

**SELECTBOARD MEETING
TUESDAY, SEPT. 11, 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 Aug. 14 Selectboard meeting*
3. ANNOUNCEMENTS / OPEN FORUM
4. CONSENT AGENDA
 - A. A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hallowell for Saturday, Sept. 15 from 4:30-7:30 p.m. for a reception at the greenhouse and gardens.
 - B. A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hallowell for Tuesday, Sept. 18 from 3:30-6:30 p.m. for a reception at Dwight Hall.
 - C. A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hallowell for Sunday, Sept. 23 from 4:30-6:30 p.m. for a reception at the art museum lobby.
 - D. A request for a one-day All Alcohol license for Rachel Osborn of Willits Hallowell on Saturday, Sept. 29 from 5-8 p.m. for a reception at the Pratt McCulloch Auditorium.
 - E. A request for a one-day Beer & Wine license for Rachel Osborn of Willits Hallowell for Thursday, Oct. 4 from 4-7 p.m. for a reception at the Mary Lyon Courtyard.
 - F. A request for multiple (11) one-day All Alcohol licenses from Mike McCray for fall operations in the McCray's mini golf parking lot on Sept. 29, 30, Oct. 6, 7, 8, 15, 16, 22, 23, 29, 30
 - G. A request for multiple (4) one-day Beer & Wine licenses from Sue Canedy for a Gaylord Library Wine Down fundraisers on Oct. 5, 12, Nov. 2, 7 from 5-7:30 p.m.
5. RESIGNATIONS/APPOINTMENTS
 - A. Resignation of William Schenker from the Council on Aging
 - B. Resignation of Joan Hopkins from the Golf Commission
6. NEW BUSINESS
 - A. Trash fee warrant
 - B. Dog park proposal
7. OTHER BUSINESS
 - A. IGM Agreement
8. TOWN ADMINISTRATORS REPORT
9. CHAIRMAN'S REPORT
10. ADJOURN

SELECTBOARD MEETING
AUG. 14, 2018
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. He offered a moment of silence in memory of town council Edward Ryan who passed away July 29.

APPROVAL OF MINUTES

Forcier motioned to approve the draft minutes of the *July 10, 13 and Aug. 8 Selectboard meetings. Miles seconded. All in favor.*

OPEN FORUM

Forcier noted the fifth-annual BATTERY BROOK PARK CAR SHOW will be held Sunday from 10 a.m. to 2 p.m.

Sullivan informed residents of an upcoming September change in PVTA service and suggested they visit the PVTA website for more information.

Town Clerk Carlene Hamlin informed residents tomorrow – Wednesday, Aug 15 – is the last day to register to vote in the Sept. 4 primary. She mentioned absentee ballots are now available in her office through Aug. 31. She noted ballot machines will be tested in her office on Aug. 24 at 9 a.m.

NEW EMPLOYEES

Recent hires to the Town of South Hadley were introduced to the board. They include COA Media & Activities Coordinator Paris Brantley, Assistant Town Clerk Sarah Gmeiner, WWTP Senior Plant Attendant Vincent Mooney, Gaylord Youth Librarian Bridget Kennedy, and police officers Spencer Hart, Junior Swaby and Kelsey Davey, and dispatcher Juliet Brown.

REVIEW OF TOWN LEGAL REPRESENTATION

Sullivan introduced Attorney Brian O'Toole who has worked on several cases representing TOSH with Ed Ryan. Forcier motioned to retain O'Toole's services as general town counsel through Ryan & Boudreau until the first of the year, and then revisit representation at that time. Etelman seconded. All in favor.

BOARD/COMMITTEE INTERVIEWS

The Selectboard interviewed Steph Clymer for a position on the Conservation Commission; Linda Young and Donna Natale for positions on the Council on Aging; and Leslie Fields, John Anz, Karen Donnelly and Timna Tar for positions on the Cultural Council.

Etelman moved to appoint Clymer to a three-year term on the Conservation Commission to a term ending in 2021. Cyr seconded. All in favor. Clymer distributed her resume which is on file in the Selectboard office.

The Selectboard appointed Linda Young, Drewey Darnell and Mary Boulais to three-year terms on the Council on Aging ending in 2021.

Miles motioned to create to associate member positions on the Cultural Council. Etelman seconded. All in favor.

The Selectboard appointed Leslie Fields to a three-year term on the Cultural Council ending in 2021. They appointed Timna Tar to a two-year term on the Cultural Council ending in 2020.

Cyr motioned to appoint John Anz and Karen Donnelly as associate members to the Cultural Council with one-year terms ending in 2019. Etelman seconded. All in favor.

CONSENT AGENDA

Cyr motioned to approve the consent agenda which included 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. and a request for a One-Day Beer & Wine license from Pamela Stawasz on Aug. 18 for a 50th wedding anniversary at St. Patrick's Community Center from 6:30 – 11 p.m. Miles seconded. All in favor.

STATE PRIMARY

Miles motioned to approve the state primary warrant. Forcier seconded. All in favor.

LEDGES

Sullivan said he expects to have a final, clean copy of an agreement with IGM within the next week or so. Some changes include a correction of financial figures in the first five years of projections. Sullivan said a \$30,000 bunker reduction was made. IGM will not fill in the bunkers as previously suggested but has decided to let them grow out. Sand trap maintenance will also be reduced. IGM is concerned with making sure the course remains in excellent condition because IGM feels that is a selling point.

LITHIA SPRINGS ROAD

Sullivan said the Selectboard three years ago voted to install "No Parking Tow Zone" signs on the side of Lithia Springs Road closest to the unaccepted way - essentially where the paved part of Lithia Springs Road meets the dirt road. At that time, there was one resident against installing such signs. Now, that resident is in favor. By putting up signs, the town has the right to tow any vehicles disregarding the signs.

Sullivan said the state is considering moving the Lithia Springs gate to the end of the unaccepted way.

Forcier motioned to post Lithia Springs Road as a "No Parking Tow Zone" for the entire accepted way. Miles seconded. All in favor.

HGE PARKING

Sullivan said TOSH hasn't reaffirmed their agreement with Holyoke Gas & Electric to manage the parking lot across from St. Patrick's Church in nine years. Before work begins on the lot, TOSH needed to reaffirm. There are no changes in the agreement from the last time TOSH signed. Forcier motioned to reaffirm the license of the Holyoke Gas & Electric parking lot. Cyr seconded. All in favor.

RESIGNATION

Forcier motioned to accept the resignation of Jane Gawron from the Recreation Commission, with thanks for her volunteerism. Miles seconded. All in favor.

OTHER BUSINESS

Selectboard meeting date changes

The upcoming September and November elections conflict with Selectboard meetings usually set for the first and third Tuesday of each month. The Selectboard rescheduled those meetings to Sept. 11, Sept. 25, Nov. 13 and Nov. 27.

TOWN ADMINISRATOR'S REPORT

Dollar General

Etelman thanked Sullivan for his positive comments about Dollar General, and said she appreciated those comments being made in writing. She said Dollar General is a store that wants to be a good neighbor and works hard at being a good retailer.

Sullivan added that the name likely throws off the public. He said they have a value-priced product line but it's good quality.

Cyr said they did a phenomenal job getting into town very fast.

Miles noted the store is good and clean.

ValleyBike Share

Sullivan noted there will be a mini relaunch of the ValleyBike Share with Mount Holyoke in September.

Building Commissioner

Sullivan said there is coverage in the building department during the transition from former building commissioner Mark Gillmette to current building commissioner David Gardner. He said Gardner was previously a part-time inspector for TOSH who left to work full time in Chicopee and then in Northampton. He is now a certified commissioner, which Sullivan said is increasingly difficult to find.

Website Refresh

Sullivan noted staff are working on a refresh of the town website with CivicPlus, and are also mining the site page by page internally to make updates and changes.

ADJOURN

Forcier motioned to adjourn. Cyr seconded. All in favor. The meeting adjourned at 8:46 p.m.

RESPECTFULLY SUBMITTED
Kristin Maher
Executive Assistant to Administration



The Commonwealth of Massachusetts
 Town of South Hadley



Selectboard
 116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

TGL-18-139

Date Submitted

8/27/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For:

Saturday, September 15, 2018

Hours of Operation:

4:30-7:30pm

Address of Location:

50 COLLEGE ST, Souh Hadley, MA 01075

Description of Location:

Greenhouse & Gardens

Type of Event:

Reception

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 occurnace 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 |
|--------------|-------------|--------------|----------------|
| 8/27/2018 | \$30.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

TGL-18-150

Date Submitted

9/4/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For: **Tuesday, September 18, 2018**

Hours of Operation: **3:30-6:30pm**

Address of Location: **50 COLLEGE ST, Souh Hadley, MA 01075**

Description of Location: **Dwight Hall, 2nd floor Living Room**

Type of Event: **Reception**

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:

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LIQUOR LIABILITY INSURANCE REQUIREMENT

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| Payment Date | Amount Paid | Payment Type | Payment Number |
|--------------|-------------|--------------|----------------|
| 9/4/2018 | \$30.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

TGL-18-151

Date Submitted

9/4/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For: **Sunday, September 23, 2018**

Hours of Operation: **4:30-6:30pm**

Address of Location: **50 COLLEGE ST, Souh Hadley, MA 01075**

Description of Location: **Art Museum Lobby**

Type of Event: **Reception**

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:

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LIQUOR LIABILITY INSURANCE REQUIREMENT

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| Payment Date | Amount Paid | Payment Type | Payment Number |
|--------------|-------------|--------------|----------------|
| 9/4/2018 | \$30.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY ALL ALCOHOL LICENSE

Application #

TGL-18-140

Date Submitted

8/27/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For: **Saturday, September 29, 2018**

Hours of Operation: **5:00-8:00pm**

Address of Location: **50 COLLEGE ST, Souh Hadley, MA 01075**

Description of Location: **Pratt McCulloch Auditorium**

Type of Event: **Reception**

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:

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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 |
|--------------|-------------|--------------|----------------|
| 8/27/2018 | \$50.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY ALL ALCOHOL - MULTI DATE LICENSE

Application #

TGL-18-153

Date Submitted

9/4/2018

Applicant Name: **Stephen McCray**

Company:

Applicant Address: **55 Alvord Street South Hadley MA 01075**

Applicant Phone: [REDACTED] Applicant Email: [REDACTED]

Dates Applied For: **09/29/18,09/30/18,10/06/18,10/07/18,10/08/18,10/15/18,10/16/18,10/22/18,10/23/18,10/29/18,10/30/18**

Hours of Operation: **10:00AM - 5:00PM**

Address of Location: **55 ALVORD ST, Souh Hadley, MA 01075**

Location Description: **Mini Golf Parking Lot**

Type of Event: **Fall Operations**

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:

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LIQUOR LIABILITY INSURANCE REQUIREMENT

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| Payment Date | Amount Paid | Payment Type | Payment Number |
|--------------|-------------|--------------|----------------|
| 9/4/2018 | \$550.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts

Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE LICENSE

Application #

TGL-18-141

Date Submitted

8/27/2018

Applicant Name: **Willits-Hallowell Center**

Company:

Applicant Address: **50 College Street South Hadley MA 01075**

Applicant Phone:

Applicant Email:

Date Applied For:

Thursday, October 4, 2018

Hours of Operation:

4:00-7:00pm

Address of Location:

50 COLLEGE ST, Souh Hadley, MA 01075

Description of Location:

Mary Lyon Courtyard

Type of Event:

Reception

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.

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LIQUOR LIABILITY INSURANCE REQUIREMENT

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| Payment Date | Amount Paid | Payment Type | Payment Number |
|--------------|-------------|--------------|----------------|
| 8/27/2018 | \$30.00 | Credit Card | [REDACTED] |



The Commonwealth of Massachusetts Town of South Hadley



Selectboard
116 Main Street, Room 109

APPLICATION FOR 1 DAY BEER AND WINE - MULTI DATE LICENSE

Application #

TGL-18-154

Date Submitted

9/5/2018

Applicant Name: **Susan M. Canedy**

Company:

Applicant Address: **124 Mosier Street South Hadley MA 01075**

Applicant Phone: [REDACTED] Applicant Email: [REDACTED]

Dates Applied For: **10/05/18, 10/12/18, 11/02/18, 12/07/18**

Hours of Operation: **5:00PM to 7:30 PM each event**

Address of Location: **47 COLLEGE ST, Souh Hadley, MA 01075**

Location Description: **Gaylord Memorial Library, 47 College Street, South Hadley**

Type of Event: **Wine Down - Social Fund Raiser for Gaylord Library**

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:

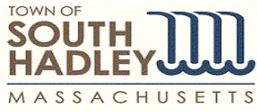
LIABILITY DISCLAIMER:

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| Payment Date | Amount Paid | Payment Type | Payment Number |
|--------------|-------------|--------------|----------------|
| 9/5/2018 | \$120.00 | Credit Card | [REDACTED] |



Kristin Maher <kmaher@southhadleyma.gov>

William Schenker resignation

Sarah Gmeiner <sgmeiner@southhadleyma.gov>
To: Kristin Maher <kmaher@southhadleyma.gov>
Cc: Carlene Hamlin <chamlin@southhadleyma.gov>

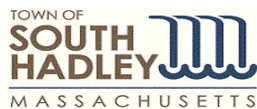
Thu, Aug 23, 2018 at 11:33 AM

Per our conversation this morning this email is serving as notification that William Schenker entered the Town Clerk's office this morning and verbally resigned from the COA board of directors.

Thank you,

Sarah Gmeiner
Assistant Town Clerk
(413) 538 5017 ext 114





Kristin Maher <kmaher@southhadleyma.gov>

Fwd: Resignation from the Golf Commission

Andy Rogers <arogers@southhadleyma.gov>

Tue, Aug 28, 2018 at 8:15 AM

To: Kristin Maher <kmaher@southhadleyma.gov>, Carlene Hamlin <chamlin@southhadleyma.gov>

FYI

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

From: **Joan Hopkins**

Date: Mon, Aug 27, 2018 at 11:49 PM

Subject: Resignation from the Golf Commission

To: Andy Rogers <arogers@southhadleyma.gov>

Andy,

I wanted to tell you and the Selectboard that regretfully, I will have to resign from the South Hadley Golf Commission as of September 30, 2018, as I am retiring and will be leaving the area on that date. I have so enjoyed being able to be part of a very important year in Ledges history. In addition, It has been such a pleasure to work with you and the other gentlemen on the golf committee – the passion that all of you have for our very special golf course, and the history and knowledge you all collectively possess, makes this group such an integral and important part of our community.

Thank you for allowing me to learn and hopefully contribute to the betterment of the course. I hope you will continue to reach out to the women of South Hadley through a lesson program and league on different nights.

Best wishes for a very successful future for one of the most beautiful courses I have ever played on!

Sincerely,

Joan



--

Andy Rogers

TREASURER/COLLECTOR



DONNA WHITELEY, Treasurer/Collector
CMMT,CMMC

To: Selectboard
From: Donna Whiteley
Date: August 17, 2018
Subject: Trash Fee Warrant

I am requesting a Trash Fee Warrant for the billing date of August 24, 2018 in the amount of \$418,210.00

Cc: Accounting

JIM REIDY, DPW Superintendent

MEMORANDUM

TO: Mike Sullivan, Town Administrator
FROM: Jim Reidy, DPW Superintendent
RE: Solid Waste Enterprise Fund
DATE: September 7, 2018



The purpose of this memo is to provide information relating to the Town's Solid Waste Enterprise Fund. Attached are the following two spreadsheets:

Scenario #1 – No Future Rate increases
Scenario #2 - \$15 Flat Rate Increases in FY20 and FY21

Both spreadsheets detail past and projected revenues and expenses. The top row in each shows the past fund balances at the start of each fiscal year and the projected fund balances at the start of future fiscal years. In my opinion, we should try to maintain a fund balance of at least \$400,000.

Scenario #1 shows us that if we do not adjust any of our fees (bag fees and/or the annual flat fee), the fund balance will drop from the current healthy balance of \$707,316 to \$80,930 in FY23. The spreadsheet makes it clear that, even though we will have a healthy fund balance for the next couple of years and there is no cause for alarm at this time, we do need to adjust our fees in the future to maintain an adequate balance.

Scenario #2 shows us that if we implement a \$15 increase in the flat rate in FY20 and another \$15 increase in FY21, our current fund balance will drop down and become relatively stable at about \$560,000. The flat rate has been \$65 for the past 5 years. I think a raise to \$80 in FY20, and then to \$95 in FY21 is reasonable. Of course, I must include the caveat that a lot can happen in the next five years and these are just projections based on our best information at this time.

Some things to note are as follows:

1. "Total Operational Expenses" have decreased each of the past 5 fiscal years. In FY15, expenses were at a high of \$1,330,062; last fiscal year (FY18), total expenses were \$1,072,079. The majority of the savings have been realized through a reduction in staffing at the Recycling Center. The other significant factor affecting

the decrease occurred a couple of years ago when the Town shifted about \$50,000 in trash disposal costs for Town buildings from the Solid Waste budget to its own budget line item.

2. Recycling markets have declined drastically in the past couple of years. Our recyclables go to the Springfield Materials Recycling Facility (MRF). Years ago, we received about \$60,000 a year for our recyclables. Last year, we received only \$11,791. However, we are lucky. Other single stream communities that do not participate in the MRF contract are now actually paying for the disposal of their recyclables. Our contract with the MRF expires in 2020. Nobody knows for sure how the recycling markets will be then.
3. We recently advertised for bids for a contractor to enter into a two-year contract with the Town to provide our curbside collection of trash/recyclables and for the disposal of our trash. Republic Services was the low bidder and their bid was very good - a little less than what we were paying them last year and about \$145,000 lower than the next lowest bid.

In summary, the Solid Waste Enterprise Fund is in good shape at the moment, but we will need to implement relatively small fee increases in the near future. The issue that concerns me most at this time is the declining recyclables market. However, due to the favorable MRF contract, we should not feel the impact of the declining market until 2020.

I hope this memo adequately provides the information you need.

| | | | | | | | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Subtotal Bag Revenue | | 288,050 | 288,000 | 438,485 | 462,000 | 525,000 | 484,500 | 525,000 | 510,000 | 510,000 | 510,000 | 510,000 | 510,000 |
| Total Billing at Start of Year & Bag Revenue | 490,440 | 288,050 | 288,000 | 757,435 | 876,635 | 939,635 | 900,175 | 942,495 | 928,210 | 928,210 | 928,210 | 928,210 | 928,210 |
| Abatements | -89,140 | 0 | 0 | -12,150 | -15,285 | -14,980 | -15,045 | -14,515 | -14,000 | -14,000 | -14,000 | -14,000 | -14,000 |
| Uncollected | -6,025 | 0 | 0 | -15,486 | -14,365 | -14,551 | -14,858 | -14,038 | -14,000 | -14,000 | -14,000 | -14,000 | -14,000 |
| Previous Years Bills Collected | 0 | 9,938 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Trash Receipts | 395,275 | 297,988 | 288,000 | 729,799 | 846,985 | 910,104 | 870,272 | 913,942 | 900,210 | 900,210 | 900,210 | 900,210 | 900,210 |
| Penalties and Interest on Sewer Fees | 2,827 | 889 | 23 | 412 | 1,788 | 1,225 | 1,346 | 1,143 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Rubbish Liens Added to Taxes | 6,122 | 16,182 | 437 | 0 | 4,886 | 6,776 | 8,353 | 10,211 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| Rubbish Liens | 219 | 724 | 370 | 683 | 34 | | 148 | 73 | 100 | 100 | 100 | 100 | 100 |
| Tax Foreclosures | | | | | | | | | | | | | |
| Landfill Host Fees | 775,973 | 845,979 | 742,195 | 345,325 | 6,777 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RECYCLING CENTER PERMIT FEE (Assume 2,000 users) | | | | 43,971 | 6,265 | 1,235 | 1,560 | 780 | 0 | 0 | 0 | 0 | 0 |
| Recycling Center Fees | 104,139 | 89,888 | 96,876 | 109,308 | 72,983 | 75,158 | 74,154 | 83,667 | 85,000 | 85,000 | 85,000 | 85,000 | 85,000 |
| MRF Revenue | 60,690 | 59,815 | 22,027 | | 18,996 | 21,796 | 17,298 | 11,791 | 10,000 | 10,000 | | | |
| Investment Earnings | 48,508 | 2,314 | 6,410 | 7,674 | 27,436 | 94,921 | -29,426 | -19,866 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Misc Revenue | 4,020 | 3,980 | 152 | 3,574 | 7,560 | | | | | | | | |
| Investment Unrealized Market Loss | | | | | | | | | | | | | |
| TOTAL REVENUES | 1,397,773 | 1,317,759 | 1,156,490 | 1,240,746 | 993,710 | 1,111,215 | 943,705 | 1,001,741 | 1,024,310 | 1,024,310 | 1,014,310 | 1,014,310 | 1,014,310 |
| LOAN PROCEEDS | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| TOTAL LOAN PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CAPITAL EXPENSES | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| Roll-off Truck | | | | | | 50,000 | | | | | | | |
| Unspent Capital | | | | | | | -12,125 | | | | | | |
| TOTAL CAPITAL EXPENSES | 0 | 0 | 0 | 0 | 0 | 50,000 | -12,125 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRANTS | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| PAYT Grant Close Out | | 49,172 | | | | | | | | | | | |
| TOTAL GRANTS | 0 | 49,172 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Return 10% Post Closure to Surplus | | | | 574,867 | | | | | | | | | |
| FUND BALANCE END OF FISCAL YEAR | 831,191 | 1,035,556 | 896,693 | 1,474,764 | 1,138,412 | 930,393 | 777,654 | 707,316 | 584,215 | 442,546 | 271,676 | 80,930 | -130,406 |

| | | | | | | | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Subtotal Bag Revenue | | 288,050 | 288,000 | 438,485 | 462,000 | 525,000 | 484,500 | 525,000 | 510,000 | 510,000 | 510,000 | 510,000 | 510,000 |
| Total Billing at Start of Year & Bag Revenue | 490,440 | 288,050 | 288,000 | 757,435 | 876,635 | 939,635 | 900,175 | 942,495 | 928,210 | 1,024,720 | 1,121,230 | 1,121,230 | 1,121,230 |
| Abatements | -89,140 | 0 | 0 | -12,150 | -15,285 | -14,980 | -15,045 | -14,515 | -14,000 | -14,000 | -14,000 | -14,000 | -14,000 |
| Uncollected | -6,025 | 0 | 0 | -15,486 | -14,365 | -14,551 | -14,858 | -14,038 | -14,000 | -14,000 | -14,000 | -14,000 | -14,000 |
| Previous Years Bills Collected | 0 | 9,938 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Trash Receipts | 395,275 | 297,988 | 288,000 | 729,799 | 846,985 | 910,104 | 870,272 | 913,942 | 900,210 | 996,720 | 1,093,230 | 1,093,230 | 1,093,230 |
| Penalties and Interest on Sewer Fees | 2,827 | 889 | 23 | 412 | 1,788 | 1,225 | 1,346 | 1,143 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Rubbish Liens Added to Taxes | 6,122 | 16,182 | 437 | 0 | 4,886 | 6,776 | 8,353 | 10,211 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| Rubbish Liens | 219 | 724 | 370 | 683 | 34 | | 148 | 73 | 100 | 100 | 100 | 100 | 100 |
| Tax Foreclosures | | | | | | | | | | | | | |
| Landfill Host Fees | 775,973 | 845,979 | 742,195 | 345,325 | 6,777 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RECYCLING CENTER PERMIT FEE (Assume 2,000 users) | | | | 43,971 | 6,265 | 1,235 | 1,560 | 780 | 0 | 0 | 0 | 0 | 0 |
| Recycling Center Fees | 104,139 | 89,888 | 96,876 | 109,308 | 72,983 | 75,158 | 74,154 | 83,667 | 85,000 | 85,000 | 85,000 | 85,000 | 85,000 |
| MRF Revenue | 60,690 | 59,815 | 22,027 | | 18,996 | 21,796 | 17,298 | 11,791 | 10,000 | 10,000 | | | |
| Investment Earnings | 48,508 | 2,314 | 6,410 | 7,674 | 27,436 | 94,921 | -29,426 | -19,866 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Misc Revenue | 4,020 | 3,980 | 152 | 3,574 | 7,560 | | | | | | | | |
| Investment Unrealized Market Loss | | | | | | | | | | | | | |
| TOTAL REVENUES | 1,397,773 | 1,317,759 | 1,156,490 | 1,240,746 | 993,710 | 1,111,215 | 943,705 | 1,001,741 | 1,024,310 | 1,120,820 | 1,207,330 | 1,207,330 | 1,207,330 |
| LOAN PROCEEDS | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| TOTAL LOAN PROCEEDS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CAPITAL EXPENSES | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| Roll-off Truck | | | | | | 50,000 | | | | | | | |
| Unspent Capital | | | | | | | -12,125 | | | | | | |
| TOTAL CAPITAL EXPENSES | 0 | 0 | 0 | 0 | 0 | 50,000 | -12,125 | 0 | 0 | 0 | 0 | 0 | 0 |
| GRANTS | FY 11 | FY 12 | FY 13 | FY 14 | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 |
| PAYT Grant Close Out | | 49,172 | | | | | | | | | | | |
| TOTAL GRANTS | 0 | 49,172 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Return 10% Post Closure to Surplus | | | | 574,867 | | | | | | | | | |
| FUND BALANCE END OF FISCAL YEAR | 831,191 | 1,035,556 | 896,693 | 1,474,764 | 1,138,412 | 930,393 | 777,654 | 707,316 | 584,215 | 539,056 | 561,206 | 563,480 | 545,164 |

SOUTH HADLEY DOG PARK PROPOSAL

I. Goals

- A. To create a dog park in South Hadley that is
 - 1. Free for public use
 - 2. No additional cost to the taxpayer
 - 3. Off leash for dogs
 - 4. A meeting place for dogs and dog owners
 - 5. A place to learn about dogs and dog ownership behaviors
- B. To be funded by
 - 1. A grant from the Stanton Foundation for
 - a. Design
 - b. Construction
 - c. Additional down-the-road costs
 - 2. Donations from
 - a. Local, regional, and national businesses
 - i. Pet stores
 - ii. Banks
 - iii. Veterinarians
 - iv. South Hadley businesses
 - b. South Hadley dog owners and other citizens

II. Organization

- A. Friends of South Hadley Dog Park, Inc.
 - 1. Incorporated as a non-profit organization in Massachusetts
 - 2. Recognized as a tax-exempt 501c3 organization by the IRS
 - 3. An organization separate from and not the responsibility of the Town of South Hadley
 - 4. Membership is free and open to the public
 - 5. The organization is guided by its own bylaws
- B. Leadership
 - 1. Board of Directors include
 - a. President
 - b. Vice-president
 - c. Clerk
 - d. Treasurer
 - e. 3 additional at-large Board members
 - 2. Elections
 - a. Held once each year
 - b. Board of Directors serve 2-year terms
 - c. Directors may serve more than one term

3. Responsibilities
 - a. Management of the dog park
 - b. Finances of the dog park
 - c. Fund raising for the dog park
 - d. Maintenance of the dog park
 - e. Establishing rules for the dog park
 - f. Liaising with the Town when appropriate

III. Stanton Foundation (Please see the attached description and requirements)

A. Available grants

1. \$10,000 - \$25,000 Design Grant for 100% of costs for
 - a. Preparation of schematics
 - b. Preliminary drawings
 - c. Bid documents
 - d. Construction observation
 - e. Site survey if necessary
2. Construction Grant will fund 90% of
 - a. \$100,000 – 225,000
 - b. Hard costs
 - i. Labor
 - ii. Materials
 - c. Exclude
 - i. Contingency allowances
 - ii. Insurance
 - iii. Permits
 - iv. Bonds
 - v. Overhead
 - vi. Other miscellaneous expenses
3. Capital Improvement Grants
 - a. Eligible 12 months, 18 months, 24 months after park opens
 - b. 5% of hard construction costs
 - c. Will fund
 - a. New equipment
 - b. Landscape
 - c. Repair and replacement of items included in original construction
 - d. Requires application from community
 - e. Excludes routine maintenance

B. Required Community Contributions

1. Land and infrastructure
 - a. Identify town owned site prior to award of Design Grant
 - b. Provide water lines and other basic infrastructure

2. 10% match on hard construction costs
 - a. In cash and not in-kind services
 - b. Source of cash may be the town budget or contributions
3. Soft costs associated with park building
 - a. Bond
 - b. Contingency
 - c. Overhead
 - d. Insurance
 - e. Miscellaneous costs not categorized as “labor and materials”
4. Ongoing Park Maintenance

C. Applying for Design Grant

1. Municipality must submit package including
 - a. an assurance letter stating that it has completed an internal municipal review and can fulfill the Foundation’s expectations
 - i. The chosen site (or sites, if a final decision has not been made) is on **city/town-owned** land.
 - ii. The plan to use the site(s) for a dog park has been communicated to relevant city/town bodies.
 - iii. The city/town can meet a commitment of 10% of the hard construction costs.
 - iv. The city/town must name a “point person” and provide their contact information. This person will be the Foundation’s point of contact throughout the process. *This person is responsible for submitting monthly status reports until the park opens.*
 - v. The design grant will be applied to costs including the preparation of schematics, preliminary drawings, bid documents, construction observation and, if necessary, an initial site survey. *Any funds not required for these purposes will be reserved for the park’s ongoing capital needs.*
 - vi. The city/town will select a landscape architect to prepare technical specifications and drawings that has previously designed at least one dog park (preferred) or has extensive outdoor public space design experience.
 - vii. Once the city/town has a final bid on construction costs, it will sign a memorandum of understanding (MOU) reasonably similar to the example available on the [Resource](#) page of the website. *The assurance letter must be signed by the senior town administrator or elected official.*
 - viii. Also include one of the following (whichever applies to your city/town):

- ix. A list of all financial contributors and any commitments the city/town has made to them (e.g. naming, signage)
- x. A commitment that the city/town will make best efforts to avoid permanent donor or sponsorship signage , and in the event it is financial imprudent to do so, will use a sign template provided by the Foundation to create the signage.
- xi. *Please note that we make a distinction between signage that recognizes the current year's donors that will be annually edited/updated and "permanent donor or sponsorship signage," but will provide sign templates for both.*
- xii. **2.The preliminary sketch** should include:
- xiii. Estimated size (sq. ft.) of the parcel of land to be dedicated to the dog park
- xiv. Proposed perimeter of the dog park within the parcel
- xv. Layout of the dog park within perimeter fencing
- xvi. Sufficient architectural detail to prove park feasibility and inform necessary construction in the draft budget
- xvii. **3.A draft budget.** See the check list on the [Resource](#) page for suggested budget items. The purpose of the checklist is to ensure that all relevant costs are considered. Precise estimates are not required at this point. Our [Dog Park Guide](#) also suggests park elements to be considered.

- b. a completed assurance letter checklist
- c. a preliminary sketch
- d. a draft budget

D. Construction Grant Application

- 1. Must be completed within 12 months of receiving Design Grant funds.
- 2. Once full plan and bid documents have been prepared
 - a. The town submits design documents to the Foundation for [design review](#).
 - b. Once design documents are approved by the Foundation, the town begins the bid process and selects a contractor.
 - c. The town submits a financial statement to the Foundation demonstrating that the town's 10% financial commitment is immediately available for payment to contractor.
 - d. The Foundation reviews and approves the contractor selected by the town.
 - e. The town and the Foundation sign the final memorandum of understanding (MOU).

- f. The Foundation provides a cash grant equal to 90% of the bid selected.

IV. Responsibilities

A. The Town

1. Approve site location
 - a. Approximately 3-acre site on Mulligan Drive (see attached maps)
 - b. Lease dog park site to Friends of South Hadley Dog Park, Inc.
 - i. Possibly a 99-year lease
 - ii. Minimal annual lease payment
 - c. Provide legal documents pertaining to the lease
2. Appoint Stanton Foundation point person
 - a. Must be a town employee
 - b. Will be the person with whom Stanton Foundation communicates
3. Submit Design Grant Application
 - a. Representative of Friends will assist and/or actually prepare application
 - b. Jeff Squire has experience in this regard
4. Submit Construction Grant Application
 - a. Representative of Friends will assist and/or prepare application
 - b. Jeff Squire has experience in this regard
5. RFPs for Design and for Construction
 - a. Friends will assist and/or prepare RFPs as required.
 - b. Friends may seek input from Town in this aspect
6. Periodic reports to Stanton Foundation during design and construction phases of project and annually thereafter.
 - a. Friends will prepare reports during construction phase
 - b. Friends will prepare annual reports after the dog park is opened

B. The Friends of South Hadley Dog Park, Inc.

1. Fund Raising – Friends of South Hadley Dog Park, Inc.
 - a. Will endeavor to raise the 10% required by the Stanton Foundation
 - b. Will place donated funds in escrow until all Stanton Foundation requirements have been met.
 - c. Will make the necessary arrangements with the Town for disbursement of funds for the design and construction of the dog park.
 - d. Will raise additional funds on an annual basis sufficient to cover all ongoing maintenance and operational costs for the dog park. The intent is that there will be no financial obligation to the Town for the foreseeable future.
 - e. Will be available to the Town to address additional issues that may, from time to time, arise concerning the dog park.
2. Dog Park Management by Friends of South Hadley Dog Park, Inc.
 - a. Will establish rules and regulations for the dog park

- i. Will consult appropriate Town bodies for guidance and input
 - ii. Will make rules and regulations readily available to the public for suggestions and comments
 - iii. Will enforce rules and regulations as appropriate
 - b. Will maintain the dog park by
 - i. Securing mowing services either through in-kind donations from local landscapers or by paying for service with donated funds.
 - ii. Secure regular garbage and dog waste removal services either through in-kind donations from local providers or by paying for service with donated funds.
 - iii. Keeping the dog park safe and accessible through regular inspections and by responding to issues raised by dog park users and neighbors.
 - c. Will establish times that the dog park is open to the public that
 - i. Is consistent with Town bylaws and regulations
 - ii. Is sensitive to the needs of the dog park neighbors
 - d. Will provide periodic reports to
 - i. The Town when requested
 - ii. The Stanton Foundation as required or requested
- 3. **Community Outreach by Friends of South Hadley Dog Park, Inc.**
 - a. Will, on occasion
 - i. Offer the use of the dog park for appropriate community functions
 - 1. Dog shows
 - 2. Dog agility competitions and/or demonstrations
 - 3. Workshops for dog owners
 - a. Good dog behavior
 - b. Good dog ownership
 - 4. Location for rabies clinic
 - b. Provide a safe location for dog owners to socialize and share ideas about pet ownership

V. Contingencies

A. It is the goal that the dog park add no additional cost to the taxpayer beyond the amount of the golf course bond payment that may be apportioned to the area set aside for the dog park.

B. Should the Town incur expenses beyond the above

1. Friends of South Hadley Dog Park, Inc. will reimburse the Town for any cash outlays.

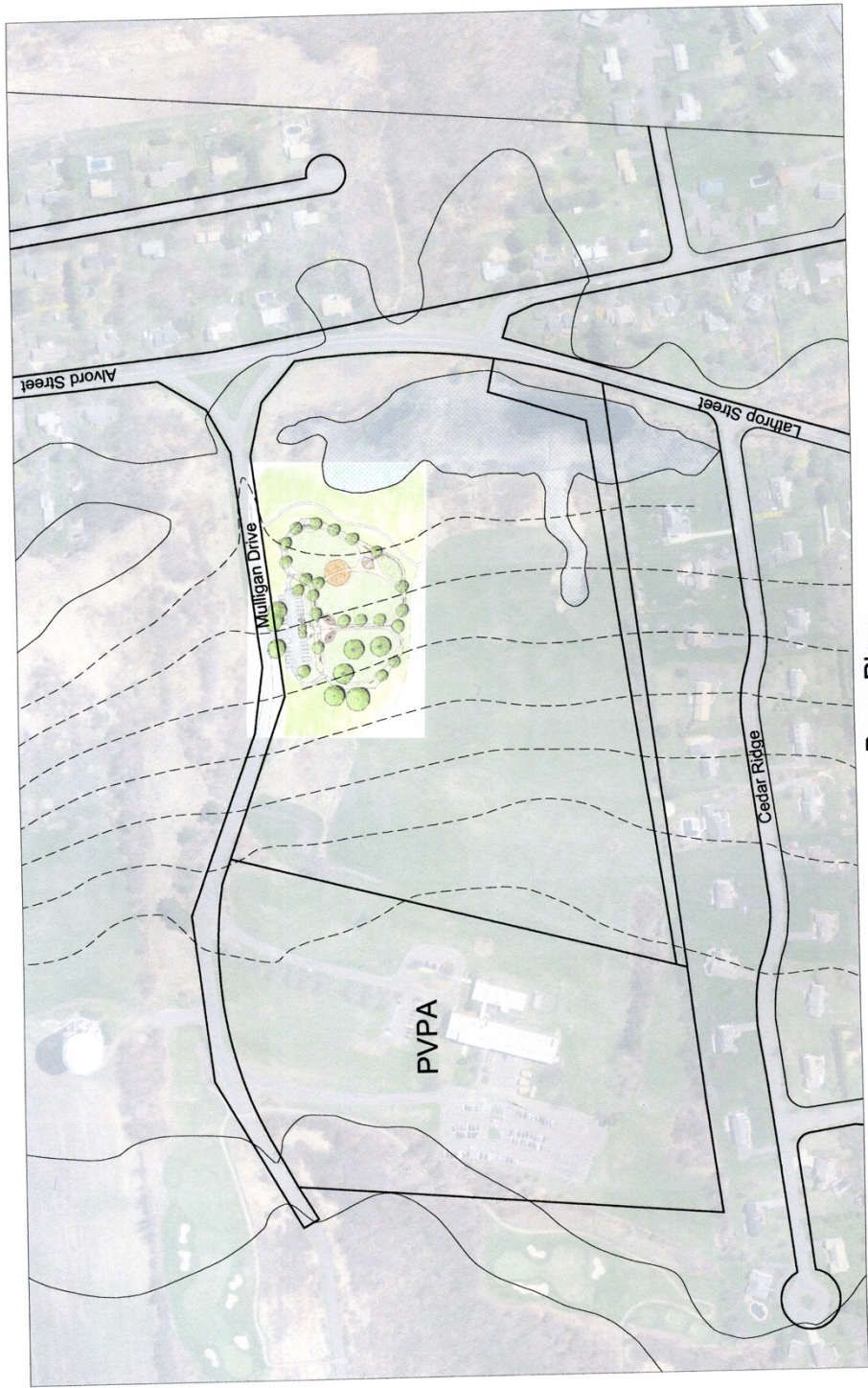
2. Should the Town so desire, Friends of South Hadley Dog Park, Inc. will reimburse the Town for the time any town employees spend on behalf of the dog park.

C. Should Friends of South Hadley Dog Park, Inc. cease operations, the Town may

1. Close the dog park, or

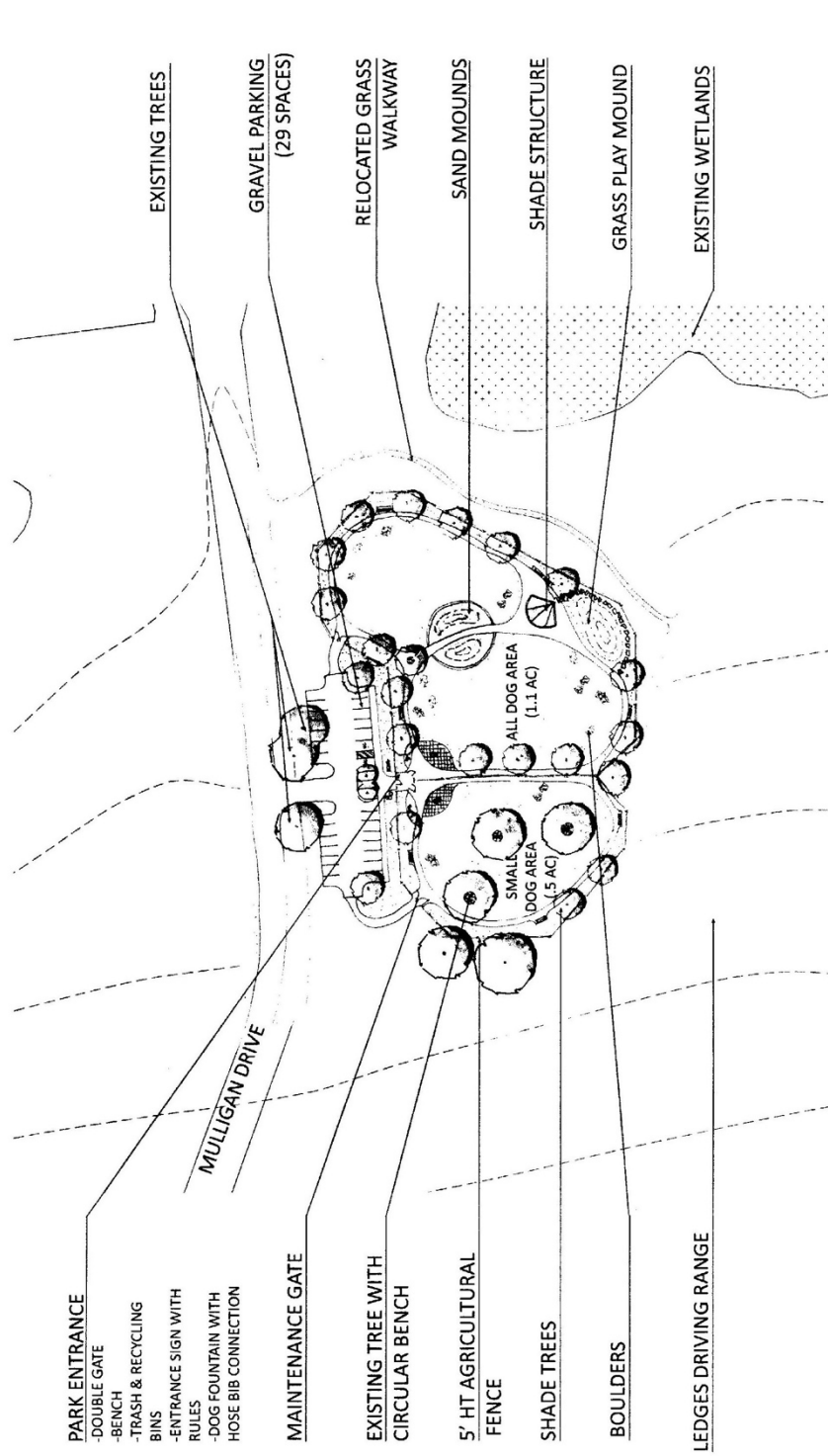
2. Assume responsibility for the operation of the dog park, or

3. Seek the support of another group not affiliated with the Town to operate the dog park.



Base Plan
Potential Dogpark Park Site





SOUTH HADLEY DOG PARK
SOUTH HADLEY, MA
 MARCH 5, 2018
 SCALE 1"=40'-0"

MASTER PLAN CONCEPT A



Checklist of cost items to be considered in developing draft construction budget:

- Contractor mobilization
- Construction erosion control
- Site clearing costs associated with clearing and grading of designated location
- Site storm water drainage
- Costs of surfacing with preferred materials (i.e. stone dust, rice stone, grass, etc.)
- Fencing costs to encompass entirety of site, along with gating or internal divisions
- Walkway surfacing and bordering
- Consideration of handicap access for project
- Cost of water hose bibs and/or fountains to dispense potable water for dogs
- Park surface irrigation
- Consideration of electrical service and lighting
- Dog and trash waste containers
- Any amenities to be placed inside the dog recreation space
- Landscaping within the dog park area
- Costs associated with either natural or artificial shading inside the park
- Vehicle parking and access to dog park
- Signage

A preliminary realistic and thorough construction budget is critical at this time because the design grant is based on this initial cost. The limit of the design grant is 10% of the preliminary “hard” construction cost or a maximum of \$25,000 and the maximum construction grant is 90% of a maximum of \$250,000 of “hard” construction costs, or \$225,000. Please note that “hard” construction costs are defined as the subtotal of labor and material items for the construction. These “hard” costs do not include bond, overhead, profit, contingency, or other miscellaneous expenses unrelated to labor and materials.

Also note that prior to receiving a construction grant, the Foundation will require a commitment from the Town to provide maintenance if volunteer organizations fail to provide maintenance.

VI. Dog Park Grants

Note: This program is now open and accepting applications from communities in Massachusetts. In January 2017 the Foundation made significant changes to the application process. We ask you to review the description below and the related links carefully, even if you have visited these pages before.

As part of its mission of encouraging positive dog/human relationships, the Stanton Foundation supports the development of enclosed dog parks in Massachusetts cities and towns.

This support takes the form of a series of grants to support park design, park construction, and capital improvements in parks supported by the Foundation. Access to these grants requires community contributions as detailed below.

Foundation contributions include:

Design grants: Design grants typically range from \$10,000 to \$25,000 and are intended to cover up to 100% of the costs of taking a dog park from initial concept to bid-ready construction documents. Expenses covered by a design grant include: preparation of schematics, preliminary drawings, bid documents, construction observation and, if necessary, an initial site survey.

Construction grants: Construction grants will fund 90% of the park's "hard" construction costs. Hard construction costs include labor and materials. They exclude contingency allowances, insurance, permits, bonds, overhead, or other miscellaneous expenses. Construction grants have ranged from \$100,000 to \$225,000 and are capped at \$225,000.

Capital improvement grants: Capital improvement grants fund the purchase of new equipment and landscape or repair and replacement of items that were included in the original construction grant. A community is eligible for capital improvement grants at 12, 18, and 24 months after the park opens. Each grant is equal to 5% of the hard construction costs and require an application from the community. They may not be used for routine maintenance.

Required community contributions include:

Land and infrastructure. The community must identify a town owned site or sites(s) prior to the award of the design grant and provide water lines and other basic infrastructure, if applicable (e.g. if the proposed plan includes lighting, an electricity source).

10% match on hard construction costs. This contribution must be in cash, not in-kind services. The source of the cash may be the town budget or contributions.

All "soft costs" associated with park building, including bond, contingency, overhead, insurance, and other miscellaneous items not fairly categorized as "labor and materials."

Ongoing park maintenance. The community is responsible for all ongoing maintenance costs.

Application Logistics

The Stanton Foundation will fund 10 design grants each calendar year. *As of February 6, 2018, seven design grants are available.* Applications will be reviewed on a rolling basis until all 10 design grants are disbursed, at which point the application period will close for the year and re-open on January 1 of the following calendar year. Since many design grant applications require edits after review, merely submitting a design grant application does not reserve community's position as one of the 10 grantees. Instead, receiving confirmation from the Foundation that a community's design grant application has been *approved* will secure their spot as a design grant grantee. This website will be updated to reflect when the application period has opened and closed each year.

If a community submits an application after the application period has closed, the Foundation will notify the community accordingly but will nonetheless provide feedback on its application so it is best postured to re-apply when the next period opens. If a community submits an application that requires edits while the application period is open and, during the editing process, the 10 grants are disbursed, it's re-application eligibility will be determined on a case-by-case basis.

While the decision to build a dog park has the potential for enormous benefit for the community, it also requires a major commitment of time and energy from the town as a whole. If your town is enthusiastic about bringing a dog park to the community and is willing to commit to the process, the Stanton Foundation encourages you to apply.

Please be aware that the Foundation works exclusively with one contact person, employed by the city/town, to discuss grant opportunities and requirements. Volunteer committee members, group organizers, or other community members involved in dog park design or construction should contact their local officials and encourage them to contact the Foundation, but should not themselves contact the Foundation.

VII. Applying for a Design Grant

The design grant covers up to 100% of the costs of moving from a preliminary sketch of a dog park to bid-ready documents for a contractor. Design grants equal 10% of the estimated hard construction costs of a proposed project. In order to obtain the design grant from the Stanton Foundation, a municipality must submit a package consisting of:

- 1.) an assurance letter stating that it has completed an internal municipal review and can fulfill the Foundation's expectations;
- 2.) a completed assurance letter checklist (available on the [Resource](#) tab).
- 3.) a preliminary sketch;
- 4.) a draft budget.

Feel free to borrow the language below when drafting your assurance letter to meet the Foundation's minimum application requirements.

1. The assurance letter should include the following:

- The chosen site (or sites, if a final decision has not been made) is on city/town-owned land.
- The plan to use the site(s) for a dog park has been well communicated to relevant city/town bodies and residents/abutters.
- The city/town can meet a commitment of 10% of the hard construction costs.
- The city/town must name a "point person" and provide their contact information. This person will be the Foundation's point of contact throughout the process. *This person is responsible for submitting monthly status reports until the park opens.*
- The design grant will be applied to costs including the preparation of schematics, preliminary drawings, bid documents, construction observation and, if necessary, an initial site survey. *Any funds not required for these purposes will be reserved for the park's ongoing capital needs.*
- The city/town will select a landscape architect to prepare technical specifications and drawings that has previously designed at least one dog park (preferred) or has extensive outdoor public space design experience.
- Once the city/town has a final bid on construction costs, it will sign a memorandum of understanding (MOU) reasonably similar to the example available on the [Resource](#) page of the website. *The assurance letter must be signed by the senior town administrator or elected official.*

Also include one of the following (whichever applies to your city/town):

- A list of all financial contributors and any commitments the city/town has made to them (e.g. naming, signage)
- A commitment that the city/town will make best efforts to avoid permanent donor or sponsorship signage, and in the event it is financial imprudent to do so, will use a sign template provided by the Foundation to create the signage.

- *Please note that we make a distinction between signage that recognizes the current year's donors that will be annually edited/updated and "permanent donor or sponsorship signage," but will provide sign templates for both.*

2.The preliminary sketch should include:

- Estimated size (sq. ft.) of the parcel of land to be dedicated to the dog park
- Proposed perimeter of the dog park within the parcel
- Layout of the dog park within perimeter fencing
- Sufficient architectural detail to prove park feasibility and inform necessary construction in the draft budget

3.A draft budget. See the check list on the [Resource](#) page for suggested budget items. The purpose of the checklist is to ensure that all relevant costs are considered. Precise estimates are not required at this point. Our [Dog Park Guide](#) also suggests park elements to be considered.

Please note that grant funds *may not* be used to purchase agility equipment or finance "soft" construction costs, including bond, overhead, profit, insurance, or other miscellaneous items. Additionally, grant funds *may not* be used to extend a water line to a park parcel, but *may* be used to tap into an existing line and install above-ground water features.

If the assurance letter, assurance letter checklist, preliminary sketch, and draft budget are reviewed and approved by the Foundation, the Foundation will provide a design grant. The dollar amount of the design grant will be equal to 10% of hard construction costs as detailed in the draft budget.

[Step 2: Construction Grant](#)

VIII. Construction Grant

To be eligible for a construction grant, the design of the park must have been completed within 12 months of receiving design grant funds.

Once the full plan and bid documents (“design documents”) have been prepared using the funds provided through the design grant, the next steps are:

- The town submits design documents to the Foundation for [design review](#).
- Once design documents are approved by the Foundation, the town begins the bid process and selects a contractor.
- The town submits a financial statement to the Foundation demonstrating that the town’s 10% financial commitment is immediately available for payment to contractor.
- The Foundation reviews and approves the contractor selected by the town.
- The town and the Foundation sign the final memorandum of understanding (MOU).
- The Foundation provides a cash grant equal to 90% of the bid selected.

IX. After the Park Opens

After the park is open, towns may apply to the Stanton Foundation for up to three capital improvement grants. These grants are to be used to make improvements to the park, not for routine maintenance. The Foundation will approve capital improvement grants of up to 5% of hard construction costs; thus if construction costs totaled \$200,000, a town could receive grants of up to \$10,000 per year for three years.

The first capital improvement grant may be requested 12 months after the opening date, the second after 18 months of operation, and the third after 24 months of operation. All capital improvement grant requests must be submitted within 5 years of the park opening or will be forfeited.

To be eligible for a capital improvement grant each community must:

1. Be a present Stanton Foundation Dog Park Grant recipient;
2. Have formally opened its park no fewer than 12 months prior to submitting its application;
3. Be current with reporting requirements as detailed in the Memorandum of Understanding (MOU) executed prior to receiving a construction grant;
4. Otherwise be in compliance with the terms of the MOU;
5. Contact the Foundation to arrange for a Foundation representative to visit and inspect the park.

If you meet the eligibility criteria detailed above, and wish to request a capital improvement grant, please contact the Foundation's program officer.

MOU – City/Town of [XXXXXXXX]

The purpose of this Memorandum of Understanding is to set forth the mutual understandings and commitments between the Stanton Foundation (the “Foundation”) and the CITY/TOWN of [XXXXXXXX] (the “CITY/TOWN”), acting through its [TOWN ADMINISTRATOR/MANAGER OR MAYOR], pursuant to which the Foundation will make a capital gift for the design and construction of a dog recreational space (“DRS”) at [DRS LOCATION] in [XXXXXXXX], MA.

Terms:

1. The Foundation will make a one-time \$ [90% OF HARD CONSTRUCTION COSTS] capital grant for the construction of the DRS provided the MOU is signed, The CITY/TOWN has committed [\$XX,XXX] in capital funds and the Foundation has approved the DRS plans.
2. The Foundation will provide three capital grants of up to 5% of the Foundation’s construction grant each during the period beginning one year after the opening of the park and not later than five years after the opening of the park provided that: 1) annual narrative and financial reporting is up to date, and 2) The CITY/TOWN is supporting the operating budget of the DRS.
3. The CITY/TOWN has identified and designated CITY/TOWN owned land at [DRS LOCATION] for the DRS and has the right to use this land.
4. The CITY/TOWN approves the use of an area within [DRS LOCATION] for use as a DRS subject to full compliance with all applicable zoning Bylaws of the CITY/TOWN. The operations of the DRS will be fully compliant with all applicable zoning and CITY/TOWN Bylaws.
5. The [TOWN ADMINISTRATOR/MANAGER OR MAYOR] designates [TOWN EMPLOYEE NAME AND TITLE] as the point of contact (POC) with respect to all issues related to the construction, operation and reporting regarding the DRS. Design and construction documents will be submitted directly to the POC for input from appropriate departments and by the Foundation. Should the CITY/TOWN’s designee leave, the CITY/TOWN will provide a new POC as soon as possible, but not later than 30 days.
6. All grants by the Foundation will be provided to the CITY/TOWN pursuant to the provisions of Section 53A of Chapter 44 of the Massachusetts General Laws.
7. Initial commitments: In the initial stages of this project, the Foundation will look to the CITY/TOWN to:
 - Manage public communications during construction and thereafter
 - Maintain a DRS account to receive the grant and provide quarterly reporting on the use of these funds.
 - Oversee the construction of the DRS including bidding and construction oversight.
 - Make progress payments to contractors and other vendors upon satisfactory completion of work.

- Facilitate regular communication with designated representatives of the Foundation from execution of this MOU.
 - Provide a financial report following payment of all project expenses after the completion of construction.
8. The **CITY/TOWN** has identified or will identify an existing water line that will be made available for the DRS and that will provide water suitable for safe drinking for dogs. The **CITY/TOWN** commits to complete the infrastructure work necessary for such water line to become operational prior to the completion of construction of the DRS. The **CITY/TOWN** agrees to maintain such water line on a continuous basis for so long as the DRS is operating.
 9. The **CITY/TOWN** will provide waste containers that will be installed at the DRS. The **CITY/TOWN** agrees that the **DEPARTMENT**, will monitor the waste containers at the DRS on a **[DAILY/WEEKLY]** basis and empty as needed.
 10. The **CITY/TOWN** will install signage at the DRS in compliance with applicable sign code.
 11. The **CITY/TOWN** will provide written reports to the Foundation outlining usage, finances and other issues related to the DRS as mutually agreed.
 12. The **CITY/TOWN** will comply with operating guides as described in Attachment A.
 13. If requested by the media or in its own releases, the **CITY/TOWN** may use the following language in describing the Foundation: *The Stanton Foundation is a private foundation, created by Frank Stanton, longtime President of CBS. It has as one of its missions, promoting the welfare of dogs and encouraging the dog-human bond.* If a media inquiry requires additional information about the Foundation, the **CITY/TOWN** will make reasonable efforts to provide the Foundation with 2 business days to review the material to be provided. The Foundation understands that it may not always be possible for the **CITY/TOWN** to provide such prior review.
 14. The **CITY/TOWN** recognizes the significant financial contribution of the Foundation and agrees that such contribution would be given substantial weight if a future request to rename the DRS is submitted to the **[TOWN ADMINISTRATOR/MANAGER OR MAYOR]**.
 15. The **CITY/TOWN**'s intent is to maintain the **[DOG PARK NAME]** DRS for a period of no less than ninety-nine years.
 16. The **CITY/TOWN** will attempt to form or work with a "Friends" group to assist with cleanings, fundraising and programming.
 17. The Foundation and the **CITY/TOWN** agree that the grant monies provided to the **CITY/TOWN** for the design and construction of the DRS are subject to the condition that the Foundation will have the right to approve any contractors selected by the **CITY/TOWN** for the design and construction of the DRS. The Foundation agrees that any payments made from such grant monies to a design contractor approved by the Foundation shall not be subject to recall or challenge regardless of whether the Foundation subsequently fails to approve a construction contractor.

18. As per documents provided by the CITY/TOWN, both parties are committed to the opening of the DRS no later than TARGET OPENING DATE. The CITY/TOWN will notify the Foundation's Project Advisor of the expected start date when the contract is let, the date on which construction begins and at the 50% progress point. Any delay in the expected completion date will be promptly reported to the Foundation.

Agreed to:
The Stanton Foundation

Agreed to:
CITY/TOWN of [XXXXXXX]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

X. Attachment A

The general understandings concerning this project in addition to those described in the MOU are as follows:

Goals.

The goals of this project are to improve animal welfare; foster Town community and camaraderie and generally improve the quality of life in [TOWN NAME] through the creation of a “Dog Recreational Space” (DRS) in [LOCATION] as described in the attached MOU.

Design.

The DRS is to be built substantially to plan as provided in the Design grant application subject to the Town’s planning and design review process.

Approvals.

The Town of [TOWN NAME] will provide the Stanton Foundation the opportunity to review and approve the design and construction plans for the DRS prior to the construction bid process. Such review and approval is expected to take approximately four weeks following submission of the completed design and construction documents. Pursuant to the Town Charter, final design and operating plans are subject to the approval of the Town Administrator or his designee.

The Town of [TOWN NAME] will create a Coordinating Committee that will meet as required, but at least quarterly during first three years of operation.

The Coordinating Committee will be responsible for:

- Recommending operating policies such as rules and regulations to the appropriate Town department
- Regulating use by out of town dog owners
- Developing the annual proposal to the Foundation for the use of follow-on capital grants from the Foundation,

The membership of the committee shall include two Town representatives and a member of the Friends of [NAME] Dog Park or similar Town canine association if such a group exists. Additional members may be added by unanimous consent of the initial members.

Changes in operating policies must be approved by the Town Administrator or designee.

Miscellaneous.

Other than as specifically provided herein, the Foundation will not provide ongoing support for the operation of the DRS.

The participating organizations will not seek renaming of the DRS except in acknowledgment of an endowment gift from which the income is sufficient to cover 50% or more of the annual budget of the DRS.

The timetable for the project shall correspond approximately to the timetable included in the MOU. The parties agree that a [DATE] groundbreaking is desirable.

ASSURANCE LETTER

The following (or substantially similar) assurances MUST be included in an Assurance Letter to be approved for design grant funding. Please review your letter, check each box in this checklist to signal its inclusion in the letter, sign the bottom of this checklist, and submit it with your other design grant application materials.

- The chosen site (or sites, if a final decision has not been made) is on city/town-owned land;
- The plan to use the site(s) for a dog park has been communicated to relevant city/town bodies;
- Confirmation that the city/town will meet a commitment of 10% of the hard construction costs;
- The city/town named “point person” who will be the Foundation’s point of contact throughout the process;
- Confirmation that the design grant funds will be applied to costs including the preparation of schematics, preliminary drawings, bid documents, construction observation and, if necessary, an initial site survey;
- Confirmation that the city/town will select a design firm that has previously designed at least one dog park (preferred) or has extensive outdoor public space design experience;
- Confirmation that once the city/town has a final bid on construction costs, it will sign a memorandum of understanding (MOU) reasonably similar to the example available on this website;
- EITHER:
 - A list of financial contributors to the park and any commitments the city/town has made to those contributors; OR
 - A commitment to use best efforts to avoid permanent donor sponsorship signage and a commitment to use a sign template provided by the Foundation if it is financially imprudent to avoid a sponsorship opportunity with requisite signage;

The Letter is signed by the senior town administrator or elected official (e.g. mayor).

Signature: _____ Printed
Name: _____
Title: _____
Date: _____

TOWN OF SOUTH HADLEY

CONTRACT

DATE: 9/11/2018

This Contract is entered into on January 3, 2019 by and between the Town of South Hadley, 116 Main Street, South Hadley, MA 01075 (the "Town"), and

["Contractor" or "IGM"]

INTERNATIONAL GOLF MAINTENANCE, INC.
5385 Gateway Boulevard, Suite 12
Lakeland, Florida 33811

[Telephone Number]

[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 5385 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:

| | Operations Expense | IGM Maintenance Fee | Operations Management Fee |
|--------|--------------------|---------------------|---------------------------|
| Year 1 | \$ 609,899.00 | \$ 547,928.00 | \$ 36,000.00 |
| Year 2 | \$ 626,734.00 | \$ 547,928.00 | \$ 36,000.00 |
| Year 3 | \$ 644,075.00 | \$ 556,597.00 | \$ 36,000.00 |
| Year 4 | \$ 661,935.00 | \$ 556,597.00 | \$ 36,000.00 |
| Year 5 | \$ 680,332.00 | \$ 565,396.00 | \$ 36,000.00 |

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 Year5 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 November and December 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 of \$100,000, 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 agreement.

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

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.

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. Liquor Liability Insurance sufficient to reasonably to protect both parties in that the Town will be a named insured on said policy.
- d. 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.
- e. 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 "MIA"

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.

- f. 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.

Notwithstanding the above, IGM will provide the Town a roster of employees and their legal

address and notify the Town of any changes within sixty (60) days. The Town should be provided with a copy of employee policies and standards annually.

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.

Without limitation of the above, IGM will allow at least "read access only" to all point of sale systems and provide information, data and reports as necessary to the Town or their agent related to revenues and or expenses in order to reconcile deposits and receipts. Furthermore, IGM will cooperate with the Town in developing acceptable practices related to deposits, billing and other associated fiscal process.

26. 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.

27. 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.

28. 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 in Springfield, Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

29. 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.
5385 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.

30. 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.

31. 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.

32. 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.

Equipment, Fixtures, Furnishings, Structures, Etc. IGM is responsible to maintain all equipment, fixtures, furnishings and structures in their custody for use in the operation. The "Town" retains ownership of all equipment inventoried and signed by both parties at the start of this agreement. There should be proper maintenance given to all systems and a log kept of all maintenance by IGM. The "Town" is responsible to replace or repair any inventoried item related to the operation of the course and facility as the owner of said equipment, fixtures or furnishings and structures, so long as the need for replacement and/or repair of any such inventories item is the result of normal wear and tear to the inventoried item and is not the result of IGM's negligent and/or willful misuse of the inventoried equipment, furnishing, fixtures and structures . The "Town" is not responsible for any additional equipment fixtures, furnishings, and structures unless agreed upon by both parties.

Budget/Rates IGM will prepare for the Town each year by or before October 15th 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 15th.

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 Request for Proposal and initial inventory of goods, furnishing, fixtures, equipment and structures as a supplement to this agreement 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

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

Michael J. Sullivan
Town Administrator

September 4, 2018

Honorable Selectboard Member:

Please accept this report as an abridged accounting of activities I and the hardworking town employees have been addressing in South Hadley Town Hall and beyond recently. There is a lot happening, I hope this report will frame some of the more contemporary and demanding tasks at hand.

Project Updates; the Town Hall/Police Department parking lot project is nearing completion. The new design added over a dozen new spaces. Depicted below are two spaces reserved for customers who are accessing services in Town Hall (just outside Selectboard Meeting Room entrance). We would like to have people park their vehicles in the spaces when they are likely to be in TH for less than 30 minutes. This person seems to have misplaced their vehicle.



Of course if someone was to disobey the request, as it is public space there is not really much we can or want to do to insist on compliance. Luckily most citizens will see the convenience, respect the effort and adhere to the rule. Thank you to Superintendent Reidy, Asst. Superintendent Viv Price and DPW Specialist Matt O'Connor for their involvement in this project.

The "Employee Entrance" on the back side of the auditorium is now outfitted with a security camera and the door can be opened with the fob on the back of an employee identification card. Both measures are meant to protect the employee and

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the building. The Pleasant Street and Bridge Street entrances will also be outfitted with a camera and fob access over the coming months. The system stores 72 hours' worth of activity and can be replayed if necessary.

We are still becoming familiar with the system capabilities. One of our goals in this project is to have the technological competency to monitor and secure the building remotely. It is far too common an occurrence where the police find the building, unlocked or even people inside roaming about, I think you would agree neither situations are acceptable. Eventually the system will allow us to know who is in the building and possibly allow more public access off hours in a safe manner. I appreciate the effort ATA Jennifer Wolowicz has put forth on this project.



I have growing level of confidence we will see some visible signs of progress with the telecom project. Up to this point it has largely been "server" or "fiber" work which I suspect is done somewhere in a dimension beyond my understanding. IT Coordinator Jamie Doolittle continues to work with Concept Telecom on this project. This will be a great tool once it is fully implemented, better messaging features, better conferencing, call forwarding etc.

I met last week with Mike Ebner (Concept), Steve Burke (Metropolitan Telephone) and Jamie to review the hand sets and options last week. We will be using Mitel phones, as they are compatible with the system the schools installed two years ago. This gives us a higher level of understanding and serviceability. We have also directed the contractor to keep it simple. The School system and the Town system will also offer redundancy.

Assistant Town Administrator Jennifer Wolowicz, Media Coordinator Bob Smith and I have met recently to discuss the installation of the monitor boards in Town Hall. People will be able to see information and a directory of offices on these screens. There will be one when you come in Town Hall near the SB Meeting Room, just above the "Tree City" banner. The other will be as you come in the Pleasant Street entrance mounted above the hall just before the Assessor's Office.

Website Refresh, has been moving right along. Kristin Maher has been shouldering most of the update, while I and other "Refresh Partners" are very comfortable not to help too much....I mean get in the way.

There has been some new pictures taken for the website which is very exciting, thank you Kristin Maher. Each department has been tasked with working to update their pages.

Lucia Foley a citizen who has great insight into web design generously took time from her busy schedule to meet with Kristin to discuss some of her observations and made suggestions on how we can improve the user access. We will be calling on others, including the Selectboard members to give their input. Residents are encouraged to send in ideas and pictures to kmaher@southhadleyma.gov

Roof leaks on the second floor were reported recently to administration. The roof replacement is only eight months old. Our property management contractor Dean Development is in contact with the roofing contractor to resolve the issue. We have been assured it is still under warrantee.

Town Hall Sewer Line, We have removed the tree which was suspected of causing the damage to the sewer lines, the stump was removed last week, I have asked the DPW Superintendent Jim Reidy to get a price estimate from the group doing line work in town presently.



Once we get an estimate we will go forward replacing the crushed sewer line. I would like to get the Selectboard's approval at the appropriate time to install a sidewalk which would lead up to an assembly area in front of the monuments replete with four benches at the edge of the assembly area for Veteran's Day, Memorial Day or other appropriate ceremonies.

The sidewalk would be handicap accessible and would be constructed over the new sewer line. I believe coordinating the two projects would lower the cost considerably. As the tree was dedicated to WW1 veterans over a hundred years ago this would be a suitable remembrance in the trees absence.

Mosier School Senior Leadership Review; Recently I attended a review of the conditions at Mosier School by the MSBA appointed "Senior Leadership Review Committee". The committee is comprised of education professionals from across the state from a variety

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of back grounds (i.e. teachers, administrators, advocates). These teams conduct field work as part of the needs assessment the SB and School Committee agreed to last year.

It was clear from the discussion they had concerns about the viability of the “portable classrooms”. There was also a number of questions asked about appropriate space for one on one work or engaging students with IEPs in a proper environment. Superintendent Young attempted to down play the fact we were using old utility closet for these services and expressed a “we do our best with what we have available” message, the group was clearly concerned about having suitable space to deal with these needs.

The tone was very professional, when I was asked by the panel how we intended to pay for the project I stated I have been directed by the SB to work to develop a strategy of paying for the bonding costs within existing revenues and otherwise with available funds. It looked very positive, I received no indication they were leaning towards a reno or a full construction, however they did inquire about other available land adjacent to the Mosier School.

Leaping Wells Nature Trail; There has been a slight glitch on this project as estimates came in somewhat higher than expected and the proposing contractors had no “trail” building experience, as required in the RFP. We are re-tooling the project and dissecting the project into component parts. This will allow us to use experienced trail builders where appropriate, we also expect to lower the overall cost.

Conservation Administrator Anne Capra has been instrumental in directing this project. We intend to bring this in under budget and create a amenity the Town of South Hadley will enjoy and respect

Canal Park; Speaking of respectful efforts Phase II Canal Park Reno continues. You can see below the bike rack is installed on the south end of the park and waiting to be used. The pad will be pour in the next month so we can install the new benches. These benches were custom built by MassCOR’s Cedar Junction facility and a comparable savings. It is a good day when we can add some socially responsible training to a project.



The next part of this project will concentrate on the Northside of the park. The lower trail just off the Ted Belsky Overlook will be abandon. Hikers will be encouraged to access the trail at the northern most point along Canal Street. The existing benches will be pulled out, reconditioned at the DPW or by Hampshire Community Service over the winter and re-installed near the Kuzma Memorial. We continue to work with Mitch Resnick and the Canal Park Committee on this asset.



IGM; We will have the final "draft" in the packet. I have been meeting regularly with Town Counsel trying to incorporate suggested changes which strengthen the agreement along with trying to eliminate those pesky "edits" for language, spelling or sanity.

I would recommend the Selectboard finalizing the agreement on Tuesday. I spoke with Steve Gano from IGM on Thursday and their CFO is away until next Monday. If there are any unexpected changes, which there should not be, the worst that could happen would be that it would come back before you at the next meeting. I believe if the SB signs it sends a strong message that the Town of South Hadley has exhausted the negotiation process.

As you can see we will have to perform a furniture, fixture, equipment and structure inventory at the close of the season to attach to the contract. The inventory will be signed off by both parties, but I would suggest doing that a couple of weeks before the start date of agreement.

State Primary; September 4, 2018 the Town of South Hadley opened the polls for voting At closing 29% of the registered voters cast ballots. While this is disappointment to all, as we always hope for full participation, it was a higher percentage than many communities.

Having the primary the day after the Labor Day holiday was difficult, but The Town Clerk with help of Kristin Maher, Jamie Doolittle and Sarah Gmeiner did an excellent job of reminding/cajoling and ultimately convincing voters to participate through social media, website, signage and other means. Nice work everyone!

There were some concerns expressed about release time from the schools and access to vote counts, but we will continue to work to accommodate requests, while protecting the process.

Tragic Accident @ MHC Crosswalks; we were all saddened to hear of the tragic death of a pedestrian. These accidents are horrible leaving one person dead and another broken. Words cannot express the depth of the sorrow, no more than we can prevent every misfortune.

Realizing the Selectboard has gotten several inquiries from constituents looking for more preventative measures, I truly appreciate your leadership and patience. Waiting for the facts from the State Police Reconstruction Team, realizing there are up to 3,900 crossings daily, growing your understanding of traffic safety standards, allows the municipality to calmly participate in a solution process.

Chief Parentela and I will meet with MHC officials next week to collect ideas and perspectives from our partner (MHC). We will be meeting with District 2 MassDOT soon as part of the strategy development. I appreciate as leaders you have reacted appropriately and patiently while this incident is investigated. Having a process lacking impulsiveness is critical to a better solution.

We do have partners in this, MassDOT, MHC, residents and the Town will be part of any improvements, but that is in the future. How can people help now? As many of you have said to me already "check the speed limit", "be more aware", "stay off your phone", "go slow and pay attention", all would help.

As always, thank you for the support, direction and leadership you provide!

Respectfully submitted,

Michael J. Sullivan
Town Administrator, South Hadley