

**SELECTBOARD MEETING  
TUESDAY, AUG. 14, 2018  
SELECTBOARD MEETING ROOM – 7:00 P.M.  
AGENDA**

**Note: Not all the topics listed in this notice may actually 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. These meetings may be audio and/or visually recorded**

1. CALL TO ORDER
2. APPROVAL OF MINUTES: *Draft minutes of the July 10, 13 and Aug. 8 Selectboard meetings*
3. ANNOUNCEMENTS/OPEN FORUM
4. Introduction of New Employees  
*COA Media & Activities Coordinator Paris Brantley, Assistant Town Clerk Sarah Gmeiner, WWTP Senior Plant Attendant Vincent Mooney, Gaylord Youth Librarian Bridget Kennedy, and police officer candidates Spencer Hart, Derek Napoli, and Junior Swaby.*
5. Review of Town Legal Representations, (Attorney Brian O’Toole)
6. BOARD/COMMITTEE INTERVIEWS  
*Conservation Com: One vacancy. Term ends in 2021. COA: Three vacancies. Terms end in 2021. Cultural Council: Two vacancies. One term ends in 2020, one ends in 2021.*
  - A. Steph Clymer: Cons Com.
  - B. Linda Young: Council on Aging.
  - C. Leslie Fields: Cultural Council.
  - D. John Anz: Cultural Council
  - E. Karen Donnelly: Cultural Council.
  - F. Timna Tar: Cultural Council.
  - G. Donna Natale: Council on Aging.
7. CONSENT AGENDA
  - A. Request for a One-Day Beer & Wine License from Gregory Tiner of the South Hadley Sporting Club on Aug. 18 for an annual picnic from 12 to 8 p.m.
  - B. Request for a One-Day All Alcohol license from Pamela Stawasz on Aug. 18 for a 50<sup>th</sup> wedding anniversary at St. Patrick’s Community Center from 6:30 – 11 p.m.
8. NEW BUSINESS
  - A. Approval of Warrant for 2018 State Primary
  - B. Ledges Contract
  - C. Lithia Springs Road “No Parking-Tow Zone”
  - D. Holyoke Gas and Electric Parking Lot License
9. RESIGNATIONS/APPOINTMENTS
  - A. Resignation of Jane Gawron from the Recreation Commission
10. OTHER BUSINESS
  - A. Reset Sept. 4, 2018 meeting (due to election)
11. TOWN ADMINISTRATORS REPORT
12. CHAIRMAN’S REPORT
13. ADJOURN

**SELECTBOARD MEETING  
JULY 10, 2018  
DRAFT MINUTES  
SELECTBOARD MEETING ROOM – 7 P.M.**

*Present were Chair Ira Brezinsky, Vice Chair Andrea Miles, Clerk Jeff Cyr, member Sarah Etelman, member Bruce C. Forcier, and Town Administrator Michael J. Sullivan.*

**CALL TO ORDER**

Brezinsky called the meeting to order at 7 p.m. All members were present.

Brezinsky noted artist Allison Rohan is the newest artist to exhibit in the Selectboard meeting room. She will have her paintings on display for six months.

**APPROVAL OF MINUTES**

Forcier motioned to approve draft minutes of the May 15, June 5 and June 19 meetings of the Selectboard. Cyr seconded. All in favor.

**ANNOUNCEMENTS/OPEN FORUM**

*Announcements*

Forcier said the Bike Walk Committee and other groups will hold a Go For Life Stroll, an all-ages, all-abilities, family-fun walk on Sept. 16 from 1 to 3 p.m. at the River to Range Rail Trail. He also noted the South Hadley Senior Center Fundraiser is set for Saturday, Sept. 22 from 1 to 6 p.m. at Buttery Brook Park.

Brezinsky said FallsFest is set for July 28.

**JOINT BOARD OF ASSESSORS / SELECTBOARD MEETING**

The Selectboard and Board of Assessors jointly interviewed two applicants – Marilyn Ishler and Lynn (Evelyn) Masson - for an open position on the Board of Assessors. Kevin Taugher of the Board of Assessors nominated Lynn Masson. Forcier nominated Ishler. A candidate needed a total of four votes from both boards combined to be appointed. Board of Assessor members Taugher and Tom Reidy voted for Masson. Selectboard members Cyr and Miles voted for Masson. Masson received four votes and was appointed to the Board of Assessors.

**JOINT MEETING OF APPROPRIATIONS FOR FY18 CLOSEOUT TRANSFERS**

Sullivan presented a series of transfers to be made:

Transfer \$26,500 for planning board personnel services to conservation personnel services.

Transfer \$5,500 from personnel services to election operating expenses.

Transfer \$5,000 from personnel services to collector treasurer operating expenses.

Transfer \$2,000 from inspection personnel services to inspectional operating expenses

Transfer \$10,000 from waste water treatment plant operating expenses to waste water treatment plant personnel services.

Forcier motioned to approve the slate of transfers as presented. Cyr seconded. All in favor.

**BOARD & COMMITTEE INTERVIEWS**

The Selectboard interviewed Scott St. Pierre and Robin Wagner for the Cultural Council, Ryan Kennedy for the Recreation Commission, and Drewey Darnell, Rita Starzyk and Mary Boulais for the Council on Aging.

Forcier motioned to appoint Scott St. Pierre to the Cultural Council for a three-year term ending in 2021. Miles seconded. All in favor.

Etelman motioned to appoint Robin Wagner to the Cultural Council for a three-year term ending in 2021. Miles seconded.

Cyr motioned to appoint Ryan Kennedy to the Recreation Commission to a three-year term ending in 2021. Miles seconded. All in favor.

Cyr motioned to reappoint Shelly Gingras to the Board of Registrars for a three-year term ending 2021. Forcier seconded. All in favor.

The Selectboard tabled voting on appointments of Drewey Darnell, Rita Starzyk and Mary Boulais to the Council on Aging until their next meeting on Aug. 14. The trio, though interviewed, were not scheduled to be on the July 10 agenda and therefore their applications were not included in the Selectboard packet of background information so Selectboard members were unable to view them beforehand.

#### **CONSENT AGENDA**

Miles requested to pull items A and B from the consent agenda.

For Item A – a request for a One-Day Beer & Wine License for David G. Smith Jr. of Drunken Rabbit Brewing for Sunday, Sept. 16, 2018 from 11 a.m. to 5 p.m. - Miles asked if this is outside of Drunken Rabbit's normal hours. Sullivan said it is, and it's also outside of their building. Drunken Rabbit needs a separate license to operate outside. Forcier motioned to approve. Cyr seconded. All in favor.

For Item B – a request for a One-Day Beer & Wine License for David Capriati of The Beer Guy for FallsFest on Saturday, July 28, 2018 – Miles asked if this event was held until 10 p.m. Brezinsky said yes, and that last call will be before 10 p.m., generally at 9:30 p.m. Forcier motioned to approve. Cyr seconded. Four in favor. Brezinsky abstained.

Etelman motioned to approve Item C – a request for multiple One-Day Beer & Wine licenses for Imad Zubi of Willits Hollowell for July 28, 30, 31 Aug. 1, 2. at Chapin Auditorium. Miles seconded. All in favor.

#### **RESIGNATIONS / APPOINTMENTS**

Forcier moved to accept the recommendation of Kevin McCallister to be the Appropriations Committee representative to the Senior Center Building Committee. Cyr seconded. All in favor.

Etelman motioned to accept the resignation of M. P Chevrette from the Bike Walk Committee. Miles seconded. All in favor.

#### **OTHER BUSINESS**

##### *Ledges Operation IGM*

Brezinsky said the Selectboard originally stated they would like to have a response and counter proposal from IGM before taking a vote on whether or not to award IGM a contract to manage Ledges Golf Course. The goal, he said, was to have a response and the ability for the Selectboard to take a vote yay or nay based on that response and counter proposal from IGM. After a series of communications, including a

conference call with Sullivan, Brezinsky Town Council Edward Ryan, Consultant Allan Dupuy and Steve Gano from IGM, Brezinsky said the feeling from the meeting was positive enough to indicate the group wanted to continue talking and wait for IGM's written response. Brezinsky said Gano was not be able to get that response in time for tonight's meeting but would have it within a few days after this meeting. Brezinsky said he feels the conversation so far has been positive enough that it was worthwhile to wait the additional time.

**ADJOURN / EXECUTIVE SESSION**

While still in open session, Miles motioned to enter executive session for the purpose of negotiating a contract with IGM pursuant to their RFP and under MGL. Cyr seconded.

Etelman asked if there is anything for the Selectboard to negotiate if IGM hasn't yet formally responded. Brezinsky said yes - to bring board members up to speed on what has been discussed in the conversations that have taken place.

**Members voted affirmatively to enter executive session by roll call vote as follows:**

<b>SB Member Forcier</b>	<b>Aye</b>
<b>SB Member Etelman</b>	<b>Aye</b>
<b>SB Member Miles</b>	<b>Aye</b>
<b>SB Member Cyr</b>	<b>Aye</b>
<b>Chair Brezinsky</b>	<b>Aye</b>

Brezinsky said the board will not return to open session. The meeting adjourned at 8:27 p.m.

RESPECTFULLY SUBMITTED  
Kristin Maher  
Executive Assistant to Administration

**SELECTBOARD MEETING  
JULY 13, 2018  
DRAFT MINUTES  
SELECTBOARD MEETING ROOM – 7 P.M.**

*Present were Chair Ira Brezinsky, Vice Chair Andrea Miles, Clerk Jeff Cyr, member Sarah Etelman, member Bruce C. Forcier, and Town Administrator Michael J. Sullivan.*

Audience; 2 members in the audience

Meeting was called to order by the Chair, he gave a brief overview of the purpose of the meeting. He explained it was to consider a counter offer from International Golf Management (IGM).

Discussion about whether or not to go into executive session on the matter ensued between SB members, it was decided it was not necessary.

The Chair directed the Town Administrator to read the resulting email correspondence from IGM (below italicized) received by Atty. Brian O'Toole and delivered to SB members under executive privilege.

Read into record below by TA Sullivan:

*Brian:*

*Mike Sullivan of the Town of South Hadley asked that I send this to you since Ed is currently out of the office.*

*As a follow up to our conference call on June 29, we would like to address two items at the request of Ed, Ira, Mike and Allen Depuy.*

*First, the group had suggested that maintenance expenses were too high as a percentage of total revenue at the course. After discussing several factors which drive up maintenance costs at The Ledges and after pointing out that maintenance conditions are a significant selling point for the course, we agreed to examine maintenance costs to determine if reductions could be made as compared to the current level of maintenance. At this point, we believe we can reduce the maintenance contract cost by roughly \$30,000 annually by making the following changes:*

- Increasing native grass (no-mow) areas between fairways and around tees and bunkers*
- Reduce rolling of greens to special events*
- Reduce bunker maintenance such as screening of rocks*
- Reduce filling of fairway divots.*

*Again, we hesitate to further trim the maintenance budget as eventually, these changes will impact player satisfaction and ultimately participation. If this happens, then all of the financial projections will need to be adjusted. Furthermore, the implementation of the new minimum wage law will make it extremely difficult to hold payroll expenses in line over the next five years.*

*Second, the group had asked if we could suggest some cancellation clause language. Below is a start.*

**SECTION \_\_. TERMINATION.**

*The Town may, by ninety (90) days prior written notice, terminate this Agreement, in whole or part, for the Town's convenience. If the termination is for the convenience of the Town, the Town shall be obligated to pay for any services provided through the date of termination. The Contractor may, by ninety (90) days prior written notice, terminate this Agreement, in whole or part, for IGM's convenience. In the event of early Termination, the Town or a successive vendor shall assume the lease of the Golf Cart Fleet housed at The Ledges.*

*We're open to other language as well if the Town has something specific in mind?  
Please extend our appreciation to the group for their hard work and dedication to The Ledges and the golfing community of South Hadley*

Member Etelman made a motion not to seek further RFP in regards to the Ledges operational contract. Vice Chair Miles second the motion.

Etelman gave an overview of the reasoning she felt the Town should not seek additional RFPs related to this matter "this is the best we are going to get". Member Forcier and Clerk Cyr echoed the sentiment, stating there has been ample discussion leading up to this morning. The SB voted (voice) 5-0 not to seek an RFP.

Member Forcier suggested could we reduce the number of bunkers resulting in some cost savings. TA Sullivan said it was discussed during the negotiations stating Mr. Gano had brought up the 74 Ledges bunkers as a maintenance cost. Clerk Cyr offered that the savings may not be greater if what was to replace the bunkers was maintenance intensive or otherwise cost intensive. TA Sullivan stated he would approach IGM to see if there was more savings.

Clerk Cyr inquired about making sure whatever is done with changes to cutting of "native grass" is consistent with the ConsCom plan in place, TA Sullivan said he would make sure it was consistent and have the ConsCom Administrator review any changes, as well a legal counsel.

TA Sullivan further explained the final vote on a contract would happen at the August 14 SB meeting.

Vice Chair Miles was concerned this agreement still leaves us in the "golf course business". This still costs the taxpayers money, with no floor for loss or ceiling for capital expenses. She expressed this was contrary to what was promised at previous public hearings. Ms. Miles stated she could not support going forward with this contract as it does not address core commitments made at the fore mentioned previous public hearing.

Clerk Cyr suggested no matter who operates the course the capital would be needed. If we were to have a substantial capital cost we would still be responsible for the cost of those repairs.

Vice Chair Miles pointed out there was historical data on the Ledges and plenty of information and articles on golf being a failing industry. Member Etelman agreed and suggested the absence of recent data should not stop us from making a decision. She further stated there will be ramifications for taking no action as well.

TA Sullivan reminded there was at one time reports given monthly, but the board felt it was too small of a "snapshot". The information is available and if the board feels it would be helpful we can get the information.

Vice Chair Miles she feels strongly there was a commitment made to get out of the golf course business at the public hearing in the Fall. Chair Brezinsky stated as long as we own the property we are going to some extent be in the "golf course business". He went on to mention the resources it drains from administration and other departments and that he would have preferred a "lease", but that is not possible at this time.

Chair Brezinsky spoke about the changing industry and stated this type of management model is a very significant change for South Hadley and offered that we could "walk and chew gum at the same time". He went on to say there needs to be more access to the property. The issue of the 90 day out clause was touched upon.

Town Administrator said they were open to any change in language for the escape clause. Members participated in a discussion and decided there was no need to change the “90 day” notice language.

Motion was made by Member Forcier to agree with terms offered by IGM and proceed to developing a contract. Second by Clerk Cyr.

TA Sullivan asked for clarification on what he is tasked with bringing back to IGM for further refinement the removal of bunkers and the increased non-golfer access to property (i.e. dog park, road race, use of clubhouse, off season). SB clarified by discussion.

Vice Chair Miles reframed the statement to clarify that the actual contract vote was to occur on August 14 the next regularly scheduled meeting.

The motion was moved the Chair called a 3-2 vote with Brezinsky, Forcier, Cyr voting in favor of moving to a contract and Etelman and Miles voting in opposition.

Vice Chair Miles moved to adjourn, Member Forcier second the SB voted 5-0 to adjourn.

DRAFT

**SELECTBOARD MEETING**  
**AUG. 8, 2018**  
**MINUTES**  
**SELECTBOARD MEETING ROOM – 5:20 P.M.**

*Present were Chair Ira Brezinsky, Vice Chair Andrea Miles, member Sarah Etelman, member Bruce C. Forcier, and Town Administrator Michael J. Sullivan. Clerk Jeff Cyr was absent.*

**CALL TO ORDER**

Brezinsky called the meeting to order at 5:20 p.m. Four members were present. Clerk Jeff Cyr was absent.

**ONE-DAY BEER & WINE LICENSES**

Etelman motioned to approve a request for multiple One-Day Beer & Wine licenses for Jenn Marion of Mount Holyoke College for Aug. 13, 14, 15 and 16 from 4:30 p.m. to 12:30 a.m. at Chapin Auditorium. Miles seconded. All in favor.

**ADJOURN**

Forcier motioned to adjourn. Etelman seconded. The meeting was adjourned at 5:34 p.m.



§ 7-4 **Council on Aging.**

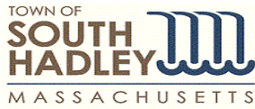
- A.** Duties. The Council on Aging shall perform the duties enumerated in MGL c. 40, § 8B. In addition, it shall:
- (1) Identify the total needs of the community's elderly population;
  - (2) Act as a provider of information, referral, counseling, nutrition and health needs that will encourage independence, participation and community involvement;
  - (3) Design, advocate and/or implement programs for the elderly of the community, including providing meaningful education, cultural, social, recreational, and volunteer activities which will foster individual growth and serve the life of the community;
  - (4) Educate the community and enlist support and participation of all citizens about elder needs; and
  - (5) Be responsive to the changing needs of the elderly in the community, in cooperative communication with community organizations, agencies and individuals.
- B.** Membership and term. The Council on Aging shall consist of 11 members, a majority of whom shall be at least age 60. The term of appointment shall be three years. Members shall not serve more than two consecutive three-year terms, or more than seven consecutive years. Previous members shall become eligible for reappointment after one year of absence. Honorary members may be appointed by the Council in recognition of meritorious service to the Council.

§ 7-5 **Conservation Commission.**

- A.** Duties. The Conservation Commission will perform duties as enumerated in MGL c. 40, § 8C and MGL c. 131, § 40.
- B.** Membership and term. The Conservation Commission shall consist of not fewer than three members and not more than seven members, each of whom shall be appointed for a term of three years.
- C.** Associate members. The Selectboard shall also appoint up to two associate non-voting members to the Conservation Commission for a term not to exceed three years. Failure to have served as an associate member shall not constitute a disqualification for appointment to fill a vacancy in the Conservation Commission.

§ 7-14 **South Hadley Cultural Council.**

- A.** Duties. The Council has the responsibility to promote and encourage the arts and to receive, obligate and disburse funds from the State Arts Lottery Fund, as enumerated in MGL c. 10, § 58. The Council shall abide by the regulations of the Massachusetts Cultural Council. In addition to the foregoing, the Council is to identify and promote cultural activities, communicate awareness of art and cultural activities, and work with other entities and individuals to establish a plan and framework for further development and promotion of cultural opportunities.
- B.** Membership and term. The Council shall consist of not fewer than five members and not more than nine members, each of whom shall be appointed for a term of three years. A person is not eligible to be appointed to more than two consecutive terms, but may be reappointed after a one-year interval. The Selectboard may also appoint up to two associate non-voting members for terms not to exceed three years.



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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

Mon, Jul 9, 2018 at 9:07 PM

### 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.*

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
 116 Main Street  
 South Hadley MA 01075.

**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 From the Following      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 you wish to apply for.

Please give any details regarding your interest in this appointment?

I received an email from my neighbor asking if I would be interested in serving on COA Board. I have been a COA member 7+ years. Since my retirement I have kept busy by volunteering. Through volunteering I have met many interesting people and think I have something to offer the COA.

#### Please Provide the Following Information

Name      Drewey Darnell

Email      [REDACTED]

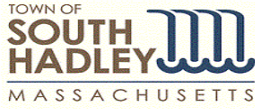
Address1      7 Ivy Lane

Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	<span style="background-color: black; color: black;">[REDACTED]</span>
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 was employed by a vending company for 40 years. Volunteered: different functions at my church--spaghetti suppers, festivals, library; Holyoke Seniors picnics; Kate's Kitchen; St. Patrick's Church; and Gaylord Library.
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Janet Veitch, Worthington Drive, South Hadley
Upload a Letter of Interest	<i>Field not completed.</i>

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



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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Mon, Jul 9, 2018 at 8:37 PM

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Choose From the Following      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 you wish to apply for.

Please give any details regarding your interest in this appointment?      After I retired from teaching at Holyoke High School, I took advantage of some of the activities at the SH Senior Center. Now that I have the time, I would like to take a more active role and be considered for an appointment on the Council on Aging.

#### Please Provide the Following Information

Name      Mary Boulais

Email      [REDACTED]

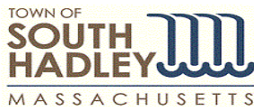
Address1      [20 Bayon Drive](#)

Address2	Apt. 311
City	South Hadley
State	MA
Zip	01075
Primary Phone	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
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.)	Retired school teacher; girl scout leader; mother of 7 children; and caretaker of my husband as his Alzheimer's progressed until his death.
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Janet Veitch, Worthington Drive, South Hadley
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Mon, Jul 9, 2018 at 9:42 PM

## Application for Appointment to Board, Commission, or Committee

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Choose From the Following      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 you wish to apply for.

Please give any details regarding your interest in this appointment?      I am a member of the South Hadley COA and have participated in some activities, met with the Shine representative for some great advice, and use the tax preparation program. I am very interested in working on the committee and hope you will consider my application.

### Please Provide the Following Information

Name      Rita Starzyk

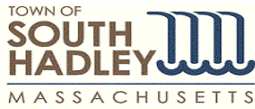
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Alternate Phone	<i>Field not completed.</i>
Cell Phone:	██████████

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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.)	Before retiring, I was employed as a Computer Programmer. I taught Key punching for 10 years at the South Hadley High School Evening Division under Jim Manitsas. Served as Treasurer on the South Hadley Chorale's Board of Directors for 12 years; and am still on the board. Was on South Hadley Cultural Council for a term of 6 months. Scheduled the Gaylord Library 35+ desk volunteers for many years. Also, the Chicopee Literacy Education Adult Program (LEAP); Mater Dolorosa School library, spaghetti suppers and other functions. I am proficient at Microsoft Word and can do databases and mail merges.
Please list any additional information you think may be helpful in reviewing your application.	Please consider my application, as my partner, Drewey Darnell, and I work very well together. We wash dishes, do function setup and takedown, etc....but no windows. :)
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Janet Veitch, Worthington Drive, South Hadley
Upload a Letter of Interest	<i>Field not completed.</i>



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Choose From the Following      Conservation Commission

List your board or committee choices here in the order of preference. If you selected "Other" above, please indicate which board or committee you wish to apply for.      *Field not completed.*

Please give any details regarding your interest in this appointment?      *Field not completed.*

#### Please Provide the Following Information


Name      Steph Clymer

Email      [REDACTED]

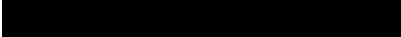
Address1      45 Fairview St

Address2      *Field not completed.*



City	South Hadley
State	MA
Zip	01075
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	<i>Field not completed.</i>

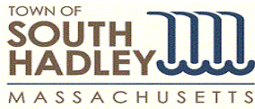
### General Questions

Are you a registered voter in the Town of South Hadley?	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.)	- BA in Biology from Arcadia University - Graduate-level coursework at UMass Amherst - Community Liaison & AmeriCorps VISTA at Tookany/Tacony-Frankford Watershed Partnership, Philadelphia, PA - Research Assistant: Neighborhood Nestwatch - Research Assistant: Climate Change and Plant Ecology - Student Researcher at Arcadia University - Project Director: Dale Twining Birding Records Project - Amherst Breeding Bird Survey Data Volunteer - Wildlife Rehabilitation Technician For more information about my background, please see my website: 
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Bill DeLuca
Upload a Letter of Interest	<a href="#">S.Clymer Letter of Interest.pdf</a>

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

I am interested in joining the Town of South Hadley Conservation Commission after hearing about the opening from Bill DeLuca. I have worked as a research scientist, environmental educator, science teacher, and community liaison for an urban watershed partnership. In these positions, and while completing my degree in biology, I learned about the intricate relationships between parts of an ecosystem, but also how people view and interact with the natural world around them. Serving on the committee will put my skills and experience in biology, ecology, and outreach to use supporting our town.

My goal will be to balance the needs of the South Hadley community with the needs of the environment and the wildlife living among us. I am especially interested in the Massachusetts Wetlands Protection Act and our local Wetlands Bylaw. In addition to providing habitat for wildlife, wetlands benefit the human population by providing clean drinking water and protection from flooding and storm damage. Protecting these assets from human activity will become increasingly important as the Town of South Hadley develops and moves into the future. I hope to be a part of it.



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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

Sat, Jul 7, 2018 at 8:19 AM

### Application for Appointment to Board, Commission, or Committee

#### Step 1

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##### 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.*

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
 116 Main Street  
 South Hadley MA 01075.

**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 From the Following      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 you wish to apply for.

Please give any details regarding your interest in this appointment?

Involvement with the Council has been on-going since 1971: mini-bus driver Social Service Coordinator Council on Aging Board Member Volunteer at special luncheons Stained glass student Mothers' Garden coordinator (since 2000) My role on the Council will be quite different now as, in the 80's, we micromanaged. I would say out of need but also because we thought that was our role. 30 years later we know that the Council should help set policy with the Director and be supportive of ideas. This is an exciting time to be a senior citizen as we invigorate our lives with a wider selection of programs including evening activities.

---

**Please Provide the Following Information**

Name	Linda Young
Email	[REDACTED]
Address1	15 Westbrook Road
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?	Yes
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in Town government?	Yes
If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	Town Meeting Member Various PTO's Needs and Goals Committee Council on Aging Drug & Alcohol Committee Board of Selectmen Charter Commission Committee to Review Town Meeting Senior Center Building Committee
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Senior citizens have always been a special part of my life first with my grandparents then others as I provided care for them. The last approximately 20 years I have been interacting with them on a social level as well and found their ideas of what their lives should be all about quite different than previously. We are more active well into our 90's and expect to be taken seriously rather than feeble minded. We need to be active and productive and have FUN!
Please list any additional information you think may be helpful in reviewing your application.	Field not completed.
How did you learn of the	Town Website, Channel 15, Other

vacancy you are applying  
for?

---

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

Board of Selectmen's meetings

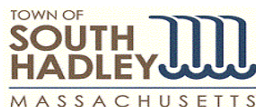
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Upload a Letter of Interest

*Field not completed.*

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



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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

Thu, Jun 21, 2018 at 2:31 PM

### 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.*

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
 116 Main Street  
 South Hadley MA 01075.

**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 From the Following      Cultural Council

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

*Field not completed.*

Please give any details regarding your interest in this appointment?

I am the head of archives and special collections at Mount Holyoke, and am interested in the arts in general. I have some experience as the recipient of library grants professionally, and know what a big difference they can make for a project. It would be a pleasure to be part of a group helping others by giving out grants or assisting cultural groups in other ways. I'd also like to be more familiar with cultural activities in town and this seems like a fun way to do that too!

#### Please Provide the Following Information

Name      Leslie Fields

Email	[REDACTED]
Address1	49 Woodbridge Street
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.
Cell Phone:	[REDACTED]

### General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	Yes
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in Town government?	Yes
If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	South Hadley Public Library Board of Trustees, currently serving
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Professional experience: Head of Archives and Special Collections, Mount Holyoke College, 2012 to the present. Previously an archivist at Smith College and an associate curator at the Morgan Library and Museum in New York. Have been a recipient of national foundation and individual foundation grants professionally.
Please list any additional information you think may be helpful in reviewing your application.	Field not completed.
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's	Rebecca Slitt

name or provide additional  
details.

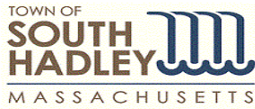
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Upload a Letter of Interest      *Field not completed.*

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





Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

noreply@civicplus.com &lt;noreply@civicplus.com&gt;

Fri, Jul 13, 2018 at 10:01 AM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, sgmeiner@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.*

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
116 Main Street  
South Hadley MA 01075.

**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 From the Following      Cultural Council

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

*Field not completed.*

Please give any details regarding your interest in this appointment?

Paul Lambert asked if I might be interested in joining the council, and I am. I have been intimately and actively involved in the South Hadley community since arriving here 5 years ago and have helped bring live music to our town ever since. I would look forward to continuing to help do what I can for the cultural climate in our town.

#### Please Provide the Following Information

Name      John Anz

Email      [REDACTED]

Address1	45 Ashton Lane
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	██████████
Alternate Phone	Field not completed.
Cell Phone:	██████████

### General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	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 have been a professional in the not-for-profit and Philanthropic Development field in the Pioneer Valley for the past 16 years. * I have produced and presented live music opportunities since 2009 and understand the grass roots level of interest, effort and funding it requires to make local and engaging entertainment happen. * I have served both my church here and the Gaylord Library since arriving in South Hadley in 2013, and have produced successful live music events and fundraising campaigns at each. * I am a staunch advocate and supporter of the arts in our region and community.
Please list any additional information you think may be helpful in reviewing your application.	Field not completed.
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Paul Lambert

Upload a Letter of Interest [SHCC - LOI.pdf](#)

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

*John B. Anz*  
*45 Ashton Lane*  
*South Hadley, MA 01075*

July 13, 2018

**RE: Letter of Interest ~ Membership on South Hadley Cultural Council**

To whom it may concern:

Please consider this correspondence as my letter of interest so that my name may be placed in consideration for membership on the South Hadley Cultural Council.

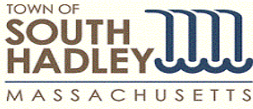
It is an honor to be asked, as it would be to serve, in such a capacity to continue to support local arts and entertainment opportunities in our community and for its many deserving artists and residents.

I look forward to hearing from you and meeting to discuss my interest to further serve the Town of South Hadley.

Kind regards,

A handwritten signature in black ink, appearing to read 'John B. Anz', with a stylized flourish at the end.

John B. Anz



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

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

Wed, Jul 11, 2018 at 10:51 AM

### Application for Appointment to Board, Commission, or Committee

#### Step 1

##### Committees

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

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
 116 Main Street  
 South Hadley MA 01075.

**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 From the Following *Field not completed.*

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

Please give any details regarding your interest in this appointment? *Field not completed.*

#### Please Provide the Following Information

Name Karen Donnelly

Email [REDACTED]

Address1 [70 Woodbridge Street](#)

Address2 *Field not completed.*

City	South Hadley
State	MA
Zip	01075
Primary Phone	<span style="background-color: black; color: black;">[REDACTED]</span>
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?	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.	See attached
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	See attached
Please list any additional information you think may be helpful in reviewing your application.	See attached
How did you learn of the vacancy you are applying for?	Other
If you indicated another resident or other above, please provide the resident's name or provide additional details.	<i>Field not completed.</i>
Upload a Letter of Interest	<a href="#">South Hadley Cultural Council.docx</a>

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

Greetings!

In August of 2016, I moved back to this area from Davidson, NC to continue my work as a Financial Advisor with Wells Fargo Advisors in Northampton. I recently purchased a home in South Hadley, and I am looking forward to becoming involved in the community.

Service as a non-profit volunteer has always been a priority, and a joy. During my tenure as chair of the newly formed Town of Davidson Public Art Commission from 2008 -2015, we commissioned and installed 3 sculptures, with budgets in excess of \$300,000. Really, they weren't just sculptures. In each instance, we created spaces, where people will naturally wish to gather, and linger awhile. Critical to the success of these projects was community outreach and providing opportunities for arts education.

<http://www.ci.davidson.nc.us/229/Davidson-Public-Art-Commission>

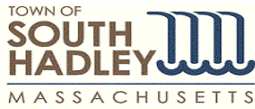
<http://www.ci.davidson.nc.us/673/Public-Art-Projects>

I have experience with drafting bylaws, applying for grants and artist searches.

Additional recent volunteer work includes:

- 2015 - Davidson College Friends of the Arts Advisory Board
- 6/11 – 6/15 – Town of Davidson Historical Society, VP
- 2015 - Charlotte Historic Preservation competition – juror

My experiences with the arts have been hugely rewarding, and I would enjoy furthering that passion with the South Hadley Cultural Council. Many thanks.



Kristin Maher &lt;kmaher@southhadleyma.gov&gt;

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

noreply@civicplus.com &lt;noreply@civicplus.com&gt;

Thu, Jul 12, 2018 at 5:00 PM

To: chamlin@southhadleyma.gov, kmaher@southhadleyma.gov, sgmeiner@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.*

You can also [print and mail a written copy \(PDF\)](#) to the Selectboard Office at  
116 Main Street  
South Hadley MA 01075.

**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 From the Following      Cultural Council

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

Please give any details regarding your interest in this appointment?

I am always interested in supporting the arts in South Hadley, whether they are visual, performance, or written arts. The Cultural Council plays an important role in funding these activities in town, and I hope to be able to help spotlight emerging and established artists in our community.

#### Please Provide the Following Information

Name      Timna Tarr

Email      [REDACTED]

Address1      28 Spring Street



Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	██████████
Alternate Phone	<i>Field not completed.</i>
Cell Phone:	██████████

### General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in Town government?	Yes
If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.	Public Library Trustee - 2015 to present
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Working craftsperson and artist - 2001-present Active volunteer in local quilt guilds - 2001-present Volunteer for South Hadley Historical Society - 2014(?) - present South Hadley Falls Neighborhood Association member and treasurer - 2012-present
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Another Resident
If you indicated another resident or other above, please provide the resident's name or provide additional details.	Mitch Resnick
Upload a Letter of Interest	<a href="#">cultural council app.docx</a>

Timna Tarr  
28 Spring St  
South Hadley, MA 01075

July 12, 2018

Dear South Hadley Selectboard Members,

I would ask you to consider my application for appointment to the South Hadley Cultural Council.

I am always interested in supporting the arts in South Hadley, whether they are visual, performance, or the written arts. The Cultural Council plays an important role in funding these activities in town, and I hope to be able to help spotlight emerging and established artists in our community.

Not only does my background include working as a professional artist and craftsperson for almost 20 years, but I have also worked on the administrative end of the arts world. I started my career by organizing non-profit workshops at the University of Massachusetts. Now I spend much of my time teaching, and occasionally curating local art exhibits.

Thank you for your consideration, and please contact me if you have any questions.

Sincerely,

Timna Tarr

TOWN OF SOUTH HADLEY MA  
Application for appointment to board, commission, or committee

The information on this form will be used to help the Selectboard to appoint residents.

First name: Donna Last name: Natale

Address: 37A Hillcrest Park

What is the best way to contact you? (Please provide the information for one or two):

Home phone: \_\_\_\_\_ Other phone: [REDACTED] Email: [REDACTED]

Current vacancies are listed at [www.southhadley.ma.gov](http://www.southhadley.ma.gov). To which board, commission, or committee do you seek appointment? (If you indicate more than one, please indicate your preference):

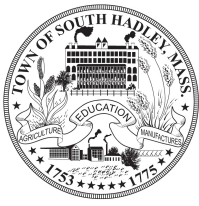
Council on Aging Board of Directors

1. How did you learn of the vacancy? (check all that apply):
  - Newspaper Name of Newspaper(s): Town Reminder
  - Town Website (<http://southhadley.ma.gov>)
  - Email from Town of South Hadley
  - Channel 15
  - From another resident: \_\_\_\_\_
  - Other: Please Specify: \_\_\_\_\_
  
2. Why are you interested in this appointment? (You may include a letter or resume or send an email with more information)  
Would like to get more involved in helping the Seniors at the South Hadley Senior Center.
  
3. What skills and experience do you have? (knowledge, other volunteer experience, employment experience, etc.) CONDO ASSOC. BOARD MBR., MNGR. AT FURNITURE STORE, VOLUNTEER AT SHCOA WITH ACTIVITIES, OFFICE, LUNCH SETUP & OTHER MISC. TASKS.
  
4. Do you now or have you previously served in town government? Yes  No
  
5. If yes, please list the board, commission or committee on which you serve(d), and the dates of your current term or the dates when you served: \_\_\_\_\_
  
6. Are you a registered voter? Yes  No
7. Are you a town meeting member? Yes  No
  
8. Is any of your immediate family employed by the town of South Hadley? (MA General Law defines immediate family as "His or her spouse, and their parents, children, brothers, and sisters")  
Yes  No

Donna Natale  
Signature

7/30/2018  
Date

Please return form to:  
Town Of South Hadley  
Selectboard Office, Town Hall  
116 Main Street  
South Hadley Ma 01075  
[selectboard@southhadley.ma.gov](mailto:selectboard@southhadley.ma.gov)



# The Commonwealth of Massachusetts

## Town of South Hadley

Selectboard  
116 Main Street, Room 109



### APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

**TGL-18-115**

Date Submitted

**8/6/2018**

Applicant Name: **South Hadley Sporting Club Inc.**

Company:

Applicant Address: **135 River Road South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For: **08/18/18**

Hours of Operation: **12pm to 8 pm**

Address of Location: **135 RIVER RD, Souh Hadley, MA 01075**

Description of Location: **135 River Road  
South Hadley, MA 01075**

Type of Event: **Picnic**

#### **RESTRICTIONS:**

- If the event is to be held indoors in a building or structure that is not annually certified as a place of assembly, an inspection may be required by the Town Building Inspector and appropriate District Fire Inspector. The applicant is responsible to schedule the inspections, if necessary.
- Per MGL Chapter 138, Section 12 and 13, alcohol cannot be sold between the hours of 2 a.m. and 8 a.m. Monday-Saturday or between the hours of 1 a.m. and 12 noon on Sunday.

#### **OTHER RESTRICTIONS:**

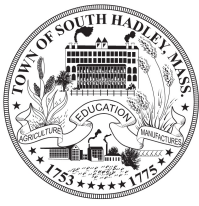
#### **LIABILITY DISCLAIMER:**

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of South Hadley, and the Selectboard, as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage should result from the exercise of the license.

#### **LIQUOR LIABILITY INSURANCE REQUIREMENT**

For any event held on town-owned property, liquor liability insurance naming the Town of South Hadley as an additional insured must be obtained prior to the event with a minimum per occurrence amount of \$250,000. A certificate of insurance showing liquor liability insurance coverage must be submitted with this application.

Payment Date	Amount Paid	Payment Type	Payment Number
8/10/2018	\$30.00	Credit Card	



# The Commonwealth of Massachusetts

## Town of South Hadley

Selectboard  
116 Main Street, Room 109



### APPLICATION FOR 1 DAY ALL ALCOHOL LICENSE

Application #

**TGL-18-117**

Date Submitted

**8/7/2018**

Applicant Name:

**Pamela Stawasz**

Company:

Applicant Address:

**110 Richview Avenue South Hadley Ma 01075**

Applicant Phone:

Applicant Email:

Date Applied For:

**Saturday, August 18, 2018**

Hours of Operation:

**6:30 - 11 p.m.**

Address of Location:

**30 MAIN ST, Souh Hadley, MA 01075**

Description of Location:

**St. Patrick's Community Center**

Type of Event:

**50th wedding anniversary party**

#### RESTRICTIONS:

- If the event is to be held indoors in a building or structure that is not annually certified as a place of assembly, an inspection may be required by the Town Building Inspector and appropriate District Fire Inspector. The applicant is responsible to schedule the inspections, if necessary.
- Per MGL Chapter 138, Section 12 and 13, alcohol cannot be sold between the hours of 2 a.m. and 8 a.m. Monday-Saturday or between the hours of 1 a.m. and 12 noon on Sunday.

#### OTHER RESTRICTIONS:

#### LIABILITY DISCLAIMER:

By exercising the privileges of this license in serving persons with alcoholic beverages, the licensee is potentially exposed to significant liability for injuries and damages to persons served or to others who are injured or damaged by the persons served. Your acceptance and exercise of this license will be deemed to be acknowledgement that you are aware of this potential liability. You are encouraged to discuss the risks associated with exercising your privileges of the license and the precautions appropriate to avoid injuries, damage and liability to others with your legal advisor. The Town of South Hadley, and the Selectboard, as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage should result from the exercise of the license.

#### LIQUOR LIABILITY INSURANCE REQUIREMENT

For any event held on town-owned property, liquor liability insurance naming the Town of South Hadley as an additional insured must be obtained prior to the event with a minimum per occurrence amount of \$250,000. A certificate of insurance showing liquor liability insurance coverage must be submitted with this application.

Payment Date	Amount Paid	Payment Type	Payment Number
8/10/2018	\$50.00	Credit Card	

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

**WARRANT FOR 2018 STATE PRIMARY**

**SS.**

To the Constables of the Town of South Hadley

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

**PRECINCT A, B, C, D, & E  
South Hadley High School, 153 Newton Street, South Hadley, MA 01075**

on **TUESDAY, THE FOURTH DAY OF SEPTEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

**SENATOR IN CONGRESS.....FOR THIS COMMONWEALTH  
GOVERNOR.....FOR THIS COMMONWEALTH  
LIEUTENANT GOVERNOR.....FOR THIS COMMONWEALTH  
ATTORNEY GENERAL.....FOR THIS COMMONWEALTH  
SECRETARY OF STATE.....FOR THIS COMMONWEALTH  
TREASURER AND RECEIVER GENERAL.....FOR THIS COMMONWEALTH  
AUDITOR.....FOR THIS COMMONWEALTH  
REPRESENTATIVE IN CONGRESS.....FIRST DISTRICT  
COUNCILLOR.....EIGHTH DISTRICT  
SENATOR IN GENERAL COURT.....HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT  
REPRESENTATIVE IN GENERAL COURT.....SECOND HAMPSHIRE DISTRICT  
DISTRICT ATTORNEY.....NORTHWESTERN DISTRICT  
CLERK OF COURTS.....HAMPSHIRE COUNTY  
REGISTER OF DEEDS.....HAMPSHIRE DISTRICT**

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectmen of South Hadley

Posting: Town Hall, Main Library, Town Common, Big Y (Willimansett St.) & Fire District 2.

\_\_\_\_\_, 2018.  
Constable

Warrant must be posted by **August 28, 2018**, (at least *seven days prior* to the **September 4, 2018** State Primary).

# TOWN OF SOUTH HADLEY

## CONTRACT

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**DATE: (XXX)**

This Contract is entered into on January 3, 2019 by and between the Town of South Hadley, 116 Main Street, South Hadley, MA 01754 (the "Town"), and

["Contractor" or "IGM"]

*INTERNATIONAL GOLF MAINTENANCE, INC.*  
5383 Gateway Boulevard, Suite 12  
Lakeland, Florida 33811

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[Telephone Number]

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[FAX Number]

AGREEMENT made as of January 3, 2019 by and between the TOWN OF SOUTH HADLEY, a Massachusetts municipal corporation with a place of business at 116 Main Street, South Hadley, Massachusetts, acting by and through the South Hadley Selectboard (the "Town"), and INTERNATIONAL GOLF MAINTENANCE, INC. (IGM), a Delaware corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at 5383 Gateway Boulevard, Suite 12, Lakeland, Florida 33811. This agreement will be in place unless dissolved or extended, as outlined within until January 3, 2024, with an option allowing five (5) one (1) year mutually agreed extensions however it will not exceed ten (10) years in its entirety.

The Town sought an entity to perform **complete operational** services **and further as outlined in the Request for Proposal (RFP) (attached)** for the Ledges Golf Club (the "Ledges") owned by the Town. The complete operational services are as defined in this agreement, the RFP submitted by IGM and any subsequent signed addendums which may be mutually executed at a future date. In order to choose an entity for performing the **complete operational** services at the Ledges the Town issued a request for proposals. IGM responded to the request for proposals and is by this agreement awarded the contract to perform the **complete operational** services described in the request for proposals at the Golf Club and this agreement. The parties are desirous of setting forth the terms for IGM's performance of the **complete operational** services at the Golf Club. The parties therefore agree as follows:

1. This is a Contract for the procurement of the following:

Services to be performed. IGM will be responsible for the maintenance, pro-shop and restaurant operations at the Ledges and as further described in a document captioned “Request for Proposals” – Management and Maintenance- Ledges Golf Club – **March 7, 2018**” issued by the Town and more directly articulated in the “Action Plan” articulated in the IGM proposal dated April 27, 2018 which includes but is not limited to team member focus, facility presentation, yield management, golf shop operations, marketing, food/beverage operations, community involvement and course conditioning, and all other Contract Documents, each document being attached and incorporated into this Agreement as if fully set forth herein.

All provisions of the RFP, including all exhibits thereto, which pertain to the contract for the Golf Club are specifically incorporated by reference in this Agreement. To the extent of any inconsistency between this Agreement and the terms of the RFP and IGM’s response to the RFP then the terms of the RFP and IGM’s response shall control.

2. The Contract price to be paid to the Contractor by the Town is:

For performance of the services described in this Agreement, the Town agrees to pay IGM the following amounts:

	Annual Total Payment	Annual Management Fee
Year 1	\$1,187,797	\$36,000
Year 2	\$1,204,632	\$36,000
Year 3	\$1,230,642	\$36,000
Year 4	\$1,248,503	\$36,000
Year 5	\$1,275,698	\$36,000

**Option Years**

Option Year 1	to January 15, 2025	To be mutually negotiated six (6) months in advance
Option Year 2	to January 15, 2026	
Option Year 3	to January 15, 2027	
Option Year 4	to January 15, 2028	
Option Year 5	not to exceed January 15, 2029	

3. Payment will be made as follows:

The foregoing monthly payments shall be made in arrears by the first day of the month following the month with exception of January and February in which the services were performed. It shall include the ten (10) percent of annual cost in the preceding schedule (#3). The management fee of \$36,000 will be paid in twelve (12) equal monthly installments of Three Thousand Six Hundred Dollars (\$3,600.00) each month including January and February. The Town shall not be obligated to make any additional payments to IGM other than those set forth above except by the mutual agreement of the Town and IGM. IGM will invoice monthly and payment will be made within fifteen days of receipt.



With each monthly invoice, IGM will supply the Town a monthly report which will include player rounds, golf shop revenues/expenses, restaurant revenues/expenses, along with a summary of course trends or deficiencies. This summary should accompany invoice when possible and be sent to:

Town of South Hadley  
Attn. Recreation Director Andrew Rogers  
116 Main Street  
South Hadley, Massachusetts  
01075

#### 4. Bond:

IGM shall provide the Town with the performance bond equal to the annual payment, obtain the appropriate insurance coverage and provide the insurance certificates to the Town. IGM will obtain a liquor liability policy sufficient to reasonably protect their interests, as well as the Town. The "Town of South Hadley" will be a named insure on all required insurance policies, including but not limited to, liquor liability, property, and casualty policies, by IGM on all policies relevant under this section.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract unless otherwise mutually agreed to in writing by the Town and IGM.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

## 6. Term of Contract and Time for Performance:

This Agreement shall be in effect for an initial period of **five (5) years**, from January 15, 2019 to **January 15, 2024**, unless terminated sooner or extended as provided in this Agreement. In the event that the Town or IGM wishes to extend the term of this Agreement after completion of the initial **five (5) year term**, the Town or IGM shall give written notice to the other party **ninety (90) days prior to the termination date (January 15, 2024)**. The respondent shall return notice of **its acceptance or denial** **thirty (30) days prior to the termination date**.

This agreement can be extended for five (5) additional one (1) year extensions. In the event that the Town or IGM wishes to extend the term of this Agreement by such one (1) year extension, the Town or IGM shall give written notice to the other party **ninety (90) days prior to the termination date of that current year's Agreement period**. The respondent shall return notice **thirty (30) days prior to the termination date its acceptance or denial**.

Nothing written or expressed in this agreement would exclude future agreements, as allowed by law.

## 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

## 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

## 9. Termination and Default:

9.1 Without Cause. The Town and/or IGM may terminate this Contract on no less than **ninety (90) calendar days' notice** when in the Town's sole discretion it determines it

is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid in full for services rendered to the date of termination pursuant to the fee schedule set forth in Paragraph 2 above. The Town will accept responsibility for the balance of contracts associated with the Ledges Golf Course from secondary parties, by way of example only, golf carts, telephone services, cable services, etc. from the date of termination going forward. In the event that IGM terminates the Agreement without cause, the Town will no longer be obligated to pay, and may cease payment of, the remaining Annual Management Fee referenced in Paragraph 2 of this Agreement upon receiving IGM's notice of termination

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on XXX (XX) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay; Force Majeure

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable

adjustment.

Force Majeure. In the event of acts or occurrences beyond the control of IGM, including, without limitations, acts of God, fire, flood, riots, hurricanes, severe, unusual or unseasonable weather or climatological changes, IGM shall be excused from the performance of affected services under this Agreement during the period of such acts of occurrences. Any monthly fees to be paid by the Town to IGM shall be reduced by the Town's good faith estimate of value of the services which were not performed by IGM as a result of any of the foregoing conditions. Without limitation, the parties agree that services to be performed essentially in concert with nature, and the unusual or severe weather may inhibit performance of services pursuant to this Agreement. To the extent that IGM intends to claim that any of the foregoing circumstances prohibit IGM from performing any services pursuant to this Agreement, IGM shall immediately notify the Town by telephone and shall follow up by written notice to the Town within 24 hours, such notices to set forth those conditions which IGM claims prohibit it from performing the services in a timely manner. The Town agrees to make a good faith determination as to whether IGM was justified in its claim that the foregoing conditions prohibited it from performing any services. Additionally, the parties agree that the Town shall be responsible for the repair or replacement of facilities at the Golf Club, including shrubbery and trees, which may be damaged by unusual or severe weather.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of South Hadley shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.  
General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.  
General Laws Chapter 149, Section 44A, *et seq.*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not

limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without

regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

#### 16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

#### 17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Selectboard or its designee (Town Administrator); and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of South Hadley unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of South Hadley shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.



- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance (NEED LIQUOR LIABILITY INSURANCE)

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate. (Waived in this agreements by Town Administrator)

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of South Hadley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom. (Waived in this agreements by Town Administrator)
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident. (Waived in this agreements by Town Administrator)
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration

date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials,

payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### 26. Payment (out)

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedy available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

#### 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts located within Hampshire County, Massachusetts or the federal district court sitting Springfield, Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the following:

(a) If intended for the Town:

Town of South Hadley  
116 Main Street  
South Hadley, Massachusetts 01075

ATT: South Hadley Selectboard  
c/o M Sullivan Town Administrator

(b) If intended for IGM:

International Golf Maintenance, Inc.  
5383 Gateway Boulevard, Suite 12  
Lakeland, Florida 33811

ATT: Eric Burk, CFO

or such other addresses as either party hereto may from time to time direct by service of notice to the other party as provided above. Any such notices, demands, and communications shall be deemed given on the date the same are sent in accordance with this Paragraph.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Miscellaneous Conditions:

Community Involvement. It is the Town's desire for IGM to provide community support by way of volunteering, nominal sponsorships or donations to various Town events or groups when possible and acceptable to IGM. The Town seeks to increase citizen access to the Ledges Golf Course for South Hadley residents by way of both golf and non-golf related activities, both during the golf season and off season. Including, but not limited to hiking, cycling, birding, snow shoeing, non-profit fund raising or other safe and legal activities. IGM involvement in promoting, devising, sponsoring or otherwise partnering with the "Town" or other groups is encouraged by this agreement. Efforts or attempts to

achieve these goals should be regularly noted in the monthly report to the Recreation Director.

Liquor License the Ledges all alcohol license will be held in the name of the municipality, with a responsible party agreeable to the Town and IGM to be listed as the “manager”, approval of said manager must be certified by the Massachusetts Alcohol Beverage Control Commission standards to serve and oversee operations of an establishment serving alcohol. The manager will be responsible for training, directing and overseeing staff in relationship to this clause. The license may not be pledged as an asset by IGM and/or the manager for any reason. The license will revert to the Town upon termination of this agreement.

Budget/Rates IGM will prepare for the Town each year by or before October 15<sup>th</sup> a proposed operating budget, a proposed rate schedule, and a revenue projection based on those proposals for the subsequent fiscal year. IGM will present a list of known or suspected capital needs for the entire property. The list will prioritize those needs to reflect a five year plan. The Selectboard will meet or direct Administration to meet with IGM to develop a budget for the successive fiscal year.

The Town Administrator will notify IGM of the final recommendation to be presented to Town Meeting as to the proposed budget no later than the following April 15<sup>th</sup>.

Availability IGM will make appropriate personnel available to the South Hadley Selectboard, the Ledges Golf Commission and the Recreation Director when reasonable notice is given to discuss matters related to the Ledges’ operation. Any and all other requests to appear before a public body must be approved and arranged by the Selectboard or Town Administrator acting as the agent of the Selectboard.

The foregoing provisions apply to all contracts to which the Town of South Hadley shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

Executed as a sealed instrument as of the date first written above.

TOWN OF SOUTH HADLEY

By: \_\_\_\_\_  
Selectboard

By: \_\_\_\_\_  
Selectboard

By: \_\_\_\_\_  
Selectboard

By: \_\_\_\_\_  
Selectboard

By: \_\_\_\_\_  
Selectboard

Representing a majority of the  
South Hadley Selectboard

Authorized by  
INTERNATIONAL GOLF  
MAINTENANCE, INC.

By: \_\_\_\_\_  
Chief Financial Officer  
Eric Burk,

By: \_\_\_\_\_  
Vice President, Operations  
Steve Gano

## LICENSE AGREEMENT

THIS AGREEMENT between the **HOLYOKE GAS AND ELECTRIC DEPARTMENT** (HG&E) having its principal office at 99 Suffolk Street, Holyoke, Massachusetts 01040 ("Licensor") and **THE INHABITANTS OF THE TOWN OF SOUTH HADLEY** ("Licensee") is effective January 1, 2018 and relates to the **Main Street, South Hadley, Hampshire County, Massachusetts parcel shown on Exhibit A attached hereto and incorporated herein.**

### W I T N E S S E T H

IN CONSIDERATION of the promises exchanged herein, and in resolution of disputed claims of right to own and use certain real estate in South Hadley, Massachusetts, the parties agree that:

#### TRANSFER OR RECORDING

1. This License is personal to the Licensee. This License may not be assigned or recorded without the advance and express written consent of the Licensor. Before conveying any interest in the land subject to this license to any party other than the Licensee, the Licensor shall provide such party notice of this License.

#### TERM

2. This License commences on January 1, 2018 and will terminate on August 20, 2038, unless sooner terminated in accordance with Paragraph 6. The Licensor and the Licensee and their successors may extend this license by mutual agreement evidenced in accordance with Paragraph 16; provided it expressly understood there is no expectation that this License must be extended. As additional consideration for the length of the term of this License, the receipt and sufficiency of which are hereby acknowledged, Licensee agrees to during the term hereof to not oppose, object or file any comments with Federal Energy Regulatory Commission ("FERC") or any other Federal or State governmental agency with jurisdiction over the Holyoke Dam and its related pond and facilities, relating to Licensor, or relating to the Holyoke Project [licensed by the FERC as Project No. 2004 ("FERC License") and covered by a Water Quality Certification ("WQC") issued by the Massachusetts Department of Environmental Protection ("MADEP")].



## **USES**

3. This License requires the Licensee to improve, maintain (trash, debris, snow removal etc.) and redevelop the Municipal Parking Lot owned by HG&E ("Property"). The Property is more particularly described on the sketch attached to this License as Exhibit A.

It is understood that the Property is included within the area subject to the FERC License for Project No. 2004, issued in August 1999 as amended from time to time ("FERC License"), and is also subject to the WQC issued by MADEP, and is further subject to all past, present and future Federal and State rulings, orders, approvals, laws and regulations applicable thereto (Governmental Approvals).

The Licensor shall have the right to impose conditions upon any current or additional use conducted by the Licensee within the Property necessary to assure compliance with the Governmental Approvals, all applicable Federal and State requirements, and the safety of the Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property. Within thirty (30) days of the Licensor's submittal of an invoice, the Licensee shall reimburse the Licensor for its reasonable expenses to review any request by the Licensee for additional use (including but not limited to costs for administrative and legal review, engineering and field inspection).

## **OTHER USES**

4. Except to the extent described in Section 3 or pursuant to permission obtained under Paragraph 10, the Licensee shall not undertake or permit:

- a) any excavation, grading or filling on the Property,
- b) construction of any structures or improvements on the Property,
- c) removal of timber from the Property, or
- d) storage, even temporarily, of materials or equipment on the Property.

**FEES AND CHARGES**

5. a) The fee for the Licensee's use of the Property shall be Ten (\$10.00) Dollars per year with the initial payment payable upon acceptance of this License. All fees shall increase three percent over the previous year fee on January 1st each year during the term hereon. Payments must accompany the signed license and be returned to:

Attn: Comptroller  
City of Holyoke Gas & Electric  
99 Suffolk Street  
Holyoke, MA 01040

b) The Licensee shall be responsible for any additional charge(s) or tax levied upon the Licensor by reason of the Licensee's use of or improvement to the Property. The Licensee must reimburse the Licensor the full amount of such charge(s) or tax within thirty (30) days from the date of the Licensor's invoice for such charge(s) or tax as an additional license fee. An interest charge of 1 1/2% per month or 18% per year shall be levied on all payments that are more than thirty (30) days past due. The Licensee shall be responsible for payment of the Licensor's reasonable attorneys' and experts' fees and costs of enforcing any provision of this License.

**TERMINATION**

6. This License shall terminate upon the date specified in Paragraph 2 or sooner with the occurrence of any one of the following events:

a) the date it is recorded without the advance written consent of the Licensor,

b) thirty (30) days following Licensee's receipt of written notice from the Licensor if the Licensee breaches any provision of this License and the Licensee during such thirty (30) day period fails to remedy or cure any such breach in the reasonable opinion of Licensor; provided termination shall be immediate if the breach causes a violation of the FERC License or the MADEP WQC, or any Federal or State ruling, order, law or regulation,

c) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasi-public use, OR

d) if an emergency is declared by Licensor in its sole discretion.

The Licensor shall refund the pro rata portion of any prepaid fee, less sums due the Licensor, as of the effective date of termination. Termination shall not affect the Licensee's obligation under this License arising on or before the effective date of termination, including but not limited to obligations for payment, indemnity and reimbursement.

#### **IMPROVEMENTS AND RESTORATION**

7. On or before the date of termination, all improvements made by the Licensee shall be removed at the Licensee's sole cost and risk, and the Licensee shall restore the Property to its natural condition, to the reasonable satisfaction of the Licensor. Any improvements or following termination shall, at the sole option of the Licensor, either:

a) be deemed the property of the Licensor, and the Licensee shall execute any appropriate documents of transfer, or

b) be removed by the Licensor without liability to the Licensee and all costs for removal, disposal and property restoration shall be paid by the Licensee. The Licensee will be required to reimburse the Licensor for the expenses of such disposal within thirty (30) days from the date of the Licensor's invoice as an additional license fee.

#### **POLLUTANTS/PERMITS**

8. The Licensee shall not at any time use or store any pollutant or hazardous material on the Property, and shall at all times maintain the Property in a safe and lawful condition. "Pollutant" and "Hazardous material" shall not mean consumer products being maintained or used in accordance with generally accepted consumer use. Upon the Licensor's request, the Licensee shall provide evidence reasonably satisfactory to the Licensor that all required consents or permits are in force for the Licensee's use of the Property.

#### **COMPLIANCE WITH LAWS**

9. The Licensee shall comply with, and shall cause the Property, in connection with the Licensee's use, to comply with all applicable local, county, state and/or federal laws,

regulations, codes, ordinances or orders of any description, including but not limited to zoning, building, engineering, sanitation, health or environmental laws, and shall promptly remedy any breach of same. Each of the Licensor and the Licensee may request assistance of law enforcement officials to prevent trespassing or other unauthorized or unlawful use of the property.

#### **INSPECTION OF THE PROPERTY**

10. The Licensee acknowledges that it has inspected the Property and has determined it to be suitable for the Licensee's use. The Licensee agrees that it is not relying on any oral or written representation of the Licensor concerning the Property (including but not limited to dimensions, zoning, soil conditions, environmental conditions, legal restrictions, or uses by adjoining or third parties). Nothing herein shall prevent the Licensee, subject to Paragraph 3, from applying to the South Hadley Conservation Commission or other governmental authority for permission to perform vista pruning, mowing or other landscaping on the Property. The Licensor shall execute, at the Licensee's expense, all documents necessary in applying for or maintaining such permission, and Licensor shall allow recording an Order of Conditions or other permit allowing landscaping; provided this License shall never be recorded.

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

11. The Licensee's use of the Property is subject to the Licensor's right to enter and use the Property for its business purposes, including but not limited to its operations under the FERC License and the MADEP WQC. Without limitation to its general right to use and access the Property under the FERC License and the MADEP WQC, the Licensor shall have the right, at any time and without liability or compensation to the Licensee, to intentionally flood the Property with water and/or ice, or to allow the Property to be flooded, as part of FERC Project No. 2004 operations; to use the Property to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Property as part of Licensor's business operations; and to inspect the property for compliance with the conditions of this License, and for any other business purpose. The Licensee further releases the Licensor from any liability to the Licensee for damages to the Licensee's Property (including but not limited to structures, crops, shrubs

or trees) due to the Licensor's use of the Property for its business purposes.

**INSURANCE**

12. For so long as this License is in effect, and as a condition to entering Property, the Licensee must provide Certificates of Insurance of at least public liability insurance under the Licensee's commercial policy, or under a separate liability policy, with a combined single limit of \$5,000,000 per occurrence for bodily injury and for property damage.

All policies shall be endorsed to name the Licensor, its commissioners, managers, employees, agents and affiliates as Additional Insureds with respect to any and all bodily injury and/or property damage, to require that thirty (30) days written notice be given to the Licensor prior to any cancellation or material change in the policy, and

All insurance certificates must identify the location of the property.

**INDEMNIFICATION**

13. The Licensee shall indemnify, defend with Licensor's counsel and hold the Licensor, its commissioners, managers, agents, employees, assigns and affiliates harmless from any and all claims, costs (including any attorneys' and experts' fees and costs), loss or liability whatsoever for injury to persons (including death) or damage to the Property (including environmental damage to the Property), or fines or penalties under the FERC License, MADEP WQC, or any other Government Approvals, caused by or resulting from the Licensee's acts, omissions or use of the Property.

**NOTICES**

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

Licensor: Manager  
City of Holyoke Gas & Electric Department  
99 Suffolk Street  
Holyoke, Massachusetts 01040

Licensee: Town Manager  
116 Main Street, South Hadley, MA 01075

**CONTINUING OBLIGATION**

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

**MISCELLANEOUS**

16. This License constitutes the entire agreement between the Licensor and the Licensee with respect to the Property and no oral statements, promises, express or implied warranties or other understandings except those expressly set forth in this License shall be valid unless reduced to writing and signed by both parties on or after the date of this License. Disputes regarding this License shall be litigated, if at all, only in courts in Hampden County, Massachusetts.

**RIGHT TO ENTER**

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

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed effective as of the date first written above.

LICENSOR: Holyoke Gas & Electric Department

By \_\_\_\_\_  
James M. Lavelle, Manager

LICENSEE: By \_\_\_\_\_  
Town Manager

By \_\_\_\_\_  
Select Board Chair

By \_\_\_\_\_  
Select Board Member

By \_\_\_\_\_  
Select Board Member

By \_\_\_\_\_  
Select Board Member

By \_\_\_\_\_  
Select Board Member

August 3, 2018

Andy Rogers  
Recreation Commission  
Town of South Hadley  
116 Main Street  
South Hadley, MA 01075

Dear Andy:

It is with mixed emotions that I must tender my resignation from the Recreation Commission. I was recently appointed to serve as an Associate Justice of the Superior Court and have been told that I can no longer participate as an appointed Commissioner due to my new position. I will greatly miss the work of the Commission as well as the opportunity to collaborate with you and the other Commissioners every month. Thank you, and all of the Commissions, for all of your hard work and dedication to the betterment of youth sports and recreation in South Hadley.

Sincerely,

Jane



Ira Brezinsky, Chair  
Andrea Miles, Vice-Chair  
Jeff Cyr, Clerk  
Sarah Etelman,  
Bruce Forcier

Michael J. Sullivan  
Town Administrator

August 10, 2018

Honorable Selectboard,

It seems as though I have not penned a TA Report in months, I hope you all enjoyed the respite. This report will briefly capture some of the issues and projects which has been occupying my time as well as others in Town Hall, over the last five weeks.

**Labor Law Seminar;** the Town of South Hadley recently hosted a seminar at the South Hadley Public Library in particular to review United States Supreme Court (USSC) ruling on *Janus v. American Federation of State, County and Municipal Employees Council 31 (June 27, 2018)*.

This case has sent shock waves through municipal government in regards to not only the change, but the potential impact. This case has to do with First Amendment Rights where an Illinois non-union member was required to pay an agency fee to AFSCME. The employee claimed the deductions were coerced political speech in that he did not agree with political positions held by AFSCME.

The USSC ruled that it was unconstitutional to force someone to pay agency fees or in some cases union fees without the individual employees expressed consent. The question remains if an employer does not have the individual documentation for those deductions what is the municipal exposure. ATA Wolowicz, Michelle Parent (HR) and I are very much interested in proceeding deliberately in reducing any exposure the Town of South Hadley may have in regards to this ruling, as we have been collecting union's dues as previously required by state law and in some cases agreement.

The seminar was hosted by the Town of South Hadley, presented free of charge by our labor counsel Sullivan, Hayes and Quinn and attended by two dozen HR and administrative professionals from six different communities. I am sure we will be discussing this issue further as we learn more and as there are challenges of the ruling Thank you Atty. Sullivan (no relation) for presenting and thank you ATA Wolowicz for organizing the meeting.



**Town Counsel, Town Moderator Edward J. Ryan,** It is with a very heavy hearts we have paid our final respects to Attorney Ed Ryan. There are few who have ever matched his dedication to South Hadley, his church, his family and unquestionably to his wife Priscilla. He is and will be missed by Town Hall staff. His five decades of service to the Town of South Hadley will not be equaled in my lifetime.

As is required of us in life we do need to move forward, beyond the loss. In respect to that requisite, numerous projects Town Counsel Ryan played an integral part are progressing. The Friday just prior to his passing he was assisting his capable second chair Attorney Brian O'Toole and I in crafting language for the IGM/Ledges contract from his hospital bed. While his guidance will be missed Atty. O'Toole had already been doing some of the work in South Hadley and Granby. I am confident we will have legal services which meets the expectation of the SB, incorporates the terms already laid out for Town Counsel and has the necessary protections for the Town.

Attorney O'Toole, is fully immersed in a number of other cases/transactions including but not limited to the 1 Canal Street property transfer, Marion/Ziggy Dog case, the Republic Services contract and the various issue which come up every day in the public space. Having served for some time as the Associate Town Counsel in Granby and the numerous city solicitors/town counsel, who have offered him support out of respect for Ed Ryan, I am confident we will be able to make it to safe harbor from these turbulent seas.

In respect to the Town Moderator, the Clerk will send a letter to the Selectboard to officially notify you of the vacancy. A reading of MGL Chapter 41 section 10, "...the board of selectmen **may** call a special election". I believe this provision exists primarily to fill other elected offices (i.e. auditor, treasurer, clerk etc. in the communities where they are elected) by the election process. Given the cost, the fact if you did have a special election they would only serve until the April 2019 Annual election it seems illogical, since there are remedies prescribed for a Moderator being absent at a "Special Town Meeting" (or ATM).

There has been questions raised about the importance of the Moderator participating prior to a Town Meeting and the reality while the Town Counsel has a role in reviewing the warrant articles, the Moderators responsibility is to conduct the business and oversee Town Meeting. The "warrant" is really in the hands of the Selectboard ...and by their directive the Town Administrator.

The challenge is the responsibilities became conflated as Moderator/Counsel Ryan performed his dual role seamlessly. I would recommend going forward the two responsibilities become bifurcated. The "Town Counsel" would still review warrant articles, attend Town Meeting to offer limited legal advice and assist the By-law Review Committee through Administration with crafting by-laws. There a number of areas where we use "Special Counsel" (i.e. Tax Title, Labor).It is impossible to say nothing will change, because it has....

**Dollar General,** opened on August 1<sup>st</sup> and seems to be doing a brisk business since. There were some veiled comments from some "...it is not the type of store South Hadley wants", "...it will just bring people over the bridge", "...all they sell is junk".

To be honest I did not know a lot about Dollar General, like some of the people who are making these comments I had not even been in a Dollar General. There was some confusion with "Dollar Tree", matter of fact I believe our Building Department may have confused the two names early on in the process.

So I started to take a look at the chain, visited some stores and talked to some retail site selectors. Some interesting facts: they have 14,000 neighborhood "general stores" in 44 states, they are dedicated to clean stores (which is what I found in my visits) filled with brand names and value prices (check), the staffing was helpful and responsive, I also found out Dollar General invests millions of dollars in local communities to fight illiteracy, as a socially responsible gesture.

The new free standing stores they are constructing are very attractive (Westfield Route 10), but in this case it brought much needed tenancy to a plaza with an abundance of empty space. This group of investors took a step which certainly suggests the truth of the vacancy issue when they razed 65,000 square feet after trying diligently to find tenants to no avail.

DG is also very demanding about the look and feel of the property they rent. The landlord is held to very high standard in regards to making sure the property is kept in excellent condition as part of the lease, from litter to the painted lines in the parking lot to restrictions on other retail signs. Finding an in-store retailer these days is hard enough, where Amazon, Target, Ebay and host of others allow your goods to be delivered to your door, when people are buying socks, mattresses and razor blades on-line, with Pea Pod and Blue Chef, even WB Mason, no sector is being spared from the on-line onslaught. The number of "bricks and mortar" retailers is shrinking.

As the Cosmetic Value Store did not have location close by in Chicopee and another one in Granby made efforts from the developer to attract them futile (they too are going on-line). While Dollar General carries most of what a Consumer Value Store does, less the prescriptions. It seems this would be a good shopping option for consumers. I wonder if the people who dislike the idea of a DG, but would like a CVS would feel the same if they went by their full and original name Consumer Value Store. Sometimes it is just a mindset often conceived by a lack of familiarity.

The one direct call made to this office was grateful the DG was opening, this retired woman informed me that she was on a fixed income and had shopped DG before, and stated "they have great prices on milk and other foods". As far as people coming "over the bridge", I noticed two lanes.

**VBS Stations**, Town Planner Richard Harris and I recently attended a meeting in N'hampton to learn more about what is being done to work out some of the bugs in the system. After what I would term an inauspicious roll out there does seem to be some promising signs of correction, albeit slow.

They are moving ahead with plans for more mini roll outs in each community, as are we, but all parties have to be sensitive to making certain there are less system complications. It is not our intent to frustrate public.

The good news is there has been over 10,000 miles tracked and a promising growth pattern of users, becoming members, as well as daily riders. The Bridge Street Station is getting some use and the Town Commons is seeing what I would term significant use.

We have reached out to some property owners in the Woodlawn area about filling in a gap and we also are looking at Phase II locations near Big Y (as Chicopee may be joining) and somewhere near East and Granby Road. There is a great deal to be considered, including available safe space, but we are rolling!

**Paul Bockelman Amherst Town Manager**, recently I had the opportunity to travel to Amherst to meet with my colleague to discuss possible opportunities we may have to collaborate and to see how the change of government will/is affecting Amherst as a town.

There were several articles in local newspapers about the fact the Town of Amherst discussed, debated and eventually voted to change their form of government. They considered going to "mayor" for, but after much deliberation they decided to go with a Town Manager (as the executive) and a 13 member Town Council (legislative). The Council will appoint the Town Manager and negotiate the manager's contract.

The Council will replace their representative Town Meeting. There was a great deal of discussion over this and there were several forums. One you may remember I was asked to speak to the advantages of a "manager" form as opposed to a mayor form, Mayor Narkewicz spoke to the advantages of the mayor form. Ultimately after several other conversations and a ballot question on the matter the "Council" form was chosen.

It is my belief how this progresses for Amherst would be worthwhile for South Hadley to observe. Palmer has been seemingly very successful under Charles Blanchard in respect to their becoming a Council town. Just so no one thinks there is something nefarious in my mentioning this concept, I am confident I will be long gone before the SoHa government changes ....again.

**Secure Energy**, we have agreed to a three year lock-in at \$3.49 decatherm, .21 lower than our present agreement. We again utilized Secure Energy to administer our bid process for natural gas futures. Direct Energy will continue to supply our gas with Columbia Gas as the delivery service.

If Columbia's delivery charge remains steady we should see a slight savings in natural gas power. It is not something sufficient to realize a transformative savings, probably less than \$ 12K, but this allows us to budget and protects us for three years against any increase on the supplied side. The bid sheet was sent to five suppliers by Secure as our power purchase partner.

MEI John Howard, I would like thank John for his assistance in updating our roster of vehicles in the Massachusetts Energy Insight platform. It is greatly appreciated. It is our hope we will be able to utilize this more effectively in the future to address energy usage for Town properties.

It is unfortunate after several attempts Siemen's has not responded to inquiries about our performance report and request to create a new base line. I have spoken with Beth Greenblatt

and we will be looking for her to become involved directly in the baseline process. I thank the SEC for their extreme patience on this matter.

**Building Commissioner**, I have made a conditional offer of employment to Dave Gardner to become our Building Commissioner in South Hadley. Dave had worked for us as a part time inspector about two years ago, he left on good terms for a better opportunity and is come back with more experience and certification as a Building Commissioner in Massachusetts.

There will be slight interruption in services, but we are working with City of Chicopee Inspectional Services to cover some of the priorities. We should be fully operational by August 27. Thank you and the building community for the collective patience.

**Website Refresh**, we begun the preliminary process of the "refresh". The first step was to look at each page and quickly identify some defects in the pages. We found immediately about two dozen issues. This was not a deep dive. We also discussed some fairly apparent issues with content, I will set that aside for now, and we found some labeling, process, mapping that was less than intuitive. Again, this is an on-going process, kiazen in nature. As the website has made improvements, but we do need to increase the culture of continuous improvement.

Another first step is to reach out to boards, commissions and in some situations departments encouraging them to take another look at their pages. This has produced some improvements. We also have a staff person and a summer intern combing the pages to identify pages which have inaccurate information (i.e. broken links, board members who have retired, new members, un-linked duplicates, access to ghost forms).

In respect to being intuitive the ATA Jennifer Wolowicz, IT Coordinator Jamie Doolittle, Exec Admin Assistant Kristin Maher (who is being tasked with the refresh) and I had a healthy debate about what is "intuitive" when it comes to a website. It is an interesting concept. There also is the sensible issues in regards to pages should we have a Board of Health Page and Public Health page, would the site visitor know the difference? As we ask more questions we get more questions.

There will be an update of pictures, if you have some you would like to submit, we will be changing the color and the logo we introduced last year will be incorporated. We welcome ideas, comments, suggestions or criticism (not with the same zeal) in respect to the refresh. I believe this is all progress, but in the ever changing world of technology we can never tell.

Thank you for your support and attention to the issues facing South Hadley,

Respectfully submitted;

Michael J. Sullivan  
Town Administrator, South Hadley