

**SELECTBOARD MEETING
TUESDAY, AUGUST 16, 2016
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.

1. CALL TO ORDER
2. APPROVAL OF MINUTES *August 2, 2016 Regular Selectboard Meeting*
3. ANNOUNCEMENTS/OPEN FORUM
 - South Hadley Falls Neighborhood Association block party – September 18, 2016 @Fred M. Smith Park
4. CONSENT AGENDA
 - A. One Day Beer and Wine License Requests:
 - Susan Canedy, Friends of the Gaylord Library – various dates for Friday “Wine Down” fundraisers – Gaylord Memorial Library
 - Naomi Szymonik – September 17 & 18, 2016 (Truck Pull and Rock Crawl) – McCray’s Farm, 55 Alvord Street
 - Imad Zubi, Willits Hallowell Center – September 21, 2016 – Dwight Hall
 - Imad Zubi, Willits Hallowell Center – September 23, 2016 – MHC Boathouse
5. NEW BUSINESS
 - A. Western Mass Auto Repair – Used Car Dealer License
 - B. End of FY 16 Budget Discussion
 - C. Mass DOT Transponders at Farmers’ Market September 29
 - D. Resolution to Adopt Hazard Mitigation Plan Update
 - E. Blue Ribbon Requests (Stephanie Leblanc, MSP WIVES)
6. APPOINTMENTS/RESIGNATIONS
 - A. Aaron Haesaert – Application for Appointment to Canal Park Committee (term expiring 6/30/2019)
 - B. Linda Young – Acceptance of Resignation from Bike/Walk Committee
7. OTHER BUSINESS
 - A. September Symposium Update
 - B. Police Chief Search Update
 - C. Performance Based Evaluation
8. TOWN ADMINISTRATORS REPORT Private Jewett Williams; MIIA Rewards; Health Insurance.
9. CHAIRMAN’S REPORT
10. ADJOURN

RICHARD F. HASTE

3 Taylor St. #3 South Hadley Ma. 01075 (413) 727-5162

August 4, 2016

Mr. Mike Sullivan
Town Administrator
South Hadley, MA.

Dear Sir,

Good day greetings and good health!

I am writing in follow up of our phone conversation of the other day, with regard to the honoring of Pvt. Jewett Williams.

I have been asked by the Miss Christabell Rose, Director at Maine Living History to organize the Massachusetts stop for Pvt. Williams journey home. Pvt. Williams was a member of the 20th Maine Volunteer Infantry, who was a Civil War survivor. After the war he migrated west, first to Minnesota and then Oregon. He passed away in Oregon of dementia, was cremated and remained unclaimed for 94 years. The 20th Maine under the command of Col. Lawrence Chamberlain is credited with the infamous wheeling movement at Gettysburg preventing the Confederate troops flanking movement and repelling them. They and Pvt. Jewett Williams also were present at the Appomattox Court House surrender of Gen. Lee.

What we are requesting is the following;

- 1 the use of the village commons on Saturday, August 20th from approximately 3pm till 6-630pm.
- 2 parking accommodation along route 116 for his Patriot Guard motorcycle escort
- 3 traffic control and possible escort from the 202 bridge to the commons.

If available sound equipment for a ceremony at the commons.

In addition, if John Sullivan can reach out to any interested Veterans posts for color guards and participation in the event they would be most welcome.

Please accept my invite to you and Mr. O'Connor to speak at this event.

The tentative order of business is as follows;

The Patriot Guard is expected to be coming from I91 on to 202, they will be met on the bridge by our local Legion Riders, if possible we would like police assistance from the bridge up rt 116 to the Commons, once at commons the remains will be brought to a waiting table in front of podium, the pledge of allegiance will be recited, a prayer by the 10th ma Chaplin Joe Sperry (s. Hadley Res.), speakers, a 21-gun salute. Taps. After taps Pvt. Williams will be recovered Color Guards and Civil War reenactors will line either side of 116 and the bikes will roll out to Brattleboro.

Sincerely,



Richard F. Haste, 10th MA Vol. Inf. Rgt.



Laura Krutzler <lkrutzler@southhadleyma.gov>

permission to use Fred M. Smith Park on 9/18?

Laura Krutzler <lkrutzler@southhadleyma.gov>
To: Gillian Woldorf <gillian.woldorf@gmail.com>

Tue, Jul 12, 2016 at 2:40 PM

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

From: **Mike Sullivan** <msullivan@southhadleyma.gov>
Date: Tue, Jul 12, 2016 at 1:13 PM
Subject: Re: permission to use Fred M. Smith Park on 9/18?
To: John Hine <jhine@southhadleyma.gov>
Cc: Laura Krutzler <lkrutzler@southhadleyma.gov>

I hereby give them permission to use the park. If you could ask Gillian if there is any special attention or equipment they will need from the municipality, please let me know in advance so I can coordinate/discuss it with the appropriate department.

Thanks,
Mike

Michael J. Sullivan
Town of South Hadley, Administrator
116 Main Street
South Hadley, Massachusetts 01075
413.538.5017 ext.136
msullivan@southhadleyma.gov

On Mon, Jul 11, 2016 at 2:23 PM, John Hine <jhine@southhadleyma.gov> wrote:

This can be referred to Mike.

John Hine
Selectboard
South Hadley, MA

On Mon, Jul 11, 2016 at 11:24 AM, Laura Krutzler <lkrutzler@southhadleyma.gov> wrote:

We don't have a specific policy for the use of Fred Smith Park like we do for the Town Common so I wasn't sure whether to put this request on an upcoming agenda or simply refer it to Mike. But since it is addressed to the Selectboard, I am forwarding it for your review.

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

From: **South Hadley Falls Neighborhood Association** <falls.neighbors@gmail.com>
Date: Mon, Jul 11, 2016 at 10:54 AM
Subject: permission to use Fred M. Smith Park on 9/18?
To: selectboard@southhadley.org

Dear members of the Selectboard:

The South Hadley Falls Neighborhood Association requests permission to use Fred M. Smith Park for a social event on the afternoon of 9/18/16.

We are planning to hold a family-friendly block party that afternoon, with music and (prepackaged) snacks for purchase. We appreciate the

Selectboard's permission for us to use Beachgrounds Park for our first block party in 2012 and hope you will be amenable to this request. Thank you for your consideration.

Gillian Woldorf
chair, SHFNA

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South Hadley Falls Neighborhood Association
(413) 437-0405
falls.neighbors@gmail.com
<http://www.fallsneighbors.org>
Facebook: <http://www.facebook.com/FallsNeighbors>
Twitter: @fallsneighbors
Instagram: fallsneighbors

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My personal e-mail address is lkruzler@southhadleyma.gov. To forward information for distribution to the entire Selectboard, please use Selectboard@southhadleyma.gov.

Laura Krutzler
Administrative Secretary
Town of South Hadley
(413) 538-5017, ext. 135 (phone)
(413) 534-1041 (fax)

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My personal e-mail address is lkruzler@southhadleyma.gov. To forward information for distribution to the entire Selectboard, please use Selectboard@southhadleyma.gov.

Laura Krutzler
Administrative Secretary
Town of South Hadley
(413) 538-5017, ext. 135 (phone)
(413) 534-1041 (fax)

**SELECTBOARD MEETING
TUESDAY, AUGUST 2, 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 o'clock, noting that all members were present.

1. APPROVAL OF MINUTES

Ms. Etelman moved to approve the minutes of the June 21, 2016 regular meeting, the June 21, 2016 Joint Planning Board/Selectboard meeting and the July 12, 2016 regular meeting. Mr. Forcier seconded. The motion carried 5:0.

2. ANNOUNCEMENTS

Mr. Forcier alerted residents to a free event at Buttery Brook Park - 'Big Rig' Day this Thursday, August 4th from 11 a.m. to 1 p.m. Vehicles from the police department, fire department and a towing company will be on hand for kids to explore. The weather hasn't been too kind for Friday night cruise nights, but they are also still happening with five dates left, he reminded. The car show is Sunday, August 21st, and raffle tickets to raise funds for the park are available at cruise nights and other town events.

SB Member Etelman encouraged folks to visit the Town Common on Thursdays to sample the offerings at the Farmer's Market and enjoy summer concerts from 6:30 to 8 p.m. Summer concerts will continue through August while the Farmer's Market continues through the first week in October.

The Redevelopment Authority (RDA) is continuing to work on the draft redevelopment plan, SB Member DeToma reported. The RDA's next meeting is Monday, August 8th in Room 1 of Town Hall, and members will present the plan to the Planning Board again on August 15th. The plan will eventually come back to the Selectboard for review.

Ms. Etelman urged residents to "Save the Date" Thursday, August 25, 2016 for a Know Your Town (KYT) presentation at 7 p.m. in the South Hadley High School auditorium. KYT will hold a candidates' forum for the races for Hampshire County Sheriff and the 8th District Governor's Council, the only locally-contested races on the September 8, 2016 ballot.

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

3. CONSENT AGENDA

A. One Day All Alcohol License Request:

- **Steven Abdow, Episcopal Diocese of Western MA – October 16, 2016 – All Saints Episcopal Church**

B. One Day Beer and Wine License Request:

- **David Isakson, for Penny's Pride Fundraiser – August 27, 2016 – 60 Bridge Street**

Chair Hine asked if member wished to remove any item from the consent agenda for separate discussion. SB Member Brezinsky asked to pull the request from David Isakson.

SB Member DeToma moved to approve the request for a One Day All Alcohol License for All Saints Episcopal Church. SB Member Etelman seconded. The motion passed unanimously 5:0.

With regard to the request from David Isakson, SB Member Brezinsky expressed his understanding that the Selectboard has imposed a 10 p.m. curfew on outdoor events featuring entertainment in the past. The requested hours are 8 a.m. to 11 p.m., he noted. Mr. Sullivan confirmed this is true and recommended amending the permit to discontinue service at

10 p.m. **SB Member Brezinsky moved to approve the application with the hours as amended. SB Member Forcier seconded. The motion passed unanimously 5:0.**

4. UPDATED COUNCIL ON AGING (COA) POLICY

Mr. Sullivan reviewed a change to the COA Policy Handbook to require written permission from a consumer to speak to a family member or other designated representative about all matters related to the general well-being of the consumer, including but not limited to: general behavior, appearance, lack of personal care, issues involving other consumers at the Senior Center and possible elder at risk incidents. The policy clarifies to whom employees can disclose information and was recommended by the state, Mr. Sullivan advised.

He also reviewed a change to COA Rules and Regulations for filling vacancies on the council. The revised policy calls for candidates for vacancies on the council to apply for Selectboard appointment via the town website.

SB Member Brezinsky moved to accept the changes. SB Member Forcier seconded. The motion carried 5:0.

5. TIGER STATUE INSTALLATIONS

He is seeking Selectboard permission in the form of a motion to install tigers from the Tiger Pride project in front of Town Hall and at BATTERY BROOK PARK, Mr. Sullivan explained. The Town Hall tiger was paid for by employees of Town Hall while the one to be placed at BATTERY BROOK PARK was funded through donations from the districts. Additional tigers are being installed at various businesses throughout town.

The town is not allowed to perform work on private property, so tigers at local businesses will be installed by private contractors. The DPW will pour the footings for the statues at Town Hall and BATTERY BROOK PARK. Mr. Sullivan credited Beth Craven from the School Department and Collector Deborah Baldini for their diligent work on the project, noting that they faced a serious setback when the company originally contracted to provide the tigers went out of business unexpectedly. The tiger at Town Hall has bits of South Hadley history inscribed on it. There are 16 tigers altogether. There is a shortfall of about \$6,000 in money needed to complete the project, so donations are happily accepted, he confirmed.

SB Member Forcier moved to approve the tiger project installations at BATTERY BROOK PARK and Town Hall. SB Member Brezinsky seconded. The motion passed unanimously 5:0.

6. MEETING WITH SCHOOL COMMITTEE AND SUPERINTENDENT

Mr. Brezinsky presented a proposal to invite the School Committee and school superintendent together with the chairs and possibly some members of the Appropriations Committee and Capital Planning Committee to the next Selectboard meeting for a general discussion of encumbrances and the capital planning process. The impetus for the discussion came out of the last meeting where it was brought to members' attention that the School Department encumbered \$500,000 from its FY 2016 budget for the purpose of a capital project to start a culinary program. The encumbrance raised some questions about the budgeting and capital planning processes, he said.

In following up, it was confirmed that the project is underway; there is a signed contract and services are being paid out of last year's operating budget, he related. The purpose of the meeting is to have a general discussion about budgeting and expectations for how budgets are established and administered and how communication around budgeting takes place. He stressed that there is no intention to try to stop the project; town officials understand that state law dictates the process for school budget development and provides clear rules for acceptable practices. At the same time, there has been a decades-long practice in terms of the way budgeting and capital planning are handled locally. In his opinion, this particular event is a significant departure from past practice. He thinks this would be a good time to have a conversation with all of the stakeholders to see if they are looking at a change in the budgeting and capital project approval processes. He stressed that he did not want to have an extended conversation or jump to any conclusions tonight but simply to put the subject on the next agenda and invite those interested to attend.

SB Member DeToma asked how he envisioned the format of the meeting, and Mr. Sullivan said he thought he would invite the town accountant to talk generally about encumbrances, historical norms for turn-backs and end-of-year returns from different departments. As questions from Selectboard members arise, if representatives of departments with large encumbrances are willing to respond, they will have the opportunity to do so.

Mr. Sullivan said he thought Mr. Sutton might also talk about how articles get closed out and how projects with money left over are handled, etc.

Encumbrances are a fact of life, and the turnback of unspent funds is important as this is one of the sources of free cash, Chair Hine pointed out. Therefore, it is important that towns encumber money judiciously. However, town officials don't want to necessarily encourage departments to spend money unnecessarily, he stressed. It's a good process to talk about, he concluded.

Mr. Sullivan expressed the opinion that such general conversations are an important precursor to the budget process and serve to enlighten and educate the public. He suggested inviting any department that has an encumbrance, along with the Capital Planning Committee, Appropriations Committee and Town Accountant.

SB Member DeToma said he thought it would be important to clarify the special circumstances under which the school department operates as there are some differences in its budget process. Mr. Sullivan agreed that education reform gives schools some powers over their budgets that other departments don't have, such as the ability to carry over funds and move money around within the budget.

Board members agreed to pursue further discussion.

7. APPOINTMENTS/RESIGNATIONS

APPLICATION FOR APPOINTMENT TO COUNCIL ON AGING

Laurie Casolari was present to discuss her interest in appointment to the Council on Aging. She has been a resident for 24 years. She is a physical therapist by training and has worked with seniors for a lot of her career. Her kids are now grown so she has a little more time and has thought about becoming more involved in the town. She has utilized Senior Center services such as equipment borrowing for many of her home-based clients, so she has seen a variety of services and set-ups. She knows a little about South Hadley's program and has thought that it would be a good place for her to volunteer her time having that interest. She thinks she would enjoy being involved.

Mr. Forcier mentioned his familiarity with the good work Ms. Casolari has done with the cub scouts, commenting that she has "run the full spectrum" in her volunteer efforts. Ms. Casolari's daughter works at Town Hall, Mr. Sullivan added.

SB Member Etelman moved to appoint Laurie Casolari as a member of the Council on Aging with term expiring June 30, 2019. SB Member Brezinsky seconded. The motion passed unanimously 5:0.

8. APPLICATION FOR APPOINTMENT TO CONSERVATION COMMISSION

Bill DeLuca was present to discuss his interest in appointment as an associate member of the Conservation Commission. He moved to town in 2006 to start a Ph.D. program at UMass and in 2013 got a Ph. D. in wildlife conservation. He and his wife have an eight-year old and six-year old in the local school system. He has been working a lot on regional conservation issues and, while in school, worked for five years with an environmental consulting company and so is familiar with state wetland regulations. It seemed like the right time to start giving back at a more local level, he related.

He is obviously abundantly qualified, SB Member Brezinsky commented. He expressed keen appreciation for the abundance and quality of applicants as seen by the number of people stepping forward to volunteer. "I think it's incredible," he enthused. The general perception that there are a vast number of committees that the town has great difficulty in filling seems to be an urban legend, he suggested. The reality is that the percentage of vacancies on significant, active boards is miniscule, he asserted.

Mr. Sullivan shared the results of a quick calculation; after adjusting for committees not currently active, the town has about 326 volunteers between elected and appointed officials. After adding seven more tonight, the number will be 333. There are probably nine positions left unfilled. The Master Plan Implementation Committee (MPIC) is one of the boards with multiple openings. There is a great deal of volunteerism in South Hadley, he confirmed, echoing Mr. Brezinsky's sentiment that new people coming out to apply is wonderful.

Mr. DeToma noted that the Conservation Commission will be a key player in upcoming activities of the Redevelopment Authority such as daylighting Buttery Brook.

SB Member Forcier moved to appoint Bill Deluca as an associate member of the Conservation Commission with a term expiring June 30, 2019. SB Member Etelman seconded. The motion passed unanimously 5:0.

APPLICANT FOR APPOINTMENT TO BOARD OF APPEALS

Jacqueline Dupre was present to discuss her interest in appointment as an associate member of the Board of Appeals. She is starting her second three-year term as a Town Meeting member, has been attending Planning Board hearings over the past couple of years and has developed an interest in zoning and zoning bylaws. She sees starting as an associate as a good way to "get her feet wet" since she is sure there will be a big learning curve with zoning bylaws.

The board has very little business but what they do have is intense, Board of Appeals Chair Martha Terry confirmed. This is good; it means that the zoning bylaws in town are functioning very well, she opined.

SB Member Etelman moved to appoint Jacqueline Dupre as an associate, non-voting member of the Board of Appeals with a term expiring June 30, 2017. SB Member Brezinsky seconded. The motion passed unanimously 5:0.

APPLICATION FOR APPOINTMENT TO BOARD OF APPEALS

Barbara Erwin was present to discuss her interest in appointment to the Board of Appeals. She has been on the board as an associate member for several years and would like to move from an associate to a full member, she disclosed. She has been a resident since 1967, is an active member of the Lion's Club and is one of the trustees of the Gaylord Library.

Martha Terry has written a letter of recommendation in support, Mr. DeToma noted. **Mr. Forcier moved to appoint Barbara Erwin as a full member of the Board of Appeals to a term expiring June 30, 2018. Ms. Etelman seconded. The motion passed unanimously 5:0.**

APPLICATION FOR APPOINTMENT TO TREE COMMITTEE

Bobbie Salthouse was present to discuss her interest in appointment to the Tree Committee. She has been a resident of South Hadley since 2008 and just finished her second three-year term on the Cultural Council, so she is looking for another place to contribute, she related. She became interested in the tree issue from a personal experience where some trees were taken down in her neighborhood that shouldn't have been taken down. She went to the last meeting of the committee and thinks she can contribute, not physically, but by helping with public relations and improving the visibility of the Tree Committee in town. There are people on the committee going out and watering trees on a daily basis, she reported. She hopes to help with press by writing articles, etc.

SB Member Etelman moved to appoint Bobbie Salthouse to the Tree Committee to a term expiring June 30, 2019. SB Member Brezinsky seconded. The motion passed unanimously 5:0.

Chair Hine thanked everyone for coming down.

9. POLICE CHIEF SEARCH UPDATE

Mr. Sullivan updated members on the status of the police chief search. There were 32 applicants from 11 different states, and the three-member vetting committee has narrowed the field down to four. Police Chief Mark Dubois from Maynard, Town Accountant Bill Sutton and Jennifer Wolowicz have reviewed applications and will conduct interviews

tomorrow, after which they will make a recommendation to him. If they recommend more than one person, he will interview all candidates. If there is just one finalist, he will interview the candidate and make the appointment, which requires Selectboard approval. He expects the appointment to come before the Selectboard at its first meeting in September. He encouraged the board to also interview the candidate. The town advertised on the MMA and Massachusetts Chiefs Association website, the Daily Hampshire Gazette, Springfield Republican and numerous job sites.

10. TOWN ADMINISTRATOR FY 2017 PERFORMANCE BASED EVALUATION MATRIX

Mr. Sullivan e-mailed the draft evaluation tool to members this afternoon, Chair Hine said.

He and Mr. Brezinsky met with Mr. Sullivan to review his proposed FY 2017 performance goals, Mr. Forcier related. Some standard items are the same from previous years and he and Mr. Brezinsky suggested some additional performance measures. The plan is to circulate the draft matrix to the full board for comments and to have a draft evaluation tool for approval at the August 16th Selectboard meeting.

He, SB Member Etelman and SB Member DeToma will respond back with comments within a week, Chair Hine assured. He reiterated that, as in the past, the goals and objectives established will also be used to evaluate the performance of department heads.

11. SYMPOSIUM OF UNDERSTANDING – SEPTEMBER 24, 2016

The proposed public forum is being called a “Symposium of Understanding” and is intended to serve as a kick-off event for a series of events that will take place over the next couple of months, Ms. Etelman advised. The final goal is to bring something to Town Meeting in the fall for acceptance by voters. She wants to solidify plans before publicizing the event but would like to confirm a date of Saturday, September 24th. The event will last from 10 a.m. until the afternoon. The way it’s shaping up, they will be reaching out to some community leaders to ask them to recommend residents who they think would be interested in participating. There will likely be seats available for the general public. They are hoping to limit participants to 50 to accomplish the goals they have set.

SB Member Brezinsky asked if it will be a public meeting, and SB Member Etelman said she is not ready to answer that question yet. If a quorum of Selectboard members is present it has to be a public meeting, he pointed out.

Mr. Sullivan stressed that the event is in the planning stage and that they want it to be of a size and nature that will allow them to thoughtfully achieve its objective. SB Member Etelman mentioned the idea of having break-out groups. More information is to come, Chair Hine said.

12. TOWN ADMINISTRATOR (TA) REPORT

SB Member Brezinsky endorsed the goal outlined in the report of presenting a project to restore the Canal Park outlook and simultaneously create a memorial to honor Ted Belsky at a fall Special Town Meeting. In terms of the capital planning process, since not too many projects were presented at the Annual Town Meeting, capital planners are expecting to have additional projects introduced in the fall, he confirmed. Mr. Sullivan expressed the intention to come before capital planning in September with further details.

SB Member Etelman moved to adjourn. SB Member Forcier seconded. The motion passed unanimously 5:0. The meeting was adjourned at 8:12pm.

RESPECTFULLY SUBMITTED,

**LAURA KRUTZLER
ADMINISTRATIVE SECRETARY**

EXHIBIT A

List of Documents Reviewed at August 2, 2016 Selectboard Meeting:

1. August 2, 2016 Agenda.
2. Minutes of the June 21, 2016 regular Selectboard meeting.
3. Minutes of the June 21, 2016 Joint Planning Board/Selectboard meeting.
4. Minutes of the July 12, 2016 regular Selectboard meeting.
5. One Day All Alcohol License application from Steven Abdow for Episcopal Diocese of Western Massachusetts for retirement party catered by Yarde Tavern from 4 to 7:30 p.m. on Sunday, October 16, 2016 at All Saints' Episcopal Church, 7 Woodbridge Street.
6. One Day Beer and Wine License application from David Isakson for "Penny's Pride" fundraising event on Saturday, August 27, 2016 from 8 a.m. to 10 p.m. in the parking lot of Ebenezer's Bar and Grille at 60 Bridge Street.
7. E-mail exchange between COA Director Leslie Hennessey and Town Administrator Michael Sullivan re: changes to COA Policy Handbook and COA Rules and Regulations.
8. South Hadley Council on Aging Policy Handbook dated June 2016 with addition of Section I E. Consumer Information Permission Policy.
9. South Hadley Council on Aging Rules & Regulations dated June 2016 with revised third paragraph under ARTICLE 4 MEMBERSHIP.
10. Draft motions for appointment of Laurie Casolari, Bill DeLuca, Aaron Haesaert and Joshua Driver, Jacqueline Dupre and Barbara Erwin and Bobbie Salthouse to the Council on Aging, Conservation Commission, Canal Park Committee, Board of Appeals and Tree Committee, respectively.
11. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Laurie Casolari to the Council on Aging.
12. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Bill DeLuca to the Conservation Commission (as an associate member).
13. Letter of Interest from William V. DeLuca dated July 25, 2016 in serving as an associate member of the Conservaton Commission.
14. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Joshua Drive to the Canal Park Committee.
15. E-mail re: Recommendation for Jacqueline Dupre for an Associate Position on the Zoning Board of Appeals from Martha Terry.
16. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Jacqueline Dupre for an associate position on the Zoning Board of Appeals.

17. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Barbara Erwin to the Zoning Board of Appeals.
18. E-mail re: Recommendation for Barbara Erwin to full membership on the Zoning Board of Appeals from Martha Terry.
19. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Aaron Haesaert to the Canal Park Committee.
20. Online Form Submittal: Application for Appointment to Board, Commission or Committee from Bobbie Salthouse to the Tree Committee.
21. Town Administrator Report dated July 28, 2016.



**TOWN OF SOUTH HADLEY
SPECIAL LICENSE
WINE AND MALT APPLICATION**

To the Licensing Authorities:

Date: August 8, 2016

The undersigned hereby applies for a Special License – Wine and Malt in accordance with the provisions of the Statutes relating thereto:

NAME: Susan M. Conedy

COMPANY: The Baylard Memorial Library

ADDRESS: 47 College Street, So. Hadley, MA 01075

CONTACT: Crisis Quigley, Executive Director

TELEPHONE: 538-5047

DATE APPLIED FOR: Sept. 9, Oct. 7, Nov. 4, Dec. 9, 2016; Jan. 6, Feb. 3, Mar. 3, April 7, May 5, 2017

PREMISES TO BE LICENSED: 47 College Street, So. Hadley, MA 01075

HOURS OF OPERATION: 5:00 PM - 7:00 PM

TYPE OF EVENT: Fundraiser

RESTRICTIONS ON SPECIAL LICENSE – WINE AND MALT

1. If the event is to be held indoors in a building or structure not certified as a place of assembly, an inspection must be requested and performed by the building inspector and the head of the fire department. To schedule an inspection, please call 413-532-5343 (District 1) or 413-534-5803 (District 2).
2. Per MGL Chapter 138, Sections 12 and 33, 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.

LIABILITY DISCLAIMER FOR SPECIAL LICENSE – WINE AND MALT

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 Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant: Susan M. Conedy

LIQUOR LIABILITY INSURANCE REQUIREMENT
 For any event 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 to the Selectboard office at the time of application.



Laura Krutzler <lkrutzler@southhadleyma.gov>

McCray's Farm Application for One Day Beer and Wine Licenses for Truck Pull

Laura Krutzler <lkrutzler@southhadleyma.gov>

Wed, Aug 10, 2016 at 9:07 AM

To: Steve Parentela <ParentelaS@southhadleypolice.org>

Cc: "Michael J. Sullivan" <msullivan@southhadleyma.gov>

Good morning, Steve,

Attached please find an application from Naomi Szymonik of McCray's Farm for the Truck Pull and Rock Crawl scheduled for September 17th and 18th. I have placed this item on the agenda for the August 16, 2016 Selectboard meeting.

As you know, in the past, the applicant has met with Chief LaBrie prior to the event to finalize arrangements for alcohol service and general security since there have been some concerns about under-aged drinking and violation of the open container law associated with this event. I will advise the applicant to contact you to make arrangements to review his plan for beverage service, checking i.d.'s and limiting and controlling access to the area where alcohol will be sold and consumed. Last year, the Selectboard approved the event subject to the following conditions:

1) All servers shall have completed alcohol awareness training, 2) Licensed premises shall be the vendor area, 3) Applicant must enclose vendor area with barrier acceptable to PD, 4) Applicant is required to monitor patrons to ensure they do not leave area with alcoholic beverages, 5) Applicant is required to hire police detail to assist with traffic and security

I expect the Selectboard to want assurance that the applicant's arrangements for beverage service and security are satisfactory to the Police Department prior to approving the event. Please let us know if there are any particular conditions you would like attached to the permit. Thank you for your attention!

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My personal e-mail address is lkrutzler@southhadleyma.gov. To forward information for distribution to the entire Selectboard, please use Selectboard@southhadleyma.gov.

Laura Krutzler
Administrative Secretary
Town of South Hadley
(413) 538-5017, ext. 135 (phone)
(413) 534-1041 (fax)



Truck Fest One Day Request.pdf

464K



**TOWN OF SOUTH HADLEY
SPECIAL LICENSE
WINE AND MALT APPLICATION**

To the Licensing Authorities:

Date: 8/9/16

The undersigned hereby applies for a Special License – Wine and Malt in accordance with the provisions of the Statutes relating thereto:

NAME: Naomi Szymonik

COMPANY: Prospect Valley LLC

ADDRESS: 55 Alvard St. South Hadley MA 01075

CONTACT: 413 530 1257

TELEPHONE: 413 530 1064

DATE APPLIED FOR: 9/17 - 9/18

PREMISES TO BE LICENSED: MCCRAYS FARM

HOURS OF OPERATION: 11-7

TYPE OF EVENT: Truck Pull and Rock Crawl

RESTRICTIONS ON SPECIAL LICENSE – WINE AND MALT

1. If the event is to be held indoors in a building or structure not certified as a place of assembly, an inspection must be requested and performed by the building inspector and the head of the fire department. To schedule an inspection, please call 413-532-5343 (District 1) or 413-534-5803 (District 2).
2. Per MGL Chapter 138, Sections 12 and 33, 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.

LIABILITY DISCLAIMER FOR SPECIAL LICENSE – WINE AND MALT

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 Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant: Naomi Szymonik

LIQUOR LIABILITY INSURANCE REQUIREMENT
For any event 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 to the Selectboard office at the time of application.



**TOWN OF SOUTH HADLEY
SPECIAL LICENSE
WINE AND MALT APPLICATION**

To the Licensing Authorities:

Date: August 9, 2016

The undersigned hereby applies for a Special License – Wine and Malt in accordance with the provisions of the Statutes relating thereto:

NAME: Willits-Hallowell Center

COMPANY: Mount Holyoke College

ADDRESS: 50 College St., South Hadley, MA 01075

CONTACT: Imad Zubi

TELEPHONE: 413-538-2038

DATE APPLIED FOR: Friday, September 23, 2016

PREMISES TO BE LICENSED: MHC Boathouse

HOURS OF OPERATION: 5:00-9:00pm

TYPE OF EVENT: Reception

RESTRICTIONS ON SPECIAL LICENSE – WINE AND MALT

1. If the event is to be held indoors in a building or structure not certified as a place of assembly, an inspection must be requested and performed by the building inspector and the head of the fire department. To schedule an inspection, please call 413-532-5343 (District 1) or 413-534-5803 (District 2).
2. Per MGL Chapter 138, Sections 12 and 33, 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.

LIABILITY DISCLAIMER FOR SPECIAL LICENSE – WINE AND MALT

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 Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

Signature of Applicant: 

LIQUOR LIABILITY INSURANCE REQUIREMENT
 For any event 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 to the Selectboard office at the time of application.



TOWN OF SOUTH HADLEY
SPECIAL LICENSE
WINE AND MALT APPLICATION

To the Licensing Authorities:

Date: August 9, 2016

The undersigned hereby applies for a Special License – Wine and Malt in accordance with the provisions of the Statutes relating thereto:

NAME: Willits-Hallowell Center

COMPANY: Mount Holyoke College

ADDRESS: 50 College St., South Hadley, MA 01075

CONTACT: Imad Zubi

TELEPHONE: 413-538-2038

DATE APPLIED FOR: Wednesday, September 21, 2016

PREMISES TO BE LICENSED: Dwight Hall

HOURS OF OPERATION: 3:00-7:00pm

TYPE OF EVENT: Reception

RESTRICTIONS ON SPECIAL LICENSE – WINE AND MALT

1. If the event is to be held indoors in a building or structure not certified as a place of assembly, an inspection must be requested and performed by the building inspector and the head of the fire department. To schedule an inspection, please call 413-532-5343 (District 1) or 413-534-5803 (District 2).
2. Per MGL Chapter 138, Sections 12 and 33, 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.

LIABILITY DISCLAIMER FOR SPECIAL LICENSE – WINE AND MALT

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 Select Board as Local Licensing Authority, shall not be liable to the licensee or others if injury or damage shall result from the exercise of the license.

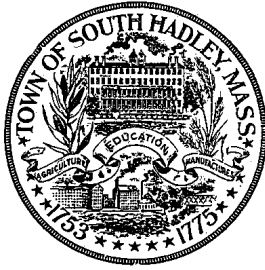
Signature of Applicant: 

LIQUOR LIABILITY INSURANCE REQUIREMENT

For any event 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 to the Selectboard office at the time of application.

TOWN OF SOUTH HADLEY

JOHN R. HINE
Chair
SARAH ETELMAN
Vice-Chair
BRUCE C. FORCIER
Clerk
IRA J. BREZINSKY
Member
FRANCIS J. DETOMA
Member



MICHAEL J. SULLIVAN
Town Administrator
Telephone (413) 538-5017
Fax (413) 534-1041

SELECTBOARD OFFICE
116 Main Street, Suite 109, South Hadley, Massachusetts 01075-2896
selectboard@southhadleyma.gov

MEMORANDUM

FROM: Laura Krutzler, Administrative Secretary

TO: Selectboard and Town Administrator Michael Sullivan

DATE: August 12, 2016

Re: Used Car Dealer License Application – 57 School Street

Attached please find a Used Car Dealer's license from Western Mass Auto Repair, LLC the company presently doing business as Jeff's Auto Repair at 55 School Street. The applicant is applying for a Used Car Dealer's license to sell used cars online on websites such as Craigslist and Ebay. The proposed location of the business is 57 School Street. Principals of the LLC are Keri and Douglas Delisle of 70 Hovey Road, Monson.

I recently attended a workshop on Class II and Internet-based Used Car Dealer licenses presented by Kopelman & Paige. There is no quota on Class II licenses and issuance of these licenses is totally at the discretion of the Local Licensing Authority (LLA). LLA's are not obligated to issue a license just because the applicant complies with zoning. Class II license requirements include:

- License from LLA
- Compliance with zoning, conservation and Board of Health regulations
- Optional license from Registry of Motor Vehicles (RMV) for dealer plates

Class II **internet-based licenses** are allowed but applicants must meet the same requirements for bricks and mortar dealerships by showing:

1. Are proper persons to engage in the business
2. Said business is principal business
3. Location is suitable for the purpose
4. Access to appropriate repair facilities (repair facility does not have to be owned by applicant but must show have contract with repair facility)
5. Have posted \$25,000 bond from a licensed surety bond provider

On June 27, 2016, the Planning Board granted a Special Permit to allow expansion/modification of a nonconforming use and operation of a second hand car dealer (on-line used auto sales with on-site storage) at 57 School Street with the following restrictions:

1. No exterior storage/repair

2. No exterior display or other indication of auto sales
3. All sales promotion and activity to be conducted only online- via the internet

The applicant appears to meet the requirements for a Class II license. **Recommendation:** if favorably disposed, **move to issue Class II Used Car Dealer license to Western Mass Auto Repair for used car dealership at 57 School Street with the following restrictions: 1) no exterior storage/repair, 2) no exterior display and 3) on-line sales only.**



Laura Krutzler <lkrutzler@southhadleyma.gov>

Special Permit Application for Western Mass Auto/Jeff's Auto Repair to allow expansion/modification of a non-conforming use and operation of a second hand car dealer (on-line used auto sales with on-site storage); Property Location: 57 School Street (Assessor's Map Number #5B - Parcel #26).

Richard Harris <rharris@southhadleyma.gov>
To: Laura Krutzler <lkrutzler@southhadleyma.gov>
Cc: Mike Sullivan <msullivan@southhadleyma.gov>

Tue, Aug 9, 2016 at 2:47 PM

Good Afternoon Laura,

This is to confirm that the Planning Board found that the proposed Used Car Sales at 57 School Street met the Special Permit criteria and approved the Special Permit for Used Car Sales subject to the following conditions:

1. No exterior storage/repair
2. No exterior display or other indication of auto sales
3. All sales promotion and activity to be conducted only online – via the internet

If you have any questions regarding this matter, please feel free to contact me.

Thank you.

Richard Harris, AICP
Town Planner
Town of South Hadley
413-538-5011 Ext 206

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE SECOND HAND MOTOR VEHICLES OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? WESTERN MASS AUTO REPAIR

Business address of concern. No. 57-A SCHOOL ST. SOUTH WADLEY MA City - Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? LLC

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

KERI DELISIE 70 HOVEY RD MANSON MA 01057 DOUGLAS DELISIE 70 HOVEY RD MANSON MA 01057

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President KERI DELISIE Secretary KERI DELISIE Treasurer DOUGLAS DELISIE

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

2,000 S.F. Buildings "STORAGE" SELL USED AUTO online,
CROSSKIT, EBAY
- ~~NO~~ LOCATION WILL BE USED TO TRANSFER AND
STONE CARS FOR SALE

8. Are you a recognized agent of a motor vehicle manufacturer? NO
(Yes or No)

If so, state name of manufacturer N/A

9. Have you a signed contract as required by Section 58, Class 1? NO
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO
(Yes or No)

If so, in what city — town

Did you receive a license? NO For what year?
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO
(Yes or No)

Sign your name in full. 
(Duly authorized to represent the concern herein mentioned)

Residence

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation
(Approved or Disapproved)

License No. granted 19.... Fee \$.....

Signed.....

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CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE SECOND HAND
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No.

Class License No.

Name

St. and No.

City — Town

Date Issued

Remarks

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General Fund End of Year Turnback History

	FY 2016 (Estimate & Unofficial)	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011
Total Turnbacks to General Fund	\$ 668,000	\$ 518,386	\$ 605,719	\$ 567,044	\$ 294,362	\$ 530,288
<i>Sampling of Major Departments:</i>						
Police Dept.	\$ 45,420	\$ 38,090	\$ 25,623	\$ 6,853	\$ 26,528	\$ 28,132
Various DPW Accounts	\$ 67,246	\$ 51,199	\$ 54,971	\$ 44,931	\$ 52,491	\$ 74,288
Group Health Insurance Account	\$ 281,368	\$ 170,094	\$ 330,076	\$ 212,545	\$ 169,498	\$ 124,597
School Dept. Current Operating	\$ -	\$ 80,730	\$ -	\$ -	\$ 176	\$ 79,483
School - Prior Yr Encumbered	\$ 7,124	\$ 42,784	\$ 21,735	\$ 22,669	\$ 13,915	\$ 19,608

Note: Other contributing factors make up the total turnbacks for the FY.



Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Inglewood Development Corporation
123 Dwight Road
Longmeadow, MA 01106

for the following Project:
(Name, location and detailed description)

Culinary Arts Kitchen Renovation
South Hadley High School
153 Newton Street
South Hadley, MA 01075

The Architect:
(Name, legal status, address and other information)

Fuss & O'Neill Inc.
146 Hartford Road
Manchester, CT 06040

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 31, 2016, *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

(Table deleted)

Init.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four hundred thirty eight thousand five hundred seventy five dollars and zero cents (\$ 438,575.00), subject to additions and deductions as provided in the Contract Documents. *568,575.00 (B)*

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *incl Kitchen Equipment*
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Add Alternate for Kitchen Equipment shall be One hundred twenty five thousand dollars and zero cents (\$125,000.00).

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007.

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
As noted in the Construction Documents below			

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: "High School Culinary Arts Kitchen Renovation, May 18, 2016, Project Manual, Volume 1 of 1"

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: The drawings dated April 15, 2016, totaling 25 sheets, listed below:

Number	Title	Date
G-1	Cover Sheet	April 15, 2016
G-2	Project Notes	April 15, 2016
G-3	Kitchen Demo	April 15, 2016
G-4	Kitchen New Work	April 15, 2016
G-5	Kitchen Equipment	April 15, 2016
S-101	Structural Plans and Details	April 15, 2016
P-1	Gas Demo	April 15, 2016
P-2	Gas New Work	April 15, 2016
P-3	Potable Water Demo	April 15, 2016
P-4	Potable Water New Work	April 15, 2016
P-5	Sanitary Sewer Demo	April 15, 2016
P-6	Sanitary Sewer New Work	April 15, 2016
P-7	Grease Waste Demo	April 15, 2016
P-8	Grease Waste New Work	April 15, 2016
P-9	Schedules	April 15, 2016
PD-1	Project Notes – Plumbing	April 15, 2016
PD-2	Details – Plumbing	April 15, 2016

Init.

H-1	HVAC Demo	April 15, 2016
H-2	HVAC New Work 1st Floor	April 15, 2016
H-3	HVAC New Work Roof	April 15, 2016
H-4	Schedules	April 15, 2016
H-5	Details – HVAC	April 15, 2016
E-1	Electrical Notes, Legends, and Schedules	April 15, 2016
E-2	Electrical Demo Work	April 15, 2016
E-3	Electrical New Work	April 15, 2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	May 23, 2016	one
Addendum #2	May 24, 2016	one

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

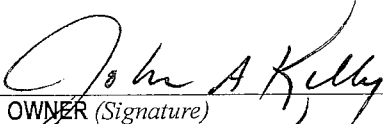
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

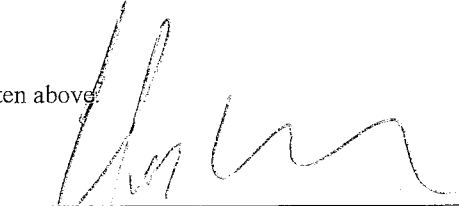
Limit of liability or bond amount (\$ 0.00)

This Agreement entered into as of the day and year first written above.


 OWNER (Signature)

JOHN A KELLY
 (Printed name and title)

CHAIRMAN
 SOUTH MADCOY SCHOOL COMMITTEE



CONTRACTOR (Signature)
 CHRISTOPHER G. BURGER
 (Printed name and title)

President
 Inglewood Development Corporation

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:29:03 on 06/06/2016.

PAGE 1

(In words, indicate day, month and year.)year

...

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

...

Inglewood Development Corporation
123 Dwight Road
Longmeadow, MA 01106

...

Culinary Arts Kitchen Renovation
South Hadley High School
153 Newton Street
South Hadley, MA 01075

...

Fuss & O'Neill Inc.
146 Hartford Road
Manchester, CT 06040

PAGE 2

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: August 31, 2016.

CB.

*Lead time of Kitchen Equipment will delay
Substantial Completion to September 16, 2016*

NDY

Portion of Work

Substantial Completion Date

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four hundred thirty eight thousand five hundred seventy five dollars and zero cents (\$ 438,575.00), subject to additions and deductions as provided in the Contract Documents.

...

Add Alternate for Kitchen Equipment shall be One hundred twenty five thousand dollars and zero cents (\$125,000.00).

...

Item	Units and Limitations	Price Per Unit (\$0.00) (\$ 0.00)
------	-----------------------	--

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30() days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (~~%~~ 10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (~~%~~ 10%);

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

...

%

PAGE 6

As noted in the Construction Documents below

...

Exhibit A: "High School Culinary Arts Kitchen Renovation, May 18, 2016, Project Manual, Volume 1 of 1"

Section	Title	Date	Pages
---------	-------	------	-------

...

Exhibit B: The drawings dated April 15, 2016, totaling 25 sheets, listed below:

<u>G-1</u>	<u>Cover Sheet</u>	<u>April 15, 2016</u>
<u>G-2</u>	<u>Project Notes</u>	<u>April 15, 2016</u>
<u>G-3</u>	<u>Kitchen Demo</u>	<u>April 15, 2016</u>
<u>G-4</u>	<u>Kitchen New Work</u>	<u>April 15, 2016</u>
<u>G-5</u>	<u>Kitchen Equipment</u>	<u>April 15, 2016</u>
<u>S-101</u>	<u>Structural Plans and Details</u>	<u>April 15, 2016</u>
<u>P-1</u>	<u>Gas Demo</u>	<u>April 15, 2016</u>
<u>P-2</u>	<u>Gas New Work</u>	<u>April 15, 2016</u>
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<u>P-4</u>	<u>Potable Water New Work</u>	<u>April 15, 2016</u>
<u>P-5</u>	<u>Sanitary Sewer Demo</u>	<u>April 15, 2016</u>
<u>P-6</u>	<u>Sanitary Sewer New Work</u>	<u>April 15, 2016</u>
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<u>P-8</u>	<u>Grease Waste New Work</u>	<u>April 15, 2016</u>
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<u>PD-1</u>	<u>Project Notes – Plumbing</u>	<u>April 15, 2016</u>
<u>PD-2</u>	<u>Details – Plumbing</u>	<u>April 15, 2016</u>
<u>H-1</u>	<u>HVAC Demo</u>	<u>April 15, 2016</u>
<u>H-2</u>	<u>HVAC New Work 1st Floor</u>	<u>April 15, 2016</u>
<u>H-3</u>	<u>HVAC New Work Roof</u>	<u>April 15, 2016</u>
<u>H-4</u>	<u>Schedules</u>	<u>April 15, 2016</u>
<u>H-5</u>	<u>Details – HVAC</u>	<u>April 15, 2016</u>
<u>E-1</u>	<u>Electrical Notes, Legends, and Schedules</u>	<u>April 15, 2016</u>
<u>E-2</u>	<u>Electrical Demo Work</u>	<u>April 15, 2016</u>
<u>E-3</u>	<u>Electrical New Work</u>	<u>April 15, 2016</u>

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<u>Addendum #1</u>	<u>May 23, 2016</u>	<u>one</u>
<u>Addendum #2</u>	<u>May 24, 2016</u>	<u>one</u>

...

Type of insurance or bond	Limit of liability or bond amount (\$0.00) (\$ 0.00)
---------------------------	---

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:29:03 on 06/06/2016 under Order No. 9379935624_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Wang, Angela <awang@shschools.com>

High School Kitchen project - Schedule of Values

Wang, Angela <awang@shschools.com>
To: Paul Fiejdasz <PFiejdasz@fando.com>

Mon, Jun 27, 2016 at 2:03 PM

Thanks Paul. Per our conversation, I will simply issue the PO for the following 3 line items.

1. \$394,717.50 - Construction of the High School Culinary Program Kitchen and Bistro Area
2. \$125,000 - Equipment and Installation
3. \$43,857.50 - Construction Retainage (10% per contract)

When the contractor submits invoices, you will review the percentage completion of each aspect of the project and its relevant dollar amount and approve them for us to process payments.

Please let me know if you have any questions.

Thanks,
Angela

Tianyi (Angela) Wang
School Business Administrator
South Hadley Public Schools
116 Main St, South Hadley, MA 01075
Phone: (413)-538-5057 x2603
Fax: (413)-533-2418

On Mon, Jun 27, 2016 at 1:37 PM, Paul Fiejdasz <PFiejdasz@fando.com> wrote:

Hello,

Here is a possible list of Schedule of Values for this project:

- General Conditions (including fencing, barriers, setup)
- Demolition
- Concrete
- Ceiling Modifications
- Floor Repair
- Structural Steel Reinforcement
- Kitchen Equipment
- Mechanical Equipment (including exhaust hood, exhaust fan, makeup air unit)
- Plumbing Equipment (including water heater, grease traps)
- Electrical Equipment (including panels, OCP devices)
- Sanitary Piping
- Potable Water Piping
- Gas Piping and Appurtenances
- Ductwork

- Exhaust Hood Fire Suppression
- Fire Sprinkler modifications
- Fire Alarm Modifications
- Equipment Control Systems
- Power Wiring and Conduit
- Retainage (10%)

For each Value, the Contractor needs to assign separate monetary values for Materials and Labor. Each month the Contractor shall issue a draft invoice with percentages complete for each Value. We will review and speak with the Contractor to agree on those percentages. The Contractor will issue a final monthly invoice for payment that will subtract the Retainage amount. South Hadley will pay the retainage when the job has been successfully completed.

I have attached AIA forms G702 and 703 that are used as a basis for this form of payment process.

Best regards,



Paul Fiejdasz, PE, LEED AP

Project Manager

Fuss & O'Neill, Inc | 146 Hartford Road | Manchester, CT 06040
860.646.2469 x5388 | pfiejdasz@fando.com | cell: 413.531.9096
www.fando.com | twitter | facebook | linkedin

This e-mail message and any files transmitted with it are the exclusive intellectual property of Fuss & O'Neill. This message and any attached files may be privileged and confidential. If you have received this message in error, please delete this e-mail and attached files and immediately notify Fuss & O'Neill by sending a reply e-mail to the sender of this message. Thank you.



FUSS & O'NEILL

February 22, 2016

Ms. Tianyi (Angela) Wang
Business Administrator
South Hadley Public Schools
116 Main Street, 2nd Floor
South Hadley, MA 01075

awang@shschools.com

RE: Proposal for High School Culinary Arts Renovation – Base Project

Dear Ms. Wang:

Fuss & O'Neill, Inc. is grateful for the opportunity to submit our proposal to you for the High School Culinary Arts Renovation Project.

Project Understanding

The South Hadley Public Schools is planning to convert two existing rooms into a teaching commercial kitchen and dining area for students who are interested in learning about the culinary arts. South Hadley Public Schools has already contacted a commercial kitchen equipment supplier to recommend a kitchen layout and an equipment list.

This proposal will create construction documents to implement the minimum engineering construction tasks to create a teaching commercial kitchen and an open area for dining. During our initial meeting on this project, these construction documents were referred to as Base Bid documents. At this meeting, an Upgrade Bid was also discussed that is dependent on receiving a state grant for this project. This proposal does not include any Upgrade Bid services.

South Hadley Public Schools is hiring an engineering consultant firm to perform the following engineering consulting services:

1. Review the Kitchen consultant layout and equipment list. Provide equipment-required mechanical, electrical, and plumbing (MEP) connections. These connections include electric power, natural gas, potable water and sanitary waste piping, etc.
2. Review the applicable MEP codes for a commercial kitchen and design code-required systems and equipment necessary to complete a commercial kitchen installation. Items in this category include exhaust hood fire extinguishing systems, grease interceptors (traps), make-up air (MUA).

146 Hartford Road
Manchester, CT
06040
t 860.646.2469
800.286.2469
f 860.533.5143

www.fando.com

Connecticut
Massachusetts
Rhode Island
South Carolina



Ms. Tianyi (Angela) Wang

February 22, 2016

Page 2

Scope of Services

MEP Investigation / Pre-Design

Fuss & O'Neill, Inc. proposes the following scope of services:

1. Site Investigation/Fieldwork: Fuss & O'Neill will visit the site to review and document existing conditions. We will also use the existing building drawings and tap the knowledge of key personnel to learn about the existing HVAC system.
2. Document: We will document the existing HVAC system type, components, and their condition by visual review.
3. Preliminary MEP system concepts:
 - a. Using the existing building systems information from site visits and drawing reviews we will develop an MEP design plan to provide the minimum code- and functional-required mechanical, electrical, and plumbing utilities.
 - b. Opinions of construction cost will include known MEP scope plus any known significant ancillary* scope (e.g., structural support of masonry wall cut).

MEP Construction Documents

1. Schematic Design (SD)
 - a. Create drawing layouts, system diagrams as necessary, and preliminary MEP equipment sizing and selection.
 - b. Create structural drawing that includes:
 - i. Structural support for cutting a passage between the kitchen and dining rooms through an existing masonry wall.
 - ii. Details for concrete floor slab repair.
 - c. Send SD documents to South Hadley for review and comments, and obtain feedback and direction.
2. Construction Documents (CD)
 - a. Incorporate South Hadley's direction from the SD review into the CD documents.
 - b. Complete layout plans, update system diagram, add notes and details to complete description for the Contractor.
 - c. Assemble specifications Project Manual incorporating Massachusetts requirements for filed sub-bids.



FUSS & O'NEILL

Ms. Tianyi (Angela) Wang

February 22, 2016

Page 3

- d. Assemble Division 0 specification for South Hadley's review and comments. Note that these documents will not be ready for use in bid documents without a review and modifications by South Hadley.
- e. Add installation details and specific notes, finalize equipment schedules.
- f. Send CD documents to South Hadley for review and comments.
- g. Incorporate South Hadley's direction into Bid Set documents.

+Ancillary design services are not part of this proposal but can be provided as additional services.

Bid Support

1. Attend pre-bid walk through for Contractors
2. Write Addenda for South Hadley to issue to Contractors
3. Review bids for South Hadley and provide recommendations for contractor review meetings, or project award.
4. Incorporate all addenda and bid information in Bid Set documents to create Permit Set documents.

Construction Administration (CA)

1. Prepare answers for Contractor Requests for Information (RFIs)
2. Prepare Change Order (CO) documents for South Hadley to review, approve, and forward to Contractor
3. Review Contractor shop drawings & submittals.
4. Perform (4) site visits to review construction progress. Document conditions found in Field Observation Reports (FORs) for South Hadley's use.*
5. Attend (4) project meetings that are coincident with site visits to facilitate construction.*

*Fuss & O'Neill can attend additional meetings on a time and material basis.

Assumptions

This proposal has been prepared with the following assumptions:

1. This proposal is based on current understanding that no sub-consultants will be required for the design of this project.



Ms. Tianyi (Angela) Wang

February 22, 2016

Page 4

2. South Hadley will review and provide comments and modifications to unedited Division 0 specifications. Fuss & O'Neill will incorporate these specifications into the construction bid documents.
3. The term "bi-weekly" is defined as "every two weeks."
4. The term "bi-monthly" is defined as "twice a month."
5. Commissioning, as defined and described in ASHRAE Guideline 0-2013, is not part of this project's scope of work.

Exclusions

The following are scope of work items or services that are excluded from this proposal and are not included in Fuss & O'Neill's fee. However, Fuss & O'Neill can offer these services for an additional fee:

1. Advertisement of project to bidders.
2. Copying assembly and distribution of bidding/contract documents.
3. Any redesign of the existing normal or alternate electric power systems in the building.
4. Fire suppression (sprinkler) systems, including any modifications or additions to any existing fire suppression systems.
5. Fire alarm systems, including any modifications or additions to any existing fire alarm systems.
6. Identification, testing and design services associated with hazardous materials.
7. Any design modifications to the existing HVAC equipment outside the kitchen or dining areas.
8. Structural and architectural scope of work beyond wall opening support and concrete floor repairs.
9. Any site civil engineering services related to pipe routing, trenching, site restoration for excavation, or installation of an external grease interceptor.
10. HVAC control system design or specification for existing air handling units, unit ventilators, or associated exhaust fans.
11. Bid Alternates: Bid Alternates that require re-design are not included.
12. Specification of building-wide controls system.
13. Design related to existing water distribution piping, controls and heating units.
14. Inspection, condition assessment or modifications to the existing chimney.



Ms. Tianyi (Angela) Wang

February 22, 2016

Page 5

Additional Services

We understand that the results of our work may raise questions by you, and that additional services may be required. These services may include attendance at additional meetings or additional engineering work related to this project.

Upon request, we propose to conduct these activities on an hourly rate basis with a not-to-exceed limit, on receipt of written approval from South Hadley.

Schedule

We are prepared to complete the construction documents by March 25, 2016 if we receive written authorization to proceed that give us a minimum of 30 calendar days to complete the work. Note that meeting this schedule does not include any delays due to review and approval from South Hadley.

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis as follows:

Task / Phase	Fee
Pre-Design	\$ 2,400.00
Schematic Design	\$ 8,000.00
Construction Documents	\$ 17,000.00
Bid Support	\$ 2,050.00
Construction Administration	\$ 5,700.00
Reimbursable Expenses (copying, mileage)	\$ 800.00
Total	\$ 35,950.00

Our policy is to invoice on a monthly basis using an estimate of the percent complete for each phase of the project as shown above. Billing will be monthly according to our current Rate Schedule in effect at the time services are provided. A typical copy is attached.

General Terms and Conditions

Receipt of a signed copy of the Authorization-to-Proceed enclosed with this proposal or issuance of a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.



FUSS & O'NEILL

Ms. Tianyi (Angela) Wang
February 22, 2016
Page 6

Thank you for requesting engineering service from Fuss & O'Neill. We look forward to working with you on this project.

Sincerely,

Reviewed by:

Paul Fiejdasz, P.E.
Project Manager

Kevin Sullivan, P.E.
Vice President

Attachments: General Terms & Conditions
Rate Schedule

AUTHORIZATION TO PROCEED

**Proposal for South Hadley High School Culinary Arts Renovation – Base Project
South Hadley, Massachusetts**

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with this proposal dated February 22, 2016. I understand that billing will be monthly, payable within thirty (30) days of date of invoice. I further understand that the South Hadley Public Schools will be responsible for the reasonable cost of collection.

Kevin McAllister

Printed Name

3/8/16

Date

[Handwritten Signature]

Signature

School Committee Chair

Title

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between South Hadley Public Schools (Client) and Fuss & O'Neill, Inc. (Consultant) dated February 22, 2016 in respect of the Project described therein.

1.0 GENERAL

The Consultant shall perform for the Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this agreement, charges for which will be based on the Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care to provide a work product that complies with such regulations and codes. Consultant cannot warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and full information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,

- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter upon public and private property,
- As appropriate and required by law be responsible for reporting certain significant environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage is not the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When



transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement of documents to third parties without written consent and project-specific adaptation, including but not limited to any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of the Consultant will be at the Client's sole risk and without liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent by law, defend, indemnify and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement

Any or Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and the Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable total project costs and construction cost are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual total project or construction

costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, the Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut.

8.0 PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to the Consultant's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in



no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, the Client will directly retain other consultants whose services are required in connection with the Project. As a service, the Consultant will advise the Client with respect to selecting other consultants and will assist the Client in coordinating and monitoring the performance of other consultants. In no event will the Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether the Consultant hires them directly or as subconsultants, or only coordinates and monitors their work. When the Consultant does engage a subconsultant on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent or as specified in the rate table or billing terms in effect at the time the services are provided. By engaging the Consultant to perform services, the Client agrees to hold the Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant, except claims for personal injury, death, or personal property damage caused by the negligence of the Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence.

10.2 The Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of the Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been

disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the consultant's services, the Consultant may, at it's option and without liability for consequential or any other damages, suspend performance of service on the Project until the Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract; breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence and the Client agrees to defend, indemnify and hold the Consultant harmless with respect to any such claim. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 The Consultant and the Client agree that should the Consultant's services not include construction phase services, the Client shall be solely responsible for interpreting any contract documents and observing the work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Consultant, the Client shall not bring any claim against the Consultant and shall indemnify and hold the Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and the time of the Consultant, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, and unless otherwise subject to a greater limitation, the Consultant's liability to the Client for any loss or damage, including, but not limited



to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the Consultant's professional negligent errors or omissions shall not exceed the greater of \$50,000 or the total compensation received by the Consultant hereunder, and the Client hereby releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of the Consultant and its independent professional associates, consultants and subcontractors will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, express or implied, with respect to the services rendered hereunder.

If Consultants services include Connecticut Licensed Environmental Professional (LEP) verification or Massachusetts Licensed Site Professional (LSP) opinion, Client acknowledges that such services are subject to regulatory audit. In rendering an LEP verification or LSP opinion the Consultant is providing a professional opinion consistent with the standard of care for LEPs/LSPs in the industry; however, regulatory agencies may require response actions beyond those that were the basis for the LEP verification or LSP opinion. Services associated with such audits or response actions can be provided by consultant at an additional cost not included in the Agreement to be mutually agreed upon between Client and Consultant.

If LSP services are provided they will be rendered consistent with 309 CMR, the "Regulations of the Board of Registration of Hazardous Waste Site Cleanup Professionals." LSP Opinions will be provided with consideration of the assumptions, limitations and qualifications of the MCP (310 CMR 40.0000) and relevant final guidance and interpretation published by the Commonwealth of Massachusetts.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute the Consultant's estimate to perform the services required to complete the Project, as the Consultant understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The Consultant

will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this contract, or for delays caused by unpredictable occurrences or force majeure, including but not limited to fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined the Agreement.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment to be delivered to: Fuss & O'Neill, Inc. at 146 Hartford Road, Manchester, CT 06040 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due the Consultant for services, expenses or other charges within thirty (30) days after receipt of the Consultant's invoice therefore, the amounts due the Consultant will be increased at the rate of one and one half (1.5) percent per month from said thirtieth day, and in addition, the Consultant may, after giving a minimum of seven (7) days written notice to the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges. The Client shall be responsible for the reasonable cost of collection including reasonable attorney's fees.



15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event either party fails to substantially perform in accordance with the terms to this Agreement through no fault of the terminating party. In the event of any termination, the Consultant will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the State of Connecticut.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and the Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change. Provided the Consultant uses reasonable care, the Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to the Consultant's attention in writing before exploration commences.

18.0 LITIGATION AND ADDITIONAL WORK

In the event the Consultant is to prepare for or appear in any litigation on behalf of the Client or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid the Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

19.0 INSURANCE

The Consultant will secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the

performance of Consultant's services under this Agreement.

The Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which the Consultant is legally liable.

20.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide the Consultant an exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by the Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that the Client fails to timely provide the Consultant with such an exemption certificate within such time, the Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by the Consultant in connection with the performance of this Agreement before the Client provides the Consultant with such exemption certificate, including any sales tax paid by the Consultant to subcontractors, engineers, suppliers or any other individual entity.

21.0 PERIOD OF SERVICE

The Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion.

22.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days. Notice shall include a detailed description of the nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim.

23.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including

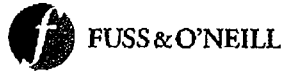


FUSS & O'NEILL

those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

24.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. The Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

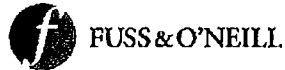


2016 BILLING RATES

<u>BILLING CATEGORY</u>	<u>HOURLY RATE</u>
Researcher, Clerical	\$ 67
CADD, Survey, Technician I	\$ 78
CADD, Survey, Technician II	\$ 84
CADD, Survey, Technician III	\$ 94
Engineer, Scientist, Analyst I	\$ 97
Engineer, Scientist, Analyst II	\$ 105
Engineer, Scientist, Analyst III	\$ 124
Senior Engineer, Scientist, Analyst I	\$ 141
Senior Engineer, Scientist, Analyst II	\$ 158
Senior Engineer, Scientist, Analyst III	\$ 180
Associate	\$ 196
Officer	\$ 205
Senior Officer	\$ 215

DIRECT CHARGE SCHEDULE

Subcontractors/Subconsultants	Cost plus 15%
F&O Staff Mileage	At Prevailing IRS Rate
F&O Field Vehicles	\$100/day plus \$.35/mile
Geoprobe Box Truck	\$.85/mile
F&O Hybrid Vehicles	At Prevailing IRS Rate
Printing/Reprographics	
Black & White Copy/Print	\$0.065/page
Color Copy/Print	\$0.40/page
Electrostatic Copy/Print	\$0.20/Sq. ft.
Inkjet Plotter monochrome	\$0.25/Sq. ft.
Color Plotting	\$1.00/Sq. ft.
Inkjet Mylar	\$2.50/Sq. ft.
Binding Materials	At Cost
Payment processing fees (e.g. debit or credit cards)	At Cost (minimum 3%)



FUSS & O'NEILL

2016 BILLING RATES

FIELD EQUIPMENT SCHEDULE	PER DAY (unless noted)
Air Sampling Pumps	\$15
All Terrain Vehicle	\$100
Bladder Pumps	\$25
Boat	\$50
Combustible Gas Indicator (CGI)	\$20
Concrete Coring Machine	\$250
Cone Penetrometer	\$25
Dissolved Oxygen/Temp/pH Meter	\$15
Generators	\$50
Geoprobe Sampling Rig	\$600 ^{(a)(b)}
Ground-Penetrating Radar	\$250 ^(a)
Hammer Drill	\$50
Hand Auger	\$25
Interface Probe	\$25
Infiltrometer	\$25
Low Flow Controller	\$50
Metal Detector	\$25
Multimeters	\$85
Confined Space Meter (Multi-Gas Meter)	\$30
Peristaltic Pumps	\$20
Petro Flag Sample	\$25
Photoionization Detector (OVM/PID)	\$75
Soil Gas Sampling Equipment	\$100
Soil/Sediment VOC Supplies (Terra Core)	\$2 per sample
Soil/Sediment SPLP/TCLP Supplies (Encore)	\$ 10 per sample
Soil Vapor Extraction (SVE) Pilot Test Equipment	\$260
Survey Levels	\$30
Survey GPS Submeter Receiver	\$50
Survey GPS VRS Subcentimeter	\$100
Survey Robotic Total Station	\$100
Total Organic Vapor Analyzer	\$65
Transit Time Flowmeter	\$130 per day, \$520 per week, \$1,706 per month
Turbidity Meters	\$15
Water Level Indicator	\$15

- (a) Plus expendables and standard hourly rate for operator.
- (b) CT State sales tax may apply



CERTIFICATE OF ADOPTION
TOWN OF SOUTH HADLEY, MASSACHUSETTS
BOARD OF SELECTMEN
A RESOLUTION ADOPTING THE
TOWN OF SOUTH HADLEY 2016 HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Town of South Hadley established a Committee to prepare the **2016 Hazard Mitigation Plan Update**; and

WHEREAS, the Town of South Hadley participated in the development of the Town of South Hadley **2016 Hazard Mitigation Plan Update**;

and WHEREAS, the Town of South Hadley **2016 Hazard Mitigation Plan Update** contains several potential future projects to mitigate potential impacts from natural hazards in the Town of South Hadley, and

WHEREAS, a duly-noticed public meeting was held by the Board of Selectmen on _____ for the public and municipality to review prior to consideration of this resolution; and

WHEREAS, the Town of South Hadley authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan, and

NOW, THEREFORE BE IT RESOLVED that the Town of South Hadley Board of Selectmen formally approves and adopts the Town of South Hadley **2016 Hazard Mitigation Plan Update**, in accordance with M.G.L. c. 40.

ADOPTED AND SIGNED this

ATTEST

2016 Hazard Mitigation Plan Update



Laura Krutzler <lkrutzler@southhadleyma.gov>

Fwd: South Hadley, MA Approvable pending Adoption

Shart <shart@southhadleyma.gov>
To: Laura Krutzler <lkrutzler@southhadleyma.gov>

Thu, Aug 11, 2016 at 1:43 PM

Sent from my iPhone

Begin forwarded message:

From: "Ratte, Catherine" <CRATTE@PVPC.ORG>
Date: August 3, 2016 at 10:04:55 AM EDT
To: Sharon Hart <shart@southhadleyma.gov>
Cc: 'Jamie Caplan' <jamie@jamiecaplan.com>, 'Richard Harris' <rharris@southhadleyma.gov>
Subject: FW: South Hadley, MA Approvable pending Adoption

Hi Sharon:

Per the email from MEMA, as soon as South Hadley has formally adopted your 'conditionally approved by FEMA Hazard Mitigation Plan Update', per the procedure described in the plan:

WHEREAS, a duly-noticed public meeting was held by the Board of Selectmen on _____ for the public and municipality to review prior to consideration of this resolution; and

WHEREAS, the Town of South Hadley authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan, and

NOW, THEREFORE BE IT RESOLVED that the Town of South Hadley Board of Selectmen formally approves and adopts the Town of South Hadley **2016 Hazard Mitigation Plan Update**, in accordance with M.G.L. c. 40.

--we will need to integrate the signed adoption certificate into the updated plan.

Please let me know if you need any assistance from us.

Here is the final version of the plan conditionally approved by FEMA.

-Catherine

Catherine Ratte'

Principal Planner/Section Manager

Land Use Environment

Pioneer Valley Planning Commission

60 Congress Street First Floor

Springfield MA 01104

Agency Phone: 413/781-6045, ext 311

Direct Line: 413/285-1174

Cell: 413/695-0074

www.pvpc.org

From: Surette, Melissa [<mailto:Melissa.Surette@fema.dhs.gov>]

Sent: Thursday, July 21, 2016 9:09 AM

To: shart@southhadleyma.gov

Cc: Ndikum-Nyada, Brigitte; Hilliard, Marilyn; Lavallee, Denise; White, Sarah (CDA); Groff, Marybeth (CDA); Mitigation (CDA); Ratte, Catherine

Subject: South Hadley, MA Approvable pending Adoption

Importance: High

Congratulations!

FEMA Region I has completed its review of the South Hadley, MA Hazard Mitigation Plan and found it approvable pending adoption. With this approval, the jurisdiction meets the local mitigation planning requirements under 44 CFR 201 **pending FEMA's receipt of electronic copies of the adoption documentation and the final plan.**

These items should be provided to your State's mitigation planning point of contact who will ensure they are forwarded to FEMA. Acceptable electronic formats include Word or PDF files and must be submitted to us via email at fema-r1-mitigationplans@fema.dhs.gov. Upon FEMA's receipt of these documents, a formal letter of approval will be issued, along with the final FEMA Checklist and Assessment.

The FEMA letter of formal approval will confirm the jurisdiction's eligibility to apply for Mitigation grants administered by FEMA and identify related issues affecting eligibility, if any. If the plan is not adopted within one calendar year of FEMA's Approval Pending Adoption, the jurisdiction must update the entire plan and resubmit it for FEMA review. If you have questions or wish to discuss this determination further, please contact me at Melissa.Surette@fema.dhs.gov or 617-956-7559.

Thank you for submitting the South Hadley, MA Hazard Mitigation Plan and congratulations again on your successful community planning efforts.

Sincerely,

Melissa A. Surette

Senior Planner, Risk Analysis Branch

FEMA Region I

99 High Street

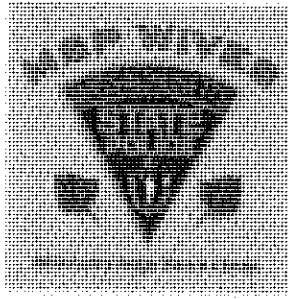
Boston, MA 02110

Email: Melissa.Surette@fema.dhs.gov

Office: 617.956.7559

Cellular: 617.794.0292

 **SouthHadleyMA_FEMA_Edits.docx**
17808K



msp.wives1@gmail.com

To whom it may concern:

We are the Massachusetts State Police WIVES. We are on a mission to cover the entire State of Massachusetts with Blue Ribbons to support ALL our Law Enforcement.

We are asking each town/city for the approval to place the ribbons in/or around the center of the town/city. We invite all town/city officials to be part of the event when it comes to your town/city and we also invite the police department in your town/city to be part of this wonderful event.

Our group would be thrilled if we get your blessing for this to happen in your town/city.

If you have any questions feel free to reach out. Our email address is above for contact.

Thank you in advance for all your kindness and support.

Respectfully,
MSP WIVES



Laura Krutzler <lkrutzler@southhadleyma.gov>

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

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

Sun, Jul 24, 2016 at 8:38 AM

Application for Appointment to Board, Commission, or Committee

Step 1

Committees

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

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

Please Note: *when submitting online, when you click the "submit" button you are agreeing to read a copy of the Massachusetts General Laws Chapter 268A "Conflict of Interest" provided by the Town Clerk, if appointed, and to the best of your abilities agree to abide by the provisions of the statute. You may receive a phone call to confirm your interest in the appointment.*

Choose From the Following Canal Park Committee

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

Please give any details regarding your interest in this appointment? To help steward the current mission and vision of the committee, while preserving the canal's rich and unique story for future generations. Furthermore, with adequate funding, resources and member involvement, work to develop solutions for improving and enhancing the overall visitor experience and storytelling to the SH community and beyond.

Please Provide the Following Information

Name	Aaron Haesaert
Email	ahaesaert@gmail.com
Address1	47 San Souci Dr
Address2	<i>Field not completed.</i>
City	South Hadley
State	MA
Zip	01075
Primary Phone	617-838-5957 (cell)
Alternate Phone	413-437-7770 (home)
Cell Phone:	617-838-5957

General Questions

Are you a registered voter in the Town of South Hadley?	Yes
Are you a Town Meeting Member?	No
Is any of your immediate family employed by the Town of South Hadley?	No
Do you now or have you previously served in Town government?	No
What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)	Creative Director at Mt Holyoke College; 20 years of brand development for companies, organizations and institutions, including visitor experience programs for heritage parks (Detroit Riverwalk, MotorCities National Heritage Area in central Michigan) and wayfinding/visitor journey programs for museums, childrens' activity centers and public transit centers.
Please list any additional information you think may be helpful in reviewing your application.	<i>Field not completed.</i>
How did you learn of the vacancy you are applying for?	Another Resident

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

Mitch Resnik

Upload a Letter of Interest

Field not completed.

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



Laura Krutzler <lkrutzler@southhadleyma.gov>

Canal Park Committee appointments

Mitchell Resnick <jmresnick@comcast.net>
To: selectboard@southhadleyma.gov

Fri, Aug 5, 2016 at 11:13 AM

Dear Selectboard,

This message is sent to support the applications of Joshua Driver and Aaron Haesaert to join the Canal Park Committee as full members.

With confidence, I know that both Josh and Aaron will bring to the Committee knowledge, enthusiasm, and experience, not only from their professional backgrounds, but also from their personal interests. I am certain that they will prove to be articulate voices and positive active supporters to promote the Committee's mission.

From the Town's Bylaws Section 412 -

"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."

Thank you for your consideration of their applications.

Mitch

Mitch Resnick
41 Ashton Lane
South Hadley, MA 01075
(413) 534-7735 (home)
(413) 478-4208 (mobile)
jmresnick@comcast.net



Laura Krutzler <lkrutzler@southhadleyma.gov>

Resignation from Bike/Walk Committee

Linda Young <lyoung@mtholyoke.edu>

Mon, Aug 8, 2016 at 1:07 PM

To: Selectboard <selectbrd@southhadleyma.gov>, Mike Sullivan <msullivan@southhadleyma.gov>

Cc: Laura Krutzler <lkrutzler@southhadleyma.gov>, jhine@southhadleyma.gov

After careful thought, I am resigning from the Bike/Walk Committee effective today. This is a widely enthusiastic and dedicated group of people who have already done so much for South Hadley with more great things to come. South Hadley is so very fortunate to have them.

Linda Young

Major Goals of the Town Administrator Fiscal Year 2017

1. Communication/community relations

- Branding/image-building, increase use of social media
- Work to develop a system for board and commissions to better communicate projects to the public
- Increase circulation of TA Report, submit columns to news outlets about South Hadley
- Increase TA attendance at various boards/commissions
- Create “Saturday Symposiums” or something similar to discuss community and other topical issues.
- Test emergency notification system on a quarterly basis, town closings, adoption of Civic Ready
- Examine, explore opportunities to increase customer access to online payments and other services

2. Organizational structure

- Examine functions of boards, consider or recommend best practices from other municipalities to be utilized with boards
- Review all present managers, as to potential organizational changes, adjustments and or promotions
- Submit an updated South Hadley Organizational Chart
- Increase Town website use and functionality, i.e. board/commission use, departmental use, more regular updates of material, update links. Including training to boards and commissions.
- Improve process for annual appointments

3. Policy development

- Assist thorough review and codification of town bylaws
- Continue to streamline of government process in all departments and continue to develop written policies and procedures
- Expand department policy development and include in General Code project
- Continue Town employee professional development
- Seek best practices in other communities or through state agencies which may assist the Town
- Policy on improving circulation of open positions with an efficient and effective focus.

4. Innovation (projects/initiatives/streamlining)

- Develop a short-term and long-term plan for the Town Hall building, continue renovations
- Alternative transportation initiatives
 - Bike path study, PVTA
 - “Green Communities”
- Seek opportunities through Community Compact and other state a federal associations/agreements
- Continue to explore and develop “Creative Economy” opportunities
- Municipal technology
 - Swipe cards
 - Remote monitoring
- Continue to work with HG&E to enhance assets

5. Fiscal management

- Continue to evaluate long-term borrowing and debt retirement strategies for the town, collection of fees and taxes
- Ensure that audit reports are widely circulated and discussed
- Review all fees and charges from various departments
- Review budget process for FY 17 and FY 18 with the intent to standardize the process for future
- Research and recommend some financial transparency platforms for website

TOWN OF SOUTH HADLEY

JOHN R. HINE
Chair
SARAH ETELMAN
Vice-Chair
BRUCE C. FORCIER
Clerk
IRA J. BREZINSKY
Member
FRANCIS J. DETOMA
Member



MICHAEL J. SULLIVAN
Town Administrator
Telephone (413) 538-5017
Fax (413) 534-1041

SELECTBOARD OFFICE
116 Main Street, Suite 109, South Hadley, Massachusetts 01075-2896
selectboard@southhadleyma.gov

August 9, 2016

Ms. Laura Schaefer
MA Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02202

Dear Ms. Schaefer:

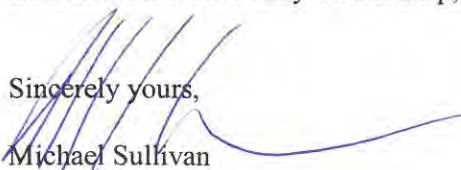
The Town of South Hadley strongly supports the waiver requests of the South Hadley Redevelopment Authority as to the need for initial appraisals of publicly owned property and of prospective easements for the multi-use paths along Buttery Brook and the Connecticut River.

As you know South Hadley Town Meeting has endorsed the creation of the Redevelopment Authority, and has annually appropriated funds for operations of the Authority and the development of the South Hadley Falls urban renewal plan. Given the close working and financial relationship between the Town and the Redevelopment Authority it makes little sense to expend limited resources on initial appraisals of municipal property. The Town anticipates that land transfers may likely occur with no exchange of funds between the Town and the Redevelopment Authority and as may be allowed by law. Thus, there may really be no need for an appraisal. The waiver request, at this time, is for a waiver of the required initial appraisal.

The second waiver request pertains to the needed easements to develop the multi-use paths along the Connecticut River and Buttery Brook. The Connecticut River multi-use path is also in the draft bicycle plan that the South Hadley Bike Walk Committee has been working on with Pioneer Valley Planning Commission. The exact location of these two multi-use paths will require additional study, engineering and design. Thus, it is premature to incur the cost for an initial appraisal for easements, many of which will be on municipally-owned property.

The Town supports the request for waivers as to the initial appraisals. Thank you for your positive review and assistance. If I can of any further help, please do not hesitate to call me.

Sincerely yours,


Michael Sullivan
Town Administrator

cc: F. DeToma
K. McCabe

August 12, 2016

Honorable Selectboard,

Please accept this as an abridged account of initiatives and activities performed by myself and town hall staff since my last report. Please note, this report is inordinately brief, largely due to the fact I have been away for several days during the last two weeks.

Pvt. Jewett Williams; The Town of South Hadley has been asked to participate in the return of the remains of Civil War Veteran Jewett Williams. Private Williams fought at Gettysburg and was at Appomattox for the surrender of the Confederacy by General Lee on April 9, 1865.

Jewett Williams died around 1922 in Oregon where his remains were left unclaimed until recently when the Maine Living History Museum in Livermore, Maine organized Jewett's return. After being transported across the country there will be a ceremony in each one of the New England States. The South Hadley Civil War monument which honors the many South Hadley patriots who served in defense of the union will be the site of the Massachusetts observance.

The date will be Saturday August 20 at 3:30 in the afternoon on the Village Common. It will include a motorcade of the Patriot Guard motorcycle group, a 21 gun salute, Civil War enactors and other military Color Guards. The public is invited to witness this piece of history, the entourage will proceed to Brattleboro, Vermont for that state's ceremony.

Thank you for the efforts of Interim Chief Steve Parentela, as well as DPW Superintendent Jim Reidy, to facilitate this event. We only recently were informed by South Hadley resident Richard Haste who is the local contact they were asking to hold this event in South Hadley, so the quick turnaround was important and necessary.

MIAA Rewards; I am pleased to inform the Selectboard through the efforts of many who participated in trainings and seminars throughout FY 16 the Town of South Hadley has earned an FY 17 credit of \$7,657 on our liability insurance bill. Thank you to Laura Krutzler who is diligent in communicating to departments and seeking certification from MIAA for the trainings.

This program also serves the obvious purpose of informing staff and management of innovations and best practices which allows us to keep employees safe and works to avert risk exposure. It is a basic fact that a better informed employee will be a better employee overall.

Administration has also referred a grant program to DPW Superintendent Jim Reidy who is working with WWTP Supervisor Melissa Labonte to submit to MIAA. The grant would be used to map and investigate sub-terrain sanitary sewer conditions, so we may better understand the defects and challenges in the aging system.

Health Insurance; I recently met with Art Bomengen from Millennium Advisors to discuss the general state of health insurance. We reviewed the various options from GIC to self-insured plans to other groups. As you recall last year the HCHIT increase was 6.8% and the trust management had called for an increase of 8.5%, I was able to absorb most of the increase in to the historic appropriation by utilizing

several strategies including reducing staffing levels. My fear is this year we have run out of runway so to speak. The staffing I have some influence on (the non-school side) is at or near as low as it is likely to go and continue to provide the core services. Although, we will not stop looking for more opportunities to use technology or other platforms to reduce personnel costs.

The HCHIT has admitted in a recent Insurance Advisory Committee meeting that the experience is trending in a positive direction and as far as the predicted four million dollar Armageddon short fall predicted in January they are likely only going to draw a million dollars or less from the very healthy twenty seven million dollar reserve. They have yet to admit their requested 8.5% increase earlier this year would have been usury and detrimental to the individual members municipal budgets.

I do have a concern an 8% plus increase at HCHIT would put add another \$300K to our over \$4 million dollar town-side health insurance cost. It is the primary reason why I drone on about the danger of this part of our budget (it is still unclear to even me why I drone on about other issues). As I have said in the past even with stop loss insurance I am fearful of "self-insured" plans.

In September I will begin the task of assembling a Section 19 committee. Each South Hadley union and retiree will have a representative at the table, the vote (if it ever even came to that) is weighed by the size of the union, the municipality would present any changes to the committee. This is required for all unions in town to have a mechanism to weigh in on any changes to health insurance plans.

As I have informed you before the HCHIT is looking at what some design plan changes would return to premium costs, but as much as I appreciate the effort I do see it as a longshot to realize any savings. Basically any change would have to be accepted by weighted vote approval of every union for all 64 communities and organizations (regional school districts, quasi government organizations, charter schools) members of HCHIT. I suspect you see why this is a longshot, if one towns assembled unions did not approve changes to co-pays or deductibles the redesign would be dead in the water. I am sure we will be discussing this more as the year progresses.

Thank you as always for your input and support,

Respectfully submitted,

Michael J. Sullivan

Town Administrator, South Hadley