

**SELECTBOARD MEETING  
TUESDAY, APRIL 3, 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
3. ANNOUNCEMENTS/OPEN FORUM
4. CONSENT AGENDA
  - A. Requests for One Day Beer and Wine License: Mark Garner, MHC Dining Services, Spring Weekend

7:15 p.m. – Public hearing re: Verizon telephone pole placement on Pleasant Street

7:20 p.m. – Public hearing re: Verizon telephone pole placement on Canal Street

5. NEW BUSINESS
  - A. MOA for Veterans Service District
  - B. Revocation of Used Car License at 500 New Ludlow Road
6. RESIGNATIONS/APPOINTMENTS
  - A. Scott Sargent from Historical Commission
7. OTHER BUSINESS
  - A. Senior Center Funding Strategy Discussion
  - B. Opioid Contract
8. TOWN ADMINISTRATORS REPORT
9. CHAIRMAN’S REPORT
10. ADJOURN

**SELECTBOARD MEETING  
MARCH 3, 2018  
DRAFT MINUTES  
SELECTBOARD MEETING ROOM – 7 P.M.**

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

Etelman called the meeting to order at 7 p.m. noting all members were present

**1. APPROVAL OF MINUTES**

Forcier moved to approve the minutes of the Feb. 6, 2018 regular Selectboard meeting. Brezinsky seconded. The motion passed unanimously; 5:0.

**2. ANNOUNCEMENTS/OPEN FORUM**

*A. Announcements*

Forcier noted the March 7 Dog Park for South Hadley meeting would be rescheduled to March 14 due to the weather; the Friends of Buttery Brook Park were having a meeting March 12; and thanked Mosier School staff and the principal for the “Read Across Mosier” event.

Brezinsky noted the Music and Arts South Hadley March 7 meeting would be postponed to March 11 due to the weather. Brezinsky informed residents the Mosier School Ad Hoc Committee met to make some changes to a Statement of Interest and approved it, moving the process forward. The SOI will be on the next Selectboard agenda.

*B. Open Forum*

Vern Blodgett, 11 Sycamore Knolls, Precinct D Town Meeting Member, asked about staffing levels in town hall - particularly the town clerk’s office - and if the budget contemplates additional staffing in that office.

Sullivan said staffing levels in FY19 will be the same. He noted a 25-hour position and a 10-hour position in the clerk’s office have not been filled. However, this is an inside personnel matter he is unable to discuss.

Jeff Cyr, 8 Crystal Lane and Precinct C Town Meeting member asked if Town Meeting could obtain a town hall staffing organizational chart when the internal personnel matter with the town clerk’s office.

Responding to Cyr, Etelman said fulfillment of this request would be up to the town administrator.

Christopher Parent, 12 Promenade Way, asked the Selectboard to stand up to its responsibility to fix potholes on River Lodge Road, citing a 1985 agreement in which he said the town agreed to fix the access road. He said the road has more than 50 potholes and called the situation dangerous.

Karl Meyer, 131 Riverboat Village Road, asked what it would take to make River Lodge Road a public road rather than a private road, noting cars use both lanes to avoid the potholes, similar to

a game of chicken. He said River Lodge Road should be a full-fledged road with normal service to it.

Mark Dube, 121 Riverboat Village Road, asked where excise tax is being spent and said it shouldn't matter if a road is private - if it's a road in town it should be repaired. He offered a scenario in which drivers who are town employees travel down a road full of potholes may submit workers' comp claims if the drivers are injured.

Sullivan said there are 40-50 unaccepted ways throughout town. River Lodge Road is an unaccepted way. The standard to get a road accepted is to have the road improved by the road's owners or developers to standards set by MassDOT. Once improved to those standards, a road is brought before Town Meeting for acceptance. Town Meeting members would vote to accept the road upon recommendation of the DPW superintendent if a road's owners/developers have met all requirements.

Sullivan said such repairs and improvements of private or unaccepted roadways is the responsibility of, in these specific cases, developers of Riverboat Village and River Lodge Road. Sullivan said town council has previously explained the town cannot spend public tax dollars on private roads. Sullivan offered an example of one group of The Meadows residents who, a few years prior, petitioned the town to pave their street, which is a private way. Those residents had been told the town could not pave The Meadows for the same reasons given to River Lodge Road and Riverboat Village Road residents. Hearing this, The Meadows residents banded together, raised money and paved the road themselves.

Sullivan said he is not advocating for or suggesting River Lodge Road and Riverboat Village Road residents follow suit, but rather pointing out other residents in the past have also been told "No." Sullivan said other developers, such as the one for Red Bridge Lane, have stepped up, improved their roads and proceeded with the process to have those roads accepted by the town. Brezinsky said, "It sounds like private parties need to step up and fulfill their responsibility."

### **3. CONSENT AGENDA**

Forcier made a motion to approve an amendment to a One-Day Beer and Wine License for Music and Arts South Hadley, Inc, (Festforward, 202 Lathrop Street, Jon Camp) from March 24, 2018 to April 7, 2018. Miles seconded and Brezinsky abstained. The motion passed with four votes in favor and one abstention.

### **4. APPOINTMENTS/RESIGNATIONS**

Forcier made a motion to reappoint William Sutton as town accountant for a five-year term to end Jan. 1, 2023. Brezinsky seconded, and the motion passed unanimously.

Forcier made a motion to vote a term of April 11, 2022 for Christine Blaney to the South Hadley Housing Authority. Blaney was appointed at the Feb. 20 Selectboard meeting but a term had not been set. Brezinsky seconded the motion, and it passed unanimously.

### **5. LOCAL LICENSING AUTHORITY HEARING – Polish American Club; application for multiple amendments**

A public hearing was opened at 7:15 p.m. to discuss amendments to a retail alcoholic beverages license held by the Polish American Citizens Club of 515 Granby Rd. The hearing was closed at

7:44 p.m. Martin O'Connell of Morisi & O'Connell represented Brett Remillard, new owner of the facility.

The Selectboard approved changing the name on the Polish American Club's liquor license from "Polish American Citizens Club of South Hadley" to "Remi's BAR & Banquet," changing that liquor license from a club license to a traditional restaurant/banquet hall liquor license, and changing the manager from Donna Koske to Brett Remillard - all subject to ABCC approval. Hine motioned to approve the three amendments and Brezinsky seconded. The motion passed unanimously.

Forcier motioned for the board to take a vote directing the town administrator to send a letter to the ABCC stating that private citizens have come forward with concerns about the corporate status of the applicant. He also asked a letter, written by Janice Faginski of 25 Dale Street and read at the meeting, be included with correspondence to the ABCC.

Faginski wrote: "My name is Janice Faginski and I live at 25 Dale St. I am here tonight to question the sale of the Polish American Citizens Club of South Hadley and the application of amendment of the liquor license from the club to Mr. Brett Remillard.

I am a bondholder of the club, have been a past member and a past member of the board of directors. My concern is that the bondholders were never notified of the sale of the club by the club president, Donna Koske, and question the legality of the sale of the club and the application of this amendment.

Last October I spoke with Mr. Remillard and he informed me he had purchased the club. I later learned, that in fact, was not the case, but that he had purchased the mortgage from Peoples Bank. I stated to Mr. Remillard at that time that I was a bondholder and that neither I nor others who were bondholders were ever contacted regarding a sale. It was also stated to me that Ms. Koske was no longer president and that she stepped down. If so, who had authority to authorize this sale and where did the proceeds go?

It was at that time that I began to question what I was being told. To my knowledge, all bondholders should have been notified, a meeting of the bond holders should have been held and a vote taken on a sale.

Last October, I contacted the secretary of state office and they informed me that the club had not disbanded and that Donna Koske was still listed as president since 2015. Also, in order to disband the club they would have to go through superior court.

Before further transactions are taken I would ask the Selectboard to inform the Alcoholic Beverages Control Commission of the bondholders concerns and questions regarding the legality of these transactions.

Thank you for your consideration on this matter."

Sullivan said the ABCC is better equipped to handle the issues brought forth by residents.

"We're part of the license transaction but we're not part of the legal transaction between ownership issues," he said.

By taking action to allow the amended license application to go forward to the ABCC, an investigation of the concerns brought up by residents would be applied at the state level, Sullivan said. The best course is to allow the ABCC to investigate, he said.

## **6. SENIOR CENTER PROJECT PRESENTATION**

Tim Eagles of EDM Architecture – hired specifically to look at the scale of the necessary requirements for a potential future senior center - presented a study on the potential

redevelopment of the existing South Hadley Senior Center site. He discussed a conceptual design and potential cost.

Of the current senior center building - which was formerly a school – Eagles said, “It’s outlived its useful life.” Renovating the current building to accommodate wanted programming would be difficult and costly, he said.

EDM and senior center officials paired up with LifeSpan design, a senior center specialist, to discuss such programming and the needed space. This conversation resulted in an 18,600-square foot potential senior center design which fits the current site footprint. It’s a single-story building with controlled entry and an “appeared-pitched roof” to fit within the neighborhood that includes a library café with a patio, a multi-purpose room with a divider which can seat more than 220 visitors (current capacity is 136), a caregiver support suite with private entry, a Friends of the South Hadley Senior Center fundraising area, a personal services office, a exercise/dance studio, a fitness studio, a crafts/games room, a billiards room, accessible bathrooms, a Meals on Wheels area, and a large conference room in the center.

Eagles said the estimated cost for this potential design is \$8.5 million for construction. Soft costs are estimated at \$3 million. Soft costs, said Eagles, should be thought of as anything that would figuratively fall out of the building if it was turned upside down, in addition to contingencies, design fees, owners project management fees, hazardous materials abatement and the like.

These costs, said Eagles, are for a potential construction in the fall of 2018. If the plan is for a build in 2020 or 2021, these numbers would have to rise.

The next steps from this initial conceptual design would be specifics – parking spots, how much park land should be preserved, narrowing down and defining Article 97 land restrictions, etc.

Council on Aging Director Leslie Hennessey said, “I think it’s a really well-designed center.”

The intent is to fund a potential new senior center using general funds without a Proposition 2½ override. Sullivan said if that is not possible, the Selectboard would have to decide whether or not to spend additional funds through excluded debt or revenue debt. A fundraising strategy is underway via Hennessey, he said, and Senator Stan Rosenberg earmarked \$1 million in the state budget for the South Hadley Senior Center. This may or may not remain. Grants are also an option.

Brezinsky said the Selectboard needs to figure out what the town can truly afford and he would like to see the Selectboard work to have a proposal for Town Meeting in two months.

Etelman said discussion of a potential senior center should be a regular Selectboard agenda item for the conversation to continue. The public’s input is welcome and wanted.

## **7. APPOINTMENTS**

The Selectboard interviewed and appointed Carol Constant to a vacant position on the Council on Aging to end June 30, 2020. Brezinsky initiated a motion and Forcier seconded. The appointment was unanimous.

## **8. TOWN ADMINISTRATOR’S REPORT**

Sullivan reminded residents looking for tax information to request that information via forms on the town website - <http://southhadley.ma.gov/285/Collector-Treasurer> - instead of calling the treasurer/collector’s office directly.

Hine said if residents use the online bill pay system there is a historical record of payments including excise and property tax payments.

Sullivan said the Cable Advisory Committee has disbanded and it was decided in September that Bob Smith, James Doolittle, John Hine and himself would act in its stead. They have met with Comcast about the contract. At some point they will bring a plan before the Selectboard.

Brezinsky said he is pleased there is talk about more than what is legally required in terms of negotiating the Comcast contract.

Sullivan reminded the public the town cannot negotiate programming, rates residents pay or the selection of channels.

Hine said this negotiation is for the cable portion. The town has nothing to do with internet or phone negotiations.

*See Town Administrator's report in 3-6-18 packet for information not discussed.*

Forcier moved to adjourn. Brezinsky seconded. The motion passed unanimously. The meeting was adjourned at 8:58 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-18-15**

Date Submitted

**3/28/2018**

Applicant Name: **Mark Garner**

Company: **Mount Holyoke College Dining Services**

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

Applicant Phone: **(413) 538-2522**

Applicant Email: **mgarner@mtholyoke.edu**

Date Applied For: **April 22nd, 2018**

Hours of Operation: **2:00p - 8:00p**

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

Description of Location: **Skinner Green**

Type of Event: **Spring Weekend**

#### RESTRICTIONS:

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

#### OTHER RESTRICTIONS:

#### LIABILITY DISCLAIMER:

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

#### LIQUOR LIABILITY INSURANCE REQUIREMENT

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

Payment Date	Amount Paid	Payment Type	Payment Number
3/28/2018	\$30.00	Credit Card	[REDACTED]

**PETITION FOR JOINT OR IDENTICAL POLE LOCATION**

Springfield, Massachusetts, February 2, 2018  
To the Selectboard of the Town of South Hadley, Massachusetts

**VERIZON NEW ENGLAND, INC. and  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

Request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**PLEASANT STREET:** Place one (1) jointly owned pole numbered T.7S /E.6S on the northwesterly side of Pleasant Street at a point approximately seventy-one (71) feet southwestly from the centerline of Lamb Street.

**Reason:** Place one (1) jointly owned pole on Pleasant Street to provide support to the existing pole line; and to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current.

Wherefore your petitioners pray that after due notice and hearing as provided by law, they be granted location for and permission to erect and maintain said pole, wires, and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith marked- Verizon No. **1A2Q3DB**, dated January 30, 2018.

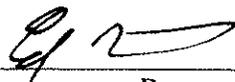
Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such pole and buildings as said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**VERIZON NEW ENGLAND, INC.**

By   
Albert Bessette, Jr.  
Manager-Right of Way

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

By   
Representative

Ed morrin



# PETITION PLAN

SOUTH HADLEY

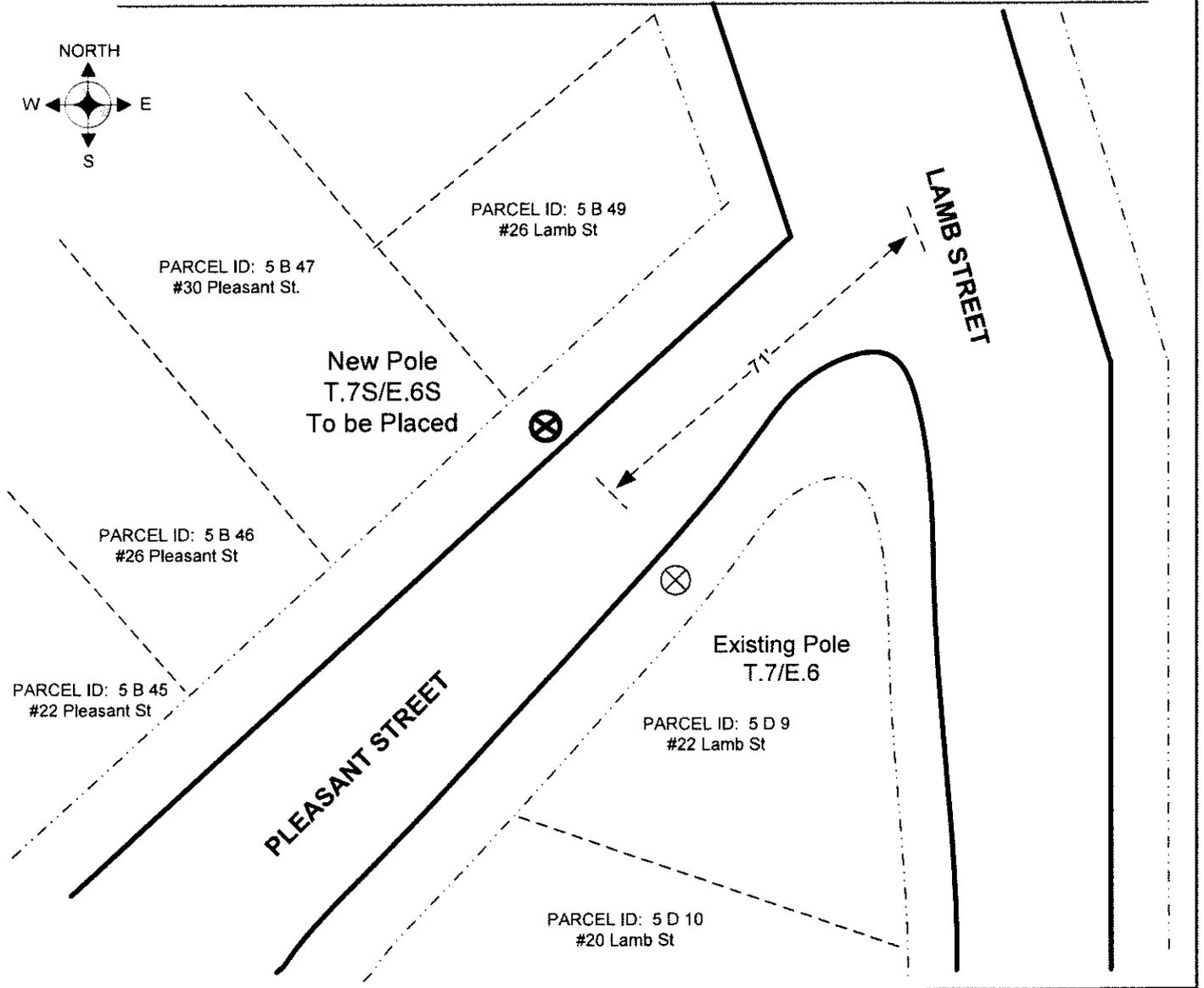
NO. 1A2Q3DB

VERIZON NEW ENGLAND, INC AND  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT

DATE: JANUARY 30, 2018

SHOWING

## PROPOSED POLE ON PLEASANT STREET



### LEGEND

-  PROPERTY LINE
-  EDGE OF ROAD
-  EDGE OF PAVEMENT

-  EXISTING POLE
-  PROPOSED POLE
-  PROPOSED ANCHOR

## ORDER FOR JOINT OR IDENTICAL POLE LOCATION

By the Selectboard of the Town of South Hadley, Massachusetts; Notice having been given and a public hearing held, as provided by law, **IT IS HEREBY ORDERED that VERIZON NEW ENGLAND, INC. and SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT** be and are hereby granted locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to as requested in petition of said Companies dated the 2<sup>nd</sup> day of February, 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked - Verizon No. **1A2Q3DB**, dated January 30, 2018, filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC. and SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT** wires and cables which shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

**PLEASANT STREET**: Place one (1) jointly owned pole numbered T.7S /E.6S on the northwesterly side of Pleasant Street at a point approximately seventy-one (71) feet southwestly from the centerline of Lamb Street.

**Reason**: Place one (1) jointly owned pole on Pleasant Street to provide support to the existing pole line; and to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current.

Also that permission be and hereby is granted to said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of the Town of South Hadley, Massachusetts held on the 3<sup>rd</sup> day of April 2018.

---

Town Clerk

I hereby certify that on April 3 2018, at 7:15 o'clock,  
P.M., at South Hadley Town Hall, 116 Main St., Selectboard Room a public  
hearing was held on the petition of

**VERIZON NEW ENGLAND, INC. and  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order.

And that there upon said order was duly adopted.

The Selectboard of the  
Town of South Hadley, Massachusetts  
By:

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

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Selectboard of the Town of South Hadley, Massachusetts on the 3<sup>rd</sup> day of April 2018, and recorded with the records of location orders of said Town in Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

**PETITION FOR JOINT OR IDENTICAL POLE LOCATION**

Springfield, Massachusetts, February 9, 2018  
To the Selectboard of the Town of South Hadley, Massachusetts

**VERIZON NEW ENGLAND, INC. and  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

Request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

**CANAL STREET:** Relocate one (1) jointly owned pole numbered T.8/E.2 to a point on the northeasterly side of Canal Street approximately seventy-five (75) feet northwesterly from the centerline of West Main Street.

**CANAL STREET:** Relocate one (1) jointly owned pole numbered T.9/E.3 to a point on the northeasterly side of Canal Street approximately one hundred eighty-one (181) feet northwesterly from the centerline of West Main Street.

**Reason:** Relocate two (2) jointly owned poles on Canal Street to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current.

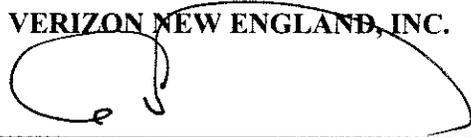
Wherefore your petitioners pray that after due notice and hearing as provided by law, they be granted location for and permission to erect and maintain said pole, wires, and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said pole to be erected substantially in accordance with the plan filed herewith marked- Verizon No. **4A0EE7G**, dated February 9, 2018.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such pole and buildings as said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**VERIZON NEW ENGLAND, INC.**

By \_\_\_\_\_



Albert Bessette, Jr.  
Manager-Right of Way

**SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

By \_\_\_\_\_



Representative

mark Gilmore



# PETITION PLAN

SOUTH HADLEY

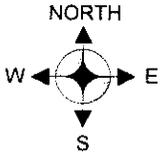
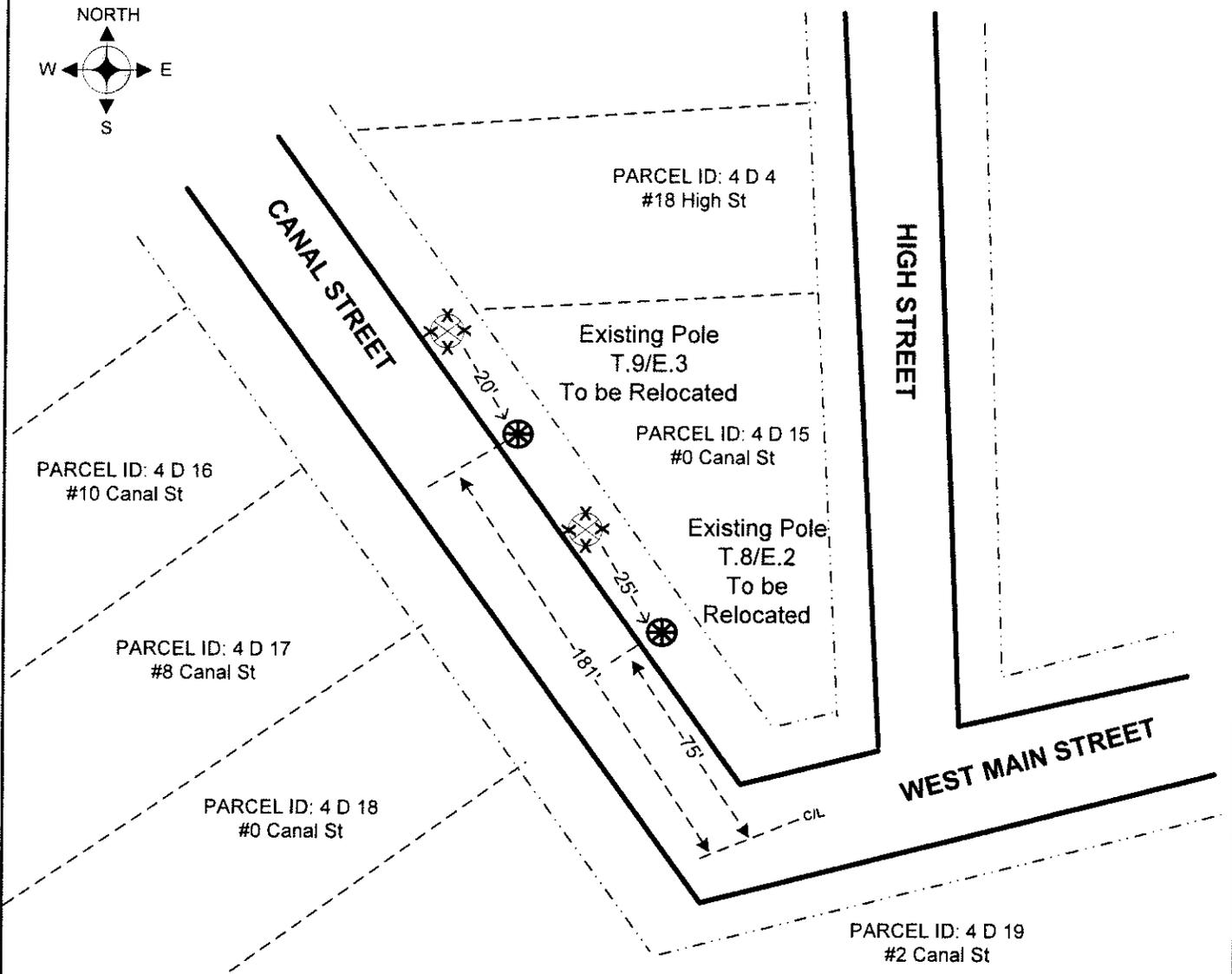
NO. 4A0EE7G

VERIZON NEW ENGLAND, INC AND  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT

DATE: February 9, 2018

SHOWING

## PROPOSED POLES ON CANAL STREET



### LEGEND

- PROPERTY LINE
- EDGE OF ROAD
- - - - - EDGE OF PAVEMENT



EXISTING POLE TO BE REMOVED



PROPOSED POLE

## ORDER FOR JOINT OR IDENTICAL POLE LOCATION

By the Selectboard of the Town of South Hadley, Massachusetts; Notice having been given and a public hearing held, as provided by law, **IT IS HEREBY ORDERED that**

### **VERIZON NEW ENGLAND, INC. and SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

be and are hereby granted locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to as requested in petition of said Companies dated the 9<sup>th</sup> day of February, 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked - Verizon No. **4A0EE7G**, dated February 9, 2018, filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC. and SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT** wires and cables which shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

**CANAL STREET**: Relocate one (1) jointly owned pole numbered T.8/E.2 to a point on the northeasterly side of Canal Street approximately seventy-five (75) feet northwesterly from the centerline of West Main Street.

**CANAL STREET**: Relocate one (1) jointly owned pole numbered T.9/E.3 to a point on the northeasterly side of Canal Street approximately one hundred eighty-one (181) feet northwesterly from the centerline of West Main Street.

**Reason**: Relocate two (2) jointly owned poles on Canal Street to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current.

Also that permission be and hereby is granted to said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of the Town of South Hadley, Massachusetts held on the 3<sup>rd</sup> day of April 2018.

---

Town Clerk

I hereby certify that on April 3 2018, at 7:20 o'clock, P.M., at South Hadley Town Hall, 116 Main St, Selectboard room a public hearing was held on the petition of

**VERIZON NEW ENGLAND, INC. and  
SOUTH HADLEY ELECTRIC LIGHT DEPARTMENT**

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order.

And that there upon said order was duly adopted.

The Selectboard of the  
Town of South Hadley, Massachusetts  
By:

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

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

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Selectboard of the Town of South Hadley, Massachusetts on the 3rd day of April 2018, and recorded with the records of location orders of said Town in Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

## Memorandum of Agreement

### Easthampton-South Hadley -Granby Veteran Service District

**April 3, 2018**

This memorandum is an outline of commitments, policies and agreements between the communities of Easthampton, South Hadley and Granby. This memorandum will serve the City of Easthampton and South Hadley until June 30, 2019. It will serve the Town of Granby until July 1, 2018, unless otherwise agreed upon, extended or amended by the executive branch of the Town of Granby (Granby Board of Selectmen) and approbation of the executive(s) representing the other member municipalities (Mayor of Easthampton and the South Hadley Selectboard).

Each community will afford the Easthampton- South Hadley- Granby District Veteran Service Officer (VSO) appropriate access to the following;

- Secure file cabinets or storage.
- The municipality will provide appropriate space to meet with individual Veterans. (The space should be professional, accessible, private and reasonably secure.)
- Accommodate an occasional need to for a larger space to hold a group meeting for Veteran's and family members if necessary.
- The municipality will designate a primary contact and a secondary contact for routine issues (ie. trash removal, office cleaning, supplies)
- The host community will supply a telephone and computer for the VSO.
- The host community will provide an employee identification (if that is the practice for other employees) and a key for the office.

The VSO will;

- Will keep and post an office hour schedule and contact information (email, phone number(s)) relative to the time he/she will be available and how an individual may contact the VSO.
- The schedule and any changes to the schedule for each community should be sent to the primary and secondary contact as soon as the VSO is aware of the change.
- The VSO will cooperate and abide by rules and policies promulgated by the municipality he/she is within during time of service (ie. If you are in Easthampton then you go by the Easthampton rules). If the VSO is unclear in regards to any policy they should clarify with the primary contact via email as soon as possible.
- If at some time in the future the District crafts specific policies or rules of conduct or service they would supersede those of the municipality.
- The VSO will inform all primary and secondary contacts of approved vacation or personal time approved by the District soon after approval is granted.
- If the VSO is absence due to bereavement, illness or other such emergency an email will be sent immediately to [personneldirector@easthampton.org](mailto:personneldirector@easthampton.org).
- Any adjustment in schedule will be approved by the District for the VSO will be communicated via email by the VSO as soon as possible.
- And as further stated in Massachusetts General Law Chapter 115 section(s) 10, 11,12, 13 14, 15.

The Veterans Service District Board will provide the following;

- Policies for operations
- Instruction and oversight when necessary.
- Coordination of and approval of compensation, benefits including but not limited to health insurance, vacation or other time away.
- Arbiter in all matters brought before the body related to conduct, personnel related or relative to Veteran Service services in Easthampton, South Hadley and Granby for the period denoted in first paragraph.
- Set the schedule for each community for posted hours and approve any reimbursements or additional allowances.
- The Board will assess performance and set goals annually in a report back to each community's executive branch.
- The Board will be the final arbiter on any disputes which may arise in respect this agreement

The participating communities will accept joint responsibility and commit that they will work with Massachusetts Veteran Affairs and each member community to serve the needs of all veterans in each community. The communities accept the related costs of a shared VSO as follows Granby 4 hours (until July1, 2018), Easthampton 16 hours, South Hadley 16 hours. When Granby is no longer a member, the balance of their hours will be divided equally among Easthampton and South Hadley, unless otherwise agreed.

The Board will consist of an executive branch representative from each community, after Granby is no longer a member. Easthampton and South Hadley will agree upon third member from a list of interested veterans solicited from each community.

Easthampton or South Hadley may unilaterally cancel this agreement by notifying the other in January prior to the start of the subsequent fiscal year.

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Mayor of Easthampton

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Chair of Granby Board of Selectmen

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Chair of South Hadley Selectboard

Office (413) 536-1267  
FAX (413) 536-2230



*Marion Excavating Co., Inc.*

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749 New Ludlow Road • P.O. Box 13 • South Hadley, MA 01075

March 28, 2018

Mr. Michael Sullivan  
Town Administrator  
Town of South Hadley  
116 Main Street  
South Hadley, Ma. 01075

RE: car lot – 500 New Ludlow Rd., South Hadley

Dear Mr. Sullivan:

Per your inquiry be advised that the above referenced lot was leased to Steven J. Moren under the business name of Riverside Motors through July 31<sup>st</sup>, 2017. The tenant was informed during July 2017 that the monthly rent amount would be increasing effective August 1<sup>st</sup>, 2017. The tenant left the premises and removed all of his vehicles on Saturday July 29<sup>th</sup>, 2017 and vacated the premises.

Mr. Moren has not paid any rent or been a tenant since that date.

Sincerely,

A handwritten signature in blue ink that reads 'Ernest LaLonde'.

Ernest LaLonde  
Office Manager

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

From: **Scott S**

Date: Thu, Mar 22, 2018 at 2:53 PM

Subject: Re: NYT story: Scot Sargent

To: Desiree smelcer

Desiree, please accept this email as my resignation from the committee and remove my name from any relevant town websites etc.

With profound apologies,

Scott

# **ENGAGEMENT TO REPRESENT**

RE: Town of South Hadley, Massachusetts civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

**Town of South Hadley, Massachusetts** (hereinafter “CLIENT”), by and through its Board of Selectmen, hereby retains the law firm LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA (“Firm”) on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the Town including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

**Peter J. Mougey** of the Firm shall serve as LEAD COUNSEL. CLIENT authorizes LEAD COUNSEL to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms (collectively referred to, herein, as “Attorneys”), if no conflicts exist, including but not limited to conflicts pursuant to the Massachusetts Ethics laws and the Massachusetts Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

SWEENEY MERRIGAN LAW, LLP  
268 Summer Street, LL  
Boston, Massachusetts

RODMAN, RODMAN & SANDMAN, P.C.  
442 Main Street, Suite 300  
Malden, Massachusetts

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP  
419 11th Street  
Huntington, West Virginia

BARON & BUDD, PC  
3102 Oak Lawn Avenue #1100  
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC  
500 Tracy Way  
Charleston, West Virginia

POWELL & MAJESTRO, PLLC  
405 Capitol Street, P-1200  
Charleston, West Virginia

MCHUGH FULLER LAW GROUP  
97 Elias Whiddon Road  
Hattiesburg, Mississippi

KP LAW, P.C.  
101 Arch Street, 12th Floor  
Boston, Massachusetts

CLIENT is retaining the Firm and Attorneys collectively and not as individuals, and attorney services to be provided to CLIENT hereunder will not necessarily be performed by any particular attorney.

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **CLIENT shall not pay to the Firm and Attorneys a fee of any kind or nature if there is no recovery.**

The Firm and the Attorneys shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated and shall be paid to the Firm and Attorneys. **CLIENT shall not be required to reimburse the Firm and Attorneys for litigation expenses of any kind or nature if there is no recovery. Expenses shall not exceed 10% of the gross recovery.**

CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this retention will preclude other retention by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the Massachusetts Rules of Professional Conduct relating to conflicts of interest, and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.

This litigation is intended to address a significant problem in the Town. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. CLIENT agrees to compensate the Firm, wholly contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses, subject to appropriation of funds therefore and the applicable provisions of Massachusetts law. To the extent that the remedy includes both monetary damages and equitable relief, 25% of the monetary value of the equitable relief together with 25% of the monetary damages will be deducted from the total monetary damages as compensation for the Firm. If such compensation exceeds the total amount of the monetary damages awarded, payment of the additional compensation amount shall be subject to appropriation of funds therefor. To be clear, however, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by CLIENT. Any division of fees will be governed by the Massachusetts Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees

will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Massachusetts Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

The Firm and Attorneys will perform the legal services called for under this Agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with the Firm and Attorneys, disclose to the Firm and Attorneys all facts relevant to the claim, keep the Firm and Attorneys reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial as reasonably necessary.

LEAD COUNSEL shall appoint a contact person to keep CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by CLIENT. CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation, including but not limited to whether to settle the litigation and on what terms.

CLIENT may discharge the Firm and Attorneys at any time by written notice effective when received by LEAD COUNSEL. Unless specifically agreed by the Firm and CLIENT, the Firm and Attorneys will provide no further services and advance no further costs on CLIENT's behalf with respect to the litigation after receipt of the notice. If the Firm is CLIENT's attorney of record in any proceeding, CLIENT will execute and return a substitution-of-attorney form immediately on its receipt from the Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

At the conclusion or termination of services under this Agreement, the Firm and Attorneys will release promptly to CLIENT all of CLIENT's papers and property. "CLIENT's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to CLIENT's representation, whether CLIENT has paid for them or not.

Nothing in this Agreement and nothing in the Firm and Attorneys' statement to CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Firm and Attorneys make no such promises or guarantees. The Firm and Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm and Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The relationship to CLIENT of the Firm and Attorneys, and any associate counsel or paralegal provided through them, in the performance of services hereunder is that of independent contractor and not that of employee of CLIENT, and no other wording of this Agreement shall stand in derogation of this paragraph. The fees and costs paid to the Firm and Attorneys hereunder shall be deemed revenues of their law office practice and not as a remuneration for individual employment apart from the business of that law office.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SIGNED, this \_\_\_\_\_ day of March 2018.

**Town of South Hadley Massachusetts**

\_\_\_\_\_  
Michael Sullivan, Town Manager

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA  
316 South Baylen Street  
Pensacola, Florida

By \_\_\_\_\_ Date \_\_\_\_\_  
Peter J. Mougey  
*Lead Counsel*

Accepted:

SWEENEY MERRIGAN LAW, LLP  
268 Summer Street, LL  
Boston, Massachusetts

By \_\_\_\_\_ Date \_\_\_\_\_  
Peter M. Merrigan  
*Massachusetts Counsel*

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.  
442 Main Street, Suite 300  
Malden, Massachusetts

By \_\_\_\_\_ Date \_\_\_\_\_  
Richard M. Sandman  
*Massachusetts Counsel*

Accepted:

KP LAW, P.C.  
101 Arch Street  
Boston, Massachusetts

By \_\_\_\_\_ Date \_\_\_\_\_  
Mark R. Reich  
*Massachusetts Coordinating Counsel*

Sarah Etelman, Chair  
John Hine, Vice-Chair  
Andrea Miles, Clerk  
Ira Brezinsky  
Bruce Forcier

Michael J. Sullivan  
Town Administrator

March 29, 2018

Dear Selectboard,

Please accept this report as an abbreviated accounting of the initiatives and projects I and others are allocating our efforts towards. This is a particularly busy time as we are finishing up the FY 19 budget, have a new Treasurer/Collector starting Monday, preparing for the May 9 Annual Town Meeting, getting ready to start some projects and buttoning up others. I am grateful for the hard work of so many employees who continue to assist in filling in "as needed", I am lucky to work with such dedicated individuals.

**Senior Center**, As we work our way towards Town Meeting it is becoming more important I get direction on how the SB would like to approach this project. The Selectboard will host David Eisenthal at the April 17 board meeting. He will cover the town's present bond indebtedness and the impact of an additional borrowing of about \$9.8 million in late FY 20, although the actual issuance may not be until early FY 21.

As you the Selectboard members heard in the recent presentation of the conceptual plan the cost of the 18,500 square foot plan would cost approximately \$8.5 million for the building only. This price does not include surveys, legal work, demolition, material testing, removal of contaminants (if necessary), temporary relocation, owners project manager (required by law), bid doc design, RFP, FF&E and other "soft costs which likely will total \$11.2 million.

So why the \$9.8 million if the cost is \$11.2 million? It is what I believe we can honestly afford to support within the existing revenue over a twenty five year bond. Hopefully this project will be supplemented by fundraising and the Senior Center Stabilization may also be considered to close the funding gap. After considering the next steps forward, I would recommend to seek bond approval in the amount of \$9.8 million at the May 2018 ATM. Furthermore considering the present environment for interest rates, I would suggest taking some short term notes for \$350K to fund the full design. The short term note would be rolled into the larger borrowing late FY 20 or earlier FY 21.

After considering other strategies, it is my opinion and recommendation to secure the Town Meeting vote on the borrowing. All borrowing would have to be approved by Selectboard before issuance. I am confident the residents of South Hadley will have

faith in your leadership to make the right decisions and take advantage of opportunities which may present themselves over the course of the ensuing 18 to 24 months in relationship to bonding. Hopefully, the issue of bonding will be made clearer by the end of the April 17 meeting. Thank you for your diligence and consideration on this issue.

**Risk Avoidance**, I attended a MIIA "Risk Avoidance" seminar in Devens. The presenter was a well-regarded expert by the name of Gordon Graham ([www.lexipol.com](http://www.lexipol.com)). He counts NASCAR, Great Britain, California Highway Patrol and some major hospitals among his client list. He not only is a sought after speaker, but does risk analysis all over the world.

While we have been instituting some of the ideas he espoused in South Hadley, Mr. Graham made numerous suggestions which I need to consider using in South Hadley. It was a full five hours of enlightenment, so I will not be able to go over the entirety of the presentation.

The most significant take-aways for me was, we tend to not look at the most important factors when looking at an incident and when we are trying to determine the causal elements. It is important to take your time, get data relevant to the issue and make sure we do not get swayed by the bright light of the media or where some may try to lead us without data.

In all municipal and governmental settings the greatest enemies of risk avoidance is employees who do not believe the rules apply to them, Mr. Graham gave the recent Massachusetts State Police detail issue as an example, even being from California he was familiar with this current event and gave other examples. Second continuously making staff aware of the rules is critical and lastly complacency "I have done it this way for a long time" position is a threat.

Having regular meetings with all employees by managers and constant revisiting and reconsidering policies and procedures is necessary for a healthy organization. I believe this is an area we need to continue to increase our focus on for municipal operations.

It is also very important to tell members of the organization when they do things right and when they do things wrong. Open and honest communication in a professional manner is important. Also, be aware of and learn by history.

**SHELD Siemens**, We continue to make some progress with Siemens Performance Measure Projects, while we look at opportunities at additional savings which may qualify South Hadley as a "Green Community". One of the areas we may be able to extract some savings is additional replacement of LED contract lighting. As I mentioned

in my previous report I did convene various parties to meet with Roland Butzke from Siemens.

Mr. Butzke and I will be meeting with the General Manager Sean Fitzgerald and Engineer Mark Gilmore on April 2<sup>nd</sup> to discuss ideas around the contract lighting and other possibilities. Siemens now has the request information to make their initial analysis and hopefully construct a ground floor for our attempt to try and save an additional 20% to meet the DOER standards. I thank the professionals at SHELD for our partnership.

I am aware there are those who would like to see this process move more quickly, I rank among that group. The reality is like so many projects it is always more complex than one would imagine. Ever try and sell an old library....

**Capital Planning,** Recently I attended a Capital Planning Meeting to discuss a number issue, including the Building Assessment done by Architect Zbignew Letanowicz last September, the list of requests for FY 19 and the availability of funds. As an initial meeting it was productive.

The Capital Planning Committee supported funding one cruiser (\$42K) by way of warrant at the ATM. I would agree this is a good approach as we work to ensure the Police Department has vehicles which are dependable. We continue to sell vehicles which are being rotated out and have a hard fast rule not to add vehicles which occurred in the past. Most of the FY 19 requests will have to wait until the Fall/Winter STM to be considered from URFC.

The report resides on the Capital Planning page on the town website, I know that Selectboard members are familiar, but I would encourage all residents, Town Meeting Members and other boards/commissions to become familiar with this report. It will become part of the foundation of future request to CP and how we use buildings, as well.

**Canal Park,** Please mark your calendar for May 12. This date has been penciled in for the dedication of the Ted Belsky Overlook. The Canal Park Committee Chair Mitch Resnick has been working with the Belsky family on this tribute to Ted Belsky's legacy as an advocate for restoration of the South Hadley Canal system and the related properties.

There will be an installation of signage, staining of the overlook, some vista pruning and other projects in April to ready the property for May 12. I cannot thank Mitch, Bill Bacis and all of the Canal Park Committee enough for their efforts. This would not have been possible without their encouragement and support!

**Hampshire Health Insurance**, As you may recall Hampshire Health Insurance Trust in order to control skyrocketing premiums instituted a reasonable design plan change. Ultimately even with those changes FY 19 will be up 4.7% in premium costs. Costing the town an additional quarter of a million and employees additional premiums collectively of about \$180K.

As suggested, I notified all the unions of the impending changes for July 2018 in October 2017. I had a brief discussion with a person who stated she represented the teachers union and with a member of the police union asked few questions. I thought most employees were aware and understood these changes were to control costs for both employees and the municipality.

Recently, I received an email from AFSCME asking to bargain over the "savings". Our honest position continues to be there is no savings, unfortunately we all are paying more. Then came calls from other unions, (SHEA, SHELD, PD) so to save some time I asked the Executive Director Joe Shea to hold an informational meeting (April 9) with SH unions to explain the process, the changes and what the "Trust" actually is, as there is a great deal of misunderstanding on the last topic.

Many people think this is a Blue Cross/Blue Shield change not knowing that the "Trust" is an association of member towns. The Trust is the insurer and BC/BS only acts as a service agent for claims. This is important for employees to understand, as any and all costs end up being charged back to the employee and the municipality.

One does not have to go far to hear about insurance trusts on the brink of disaster (see Amherst/Pelham Trust or Berkshire County Trust). I believe the HCHIT is acting prudent, the changes would leave the plan as the envy of many and is necessary to protect the future of this employee/employer asset.

**MPIC**, I recently had the pleasure of meeting with the MPIC representatives about progress on the existing matrix and the progress on revisiting the entire plan. It is an exciting time in South Hadley when you see on paper how much progress has been made in an over so many diverse goals in eight years.

It also is a perfect time to contemplate what should continue to be part of the "Master Plan" and what should not. Having worked with and inspired by the dedication of this core group, I remain convinced we should have these individuals tethered to the process going forward. Their experience and understanding of the internal and external workings of the Town of South Hadley will serve the next plan well.

**Conservation Works**; First I would like to mention, Conservation Administrator/Associate Planner Anne Capra has severed all business ties with Conservation Works. While her connections have been extremely limited, she was finishing up some projects in other

parts of the state, she filled with the Clerk the necessary notifications in respect to that relationship. However she no longer has any professional business relationship or does she derive any residual compensation from the group.

That said the Town of South Hadley still works with Conservation Works partners Pete Westover and Dick O'Brien on a few projects. They are assisting us in the Leaping Springs project and have provided some consultancy on the Canal Park trails restoration at West Summit and Canal Street. As was mentioned prior Canal Park will be seeking a Phase II request for between \$35 and \$45K for trail improvement, poison ivy eradication, trail blazing signage and fence replacement.

Please remember to put May 12 on your calendars and if you are traveling up Canal Street, stop by and enjoy the view.

**Trash Fee**, Just a reminder the FY 2017 "Blue" sticker will be good through September 2018. The bill people are paying now for trash is for FY 18 (which ends June 30), we will send a bill out in August for the FY 19 Trash Fee and a new sticker will be issued. In the future we will bill annually in August.

This change also assists in collection process, as it will now be on the opposite of the calendar from excise tax billing and will allow us an easier way to allocate our staff time.

Thank you for your support and patience!

Respectfully submitted,

Michael J. Sullivan  
Town Administrator, South Hadley