

**SELECTBOARD MEETING  
TUESDAY, MAY 17, 2016  
SELECTBOARD MEETING ROOM – 7 P.M.  
MINUTES**

Present were Members: Chair John R. Hine, Vice Chair Sarah Etelman, Clerk Bruce C. Forcier, Ira J. Brezinsky and Francis J. DeToma; Town Administrator Michael J. Sullivan.

Chair Hine called the meeting to order at 7:02 p.m. noting that all members were present.

**1. APPROVAL OF MINUTES**

**SB Member Brezinsky moved to approve the minutes of May 3, 2016, both regular and Executive Session. SB Member Etelman seconded. The motion passed 4:0 with one abstention (SB Member DeToma).**

**2. ANNOUNCEMENTS**

For those folks interested in starting a business, Mount Holyoke College in conjunction with the South Hadley/Granby Chamber of Commerce will host a workshop for prospective entrepreneurs Wednesday, May 25, 2016 at 7 p.m. in the Gamble auditorium at Mount Holyoke College, SB Member DeToma announced. Interested individuals can register at [www.mtholyoke.edu/go/entre](http://www.mtholyoke.edu/go/entre). Members of the South Hadley community are most welcome to attend.

This afternoon at the high school cable studio, representatives of Water Districts 1 and 2 gave a brief informational presentation about water quality in South Hadley, Mr. DeToma continued. There is a lot of interest in local water quality as it has become a national concern. Educational videos about the quality of South Hadley’s water produced by the two districts are something residents might find useful, he suggested.

SB Member Forcier reminded residents that Friday night cruise nights at Buttery Brook Park will begin this Friday, May 20<sup>th</sup> from 5:30 p.m. ’til dusk. Also at Buttery Brook Park this Saturday, the Bike/Walk Committee will host a bike safety rodeo from 1 to 4 p.m. with a bicycle safety check and safety cone obstacle course.

The Memorial Day Parade will proceed from South Hadley High School at 11 a.m. on Monday followed by a ceremony at Town Hall at noon. Formation is at the high school immediately prior to the parade.

SB Member Etelman echoed the Town Administrator’s thanks to Town Meeting members for being so well-prepared for last week’s Annual Town Meeting and making it such a well-run and efficient meeting.

Mr. Sullivan informed the audience that South Hadley will be represented at an event June 23<sup>rd</sup> hosted by the Economic Development Council of Western Massachusetts at the Mass Mutual Center. The topic will primarily be 27 Gaylord Street. It will be the first time a South Hadley development project has been showcased at the annual conference and is an opportunity for developers from other areas to come in and hear about local development opportunities. In related news, town officials are very excited about the prospect of local developers owning Woodlawn Plaza. Everybody is happy to have Mr. Yee, Mr. Picknelly and Mr. Falcone owning the space; it removes one barrier to its re-use, he shared.

The transfer was featured in an article in BusinessWest today, Chair Hine added.

Chair Hine asked if anyone wished to address the Selectboard under open forum. No one responded.

**3. CONSENT AGENDA**

**A. ONE DAY BEER AND WINE LICENSE REQUEST:**

- **Katharine Bedard, MHC Class of 1981 Reunion – May 21, 2016 – Kidder Hall, All Saints Episcopal Church, 7 Woodbridge Street**

**Ms. Etelman moved to approve the consent agenda. Mr. Forcier seconded. The motion passed unanimously 5:0.**

#### **4. SUMMER SCHEDULE**

There was some discussion at the last meeting of paring down the meeting schedule in July. Specifically, since the first week of July includes the July 4<sup>th</sup> weekend, it was discussed that the Selectboard would not meet that week but would meet the following week - July 12<sup>th</sup> – and have just one July meeting. The June 21<sup>st</sup> meeting will be a joint meeting with the Planning Board to discuss two topics – the Master Plan implementation process and re-evaluation of major Master Plan goals and a presentation by the Redevelopment Authority. The Planning Board chair has agreed to that date. The Selectboard will meet August 2<sup>nd</sup> and 16<sup>th</sup> as scheduled. Members indicated agreement.

#### **5. POLICE CHIEF INTERIM APPOINTMENT**

As stated in his report, the police chief is retiring sooner than expected, as of July 1<sup>st</sup>, Mr. Sullivan related. It is his intent to appoint Lieutenant Steven Parentela as the interim chief. The town will begin a search in July for a permanent chief and he hopes to have a candidate for appointment before the Selectboard in September. He will use the same process as is in place for all appointments; a hiring committee will recommend top candidates for a second interview with him. SB Member DeToma asked how far the search would extend, and Mr. Sullivan said he is just looking for the best candidate; he will advertise in MMA and local newspapers. The interim appointment will be effective July 1<sup>st</sup>. Lieutenant Parentela is now serving as acting chief while the chief is out.

**Mr. Brezinsky moved that the Selectboard ratify the Town Administrator’s appointment of Lieutenant Parentela as interim chief. Mr. DeToma seconded. The motion carried 5:0.** (Mr. Sullivan mentioned that the process is different than in the past since the Police Chief is now a Town Administrator appointment with the approval of the Selectboard.)

#### **6. GRIEVANCE HEARING, LEVEL III, AFSCME LOCAL 1033 DPW**

Chair Hine opened the grievance hearing. Nadine Kennedy presented the grievance on behalf of AFSCME 93. She thanked the Selectboard for taking the time to hear the grievance and expressed her understanding that members had received a packet of supporting information.

She referred to the union’s request for a hearing and drew attention to the contract provision concerning seniority and new hires. Paragraph five of Article 10 states that “newly-hired employees shall be assigned to the lowest job classifications available.” The two new hires were hired as Grade 11, she related. The union’s objection is to how the posting was done. Going by the personnel policy, which was provided to her by the Town Administrator, page 10 calls for the town to post notices of vacant positions in “prominent work locations.” Town Hall and the internet are not work locations, she asserted. The posting was done incorrectly in that it was not posted internally for five days.

Ms. Kennedy referred to attachments to the union’s grievance request; i.e. - copies of past job postings that were done correctly. The postings include rate of pay, hours of work and direct supervisor. These are on all past postings, she stressed. None of the current DPW employees had the opportunity to look at the new positions before they were filled. Also, Article 1 RECOGNITION lists job titles. The title one new employee is holding is not in that list of titles, so the posting was incorrect for that reason as well, she claimed.

She referred to Article 38, WAGES, a section of the contract included for the Selectboard’s reference. Under C. Hoisting License, it states that employees in Grade 10 who obtain a hoisting license will be compensated at the Grade 11 rate. The new employee does not have a hoisting license so he is improperly graded, she maintained. That provision of the contract has also been violated.

What does the union want? she asked rhetorically. To start all over again. It wasn’t done correctly according to the Personnel Policy, and it wasn’t done correctly according to the contract. The union wants the two positions reposted internally for five days in accordance with the contract and in accordance with the personnel policy listing the hours and rate of pay to give employees a chance to apply for the jobs. “That’s all we’re asking for,” she stressed. Do it again in accordance with the contract and in accordance with the town’s personnel policy, she requested.

**TOWN RESPONSE**

The version of the grievance before them is different from the version received by the town at the first step, Meghan Sullivan observed. It seems to have morphed over the course of the grievance process. The collective bargaining agreement is very clear that a Step 1 grievance has to set forth the issue with some specificity, she commented.

If, as stated, the position title is not in the recognition article, the request before them is regarding a position that is not in the bargaining unit, Attorney Sullivan continued. If this is one of the issues, this is the first time she is hearing it, she advised. That is a completely different issue, she asserted.

The town's position as far as the application of the personnel policy is that, in fact, it was not violated. The very ancient examples presented in the packet have dates on them that reflect bargaining agreements that have been renegotiated several times. The postings are also representative of an application process that was in place prior to the institution of the personnel policy. Since the personnel policy has been in place, members of the bargaining unit have in fact applied for positions that were posted according to the same process followed in this case. They have applied pursuant to the current process and been selected, she advised.

We are talking about one of the lowest paid positions in the bargaining unit, she stressed. The practice has been that, in these entry-level positions, individuals have been given the opportunity to obtain the hoisting license in order to be a long-term candidate in the position. Where the hoisting license is mentioned, there are other examples of individuals who have been given the opportunity to obtain the license.

What isn't being expressly stated is the intent of the union to essentially terminate an employee, Attorney Sullivan noted. The request of the union is to terminate a current employee of the Town of South Hadley based on reasoning that seems to morph in progressive stages. Not once in the three-step grievance process has the union come forward and stated that a member of the bargaining unit believes that, had it been handled differently, he/she would have had the opportunity to seek and would have been awarded the position. We are here on the basis of a philosophical concept, she contended. The consequence of this request is that the town terminates a current employee when there is no bargaining unit member who has stepped forward to say that he/she lost out on an opportunity due to what appears to be this mistake, she reiterated.

The collective bargaining agreement contemplates a three-step process; Step 1 is between the bargaining unit and the DPW Superintendent and is required to identify the contract clause alleged to have been violated and the remedy sought. Step 1 did not contain that detail and the requested remedy was to have a conversation with union representatives. Step 2 goes before the Town Administrator, and there was a conversation between Mr. Sullivan and Ms. Kennedy. Step 3 is before the Selectboard; the Selectboard has the option to afford the union the opportunity for a hearing or not.

There is a specified timeline by which the town needs to respond to the union's grievance, she continued. Pursuant to collective bargaining agreement procedures, the process would typically allow the union to move to arbitration.

There is no dispute that she and the Town Administrator had a conversation but at no point were they asked to come to a hearing, Ms. Kennedy replied. They had a phone conversation, then the union received a denial of the grievance which called their attention to the personnel policy, which is why they are bringing it up here, she clarified.

The personnel policy does not say that posting needs to be done internally but states that advertising will be sufficient, Mr. Sullivan maintained. The policy states that the town will post notices of vacant positions for five (5) business days in prominent work locations . . . There is nothing in the collective bargaining agreement that mentions posting. He disagreed with Ms. Kennedy that the website is not available to all employees and that it is not a public place. The policy does not say this five day period has to be separate or before or internal or external, he added.

With all due respect, there is no DPW employee that works on the internet, Ms. Kennedy responded. The personnel policy says "work location." If the positions were properly posted and there was internal interest in the positions then other vacancies would open up because some employees would move, leaving vacancies for other candidates. The new employee is a member of the bargaining unit albeit not properly classified, she asserted. She reiterated her request for a "simple fix." Just do it over again; post it, she urged.

Mr. Hine asked Ms. Kennedy to address Attorney Sullivan's comment that the grievance changed between Level 1 and Level 2.

Ms. Kennedy acknowledged that it changed; very often, Level 1 is treated informally as a conversation between the supervisor and the union, she explained. There was no change between Level 2 and Level 3.

The heart of this grievance is a belief on the part of the union that specific language must be interpreted with specificity, but when presented with specific contract language, it does not seem that contract terms are expected to apply equally to both parties, Attorney Sullivan observed. Step 1 is not somewhat informal; it is very specific, and Step 2 does not require a hearing as has been suggested but says that there may be a meeting to discuss the grievance.

The bargaining unit position at issue is practically the lowest level of all of the positions, she reasoned. Without identifying someone who wants to take a cut in pay and demotion of responsibilities, this is a philosophical discussion that ignores the fact that even the union president in the past has applied for a position when the town has followed the exact same posting procedure. The town has not deviated from its practice, she insisted.

**DPW employee Ed Beattie, President of Local 1033**, said he did respond to a job posting but that the posting was at the time clock at the Highway Department. He signed his name to it and got the position. He did benefit from it and knew that it was available, but it was by the time clock as it has been for the past 20 years, he claimed.

It wasn't the Town Administrator or human resources that put it there, Attorney Sullivan responded.

Chair Hine sought clarification as to whether the position is part of the union or not.

Attorney Sullivan said her previous comments were intended to point out the frivolity and disingenuousness of the assertion that the title is not included in the collective bargaining agreement. She said she doesn't think there is any dispute by the town that the position is performing bargaining unit work and should be a dues-paying part of the union. If the union is going to come forth and say that the position is not part of the bargaining unit, what right does it have to say that the town is in violation of the contract? She asked. [Such an assertion] undermines the assertion about a contract violation, she pointed out.

Mr. Sullivan expressed his opinion that the objection strips management of its right to assign duties within a department. He believes this is a management right, he affirmed.

Mr. Brezinsky asked if there are any employees at the DPW working at Grade 11 or below.

There is one Grade 10 employee at the Waste Water Treatment Plant (WWTP), DPW Superintendent Jim Reidy said.

Management made the new position more flexible, Mr. Reidy elaborated. Any existing employee moving into this position would not gain pay; if any employee wants that change to this more flexible position; let's do it tonight, he urged. The position works in different areas. If there are people in the union that want to apply for this position, we don't have to go back to square one; let's do it tonight, he reiterated. We want people to be more flexible, he stressed.

The violation wasn't spelled out right away, he confirmed.

SB Member Brezinsky repeated his question of whether anyone in the department is below Grade 11.

The individual holding the Grade 10 position does not have the same qualifications as the individual holding Grade 11, namely a CDL license, Attorney Sullivan said. He has been given an opportunity to get a CDL and has not done so yet. The individual in the new position came to the town with a CDL license and has been given the opportunity to get a hoisting license. When she says there isn't anybody she means there isn't anyone who has the same qualifications with a lower rate of pay. Someone with fewer qualifications is in fact employed, she clarified.

The union agent neglected to mention that the last sentence of Article 38 Section C states, "This shall not preclude the employer from taking other appropriate action depending upon the circumstances," Mr. Sullivan interjected. Town officials feel this is a management right. They are not in the business of paying people more than they have to. There is additional language that allows them to make that decision, he contended.

Regarding Mr. Sullivan and Mr. Reidy's comments about DPW workers' flexibility being limited, changes in the terms and conditions of employment are a mandatory topic of bargaining under M.G.L. Ch. 150E, Ms. Kennedy asserted. We're always happy to have that conversation, but the town is obligated to bargain regarding terms and conditions of employment, she stressed. She also heard managers citing that they have been doing this for the past few years indicating a past practice. In this case, the personnel policy and the contract are not silent and ambiguous, she noted.

Town officials clearly stated at bargaining some months ago that they had made changes to the workplace policy and to the personnel policy, Mr. Sullivan reminded. No one asked for clarification; they signed the documents.

The flexibility of this position was in fact negotiated and expressly identified during contract negotiations, Attorney Sullivan maintained.

Chair Hine sought to clarify the consequences of Selectboard action to either uphold or deny the grievance. If the board upholds the grievance, the employee that has been hired would need to be terminated, Attorney Sullivan confirmed.

If the Selectboard was to uphold the grievance on the union's assertions about words such as "internal" that don't exist in the contract and accept the union's assertion that notices must be printed out on paper and displayed at each work location, the philosophy is such that it would be accepting the union's interpretation of words that aren't expressly identified anywhere, she suggested. For the future, this would mean that the application of the personnel policy would effectively have to change, she advised.

She said she was not sure how the individual could technically remain in the town's employment if he were told that his position was being reposted because the posting was invalid. However, she said she would be surprised if Mr. Reidy and Mr. Sullivan didn't wait to see if a new posting resulted in a different outcome [before terminating the new employee]. The policies were raised during the negotiation process and the policies have been followed, she concluded.

Chair Hine expressed his understanding that if the Selectboard was to deny the grievance, management is open to providing the opportunity for a more flexible type of job to current employees who are interested.

Attorney Sullivan confirmed that, if at any point in the process an individual had been identified that was interested, it would have been taken into consideration.

**DPW Parks employee Leo Duchesne** informed Selectboard members that he asked about the open position but was told that it was a replacement for two open positions in the Parks Department. Since he thought this meant that it was essentially the same job he already had, he did not apply. However, when the posting was put out and he saw it on the internet, it turned out to be a different position in that it was a different grade and reported to a different supervisor. Referring to the text of the posting for the new position, he stated that, "It's every job in the DPW. The contention that this is the lowest paying job and the lowest responsibility job; this doesn't bear that out," he proclaimed.

Mr. Sullivan pointed out that Mr. Duchesne saw the posting on the internet.

Mr. Brezinsky asked Mr. Duchesne where he heard that the position was a replacement for two Park employees.

Mr. Duchesne said he discussed it with Mr. Reidy.

There may have been miscommunication, Mr. Reidy acknowledged. He repeated his willingness to change any employee's job description to the new version.

**Chair Hine closed the hearing.**

The options tonight are to uphold the grievance, deny the grievance or take it under advisement and discuss it at a later date, Chair Hine clarified.

SB Member DeToma said he would move to take it under advisement. It is a complex issue and he would like to have more time to review it. SB Member Brezinsky agreed. Delaying a decision until the next meeting should have no impact whatsoever on operations, he noted.

**Mr. DeToma moved to table a decision for discussion at the next meeting. Mr. Brezinsky seconded.** A Step III grievance response is due 30 days after the hearing, Attorney Sullivan advised. **The motion passed unanimously 5:0.**

**7. DANGEROUS DOG HEARING**

Chair Hine opened the hearing. Mr. Sullivan read a letter from Health Director Sharon Hart and Animal Control Officer Shawn O'Brien notifying dog owner April Marion of a Dangerous Dog Hearing on May 17, 2016 at 7 p.m. Chair Hine asked anyone giving testimony to rise and administered an oath to April Marion and Shawn O'Brien.

Two Saint Bernards are housed at the property on 11 Silver Street, Mr. O'Brien related. He has had multiple issues with the dogs as they at one point bit a jogger and at multiple other points got loose and chased the mail handler down the street. He and police officers have talked to the owners multiple times and asked them to address the issue and advised them that if incidents continued there would be a dangerous dog hearing. The recommendations of the Dangerous Dog Act are that dogs be restrained to the property and that any time dogs are off the property they should be muzzled and on a leash and that homeowners have a policy providing \$100,000 in coverage in case the dogs bite somebody. There are three known incidents. The postmaster stated that mail handlers have had multiple incidents but he didn't have the exact number. His recommendation is that the dogs be secured on the property within a solid fence and that anytime they are removed from the property they be muzzled and on a leash no longer than three feet, that the homeowner have a policy with \$100,000 coverage and that the dogs be identified with pictures and microchips. There are many incidences of dogs being able to get through electric fences and that is why a solid fence is required, he explained.

Members asked questions and offered comments.

The recommendations come from the Nuisance Dog Act, M.G.L. Ch. 140, Section 157, Mr. O'Brien said. There are more extreme precautions that could be taken but he tried to go with what he thought would be reasonable in the situation. The mail handler has had two incidents with the dogs and does not want to even go on the street anymore because of them. The dog went up the street two or three houses to get to her.

**April Marion of 11 Silver Street** said the dogs are a five-year-old female Saint Bernard and one of her sons. They are large, she acknowledged. When they were smaller she used to walk them together. In one incident, the jogger ran really close to her. Her dogs were startled and the female "kind of gave him a little warning." She thought she was more scared than anything. Since then, she no longer walks the dogs together; she walks them separately and makes sure that she moves out of the way of people. There have been no further incidents.

In the incident with the mail carrier, the back door was broken and the puppy got out the door. She feels horrible that he scared her, Mrs. Marion said. He didn't bite her or inflict any wounds. She said she didn't think he was trying to hurt her; she thinks he got excited. He has never bitten anybody, she stressed. She no longer lets them out of the yard alone; they only leave the property one at a time on a leash with her or her husband. They also have a kennel in the backyard which the dogs can't get out of. They are family dogs and she feels that the issue is now under control. She doesn't think the dogs need to be muzzled when they go for walks. As far as the homeowner's policy, she agreed this requirement is fair. The dogs are registered and licensed and up to date with their shots. She doesn't want them labeled as "dangerous dogs." She would request that they not be labeled as vicious and that they not have to wear a muzzle when off the property, she concluded.

Chair Hine asked if Mrs. Marion disputed that her dog bit the individual several times, and Mrs. Marion said she did not see her dog bite the person. She had control of her dog the entire time and he was on a short leash, so if the dog bit the jogger he was really, really close to her. When asked if she disputed the incident with the postal worker, she said she did not see her dog attack her or bite her. She did see the dog bark at the mail carrier.

SB Member Etelman asked if the muzzling order ever gets lifted.

It is a permanent order, Mr. O'Brien said. The Selectboard has the ability to pick and choose recommendations but, once in place, orders have to be followed and the owners can't ask that they be revisited. The next step is to file for seizure and euthanizing the dogs, which he is trying to avoid, he stressed.

SB Member Etelman noted that the first complaint was made in August of 2015 and the most recent in April.

Mr. Brezinsky referred to a report from South Hadley Adult Medicine in connection with the biting incident. Mr. O'Brien explained that state law requires that animal bites resulting in a visit to a doctor be reported to the Board of Health and that the animal be quarantined.

In response to a question from Mr. Brezinsky, Mrs. Marion repeated that she did not see her dog bite the person. The animal control officer came to her house and the dog was quarantined, she acknowledged.

They have a chain link fence which the dogs do not get out of and the dogs are walked on a leash from the back door to the kennel, Mrs. Marion said. Mr. Brezinsky asked if she uses any restraints other than a leash when walking the dogs, and she said she recently started using a choke collar with metal prongs which makes the dogs much easier to control.

SB Member DeToma asked if there were any incidents where she lost control of one of the dogs while walking them independently, and Mrs. Marion said no. He asked if there is a necessity to take the dogs off the property for a walk.

Mrs. Marion shared her opinion that walking them serves to train them so that they're not threatened by passersby. She also thinks it's good for them to get exercise and get out, she added.

SB Member DeToma pointed out that if it happens again the penalty will increase to an uncomfortable level. He asked why she objected to muzzling the dogs since it is insurance against going to that level.

It is very uncomfortable for them, she said.

Mr. O'Brien said there is such a thing as a basket muzzle that allows dogs to breathe freely and drink water while wearing it.

Chair Hine asked how the incidents where the dog chased the postal carrier happened if the dogs are walked on a leash to the kennel.

When Ziggy was younger she used to keep him with her outside of the fenced enclosure, but now, since April 4<sup>th</sup>, she no longer does this, Mrs. Marion assured.

The existing fence is a solid fence, Mr. O'Brien confirmed. He said he would love to see the fencing extend to the back door. He responded to an incident where the dog chased the postal carrier and the dog had broken down the back door. He would like to see the fencing extend to the house so if something does break the dogs can't get out.

Chair Hine echoed Mr. DeToma's question as to why Mrs. Marion wouldn't do the things being suggested since a subsequent incident could result in an order to euthanize the animal.

Mr. Marion asked to speak but Chair Hine said he couldn't take testimony from someone who had not been sworn in.

Mrs. Marion said she does want to make sure nothing happens again so she will follow whatever recommendations are made.

In response to a question about the requirement that the dogs be confined to a fenced area, Mr. O'Brien confirmed that the only new condition would be additional fencing to the back door. Mrs. Marion said she is comfortable with this.

The only issue of concern seems to be the muzzle, SB Member DeToma commented.

**Chair Hine closed the hearing.**

SB Member Brezinsky expressed his understanding that both parties are in agreement as to the solution.

**SB Member Brezinsky moved to accept the recommendations of the Animal Control Officer with the added provision that fencing be added between the house and kennel area. SB Member DeToma seconded.** Once a muzzle order is in place, it is permanent, Mr. O'Brien reiterated. **The motion passed unanimously 5:0.**

#### **8. REQUEST TO CONSIDER FORMATION OF COMMISSION ON DISABILITY**

This is a relatively new initiative from the state, Mr. Sullivan said. He tried to call to get additional information but the contact person was unavailable. Formation of a commission would take Town Meeting approval. The letter was sent to the Selectboard so he wanted to allow them to consider it.

Ms. Etelman asked if he had a recommendation, and Mr. Sullivan said he would like to wait until he better understands what the Massachusetts Office on Disability (MOD) hopes to accomplish. He thinks it is a good idea but, in talking to a few Selectboard members, understands the concern that the town suffers from having a number of commissions and having trouble filling all its boards.

The only comment he received was about fines for handicapped parking, Mr. Forcier volunteered. Several people indicated that they would appreciate it if fines for handicapped parking were enforced.

SB Member DeToma said it is a complex issue and he would like to review it further.

Since it requires Town Meeting approval, members have time to be deliberative, Chair Hine observed.

**SB Member Etelman moved to table the proposal until the Town Administrator has more information. SB Member DeToma seconded. The motion passed unanimously 5:0.**

Golf Commission Chair Bill Foley had concerns that the Golf Commission was having trouble drawing membership, but after being informed that three applicants have applied for the two vacant positions, he decided not to pursue a request to reduce the size of the committee, Mr. Sullivan reported.

#### **9. COMPLETE STREETS POLICY**

Mr. Sullivan presented an updated version of a Complete Streets policy revised to change references to “city” to “town.” The version of the policy proposed scored high on the state rating system. The policy does not dictate that the town do things that would be cost-prohibitive, he assured. He has heard from several people who are very supportive of the town adopting complete streets. That said, he wants to make sure the public understands that this is not a quick fix. By accepting this, residents will not look outside the next morning and find a change, he stressed.

In one section, the town is required to develop performance measures to measure progress toward implementation, so there is a commitment on the part of the town to do additional work, Mr. DeToma commented.

Mr. Sullivan reviewed some of the ways the town is already putting best practices into place. The town has trained four employees in complete streets principles, greatly increased the number of ADA compliant crosswalks, increased the number of bike racks and is working on a plan to try to close some of the network gaps in bicycle-pedestrian routes. The town also keeps statistics on crashes, personal injuries and citations for violations. As far as public participation in bicycle/pedestrian transit systems, the town has expanded the Tiger Trolley, expanded the X-90 and R29 Express routes and is hopefully participating in the Valley bikeshare program at some point in the future.

It is good to have these baseline data, SB Member DeToma observed.

Chair Hine suggested the Selectboard accept the policy with the suggested edits. **SB Member Brezinsky so moved. SB Member Etelman seconded. The motion passed unanimously 5:0.**

Next Thursday night, the Massachusetts Department of Transportation (DOT) will be having a public hearing at 6 p.m. in the Town Hall auditorium about the intersection of Routes 33 and 202, Mr. Sullivan reminded. Last September, he and Jim Reidy met with four or five engineers and observed traffic conditions there.

#### **10. TOWN ADMINISTRATOR REPORT**

The town went to housing court last week to address building code violations at 67 Amherst Road. Prep school students had been living there in dormitory style accommodations. The Building Commissioner and district fire officials were in court all day long. The town prevailed, and students had to be removed by 6 o'clock this evening. The parties have to go back to court June 6<sup>th</sup> and then later in June to determine what the owners need to do to upgrade the building to use it as a dormitory. Unfortunately, the owners didn't follow through quickly enough to install safety features. The home is vacant now. The town will work with the owners to remedy the situation.

**Upon motion made and seconded, the meeting was adjourned at 8:47 p.m.**

**RESPECTFULLY SUBMITTED,**

**LAURA KRUTZLER  
ADMINISTRATIVE SECRETARY**

**EXHIBIT A**

List of Documents Reviewed at May 17, 2016 Selectboard Meeting:

1. May 17, 2016 Agenda.
2. May 3, 2016 Executive Session minutes and May 3, 2016 regular Selectboard meeting minutes.
3. One Day Beer and Wine License Application from Katharine (Kate) Bedard for Mount Holyoke College Class of 1981 Reunion, for reception at Kidder Hall, All Saints' Episcopal Church, from 5 to 11 p.m. on Saturday, May 21, 2016.
4. Grievance and attachments from AFSCME Local 1033 DPW.
5. Text of M.G.L. Chapter 40, Section 8J: Disability Commission; Powers and Duties; Members; Terms.
6. Text of M.G.L. Chapter 40, Section 22G: Funds received from fines for handicap parking violations; deposits in account; expenditures.
7. Local Officials Guide to Process for Establishing a Municipal Commission on Disability and Accepting Handicapped Parking Fines, including Benefits of Creating a Commission on Disability, How to Guide, etc.
8. Complete Streets Administrative Policy for the Town of South Hadley.
9. Application for Appointment to Board, Commission or Committee from Nathalie Vicenzio for Appointment to South Hadley Cultural Council.
10. Town Administrator Report dated May 14, 2016.