

The Special Town Meeting was held on January 11, 2017 in the South Hadley Town Hall Auditorium, 116 Main Street, South Hadley MA.

True and attested copies of the warrants were posted by Constable, David J. Labrie in five of the towns voting precincts and mailed out electronically and through US Postal Service to town meeting members on December 27, 2016. All additional local by-law requirements were met prior to hosting this meeting.

The meeting was called to order at 6:00 pm by Town Moderator, Edward J. Ryan, Jr. There were 90 members present out of one hundred and seventeen qualified town meeting members. The body recited the Pledge of Allegiance and then greetings were read by the Moderator. Peter Gagne and Lenard Finkowski were appointed tellers for the session.

The following business was transacted:

Article 1– Improvements Canal-Bicentennial Park

MAJORITY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$97,500 for the purpose of Phase I improvements, including repairing and improving Canal-Bicentennial Park and dedicating the overlook to Ted Belsky in honor of his tireless work on behalf of the Town of South Hadley.

Article 2- Police Cruiser Replacement

MAJORITY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee and Capital Planning Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$48,000 to purchase and outfit one police cruiser to replace one vehicle as to condition or age.

Article 3-Ledges Retail Stock

MAJORITY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Golf Course Retained Earnings Fund (approximate balance \$68,332) the sum of \$8,000 to Ledges Pro Shop Supplies 686684-54840 for the purpose of replenishing stock for the start of the 2017 season.

Article 4- Public Building Repair/Maintenance

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$38,000 to Public Building Repair/Maintenance 11922-53410 to allow repair projects to continue in Town Hall and other public buildings.

Article 5- Comp Buy-Out

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$44,235 to Police Comp/Buyout 12101-51113 to address FY 17 separation and promotion buy-outs.

Article 6- Main Street Engineering

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

Majority vote by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$82,000 to have design plans professionally engineered and drawn to accompany grant applications for state and/or federal grant programs to make improvements to Main Street.

Article 7- Human Resources Advertising

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$ 1,200 to Human Resources/Advertising 11372-52237 to address unanticipated shortfall.

Article 8- Public Building PD Records Project

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

Unanimously supported by Appropriation Committee.

The Town voted to authorize a transfer from Unreserved Free Cash in the sum of \$ 1,100 to Public Building Maintenance Other Purchased Services 11922-52239 to create the cost schematic for the Police Department records retention organization project.

Article 9-T/C Internal Transfer**UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.****Unanimously supported by Appropriation Committee.**

The Town voted to authorize a transfer in the sum of \$20,000 from Public Building Postage 11922-52236 to Treasurer/Collector Professional Services 11462-52410 to clarify this use and purpose going forward.

Article 10- PEG Access Fund**UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.**

The Town voted to accept Massachusetts General Law Chapter 44 section 53D3/4 relative to accounting practices for PEG Access Funds and as further described in the warrant.

Article 11- Compensation Reserve Fund**UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.**

The Town voted to accept Massachusetts General Law Chapter 40 section 13D to allow the town to establish a fund for time-owed relative to separation or change of position of employment and as further described in the warrant.

Article 12- Collection of Taxes and Fees**UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.**

The Town voted to accept Massachusetts General Law Chapter 40 section 57 as it relates to collection taxes and other fees owed to the municipality and as further described in the warrant.

Article 13 – Motion Withdrawn**Article 14 - General By-law Recodification****UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.**

The Town voted to accept the renumbering and revision of the various bylaws of the Town from their original numbering or their numbering in the General Bylaws, as amended through May 11, 2016, to the numbering or codification, arrangement, sequence and captions and the comprehensive revisions to the text of the General Bylaws as set forth in the Final Draft of the Code of the Town of South Hadley, dated October 2016, said codification having been done under the direction of the Selectboard and Town Counsel, and said Code being a compilation and comprehensive revision of the present bylaws of the Town. All bylaws of a general and permanent nature, as amended, heretofore in force and not included in the Code shall be repealed, except that such repeal shall not affect any suit or proceeding pending as the result of an existing law, and such repeal shall not apply to or affect any bylaw, order or article heretofore adopted accepting or adopting the provisions of any statute of the Commonwealth. These bylaws shall be referred to as the "Code of the Town of South Hadley, Massachusetts."

Article 15 - Zoning By-law Recodification

Moderator declared voice vote count was a majority vote. Moderator declared that the article passed by a 2/3 majority vote.

The Town voted to accept the renumbering and revision of the Zoning Bylaw of the Town from its original numbering, as amended through May 11, 2016, to the numbering or codification, arrangement, sequence and captions and the comprehensive revisions to the text of the Zoning Bylaw as set forth in the Final Draft of the Code of the Town of South Hadley, dated October 2016, said codification of the Zoning Bylaw having been done under the direction of the Planning Board, and being a compilation and comprehensive revision of the present Zoning Bylaw, including amendments thereto. All Zoning Bylaws, as amended, heretofore in force, shall be repealed, except that such repeal shall not affect any suit or proceeding pending as the result of an existing law. The Zoning Bylaw shall be codified as Chapter 255 of the Code of the Town of South Hadley, Massachusetts.

Article 16 - Ice Cream Fingerprinting

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

The town voted to accept Massachusetts General Law Chapter 6 section 172B1/2 for the purpose of fingerprinting required to issue mobile ice cream vendor licenses.

Article 17 - Acceptance of Lawrence Ave

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

The town voted to accept Lawrence Avenue as a town way as described in the warrant and depicted in the attached Appendix A.

Article 18 - Acceptance of Apple Road

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

The Town voted to accept Apple Road as a town way and described in the warrant and depicted in Appendix B.

Article 19 - Acceptance of Stewart Street Extension

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

The Town voted to accept Stewart Street Extension as a town way and described in the warrant and as depicted in the attached Appendix C.

Article 20 - Canal Park Committee

UNANIMOUSLY VOTED BY VOICE VOTE: Control sheet attached.

The Town voted to will strike the language from Section 412.1 as stated; *412.1 Duties, The Canal Park Committee shall ensure the maintenance and safety of the Bicentennial Canal Park as well as report to the Selectboard on the maintenance and safety of the Gatehouse and Riverfront Parks. The Committee shall also document and publicize the historical importance of the South Hadley Canal and shall advocate for the protection of the entire remains of the old canal and gatehouses and develop the site's potential to attract residents and tourists to these areas.* and replace as follows 412.1 with; *412.1 Duties, The Canal Park Committee will:*

- *Monitor the maintenance and safety of the Bicentennial Canal Park and periodically report conditions as such to the Selectboard.*
- *Document and publicize the historical importance of the South Hadley Canal.*
- *Advocate for the protection, conservation, and preservation of the remains of the old canal bed, locks, and gatehouses along its entire length.*
- *Develop the park's potential as a recreational and significantly unique educational attraction for residents and visitors.*

If applicable this change will be incorporated appropriately into any re-codification which may have been considered at the Special Town Meeting, or take any other action relative thereto.

Article 21 - Plastic Bag Ban

Motion Defeated: Control sheet attached.

The Town did not vote to accept a General By-law to ban the use of plastic bags in certain categories and situations beginning July 1, 2018, this acceptance includes common retail plastic bags with die-cut handles, it does not include bio-degradable bags, re-usable bags, small item bags (i.e. newspaper, small item bags, thin film bags for raw fish, meat poultry etc.), or take any other action relative thereto. (see Appendix "D")

Article 22 - Library Integration

MAJORITY VOTED BY STANDING COUNT: Control sheet attached.

The Town voted to endorse the Gaylord Library Memorandum of Understanding and authorize the Town Moderator to sign on behalf of Town Meeting, or take any other action relative thereto. (see Appendix "E")

The Moderator announced the business portion of the meeting was closed.

Motion to adjourned meeting was at 9:34 P.M.

A TRUE COPY ATTEST:

Carlene C. Hamlin

Carlene C. Hamlin, Town Clerk

Appendix C:



Appendix D:

Appendix "D"

Plastic Bag Ban Detail

I. SCOPE: The Town of South Hadley hereby finds that the reduction in the use of disposable checkout bags by retail establishments in the Town is a public purpose that protects the environment, advances solid waste reduction, reduces greenhouse gas emissions, and protects waterways. The Town seeks to reduce the number of plastic bags that are being used, discarded and littered, and to promote the use of reusable checkout bags by retail establishments located in the Town.

A. DEFINITIONS:

ASTM: A testing standard developed by the American Society for Testing and Materials.

BIODEGRADABLE PACKAGING: Packaging, other than plastic or Styrofoam, which composts into beneficial breakdown components.

COMPOSTABLE PACKAGING: Packing that is made of material that conforms to the current American Society for Testing and Materials International D6400 for compostability.

MERCHANDISE: Products that are purchased in the retail establishments.

RECYCLABLE: Material that can be sorted, cleansed, and reconstituted using available recycling collection programs for the purpose of using the altered form in the manufacture of new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste.

RETAIL ESTABLISHMENT: All sales outlets, stores, shops, restaurants, markets, supermarkets, clubs or other places of business located within the Town of South Hadley which sell or convey merchandise directly to the ultimate consumer.

RETAIL FOOD ESTABLISHMENT: All sales outlets, stores, shops restaurants, markets, supermarkets, clubs or other place of business which sell, serve or convey foods directly to the ultimate consumer. This definition shall include but is not limited to any place where food is prepared, mixed, cooked, baked, smoked, preserved, bottled, packaged, handled, stored, manufactured, sold or offered to the public; similar places in which food or drink is prepared for sale or service on the premises or elsewhere; and any other establishment or operation, including in-home caterers, where food is processed, prepared, stored, served or provided for the public, regardless of whether there is a charge for the food.

RETAIL SERVICE ESTABLISHMENT: All places of business located within the Town of South Hadley where a service, specialized or professional work is offered to the public, regardless of whether there is a charge for the service.

B. BAG DEFINITIONS:**BIODEGRADABLE BAGS:**

- (1) Bags that contain no polymers derived from fossil fuels; and
- (2) Are intended for single use and will decompose in a natural setting to an environmentally beneficial material at a rate comparable to other biodegradable materials such as paper, leaves, and food waste.

COMPOSTABLE PLASTIC BAGS:

- (1) Plastic bags that conform to the current American Society for Testing and Materials International D6400 for compostability.
- (2) Are certified and labeled as meeting the ASTM D6400 standard specification by a recognized verification entity; and
- (3) Conform to any other standards deemed acceptable by this section.

REUSABLE BAGS:

- (1) Bags that have a thickness greater than 4.0 mils and are specifically designed for multiple use and are made of thick recyclable plastic, cloth, fabric or other durable materials that do not decompose into harmful chemical components. A reusable bag may be recyclable or compostable and is specifically designed and manufactured for multiple reuse.

THIN-FILM SINGLE-USE PLASTIC BAGS:

- (1) Bags with a thickness of 4.0 mils or less and which are intended for single-use transport of purchased products.

II. REGULATION: No retail establishment, retail food establishment, or retail service establishment as defined in **Section A. Definitions**, shall sell or convey merchandise to ultimate consumers in said establishments and shall only use such bags that are:

- (1) Reusable bags; or
- (2) Biodegradable bags; or
- (3) Compostable plastic bags

III. EXEMPTIONS: This regulation shall not apply to the following

- (1) Thin-film plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, wet items and other similar merchandise, typically without handles;
- (2) Any flexible transparent covering for uncooked or raw meat, poultry, raw fish, hard cheese, cold cuts, fruit, and vegetable products, baked goods or bread;

IV. ENFORCEMENT: For purposes of this section, if a violation of any section of this regulation

has occurred the Health Department, and/or its designee and/or the DPW, Solid Waste Division, and/or its designee shall issue the following penalties;

V. PENALTIES: Shall be paid to the Town Clerk's Office within 21 days, nonpayment of such fines may be enforced through non-criminal disposition as provided in M.G.L. c. 40, s. 21D.

- (1) \$100 for the first offense
- (2) \$200 for the second offense
- (3) \$300 for the third and subsequent offenses

VI. HARDSHIP DEFERMENT:

- (1) Upon written application, the enforcing designee may defer application of any section of this regulation for a six (6) month period after the effective date, upon showing any of the following hardships;
 - (a) Compliance with any section of this regulation would cause significant economic difficulty;
 - (b) There is no readily available compliant substitute.
- (2) Any entity granted a deferment must reapply prior to the end of the six (6) month exemption period and demonstrate continued undue hardship if it wishes to have the deferment extended. Deferments may only be granted in intervals not to exceed six (6) months.
- (3) A deferment granted in accordance with this section may be extended for no more than two (2) six (6) month periods, upon written request to the enforcing designee at least two (2) months prior to the expiration of the prior deferment period and upon a showing that the circumstances justifying the deferment continue to exist.
- (4) A deferment application shall include all information necessary for the enforcing designee to make its decision, including, but not limited to, documentation showing the factual support for the claimed deferment period and upon a showing that the circumstances justifying the deferment continue to exist.
- (5) The enforcing designee may approve the deferment application, in whole or part, with or without conditions that it deems necessary to protect the environment and public health and further the interests of this regulation.
- (6) Deferment decisions are effective immediately and final.

VII. EFFECTIVE DATE: This chapter shall take effect on July 1, 2018

VIII. SEVERABILITY: If any provision of these regulations is declared invalid or unenforceable, the other provisions shall not be affected thereby but shall continue in full force and effect.

Sdh/052516

Appendix E:*Appendix E***Memorandum of Understanding****Gaylord Memorial Library Trustees and the Town of South Hadley****Effective July 1, 2017**

This memorandum is intended to allow the above parties to use their available resources to provide library access and programming to the public, delineate responsibilities, protect the ownership rights, and to respect each party's duties and responsibilities to its various constituencies. This agreement is intended by both parties to comply with all laws and regulations set forth at the local, state or federal level. Furthermore, this MOU is intended to encourage an eventual final merger of both systems and should be used as planning tool to that end.

To validate this agreement, the Gaylord Memorial Library Trustees, the South Hadley Public Library Trustees, the South Hadley Selectboard and South Hadley Town Meeting must review and vote to authorize this MOU.

The South Hadley Public Library Director will oversee and direct all day to day activities at the Gaylord Memorial Library related to this agreement, within the construct and compliant with all policies, acts and by-laws of the Town of South Hadley. The South Hadley Library Director will have the right to change programming, adjust hours, staffing levels, and schedules and otherwise manage the activities to benefit the library services as a whole to the community. The Director must in writing notify both the South Hadley Public Library Trustees and the Gaylord Memorial Library Trustees thirty days in advance of substantial changes (i.e. adding or reducing a day to the Gaylord Memorial Library schedule permanently, introducing or cancelling a service, etc.). Said changes would not necessarily require approval, but the Director should seek support of all parties.

The Gaylord Memorial Library Trustees will retain ownership of the building, including and related to furniture/equipment, collections, to include but not limited to books, artwork, archival documents and any other articles of value which are part of article of inventory submitted by the Gaylord Memorial Library Trustees prior to exercising this MOU and represented as Appendix "A" (attached when available). The inventory will be on loan to the operation of the integrated system. The inventory will be insured and created by the Gaylord Memorial Library Trustees, with aforesaid Gaylord Memorial Library Trustees named as the insured party and the recipients of any proceeds in the event of a loss.

The Town of South Hadley, through the South Hadley Public Library Trustees, will commit to protect, manage and maintain the collection, less change in condition due to reasonable and normal use. All fines and fees assessed and/or collected will be considered revenue of the Town of South Hadley and will be appropriated according to law and/or policy of the Town of

South Hadley. The South Hadley Public Library Trustees will employ and direct staff to use reasonable best practices in protecting and maintaining the collection. The Gaylord Memorial Library Trustees will have the right to remove any item(s) from the loaned collection (as articulated in Appendix "A") by providing written notice to the South Hadley Public Library Director, signed by the Gaylord Memorial Board Chair and presented by hand to the South Hadley Public Library Director. The Director will remove the item(s) as soon as possible from circulation or use and proceed to secure the item(s) properly or deliver as instructed by the letter. Any cost associated with removal or storage will be the responsibility of the Gaylord Memorial Library.

The Gaylord Memorial Library building will remain an exception to the above provision. The building will remain in the care and custody of the Gaylord Memorial Library Trustees. The Town of South Hadley cannot and does not accept any responsibility for the structural or system defects (i.e. accessibility, HVAC, wiring, required safety devices). The Town of South Hadley will not invest in the short or long term preservation of the building under this agreement. No public funds will be expended to enhance or improve a privately held property, except where allowed by law or legally provided by grant revenues.

The Town of South Hadley will provide funds, as approved by Town Meeting for fuels (heat, hot water), utilities (water, electricity, internet, telephone and sewer) and sufficient funds to contract or otherwise facilitate normal operational, light maintenance services, and scheduled cleaning of the building. These services will be overseen and directed by the South Hadley Public Library Director.

The property surrounding the library and owned by the town (as per Hampshire County recorded deed) will be included in the contracted service or otherwise be the responsibility of the Town of South Hadley to reasonably maintain. This should include snow removal from walkways, drives and parking areas, maintenance of grass area and existing landscaping in accordance with best practices and available resources. If at any time the property surrounding the library is determined not to be owned by the Town or gifted or otherwise conveyed to the Gaylord Memorial Library or other entity by Town Meeting by proper vote and record, the Town will cease to offer maintenance of the property surrounding the library and presently delineated as "town property" in the Town of South Hadley Assessor's files and in the Hampshire County Register of Deeds. The exterior property maintenance will then become a responsibility of the Gaylord Memorial Library including any associated costs.

The present Gaylord Memorial Library employees will be encouraged to apply for positions posted by the Town of South Hadley which will as appropriate reflect the duties and responsibilities needed to operate Gaylord Memorial Library under this agreement. The Town of South Hadley is an equal opportunity employer and has adopted a hiring and recruitment policy which is designed to acquire the most qualified staffing available in a transparent and open process. If the Town of South Hadley chooses it may seek to use a temporary service when sensible and economical. All hires will be considered "new hires." They will be afforded

all benefits which are applicable and will be appointed in accordance with South Hadley Acts of 2012, South Hadley Personnel Policy Manual (available on-line Human Resources page) or related properly voted municipal policies. There will be no carry over of benefits, longevity or seniority if present employees are determined as best candidates and offered employment. These positions will be considered "permanent" and will be part of a collective bargaining agreement and approval by AFSCME Clerical Unit A/B.

The Gaylord Memorial Library Trustees may exercise their right to withdraw from this agreement by notifying the Town Administrator of said intent by April 1 of a given year, or sooner. If the Gaylord Memorial Library Trustees exercise this right, the relationship between the parties will be dissolved on the next June 30 following notification. The South Hadley Public Library will retrieve any material, collections, equipment or other assets of the Town of South Hadley and no further expressed commitment relationally or financially from this agreement will exist.

If the Town wishes to terminate the relationship it will do so by a vote of Annual Town Meeting. If said vote is taken, the Gaylord Library Trustee Chair will be noticed of the action within ten days of the vote and the relationship will be terminated at the end of the fiscal year. Example: if a vote of Town Meeting were taken to dissolve this agreement on the May 10, 2017 Annual Town Meeting the Town of South Hadley would cease to support or be part of this agreement on June 30, 2017. Prior to any such vote, the Chair of the Gaylord Library would be sent a letter notifying him/her that such an article has been made part of the Town Meeting Warrant as soon as it has been presented to the Selectboard. As previous stated, if a separation were to occur, the Town of South Hadley Public Library under the instruction and direction of the Library Director would remove any of its material, collections, equipment, or other such assets. Furthermore, the financial commitment described in this agreement would end.

Any installation of equipment, alterations or modifications which would require change to the interior or exterior of the Gaylord Memorial Library must be by mutual consent. Alterations must be proposed or sought by the South Hadley Public Library Trustees or its assigned agent (Library Director, Selectboard, Administration) in writing and must be agreed upon or rejected by the Gaylord Memorial Library Trustees and an approval/denial must be delivered in writing to the South Hadley Public Library Trustees within sixty days of said request.

The Gaylord Memorial Library Trustees may be granted access during any non-programmed hours, for purposes they deem appropriate and necessary for their use, including public events. The Gaylord Memorial Library will be responsible for all equipment or content inventory during these events. Any damage caused to inventory or equipment or repair or replacement costs arising would be the responsibility of the Gaylord Memorial Library Trustees. The Gaylord Memorial Library Trustees will inform the Library Director of such plans as a professional courtesy seven days prior or earlier if possible. South Hadley Public Library employees will not be called upon or directed by The Gaylord Memorial Library Trustees to facilitate or participate in any activity without consent from the South Hadley Public Library Director.

This memorandum of understanding does not imply or attempt to circumvent or ignore any existing federal, state or local laws or statutes. It is solely intended to create a vehicle to improve the free public library service to the citizens of South Hadley and utilize all assets to do so. Any costs or expenditures intended or suggested by this agreement, as are all municipal expenditures or appropriations, are subject to approval by Town Meeting. This agreement does not intend to infringe on that legal responsibility, or bind the Town of South Hadley beyond any of its legal power to enter into such an agreement.

Parties below are signing this memorandum on behalf of the body they represent after all appropriate votes required by said body have been taken and recorded

President Gaylord Memorial Library
Barbara Erwin

President South Hadley Public Library
Mitchell Resnick

South Hadley Selectboard Chair
John Hine

Town Meeting
Town Moderator Edward Ryan