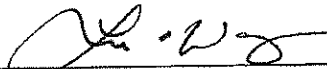
Jeff Cyr, Chairman







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.

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 24, 2023

Administration, Finance and Operations

- **South Hadley Elementary School:** The School Committee has approved submitting a letter to the Massachusetts School Building Authority to expand the scope of the school project to grades 1-5. This creates an opportunity to explore an early childhood education center at Plains and look at additional vocational programming at the Middle School. The MSBA will vote on whether the project is invited into the next round in December. If that happens the Town will work on the first step called the eligibility period and work towards a Feasibility Study. If not, the Town will need to vote on submitting another application for next year.
- **Green Communities Designation:** Michael Coty from GDS Associates conducted a revised audit of the town's buildings in August and is working on recommendations to get to the 20% reduction. PVPC has received the funding to assist the town to get the Green Communities designation.
- **Veterans District:** The Holyoke City Council voted to approve a new Veterans District that will include South Hadley, subject to a more formal vote by the Selectboard once details are finalized and an agreement is drafted. Other communities will also have to vote to join, but several communities in the area have been participating in the discussions.

Community

- **SHOWCASE South Hadley:** Thank you to the many organizers, volunteers and participants in a great event earlier this month. Thank you to Mt. Holyoke for stepping up and providing a venue due to the rain.
- **Fire Districts:** Know Your Town is hosting The History and Finance of the South Hadley Fire District on Tuesday, November 28, 2023, 6:30 pm at the South Hadley Public Library. Melissa Couture Rimbold, South Hadley Associate Assessor, and Kevin Taugher, Chair of the Board of Assessors, will provide an overview of why, when and how South Hadley's two Fire Districts, 1 and 2, were formed and how they are financed by property taxes and water rates. Kevin Taugher

will give a history of their formation and Melissa Couture Rimbold on how they are financed. The meeting will not address or entertain questions regarding current operations, budgets, personnel, or boards.

Facilities

- **Ledges:** The pump replacement project is out to bid and proposals are due November 9. .
- **Elevators:** The state has new mandated repairs for the Middle School and Town Hall. Capital did weigh in and will vote to approve at the November 2nd meeting on the \$15,000 expense.
- **Rooftop Exhaust Fans:** \$20,000 is needed for exhaust fans to help with the moisture issue at the High School. The Capital Planning Committee has discussed and will also vote on this at their next meeting.

Planning

- **One-Stop Program Grant:** The Town has been awarded \$68,000 from the Community Planning Grant Program. This will be used to look at rezoning of 202 / 33
- **MVP 2.0 Grant:** This will be used to look at social equity issues in the town and neighborhoods disproportionately impacted by climate change.
- **Housing Bond Bill:** The Governor announced a \$4.1 billion bid bill to support housing. The Town Administrator was invited to the press conference and the Assistant Town Administrator was invited to a gathering with the Housing Secretary recently. Find out more about the numerous proposed initiatives: www.mass.gov/news/healey-driscoll-administration-unveils-4-billion-affordable-homes-act-to-increase-production-and-lower-costs
- **Elmer Brook:** The Department of Revenue is granting \$50,000 in additional funding for the culvert replacement on Pearl Street. The additional funding will go towards construction documents, specifications, and Chapter 85 bridge review. The total DER Reward is now \$197,500.

Public Health

- **Vaccine Clinic:** The Board of Health vaccine drive through on October 10 was a huge success with over 300 individuals attending.
- **Opioid Settlements:** An internal committee is meeting to discuss logistics around the fund and a strategy. Initial recommendations are to move the settlement funds received directly by the Town and transfer that to the Opioid Stabilization Fund. The Town is also talking with Hampshire Hope about a survey.

Public Works

- **Judd Brook:** The proposals were received on October 17. Three bids were received ranging from just under \$2.2m to over \$2.9m. The bids are being evaluated to determine the lowest responsive and responsible bidder.

- **Forestry Grant:** DCR has reviewed the letter of intent for an Urban and Community Forestry Challenge grant submitted by the Town and has invited the Town to submit a full application due November 1. This will build on what BETA will provide with the street tree inventory that was funded by Town Meeting such as tree maintenance plan and a planting plan.