

**HYBRID SELECTBOARD MEETING
TUESDAY, MARCH 7, 2023
AGENDA
SENIOR CENTER MULTI-PURPOSE ROOM
7 P.M.**

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<p>Note: Not all topics listed here may 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. This meeting may be audio and/or visually recorded.</p>
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- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES:** Draft Minutes of February 21, 2023
- 3. ANNOUNCEMENTS/OPEN FORUM**
- 4. CONSENT AGENDA**
 - A. Multi-Date Beer & Wine License Request from Jeff Milard for March 10, April 14 & May 12
 - B. One-Day Beer & Wine License Request from David Smith for June 3
- 5. 7:05 P.M. - PUBLIC HEARING:** Heavy Commercial Vehicle Exclusion on Spring Street, Hartford Street, Smith Street & Ludlow Road
- 6. RESIGNATION**
 - A. Jose Vazquez – Historical Commission
- 7. TRI-ANNUAL INTERVIEWS & APPOINTMENTS**
 - A. Kirsten Britton – Recreation Commission
 - B. Judy Gooch Dobosh – Human Rights Commission
 - C. Quentin Amrani – Recreation Commission
- 8. NEW BUSINESS**
 - A. Disability Commission Appointments
 - B. Draft Town Meeting agenda
 - C. ARPA Request: COA Medical Transportation Program - \$10,000
 - D. ARPA Request: Multiple purpose audio visual room funding
 - E. 2023 Annual Town Election Warrant
- 9. OLD BUSINESS**
 - A. Presentation of FY2024 Draft Budget
 - B. Trash/Recycling Contract
- 10. TOWN ADMINISTRATOR’S REPORT**
- 11. ADJOURN**

SELECTBOARD MEETING MOTIONS

March 7, 2023

MINUTES

- A. I move to accept the draft minutes of Feb. 21, 2023

CONSENT AGENDA

- A. I move to approve the consent agenda as presented.

PUBLIC HEARING - Heavy Commercial Vehicle Exclusion

- A. I move, pursuant to Article IX, Motor Vehicles and Traffic, of the Bylaws of the Town of South Hadley, to establish the following rule: The use and operation of heavy commercial vehicles, having a carrying capacity of more than 2 1/2 tons, are hereby restricted on Spring Street, Hartford Street, Smith Street and Ludlow Road.
Exemptions: this Section shall not apply to heavy commercial vehicles going to or coming from places upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjoining streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to Federal, State, Municipal or public service corporation owned vehicles.

RESIGNATION

- A. I move to accept the resignation of Jose Vazquez from the Historical Commission.

TRI-ANNUAL APPOINTMENTS

- A. I move to appoint Sheila Pennell to the Council on Aging to a term ending in 2024.
- B. I move to appoint Patrick Tracey to the Bike / Walk Committee to a term ending in 2023.
- C. I move to appoint Leo Labonte to the Historical Commission to a term ending in 2025.
- D. I move to appoint Renee Sweeney and Judy Gooch to the Human Rights Commission to terms ending in 2024 and 2025, respectively.
- E. I move to appoint _____ to the Recreation Commission to a term ending in 2025.

NEW BUSINESS

- A. I move to appoint to the Commission on Disabilities Marie Rohan to a term ending in 2023, Larry Dubois to a term ending in 2025, Tay Silveira to a term ending in 2025, and Rick Dunderdale to a term ending in 2024.
- B. No action needed for town meeting warrant yet.
- C. I move to expend \$10,000 from the town's American Rescue Plan Act funds for the Senior Center medical transportation program.
- D. I move to expend \$70,000 from the town's American Rescue Plan Act funds for audio visual improvements to the Senior Center Multi-Purpose Room.
- E. I move to approve the April 11, 2023 annual town election warrant as presented with hours of 7 a.m. to 8 p.m.

OLD BUSINESS

- A. No action needed until March 21 meeting.
- B. I move to extend the contract with Republic for one or two 1-year extensions OR move to go out to bid (should specify the terms).

ADJOURN - I move to adjourn.

**HYBRID SELECTBOARD MEETING
TUESDAY, FEB. 21, 2023
DRAFT MEETING MINUTES
SENIOR CENTER CONFERENCE ROOM
7 P.M.**

Present in person were Chair Jeff Cyr, Vice Chair Andrea Miles, Clerk Renee Sweeney, member Carol Constant, member Nicole Casolari, and Town Administrator Lisa Wong.

CALL TO ORDER

Cyr called the meeting to order at 7:37 p.m.

PUBLIC HEARING – E-Ink Flammable Storage License

Cyr opened the public hearing at 7:37 p.m. and closed it at 7:52 p.m. Sweeney motioned to grant a flammable storage license to 7 Gaylord Street upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended, and to allow the chair to sign the license on the board's behalf. Miles seconded. All in favor. Unanimous.

MINUTES

Constant motioned to accept the draft minutes of Feb. 7 and Feb. 9, 2023. Miles seconded. All in favor. Unanimous.

TRI-ANNUAL INTERVIEWS

The board interviewed Sheila Pennell for the Bike / Walk Committee and Council on Aging, Patrick Tracey for the Bike / Walk Committee, Leo Labonte for the Historical Commission and Historic District Study Committee, and Brendan Bartlett for the Recreation Commission. More interviews and appointments will occur at the March 7 meeting.

CONSENT AGENDA

Miles motioned to approve the consent agenda as presented. Sweeney seconded. All in favor. Unanimous.

NATIONAL OPIOID SETTLEMENTS

Miles motioned to authorize the town administrator to sign the settlement participation forms for the Allergan, Teva, CVS, Walgreens and Walmart Settlements. Sweeney seconded. All in favor. Unanimous.

PUBLIC HEARING – Trash/Recycle Contract

Cyr opened the public hearing at 8:20 p.m. and closed it at 8:53 p.m.

TOWN ACCOUNTANT REAPPOINTMENT

Constant motioned to appoint William Sutton as the Town Accountant for a five-year term starting January 1, 2023. Miles seconded. All in favor. Unanimous.

TOWN ADMINISTRATOR REAPPOINTMENT

Constant motioned to appoint a subcommittee of Cyr and Miles to negotiate a new contract for the Town Administrator that will start July 1, 2024. Casolari seconded. All in favor. Unanimous.

REMOTE PARTICIPATION POLICY

Miles motioned to authorize remote participation pursuant to the requirements of G.L. c. 30A §18-26 and 940 CMR 29.10 for all future meetings of multi-member bodies in the Town of South Hadley, and further that the Selectboard Remote Participation Policy dated Feb. 21, 2023 is hereby adopted. Constant seconded. All in favor. Unanimous.

FY24 BUDGET

Wong gave an update on the budget and said she is working to schedule a joint meeting on March 16 with the board and school committee.

RESIGNATION

Constant motioned to accept the resignations of Pamela Peck from the Council on Aging, Raghu Raghavan from the Sustainability and Energy Commission, and Jennifer Deforge from the Sustainability and Energy Commission with regret. Miles seconded. All in favor. Unanimous.

TA REPORT

For the full town administrator's report, see the Feb. 21, 2023 Selectboard meeting packet.

ADJOURN

Miles motioned to adjourn. Sweeney seconded. All in favor. Unanimous.

The meeting adjourned at 8:52 p.m.

**Respectfully submitted,
Kristin Maher
Executive Assistant to Administration**



OD-77

1 Day Alcohol License

Status: Active

Date Created: Feb 18, 2023

Applicant Email

APPLICATIONS MUST BE SUBMITTED AT LEAST TWO WEEKS IN ADVANCE OF AN EVENT. APPLICATIONS SUBMITTED LESS THAN TWO WEEKS IN ADVANCE WILL NOT BE ACCEPTED FOR REVIEW BY THE SELECTBOARD.

Permit Info

Permit For

1 Day Beer and Wine

Check This Box to Request Multiple Dates



Number of Dates Requested

3

Check this box to acknowledge that individual applicants can be approved for up to 30 permits per year.



Event Details

Date of Event

03/10/2023

Name or Organization Hosting Event

Gaylord Memorial Library Association

Provide a Detailed Description of What The Event Is

Monthly Wine Down fundraiser. \$10 entry gets tickets for up to 3 small pours of wine or beer. Light snacks are also available.

Street Address of Where The Event is Held

47 College St

Hours of Operation (Ex. 8:00 AM - 5:00 PM)

5:00 PM - 7:00 PM

Date of Event

04/14/2023

Name or Organization Hosting Event

Gaylord Memorial Library Association

Provide a Detailed Description of What The Event Is

Monthly Wine Down fundraiser. \$10 entry gets tickets for up to 3 small pours of wine or beer. Light snacks are also available.

Street Address of Where The Event is Held

47 College St

Hours of Operation (Ex. 8:00 AM - 5:00 PM)

5:00 PM - 7:00 PM

Date of Event

05/12/2023

Name or Organization Hosting Event

Gaylord Memorial Library Association

Provide a Detailed Description of What The Event Is

Monthly Wine Down fundraiser. \$10 entry gets tickets for up to 3 small pours of wine or beer. Light snacks are also available.

Street Address of Where The Event is Held

47 College St

Hours of Operation (Ex. 8:00 AM - 5:00 PM)

5:00 PM - 7:00 PM



OD-78

1 Day Alcohol License

Status: Active

Date Created: Mar 2, 2023

Applicant Email

APPLICATIONS MUST BE SUBMITTED AT LEAST TWO WEEKS IN ADVANCE OF AN EVENT. APPLICATIONS SUBMITTED LESS THAN TWO WEEKS IN ADVANCE WILL NOT BE ACCEPTED FOR REVIEW BY THE SELECTBOARD.

Permit Info

Permit For

1 Day Beer and Wine

Check this box to acknowledge that individual applicants can be approved for up to 30 permits per year.



Event Details

Date of Event

06/03/2023

Name or Organization Hosting Event

David Smith

Provide a Detailed Description of What The Event Is

TJO Pet Rocks Event - Fundraiser for Animals w/Pat Kelly of Rock 102

Street Address of Where The Event is Held

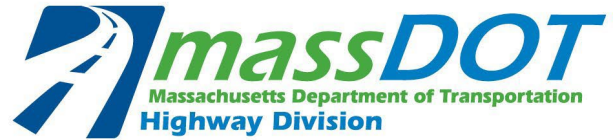
749 New Ludlow Rd. South Hadley, MA

Hours of Operation (Ex. 8:00 AM - 5:00 PM)

Noon-11:30pm



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Fiandaca, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



January 24, 2023

Ms. Lisa Wong
Town Administrator
116 Main St, Room M18
South Hadley, MA 01075

Dear Ms. Wong:

This is in reference to the Town's recent request for a heavy commercial vehicle exclusions (HCVE) on Spring Street, Hartford Street, Smith Street and Ludlow Road in South Hadley.

Please be advised that both our District 2 Traffic Engineering Section and our Boston Office Regulations Section are in agreement with the Town regarding approval of a 24 hour HCVE for vehicles exceeding 2 ½ ton carrying capacity on Spring Street, Hartford Street, Smith Street and Ludlow Road.

At your earliest convenience, please forward to this office an original document, signed by the Board of Selectmen and attested by the Town Clerk, of the official city ordinance adopting this HCVE regulation for Spring Street, Hartford Street, Smith Street and Ludlow Road Massachusetts Department of Transportation, Highway Division, Traffic and Safety Engineering, Room 7520, 10 Park Plaza, Boston, Massachusetts 02116-3973, for further processing. MassDOT will then issue the appropriate permit accordingly.

Thank you in advance for your attention to this matter.

Sincerely,

James Danila
State Traffic Engineer

RFW/
Cc: Dist. 2 Traffic



June 15, 2022

Chris Bouchard
DPW Director – Town of South Hadley
10 Industrial Drive
South Hadley, MA 01075

Doug Ellis, PE
City Engineer – City of Chicopee
115 Baskin Drive
Chicopee, MA 01020

**Re: Truck Exclusion Study – Spring Street, Hartford Street, and Ludlow Road
Revised for Smith Street, Hampshire Street* and Britton Street*
*Roadways within the City of Chicopee**

Dear Mr. Bouchard:

At the request of the Town of South Hadley, City of Chicopee, and Massachusetts Department of Transportation (MassDOT) District 2, BETA Group, Inc. (BETA) respectfully submits the following updated Truck Exclusion Study for the neighborhood of Ludlow Road (and surrounding).

EVALUATION UPDATES

BETA Group, Inc. (BETA) conducted an evaluation for a truck (heavy commercial vehicles) exclusion on Spring Street, Hartford Street, and Ludlow Road in the Town of South Hadley, Massachusetts (the Town) in a letter dated December 10, 2021, which was submitted to MassDOT District 2 for approval. The assessment included an evaluation of existing roadway conditions, traffic volumes, speeds, and vehicle classification, crash history, and an evaluation of prospective alternative routes. The above were evaluated in accordance with guidelines outlined in Section 10A-9 of the *Massachusetts Amendments to the Manual on Uniform Traffic Control Devices (MUTCD)*, revised January 2012.

In response to the above stated evaluation, BETA met with the Town and representatives from MassDOT District 2 on March 4, 2022 to discuss the results of the Truck Exclusion Evaluation. It is understood that MassDOT was generally in favor of the original exclusion for Ludlow Road but given the location of the roadways desired the exclusion be expanded to discourage trucks shifting to other roadways in the neighborhood.

At the guidance of MassDOT, this truck exclusion assessment has been expanded to include the roadways of Smith Street (in South Hadley), Hampshire Street and Britton Road (both in the City of Chicopee). Further, the previous evaluation of Ludlow Road which terminated at the Town Line is expanded through Chicopee to Montcalm Street. These roadways were desired as they serve the most likely alternative route should Ludlow Road be restricted to heavy vehicles. BETA met with the City of Chicopee (the City) on March 10, 2022 to discuss the recommendations from MassDOT to which the City expressed favor. Under the guidance of MassDOT District 2, the following assessment has been updated to include the three additional roadways in the Town of South Hadley and City of Chicopee. There are no changes to the three alternative routes previously defined.

STUDY AREA

The study area is graphically depicted in **Figure 1**, which is located on the border of South Hadley and Chicopee, near the border with the City of Holyoke. The Connecticut River separates the City of Holyoke from Chicopee and South Hadley. Bridge access between the municipalities is provided via Route 116 to the west of the study area. Regional travel in the area is provided via Route 33 to the east which connects Interstate 90 (MassPike) at the south, US Route 202 and Route 116 to the north. Westover Air Reserve Base is located due southeast of the study area within the City of Chicopee.

Spring Street is an urban collector under Town of South Hadley jurisdiction generally providing one-way eastbound travel from South Main Street to Hartford Street. The roadway is approximately 20 feet wide and provides on-street parking along the northern side. A five-foot wide asphalt sidewalk with curbing is provided along the northern side of the roadway. Utility poles are located on the south side of the roadway, crossing to the north side in the vicinity of the cemetery. Speed limit signs are not posted for the roadway, suggesting a prima facie speed limit of 30 miles per hour (mph) for Thickly Settled roadways. Roadway striping is generally not provided. A painted bulb-out is provided on the western side of the roadway at its intersection with South Main Street. This reduces the radius of left turns into the roadway and restricts parking near the intersection. **Bolton Street** is an urban collector under Town jurisdiction generally providing one-way westbound travel from Hartford Street to Lamb Street and serves as the second half of the one-way pair to Spring Street. The roadway is approximately 23 feet wide and provides on-street parking on the northern side. A three-to-four-foot-wide asphalt sidewalk and three-to-five-foot-wide grass strip is provided along the northern side of the roadway. Utility poles are generally located on the northern side of the roadway. Speed limit signs are not posted for the roadway, suggesting a prima facie speed limit of 30 mph for Thickly Settled roadways. Roadway striping is generally not provided, though a gore area defines the eastern (outside) side of a 90° left turn at its intersection with Hartford Street.

At the intersection with Lamb Street, the roadway is marked to provide a left turn lane and a right turn lane. Both **Spring Street** and **Bolton Street** are primarily residential roadways located in the Residence B¹ district. Spring Street also services a cemetery.

Hartford Street is an urban collector under Town jurisdiction generally providing two-way north/south travel between Bolton Street and Hampshire Street. The roadway is approximately 24 feet wide with non-prohibited on-street parking. Sidewalks are generally provided on both sides of Hartford Street but vary in treatment. Between Spring Street and Ludlow Road, the western side of the roadway provides a five-foot wide asphalt sidewalk, and the eastern side provides a four-foot-wide asphalt sidewalk separated by a three-foot wide grass strip. South of Ludlow Road, the grass strip disappears. Utility poles are generally located on the east side of the roadway north of Ludlow Road, crossing to the west side south of Ludlow Road. Speed limit signs are not posted for the roadway, suggesting a prima facie speed limit of 30 mph for Thickly Settled roadways. Roadway striping is not provided, save for crosswalk locations at intersections. Land use along the roadway is primarily residential, located in the Residence B¹ district.

¹ Town of South Hadley Zoning Map, March 2013

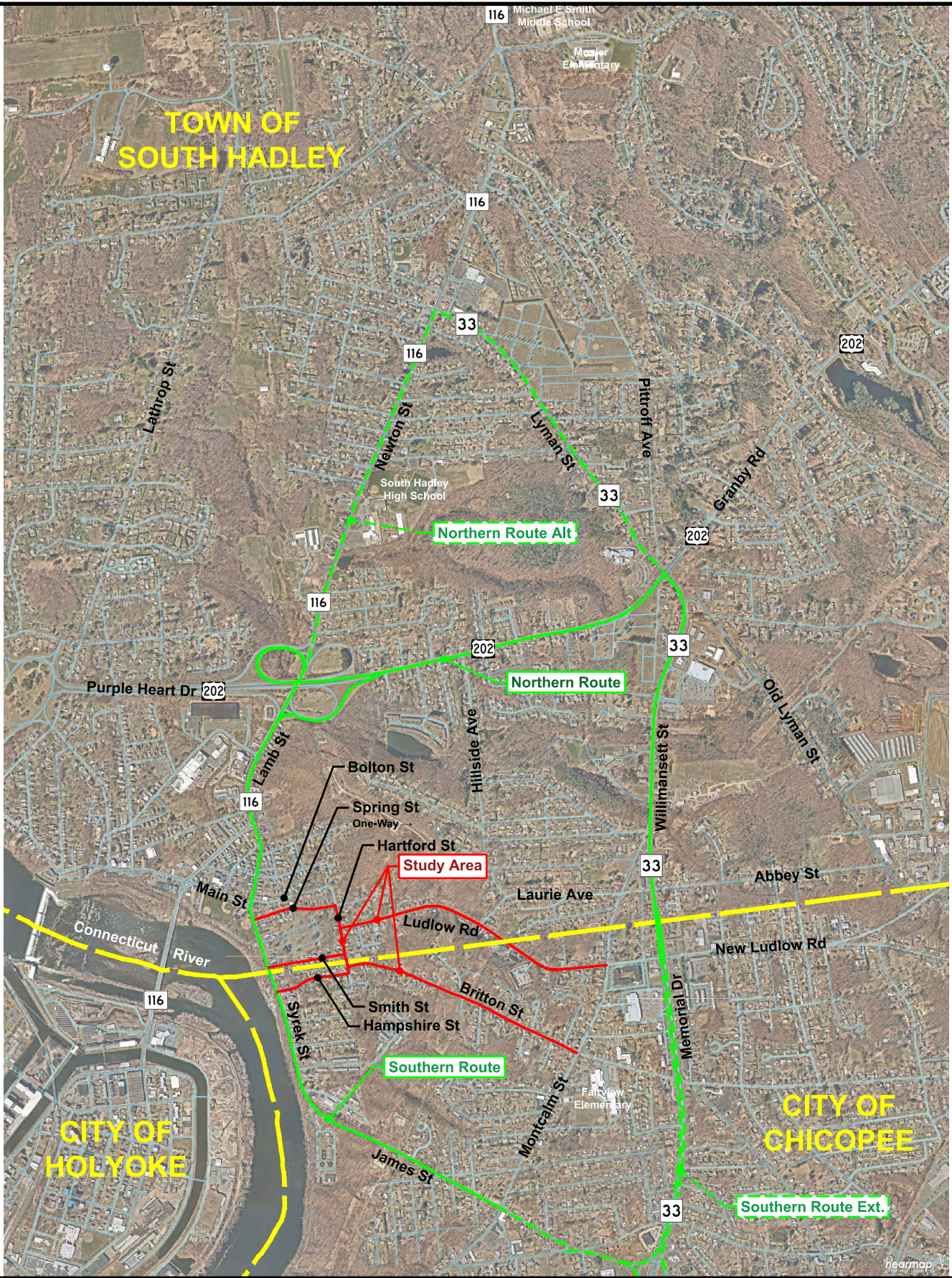


Figure 1
Study Area and Truck Route Map
Approx. Scale: 1" = 1800'

Chris Bouchard - DPW Director – Town of South Hadley

Doug Ellis, PE – City Engineer – City of Chicopee

June 15, 2022

Page 4 of 19

Ludlow Road is an urban collector under Town jurisdiction generally providing two-way east/west travel between Hartford Street and Laurie Avenue in the Town of South Hadley. East of Laurie Avenue, at the Chicopee City Limits, Ludlow Road becomes “New Ludlow Road” and continues eastward towards Memorial Drive (Route 33).



Ludlow Road at Grace Street Looking West to Hartford Street

The roadway is approximately 30 feet wide with non-prohibited on-street parking. Approximately 630 feet of five-foot wide asphalt sidewalk is provided on the southern side of the roadway from Hartford Street. Thereafter, no sidewalks are provided on either side. Utility poles are generally located on the northern side of the roadway. Steel guardrail defines the northern side of the roadway in the vicinity of a ± 500 -foot radius horizontal curve northwest of the Town Line/Laurie Avenue.



Ludlow Road at House #40 Looking East to Horizontal Curve

This horizontal curvature area has a steep vertical alignment (6 to 8%) with westbound vehicles traveling downgrade. The steep downgrade encourages higher speeds and speeding. The roadway is posted with 30 mph speed limit signs. It is noted that *Special Speed Regulation No. 4085*, dated November 28, 1978, defines the roadway with a speed limit of 35 mph. This suggests the existing speed limit signs are non-conforming. Roadway striping is accommodated by a double yellow centerline separating east and westbound traffic. Land use along the roadway is residential and wooded. The western portion of Ludlow Road is located within the Residence B district. East of the horizontal curve, near Laurie Avenue, Ludlow Road is zoned as Residence A-1¹.

UPDATED STUDY AREA ROADWAYS

Smith Street is a local roadway under Town jurisdiction, generally providing two-way east/west travel between Hartford Street and Main Street. The roadway is approximately 20 feet wide with non-prohibited on-street parking. Sidewalks are generally provided on both sides of Smith Street but vary in treatment. Utility poles are located on the eastbound side of the roadway. Speed limit signs are not posted for the roadway, suggesting a prima facie speed limit of 30 mph for Thickly Settled roadways. Roadway striping is not provided, save for crosswalk locations at intersections. Smith Street has bituminous/asphalt curbing. Land use along the roadway is primarily residential, located in the Residence B¹ zoning district.

Britton Street is a local roadway under City jurisdiction generally providing two-way east/west travel between Hartford Street and Old Lyman Road. The roadway is approximately 24 feet wide with non-prohibited on-street parking. Directional travel is separated by double yellow center line with no painted shoulders. Sidewalks are generally provided on one side of Britton Street but vary in treatment. Between Hartford Street and Montcalm Street, the eastbound side of the roadway provides a four-foot-wide cement concrete sidewalk. East of Montcalm Street, there are four-foot-wide cement concrete sidewalks on both sides of the road. Utility poles are generally located on the eastbound side of the roadway. The roadway is posted with 30 mph speed limit signs. BETA solicited speed regulations from MassDOT for the roadway, for which none are available. Roadway edging varies but is generally accommodated by bituminous/asphalt curbing. Land use along the roadway is primarily residential, located in the Residential A² district with some sections zoned as Residential B, Business A, and Business B.

Hampshire Street is a local roadway under City jurisdiction generally providing two-way east/west travel between Hartford Street and Syrek Street. The roadway is approximately 24 feet wide with non-prohibited on-street parking. There are no sidewalks provided either side of Hampshire Street. Utility poles are located on both sides of the roadway. Speed limit signs are not posted for the roadway, suggesting a prima facie speed limit of 30 mph for Thickly Settled roadways. Roadway striping is not provided, save for crosswalk locations at intersections. There is no roadway curbing on Hampshire Street. Land use along the roadway is primarily residential, located in the Residential A zoning district.

TRAFFIC DATA SUMMARY

Traffic data was obtained via Automatic Traffic Recorder (ATR) for 48-hours on three study area roadways; Spring Street, Hartford Street, and Ludlow Road; from Tuesday October 26th to Wednesday October 27th, 2021. The data collection obtained traffic volumes, speeds, and vehicle classification.

² City of Chicopee Zoning Map, May 2017

Following a discussion with MassDOT, which recommended the expansion of the study area, supplemental traffic data was obtained from the City of Chicopee for Smith Street (in South Hadley), Hampshire Street and Britton Street between April 21 and April 28, 2022. The data collection included traffic volumes and vehicle classification for a 24-hour period for each roadway. Vehicle speed data was not obtained.

ADJUSTMENT AND COVID-19

BETA reviewed the need to seasonally adjust the collected October 2021 traffic data based on MassDOT 2019 Weekday Seasonal Adjustment Factors worksheet. The data suggests volumes in October are higher than the average month. To be conservative, the collected data was not adjusted. Further, it is noted that data were obtained during the COVID-19 pandemic which has seen dramatic shifts in travel patterns given changes in activity for the sake of public and personal safety. In response, MassDOT offered guidelines and an Engineering Directive to address these conditions. The directive recommends collected data be adjusted based on historical data to represent pre-pandemic conditions. For the purposes of this study, BETA reviewed MassDOT traffic volumes obtained at Station 2140 on Syrek Street in Chicopee. The data suggests two-way traffic volumes obtained in 2020 were 20% lower than similar volumes obtained in 2019. This suggests an adjustment factor of approximately 1.25 be applied to the data collected in October 2021. However, it is noted that as facilities, workplaces, event spaces, schools, and other activities have resumed operations throughout 2021, traffic has been increasing much more rapidly than in 2020. Unfortunately, a direct local comparison of 2021 data versus 2019 data is not available for the study area. Since this study is focused on heavy vehicle restrictions, adjusting the volume data will not alter the conclusions of the study.

The data obtained by the City of Chicopee in April 2022 was also not adjusted, generally in accordance with the above exercise.

TRAFFIC VOLUME SUMMARY

A summary of the October 2021 data collection is provided in **Table 1**.

As seen in the table, Hartford Street was generally found to have the highest average daily volume (ADT) with approximately 1,828 vehicles per day (vpd). This suggests that vehicles on Hartford Street likely also utilize Britton Street, to the south, in addition to Ludlow Road. Directional split for Hartford Street was higher in the northbound direction (54%) over the course of the day, with truck percentages of approximately 5% of all traffic. Notably, truck percentages were lower in the southbound direction towards Ludlow Road. Measured 85th percentile speeds were found to be consistent with 25 miles per hour (mph) in both directions. This is slightly lower than the Thickly Settled prima facie speed limit of 30 mph, but could be representative of the narrow roadway with on-street parking.

Ludlow Road was found to have the second highest ADT with 1,607 vpd, primarily traveling westbound (53%). Truck percentage was found to be approximately 6% of traffic. Measured 85th percentile speeds were found to be 38 mph eastbound and 37 mph westbound. This is higher than the posted 30 mph speed limit signs, but roughly consistent with the 35 mph speed regulation on file with MassDOT. The vertical alignment in the area of the horizontal curve encourages high downhill speeds in the westbound direction.

Spring Street was found to have an ADT of approximately 1,000 vpd and serves one-way eastbound traffic. The roadway had a truck percentage of 3.7% with 85th percentile speeds of 28 mph. The measured speed is consistent with the 30 mph Thickly Settled prima facie speed limit.

Table 1: Traffic Data Summary for South Hadley – October 2021

Location	Direction	Volume	Classification		Speed			
		ADT	Truck Pct.	2 Axle 6 Tire Pct.	Posted ¹	Regulation	Measured	
							50th	85th
Ludlow Road btw Hartford and Laurie	EB	757	5.6%	4.9%	30	35	33	38
	WB	850	6.1%	5.3%	30	35	31	37
	TOTAL	1,607	5.9%	5.1%	-	-	-	-
Hartford Street South of Spring Street	NB	986	6.2%	5.4%	30	-	22	26
	SB	843	3.9%	3.3%	30	-	19	23
	TOTAL	1,828	5.1%	4.4%	-	-	-	-
Spring Street West of Hartford Street	EB	1,001	3.7%	3.3%	30	-	23	28
	WB	<i>ONE WAY</i>						
	TOTAL	1,001	3.7%	3.3%	-	-	-	-

EB – Eastbound, WB – Westbound, NB – Northbound, SB – Southbound

ADT – Average Daily Traffic in vehicles per day Vehicle speed reported in miles per hour (mph)

¹ Italicized posted speed limits are reported as prima facie speeds for Thickly Settled areas.

Data obtained October 26-27, 2021

“Truck” defined as two axle six tire vehicles and larger (does not include buses)

The data found the majority of truck traffic along the local roadways were 2-Axle 6 Tire trucks, typically consistent with single unit box trucks, delivery trucks, large oversized pickup trucks, or other commercial vehicles. Often these vehicles are either serving the local residences or are otherwise not applicable to a heavy vehicle restriction. Larger, articulated, trucks generally only represent 0.5% to 1.0% of vehicle traffic on study area roadways.

Weekday peak hour volumes were evaluated which found in **Table 2**.

Table 2: Peak Hour Traffic Volume Summary – October 2021

Location	ADT	Weekday AM Peak Hour			Weekday PM Peak Hour		
		Volume	K-Factor	Split	Volume	K-Factor	Split
Ludlow Road btw Hartford and Laurie	1,607	107	6.6%	64% WB	177	11.0%	51% WB
Hartford Street South of Spring Street	1,828	123	6.7%	64% NB	187	10.2%	52% SB
Spring Street West of Hartford Street	1,001	56	5.5%	One-Way EB	118	11.7%	One-Way EB

EB – Eastbound, WB – Westbound, NB – Northbound, SB – Southbound

ADT – Average Daily Traffic in vehicles per day

K-Factor – Percent of daily traffic occurring during the peak hour.

Data obtained October 26-27, 2021

Consistent with daily volume trends, Hartford Street was found to have the highest peak hour volume in the study area with approximately 123 vehicles per hour (vph) in the morning (AM) and 187 vph in the afternoon (PM). This represents a peak hour K-Factor of 10.2% in the afternoon. Travel patterns were found to be 64% northbound in the morning and 52% southbound in the afternoon.

Ludlow Road was found to have peak hour volumes of 107 vph in the morning and 177 vph in the afternoon with a peak hour K-Factor of 11.0% in the PM peak. Directional splits were 64% westbound in the morning and 51% westbound in the afternoon. Combined, this suggests more traffic is traveling towards South Hadley and Holyoke throughout the day rather than towards Route 33 which is counter to original assumptions.

Spring Street was found to have peak hour volumes of 56 vph in the morning and 118 vph in the afternoon, with a peak hour K-Factor of 10.2% in the PM peak. Interestingly, the peak hour volume doubles in the afternoon when compared to the morning, though the increase in volume is generally consistent with the increases in peak hour volume of the other study area roadways. Since the roadway is one-way, all volume travels eastbound.

A summary of the supplemental data collection in April 2022 as part of the City of Chicopee roadways is provided in **Table 3**. It is noted that speeds were not collected as part of this exercise. BETA evaluated speed regulations from MassDOT for the relevant roadways, for which there are none. All three roadways were found to have much lower volume than their South Hadley counterparts, generally suggesting that Ludlow Road is more frequently utilized, likely due to its direct connection with New Ludlow Road.

Table 3: City of Chicopee Traffic Volume Update

Location	Direction	Volume	Classification		Peak Hour Volume		K-Factor
		ADT	Truck Pct.	2 Axle 6 Tire Pct.	AM	PM	
Britton Street	EB	447	2.9%	2.2%	31	48	9.3%
	WB	484	8.3%	7.4%	34	47	
	TOTAL	931	5.6%	4.8%	60	87	
Smith Street*	EB	339	4.4%	3.8%	31	34	8.9%
	WB	288	4.1%	3.8%	23	22	
	TOTAL	627	4.3%	3.8%	47	56	
Hampshire Street	EB	59	6.8%	6.8%	4	6	8.8%
	WB	66	3.0%	3.0%	8	7	
	TOTAL	125	4.8%	4.8%	9	11	

*Smith Street is located in South Hadley

EB – Eastbound, WB – Westbound, NB – Northbound, SB – Southbound

K-Factor – Percent of daily traffic occurring during the peak hour.

ADT – Average Daily Traffic in vehicles per day

Data obtained April 21-28, 2022 “Truck” defined as two axle six tire vehicles and larger (does not include buses)

As seen in the table, Britton Street had a daily traffic volume of approximately 931 vpd with a K factor of 9.3%. Peak hour volumes were found to be 60 vph in the morning and 87 vph in the evening. Volume is generally split 50/50 by direction throughout the day and during each peak hour. The truck percentage was found to be higher in the westbound direction, with an overall percentage slightly higher than 5% with the majority being represented by 2-Axle Six Tire trucks.

Smith Street had a daily traffic volume of approximately 627 vpd with a K factor of 8.9%. Peak hour volumes were found to be 47 vph in the morning and 56 vph in the evening. Volume was generally split

favoring eastbound ($\pm 60\%$) throughout the day and during each peak period. The truck percentage was found to be approximately 4.3% with the majority being represented as 2-Axle Six Tire trucks.

Hampshire Street had a daily traffic volume of approximately 125 vpd with a K factor of 8.8%. Peak hour volumes were found to be 9 vph in the morning and 11 vph in the evening. Volume was generally split evenly in both peak periods, but slightly favors westbound (53%) throughout the day. The truck percentage was found to be approximately 4.8%, with more trucks traveling eastbound. It is noted that the entire truck volume is represented by 2-Axle Six Tire trucks, with zero articulated or other larger trucks being observed.

Consistent with the South Hadley data collection, the Chicopee data found the majority of truck traffic along the local roadways were 2-Axle 6 Tire trucks, typically consistent with single unit box trucks, delivery trucks, large oversized pickup trucks, or other commercial vehicles. Often these vehicles are either serving the local residences or are otherwise not applicable to a heavy vehicle restriction.

ALTERNATIVE ROUTES

Three alternative routes were acknowledged to support truck traffic in absence of the study area roadways. One route was defined traveling south, and two routes were defined traveling north as shown in **Figure 1**.

1. The **Southern Route**, eastbound, travels from Main Street to Syrek Street and James Street to a large, signalized rotary at Memorial Drive (Route 33). Syrek Street and James Street are functionally classified as Urban Minor Arterials under City of Chicopee jurisdiction. These roadways accommodate two-way travel separated by double yellow center line. Cement concrete sidewalk is provided on the eastern side the roadways, separated by a grass strip. There is an existing sidewalk gap on James Street between Montcalm Street and Syrek Street. Memorial Drive is an Urban Principal Arterial under MassDOT jurisdiction. Memorial Drive is a low access roadway that provides two travel lanes in each direction separated by a median barrier. This route may be used in reverse as a westbound trip, though it is noted that additional connections to Route 116 and Interstate 391 in the City of Holyoke are provided via alternative routes to the south. Given the shorter distance and more direct connections to points south of the Study Area, it is generally expected that this alternative route will be more frequently utilized in comparison to the northern routes.
2. The **Northern Route**, eastbound, travels from Main Street to Route 116 (Bridge Street and Lamb Street) and utilizes US Route 202 and Willimansett Street (Route 33). The interchange of Route 116 and US Route 202 is a $\frac{3}{4}$ Cloverleaf interchange which can accommodate both directions of travel along the route. The intersection of US Route 202 at Route 33 is a large signalized intersection, serving multiple turn lanes and through lanes. Lamb Street, between Main Street and Route 116 is functionally classified as a local roadway under Town of South Hadley jurisdiction. Route 116 is functionally classified as an Urban Principal Arterial under Town jurisdiction. Both roadways provide two-way travel separated by double yellow centerline. The roadway was recently re-marked to provide buffered bike lanes in each direction. Cement concrete sidewalks are also provided on both sides of Route 116. US Route 202 is an Urban Principal Arterial under MassDOT jurisdiction. East of the interchange, the roadway provides travel in both directions separated by double yellow centerline. Sidewalk is generally provided on the northern side separated by grass buffers. At the intersection with Route 33, the roadway widens to provide two lanes in each direction separated by a median. Bike lanes are also provided in this area. Departing US 202 along Route 33 southbound

provides two-lanes in each direction, separated by a median. This narrows to one-lane in each direction with no median near the Big Y supermarket/Baker Street. Wide shoulders are provided on both side of the roadway though sidewalk and defined bike accommodations is sporadic.

3. The **Northern Route Alternative**, eastbound, travels north beyond the US Route 202 interchange, following Newton Street (Route 116) to its signalized intersection with Lyman Street (Route 33). Newton Street is an Urban Principal Arterial under MassDOT jurisdiction, generally providing travel in each direction separated by double yellow center line. Bike lanes and sidewalk are provided along the roadway. Land use is generally commercial and residential, though the roadway directly serves the South Hadley High School. Lyman Street (Route 33) is an Urban Principal Arterial under Town jurisdiction. The roadway provides travel in both directions separated by double yellow center line with two-foot shoulders. Sidewalk is generally provided on the western side, separated from the road by a landscaped area. The roadway widens to two lanes in each direction approaching US Route 202. The intersection notably serves the Plains School.

TRAVEL DISTANCES EVALUATION

The above routes were evaluated with respect to overall travel distance and travel time as reported via online mapping services during the evening commuting peak period on a weekday. This exercise assumed a beginning and end point of approximately Beachgrounds Park on Main Street in South Hadley and Mason Manor Apartments on New Ludlow Road in Chicopee. A summary is provided in **Table 3**.

Table 4: Route Distance and Travel Time

Route	Travel Distance (Travel Time) ¹	
	Eastbound	Westbound
Study Area (South Hadley) – Main, Spring/Bolton, Hartford, Ludlow	1.2 mi (3 mins)	1.2 mi (4 mins)
Study Area (Chicopee) – Smith, Hampshire, Britton	1.1 mi (4 mins)	1.1 mi (4 mins)
1. Southern Route – Syrek/James, Memorial	2.4 mi (6 mins)	2.3 mi (5 mins)
2. Northern Route – Rt 116, US 202, Rt 33	2.6 mi (6 mins)	3.0 mi (7 mins)
3. Northern Route Alt – Rt 116, Rt 33	3.5 mi (8 mins)	3.5 mi (8 mins)

¹ Distance and Time obtained via real-time online mapping services at 5:00 PM on a weekday.

Based on the Route Distance and Travel Time evaluation, the shortest distance and travel time was calculated/projected to utilize the Study Area as it serves as the most direct route(s) between the two points. The Southern Route was generally found to double the length of the trip, though travel times in the westbound direction were consistent. The Northern Route, using US Route 202, was slightly longer in the westbound direction given the cloverleaf interchange configuration, adding about three minutes in travel time and two miles in length. The Northern Route Alternative has the longest travel time and distance given it travels much farther away from the desired end point to double back.

The key difference in attributes defined in **Table 3** involves the distance traveled along Route 33 to arrive at New Ludlow Road. Should these routes utilize any point along Route 33 as the general beginning/end point instead of traveling to New Ludlow Road, all three alternate routes are comparable at about 1.5 miles with travel times of about four (4) minutes. Discussions with the City of Chicopee

suggested ending the truck restriction at Montcalm Street given existing uses along the roadway. Montcalm Street serves Route 33 at the north and via James Street at the south. In this case, the prior evaluation is still adequate.

SAFETY EVALUATION

BETA evaluated general safety conditions along Study Area and Alternative Route roadways by examining historical crash information obtained from IMPACT, MassDOT's crash data repository, for the most recent three years of closed data (2017-2019). *While newer data is available, it is noted that crashes occurring after 2019 are not complete and have not been fully vetted by the Registry of Motor Vehicles and MassDOT.* The resulting exercise is summarized in **Table 5**.

As shown in the table, approximately 37 crashes were reported within the Study Area between 2017 and 2019. Overall, study area roadways generally had six or fewer crashes over the three year period, with no reported crashes occurring on Smith Street and Hampshire Street. Crashes on Hartford Street occurred at intersections with study area roadways. Crashes within the study area were typically angle (30%), rear-end (22%), and single vehicle (27%). Two crashes (5%) were reported involving a bicycle or a pedestrian on Bolton Street and Spring Street. Three crashes (8%) were reported involving a truck with a trailer. All other crashes typically involved passenger cars or light trucks (SUVs, Pickups, etc.). Ten crashes (27%) were reported involving injury. Study area crashes were more frequently reported occurring within the mid-day hours (46%). All other time periods analyzed were roughly split equally. The most crashes within the study occurred at the intersection of Britton Street at Montcalm Street (14).

In addition to the study area, the Table assessed crash conditions along the three alternative routes. The table summarizes the southern route as the entirety of Syrek Street and James Street from Smith Street to Montcalm Street. This section of roadway had 41 reported crashes in three years, typically representing rear-end (15) and angle (16) type crashes associated with the multiple side streets and intersections along the corridor. This segment had 10 reported injuries. Interestingly, the data suggests a majority of the 41 crashes occurred in the evening/overnight hours. Two crashes were reported involving a truck with a trailer and one crash reportedly involved a bus. This segment also had two reported crashes involving motorcycles.

James Street from Montcalm Street to Route 33 had 11 reported crashes, typically resulting as single vehicle crashes (6). One crash involved a single unit truck. The Memorial Drive Rotary had the largest number of crashes (102) given its size and volume. These were largely rear-end (58) and angle (32) type crashes consistent with the intersection configuration.

The two alternate Northern Routes both travel through the intersection of US 202 and Route 33, which was found to have the largest number of crashes in the three evaluated years (40), roughly 13.3 crashes per year. Crashes were typically reported as rear-end (15) and sideswipe (12) suggesting plausible issues with signal visibility or confusion regarding lane assignments. Despite the higher number of crashes, only five were reported involving injury. Seven crashes were reported during the rain or snow, which could represent inhibited stopping. Two crashes were reported involving a single unit truck, while one crash included a semi-truck without trailer (bobtail mode). This intersection was defined as a high crash cluster within the Massachusetts Highway Safety Improvement Program (HSIP) for the years of 2015-2017, though it is noted that the intersection lost its status for the updated 2017-2019 year.

Table 5: Crash Data Summary

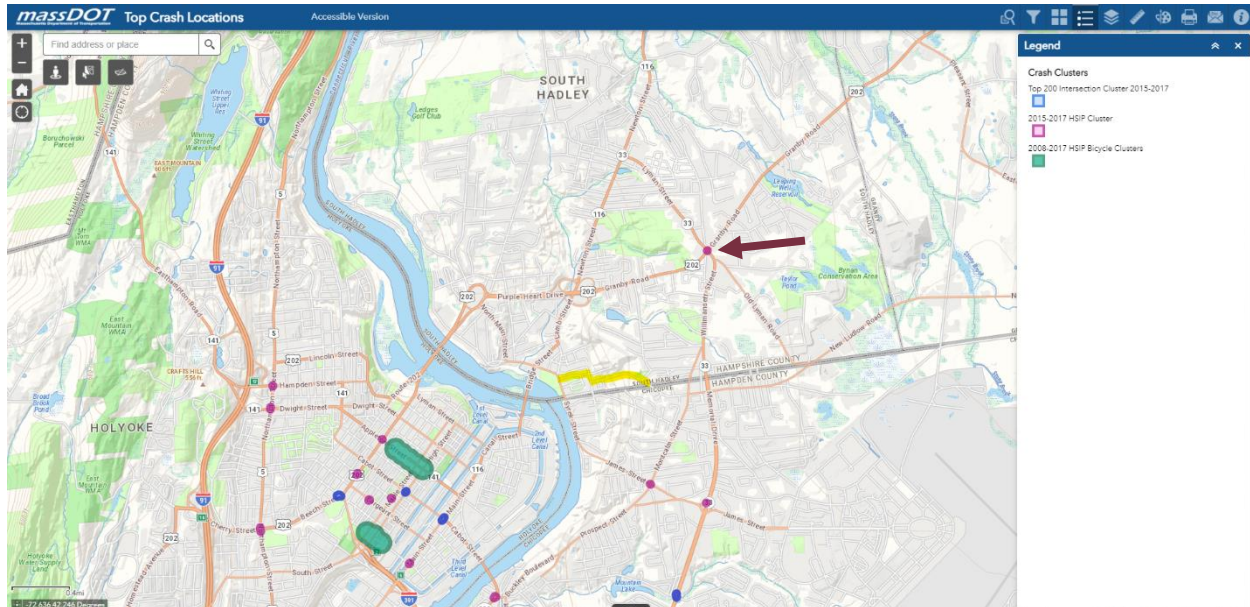
	Bolton Street	Hartford Street	Spring Street	Smith Street	Hampshire Street
Collision Type					
Rear End			3		
Angle		1			
Pedestrian/Bicycle	1		1		
Sideswipe	1		2		
Single Vehicle Crash	1	1			
Unknown					
Collision Type					
Property Damage Only	3	2	4		
Non-Fatal Injury			2		
Fatal Injury					
Unknown					
Ambient Light					
Daylight	1	2	3		
Dawn/Dusk			1		
Dark- Roadway Not Lighted					
Dark - Lighted Roadway	2		2		
Weather Conditions					
Clear	3	1	5		
Cloudy			1		
Rain/Snow		1			
Reported Vehicle Type					
Motorcycle					
Passenger Car	3	1	6		
Light Truck (van, SUV, pickup...)					
Single Unit / Bus					
Semi / Tractor Trailer		1			
Time of Day					
07:00-10:00	1		1		
11:00-15:00	1	2	2		
16:00-18:00			2		
19:00-06:00	1		1		
Year					
2017	1	1	2		
2018	1		3		
2019	1	1	1		
Total	3	2	6	0	0
Average Crashes per Year	1.0	0.67	2.0	0	0

Table 5: Crash Data Summary (Continued)

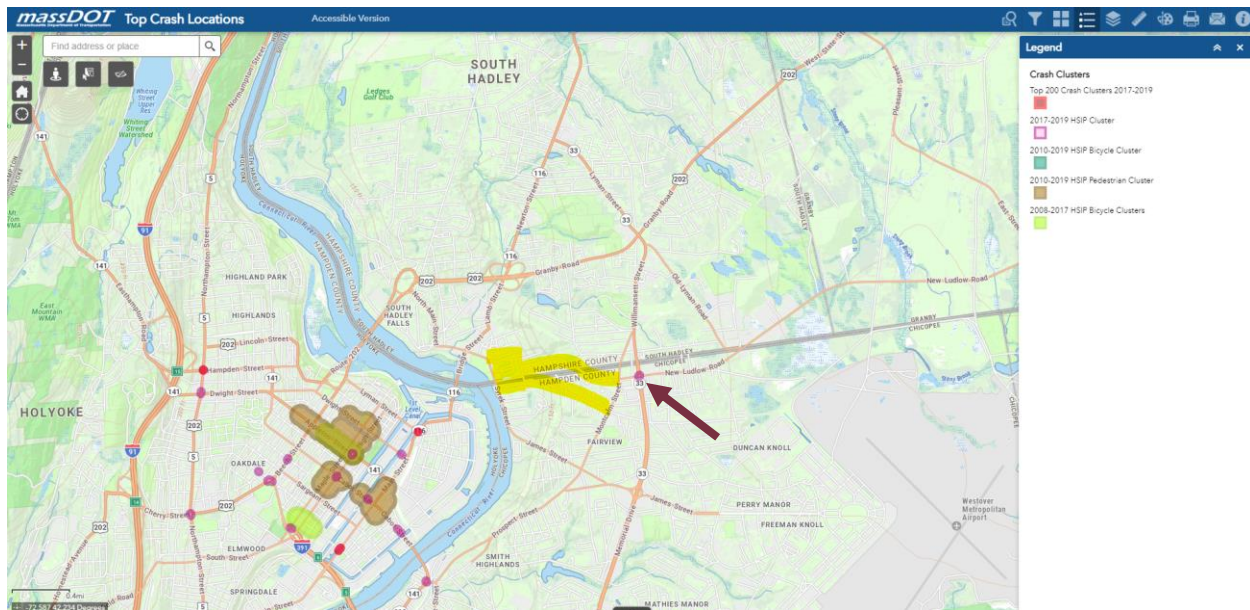
	Ludlow Road	New Ludlow Road	Britton Street	New Ludlow at Montcalm	Britton at Montcalm
Collision Type					
Rear End					5
Angle		1		2	7
Pedestrian/Bicycle					
Sideswipe		1			
Single Vehicle Crash	1	2	2	1	2
Unknown		1	1		
Collision Type					
Property Damage Only		2	2	2	9
Non-Fatal Injury		1	1	1	5
Fatal Injury					
Unknown	1	2			
Ambient Light					
Daylight		2	2	3	13
Dawn/Dusk					
Dark- Roadway Not Lighted					
Dark - Lighted Roadway	1	3	1		1
Weather Conditions					
Clear	1	2	2	3	8
Cloudy		2			6
Rain/Snow		1	1		
Reported Vehicle Type					
Motorcycle					
Passenger Car		5	2	2	11
Light Truck (van, SUV, pickup...)					2
Single Unit / Bus					
Semi / Tractor Trailer				1	1
Time of Day					
07:00-10:00				2	3
11:00-15:00		3	2	1	6
16:00-18:00					5
19:00-06:00	1	2	1		
Year					
2017	1	1	1	1	6
2018		3	2	2	4
2019		1			4
Total	1	5	3	3	14
Average Crashes per Year	0.33	1.7	1.0	1.0	4.7

Table 5: Crash Data Summary (Continued)

	Syrek and James	James fr. Montcalm to Rt 33	Memorial Drive Rotary	Rte 116 at Rte 33	Rte 202 at Rte 33
Collision Type					
Rear End	15	2	58	7	15
Angle	16	3	32	7	9
Pedestrian/Bicycle			3		
Sideswipe	4		6	2	12
Single Vehicle Crash	6	6			4
Unknown			3		
Collision Type					
Property Damage Only	28	8	71	11	35
Non-Fatal Injury	10	3	26	4	5
Fatal Injury					
Unknown	3		5	1	
Ambient Light					
Daylight	15	8	77	12	28
Dawn/Dusk	4		4		1
Dark- Roadway Not Lighted	1				
Dark - Lighted Roadway	21	3	21	4	11
Weather Conditions					
Clear	29	5	58	12	25
Cloudy	5	5	31	2	8
Rain/Snow	7	1	13	2	7
Reported Vehicle Type					
Motorcycle*	2				
Passenger Car	31	10	92	13	32
Light Truck (van, SUV, pickup...)	5		4	2	5
Single Unit / Bus	1	1	2		2
Semi / Tractor Trailer	2		4	1	1
Time of Day					
07:00-10:00	8	2	19	1	10
11:00-15:00	7	1	43	7	14
16:00-18:00	11	4	25	6	7
19:00-06:00	15	4	15	2	8
Year					
2017	15	2	37	8	16
2018	16	2	28	5	11
2019	10	7	37	3	13
Total	41	11	102	16	40
Average Crashes per Year	13.7	3.7	34.0	5.3	13.3



Based on the updated data HSIP cluster data, the intersection of Route 33 at New Ludlow Road has now gained status as a High Crash Cluster.



A Road Safety Audit (RSA) was performed in 2015 by Nitsch Engineering for the intersection of Route 202 at Route 33. The RSA noted deficiencies with lane assignments, traffic signal equipment, pavement markings, and vehicle access management. Recommendations included upgrading equipment to improve visibility, update signage and markings, provide emergency pre-emption, and better accommodate pedestrians and bicycles. Since the RSA was conducted, the intersection was reconstructed to increase capacity (lanes) by removing median islands. Signal equipment was updated to provide new mast arms and signal heads with backplates. Following the RSA, the intersection continues to be defined as a high crash cluster, which is likely representative of high volume traveling

along US 202 and Route 33. Crash history suggests the trend has been continuing, though the dropping of HSIP Cluster status suggests that the crashes may be less severe than in previous years.

The signalized intersection of Route 116 at Route 33 had 16 reported crashes in three years, representing rear-ends (7) and angle (7) type crashes. Four crashes resulted in injury. One crash was reported involving a semi-truck. The trailer truck crash was deemed “Federally Reportable.”

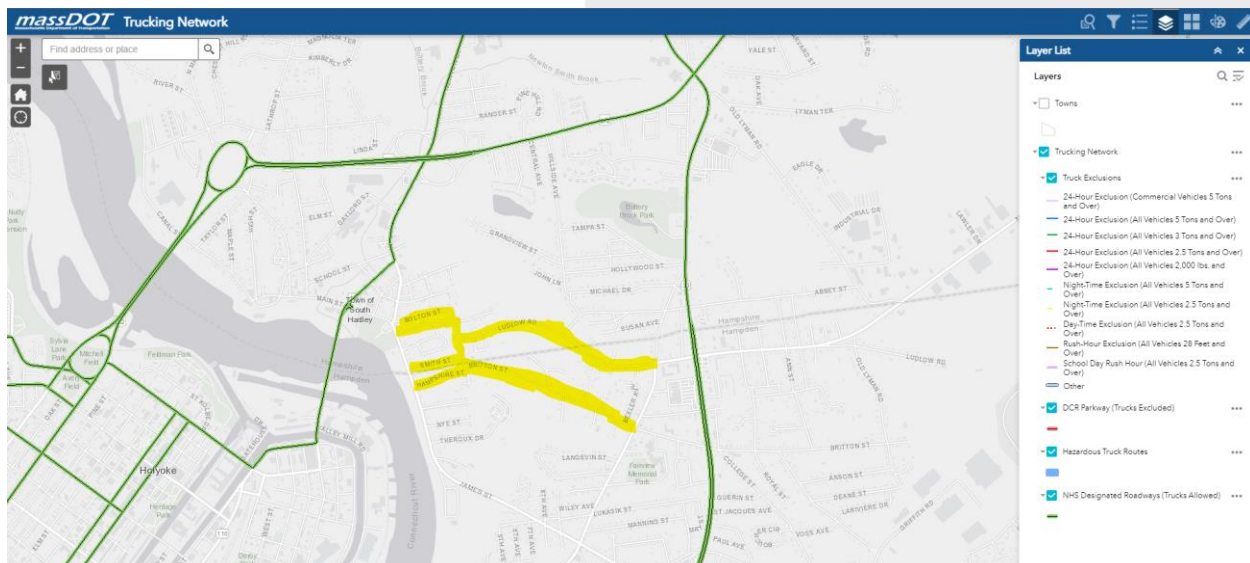
TRUCK EXCLUSION EVALUATION

The above information was evaluated against MassDOT regulations for a commercial vehicle exclusion as defined in Section 10A-9 of the *Massachusetts Amendments to the Manual on Uniform Traffic Control Devices (MUTCD)*, revised January 2012 and appended for reference.

The truck exclusion may be approved provided a suitable alternate route is available that has an effective width and pavement structure which can safely accommodate additional truck traffic. In addition, the alternate route must meet one of the following conditions:

1. Lie wholly within the community making the application
2. Lie partially in an adjacent community but only on State Highway
3. Lie partially in an adjacent community but have the adjacent community's written approval

The updated Truck Exclusion Assessment evaluates study area roadways and alternative routes within two different municipalities. It is noted that the Southern Route lies wholly within the City of Chicopee and partially on a State Highway (Route 33). BETA consulted with the City and MassDOT which determined that this alternative route is acceptable and would likely be more heavily traveled given connections to abutting land uses and other destinations along Route 33. The Northern Route and Northern Route Alternative lie wholly within the Town of South Hadley **and** utilize State Highways (Route 116, US 202 and Route 33). These are defined as National Highway System designated roadways, which are required to allow trucking traffic. Based on the above, all three alternative routes have been deemed acceptable.



WARRANTS

In accordance with Section 10A-9, at least one of the following warrants should be satisfied to justify the implementation of the truck exclusion:

- A. A volume of heavy commercial vehicles, which usually is in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.
- B. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway.
- C. Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a specific night exclusion may be granted.

EXEMPTIONS: Exclusions shall not apply to heavy commercial vehicles going to or coming from places upon said streets for the purpose of making deliveries of goods, materials, or merchandise to or similar collections from abutting land or buildings or adjacent streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities therein; or to Federal, State, Municipal or public service corporation owned vehicles.

Warrant A

The above evaluation found that the study area roadways of Ludlow Road, Hartford Street and Britton Street have a heavy vehicle percentage of 5 to 6 percent consistent with Warrant A. However, the data found the majority of truck traffic along the study area roadways were “two axle six tire” trucks, typically consistent with single unit box trucks, delivery trucks, large oversized pickup trucks, or other commercial vehicles. Often these vehicles are either serving the local residences or otherwise fall under the EXEMPTIONS category. The traffic data shows larger, articulated, trucks generally only represent 0.5% to 1.0% of vehicle traffic on study area roadways. Spring Street, Hampshire Street, and Smith Street had a truck percentage approximately four percent which is lower than the threshold for Warrant A.

It is noted that Spring Street, Hartford Street, Hampshire Street, and Smith Street are narrow roadways with on-street parking and no roadway striping. This is generally hazardous and not conducive to large vehicle travel, resulting in weaving around parked vehicles and/or repeated starting and stopping. This could be representative of 85th percentile speeds of approximately of 26 to 28 miles per hour observed along the South Hadley roadways.

Warrant B

BETA conducted pavement management evaluations for all Town (of South Hadley) Owned roadways in Summer 2021. The evaluation obtained data regarding roadway length, width, and Road Surface Rating (RSR). These ratings are scored on a 100 point scale, with the upper bound representing “like new” roadways and lower numbers representing significantly deteriorated roadways. The evaluation does not include State Owned roadways such as US Route 202 and segments of Route 33. The evaluation also does not include City of Chicopee roadways. A summary is provided in **Table 6**. Bolton Street generally had the lowest scores (less than 30) which suggests the roadway is in dire need of repair. Any further

trucking on this roadway, one-way westbound, would significantly degrade conditions. Spring Street, one-way eastbound, and Hartford Street were found to have a weighted averages in the 60’s with the lowest rated segment of 52.74 on Spring Street. These scores suggest the roadway is a candidate for mill and overlay and further support that heavy trucking is detrimental to pavement life. Ludlow Road has a weighted average RSR of 49.44 and a lowest rated segment of 34.26, located on the eastern side of the roadway approaching the Town Line. These ratings suggest the roadway may need more involved maintenance and will suffer greater impacts to heavy trucking.

Sections of roadway along the Northern Route and Northern Route Alternative are listed in **Table 6** for comparison purposes. ***In General, Route 116 and Route 33 were found to have more favorable pavement conditions than those within the study area. Given these roadways are National Highway System roadways and state numbered routes that permit trucking, it is expected that the pavement conditions will more adequately handle larger design vehicles.*** It is noted, however, that a section of Route 33 (Willimansett Street) had an RSR of 35.13 which is very low in comparison to the rest of the area. Despite this, the above evaluation suggests Warrant B is satisfied for the South Hadley Roadways.

Table 6: Road Surface Rating Summary

Roadways	Weighted Avg RSR ¹	Lowest Segment RSR
Bolton Street	23.00	23.00
Spring Street	63.25	52.74
Hartford Street	60.39	60.39
Ludlow Road	49.44	34.26
Lamb Street	55.29	40.29
Lamb Street (Route 116)	76.34	73.70
Lyman Street (Route 33)	68.08	58.83
Willimansett Street (Route 33)	35.13	35.13
Old Lyman Road (Route 33)	93.54	93.54

¹ Weighted average of all segments based on Square Yards of Roadway (Width x Length)
 RSR = Road Surface Rating

At the time of writing, no pavement evaluation data is available for the City of Chicopee roadways.

Warrant C

The Study Area roadways are all zoned residential with residential land use throughout. Review of vehicle classification counts shows Ludlow Road has an overnight (7:00 PM to 6:00 AM) truck percentage of approximately 3.3% including solely “two axle six tire” trucks. Hartford Road had an overnight truck percentage of approximately 2.4% including solely “two axle six tire” trucks. Spring Street had an overnight truck percentage of approximately 1.0% including solely two axle six tire trucks. Britton Street and Smith Street had overnight truck percentages of 1.8% consisting of three “two axle six

tire” trucks. Hampshire Street had no observed overnight trucks of any kind. Based on the above data summary, Warrant C does not apply.

CONCLUSIONS

While the evaluated traffic data collection suggests Warrant A and Warrant C are generally not met, the pavement analysis revealed that existing roadway pavement conditions meet Warrant B for roadways within the Town of South Hadley and would continue to suffer greater impacts due to heavy vehicles. In addition, Spring Street and Hartford Street are narrow roadways that are not appropriate (unsafe) for larger vehicle travel. A similar conclusion can be made for Hampshire Street and Smith Street.

Based on the above evaluation, BETA recommended a Truck Exclusion be considered for the Ludlow Road neighborhood. This was generally accepted by MassDOT, in addition to expanding the exclusion area to prohibit and discourage trucks from finding an alternative route through the neighborhood. Based on the above exercise, including the neighborhood roadways of Hampshire Street, Smith Street, and Britton Street is recommended.

Coordination with the City of Chicopee suggested terminating the Truck Restriction at Montcalm Street. This would allow westbound trucks ample time to see the restriction signage and utilize Montcalm Street to access other areas north and south of the restriction. The City did not want to discourage trucks from utilizing Montcalm Street in accessing several adjacent businesses and commercial areas. BETA supports this recommendation, noting that the section of New Ludlow Road and Britton Street between Montcalm Street and Route 33 has a different roadway context and character than the residential segment west of Montcalm Street.

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.



Tyler de Ruiter, PE, PTOE
Senior Project Engineer

cc: Kien Ho, PE, PTOE – BETA Group
Peter Dadarria – BETA Group
Job No: 10200

2/23/23

To Whom it may concern,

I would like to resign
my position on the historical
commision.

With Thanks

Jose Vazquez



RECEIVED
TOWN OF SOUTH HADLEY
TOWN CLERK'S OFFICE
2023 FEB 23 AM 11:06


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

noreply@civicplus.com <noreply@civicplus.com>
To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov

Fri, Sep 30, 2022 at 2:10 PM

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.

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 up to TWO From the Other
Following

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

Recreation Commission

Please give any details regarding your interest in this appointment.

I have two young children (7 and 1 years old). My 7 year old is very active in the recreation community within South Hadley, having participated in various sports and summer camp opportunities in the past year. I work as a senior level administrator in college athletics at the University of Massachusetts and believe that I can contribute a unique perspective to the group. I'm truly excited about the potential to serve the community through this essential commission.

Please Provide the Following Information

Name	Kirsten Britton
Email	[REDACTED]
Address1	8 Normandy Road
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.

Cell Phone: *Field not completed.*

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.) Intercollegiate athletics administrator specializing in sport administration, facilities, championships & events, human resources, and financial operations - currently employed at the University of Massachusetts. Passionate professional in areas of sport and recreation and the impact and personal development on children and adults. Additional background/expertise in risk/emergency management. Serves on UMass Emergency Operations, Campus and University System Risk Management committees. Extensive involvement and oversight in policy and procedure development within athletics and campus policy committees. Gender equity and Title IX oversight for department of athletics.

Please list any additional information you think may be helpful in reviewing your application.

Education:
Masters of Science in Athletic Administration - Springfield College 2007
BA Psychology - Providence College 2003

Certifications:
Sports and Special Events Incident Management, Worcester MA, March 2017
Managing Critical Incidents for Higher Education Institutions, Fitchburg MA, December 2015
Department of Homeland Security – Protective Measures, Storrs CT, June 2014
Sport Event Risk Management Course Certification, Foxborough MA, April 2009
CPR/AED/First Aid Certification American Heart Association (2007-Present)

How did you learn of the vacancy you are applying for? Other

If you indicated another resident or other above, please provide the resident's name or provide additional details. Andy Rogers told me about the opportunity.

Upload a Letter of Interest *Field not completed.*

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

noreply@civicplus.com <noreply@civicplus.com>

Thu, Feb 2, 2023 at 9:15 AM

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov, zingram@southhadleyma.gov

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.

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Choose up to TWO From the Following Human Rights Commission

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

Please give any details regarding your interest in this appointment. Supporting human rights is critically important in building and sustaining a healthy community. In my 12 years on the Master Plan Implementation Community (nine years as Chair) I have learned a great deal about how Town government functions and how to build connections among entities and individuals. I think my experience could be helpful as the HRC is getting established.

Please Provide the Following Information

Name	Judy Gooch Dobosh
Email	[REDACTED]
Address1	26 Jewett Lane
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.
Cell Phone:	Field not completed.

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? Yes

If yes, please list the board(s), commission(s), or committee(s) on which you serve(d), and the dates of service for each.

Master Plan Implementation Committee 2011-present
Master Plan Update Advisory Committee 2018-21
Open Space and Recreation Plan Advisory Committee 2018-2019
Co-chair, Town Administrator Search Committee, 2013

What skills and experience do you have? (Knowledge, other volunteer experience, employment experience, etc.)

Retired consultant to non-profit groups. Specialized in fundraising, grant seeking, board development, strategic planning.
MPIC requires significant interaction with most other Town governing bodies: identifying challenges, suggesting solutions, building bridges.

Please list any additional information you think may be helpful in reviewing your application.

Field not completed.

How did you learn of the vacancy you are applying for?

Town Website

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

Field not completed.

Upload a Letter of Interest

Field not completed.

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

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

noreply@civicplus.com <noreply@civicplus.com>

Tue, Feb 14, 2023 at 8:48 AM

To: sgmeiner@southhadleyma.gov, kmaher@southhadleyma.gov, ljacobs@southhadleyma.gov, zingram@southhadleyma.gov

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.

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 up to TWO From the Other
Following

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

Recreation commission

Please give any details regarding your interest in this appointment.

I have been involved in sports and recreation since I was a kid. I love coaching and being involved and I want to help make our towns recreation department fun, engaging, and fulfilling for our town.

Please Provide the Following Information

Name	Quentin Amrani
Email	[REDACTED]
Address1	14 Silverwood Ter
Address2	Field not completed.
City	South Hadley
State	MA
Zip	01075
Primary Phone	[REDACTED]
Alternate Phone	Field not completed.
Cell Phone:	Field not completed.

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.)	Current vice president for the South Hadley Swim Club board or directors. Extensive management and supervisory experience.
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?	Town Website
If you indicated another resident or other above, please provide the resident's name or provide additional details.	<i>Field not completed.</i>
Upload a Letter of Interest	<i>Field not completed.</i>

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

Board / Committee	Total Members	Current Vacancies	Vacancy Terms	Candidates
COA	11	2	2023 2024	• Sheila Pennell (prefers COA)
Commission on Disabilities	5	1		<ul style="list-style-type: none"> • Marie Rohan (2023) • Larry Dubois (2025) • Tay Silveira (2025) • Rick Dunderdale (2024)
Bike / Walk	9	2	2023 2023	<ul style="list-style-type: none"> • Sheila Pennell (prefers COA) • Patrick Tracey
Historical Comm	7	2	2025 2025	• Leo Labonte (prefers HC)
Historic District Study Comm	7	1	2023	• Leo Labonte (prefers HC)
Human Rights Comm	9	2	2025 2024	<ul style="list-style-type: none"> • Judy Gooch • Renee Sweeney
Recreation Comm	9	1	2025	<ul style="list-style-type: none"> • Brendan Bartlett • Kirsten Britton • Quentin Amrani

COMMONWEALTH OF MASSACHUSETTS
SOUTH HADLEY, MASSACHUSETTS

WARRANT

Hampshire, ss.

TO: Either of the Constables of the Town of South Hadley

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of South Hadley that the ANNUAL TOWN MEETING will be held at 153 Newton Street, South Hadley, Massachusetts on Wednesday, May 10, 2023 at 6:00 PM or as soon thereafter as the subject matter of this warrant can then and there be reached, and the Town Clerk is required to notify and warn the Town Meeting Members then and there to meet and act on the following articles;

Consent Calendar (Articles 1,2,3,4,5 and 6)

ARTICLE 1. To see if the Town will vote to authorize the Town Treasurer, with the approval of the Selectboard, to borrow money from time to time in anticipation of the revenue of the fiscal year beginning July 1, 2023, in accordance with the provisions of Massachusetts General Laws Chapter 44, Section 4 and to renew any note or notes as may be given in accordance with the provisions of Massachusetts General Laws, Chapter 44, Section 17, or take any other action relative thereto.

ARTICLE 2. To see if the Town will vote to authorize the Town Treasurer, with the approval of the Selectboard, to enter into compensating balance agreements with bank offices having their principal offices in the Commonwealth during Fiscal Year 2024, as permitted by Massachusetts General Laws Chapter 44, Section 53 (F), or take any other action relative thereto.

ARTICLE 3. To see if the Town will vote to authorize the Selectboard to defend all suits that may be brought against the Town during Fiscal Year 2024 and to prosecute all suits on behalf of the Town, to engage counsel for same, and to settle such suits as they deem advisable, or take any other action relative thereto.

ARTICLE 4. To see if the Town will vote to authorize the Selectboard to apply for and accept such federal or state grants or monies as may be available and to authorize the Selectboard to

expend any funds received there from in accordance with the terms of said grants, or take any other action relative thereto.

ARTICLE 5. To see if the Town will vote to accept a sum of money for highway improvements under the authority of Massachusetts General Laws Chapter 90 and other applicable law; determine whether the money shall be provided by the tax levy, by transfer from available funds, or by borrowing, or by any combination of these methods; authorize the Selectboard to apply for, accept, expend and borrow in anticipation of state aid for such projects, or take any other action relative thereto.

ARTICLE 6. To see if the Town will vote to fix the salary and compensation of the following elective officers of the Town of South Hadley during Fiscal Year 2024 as provided by Massachusetts General Laws, Chapter 41, Section 108, as amended: Moderator, Selectboard Members, Assessors, or take any other action relative thereto.

End of Consent Calendar

ARTICLE 7. **To see if the Town will vote to authorize the total expenditures for the Buttery Brook Park Revolving Fund** pursuant to G.L. c. 44 Section 53E ½ for the Fiscal Year beginning July 1, 2023 to be expended in accordance with Chapter 65 - 5 of the town bylaws in the amount of \$20,000, or take any other action relative thereto.

ARTICLE 8. **To see if the Town will vote to authorize the total expenditures for the COA Woodlawn Cafe Revolving Fund** pursuant to G.L. c. 44 Section 53E ½ for the Fiscal Year beginning July 1, 2023 to be expended in accordance with Chapter 65 - 5 of the town bylaws in the amount of \$_____, or take any other action relative thereto.

ARTICLE 9. **To see if the Town will vote to raise and appropriate and transfer from available funds** the sum of \$_____ or a greater or lesser sum, to constitute the Operating Budget for Fiscal Year 2024 as further articulated in "Appendix A" as attached, or take any other action relative thereto.

ARTICLE 10. **To see if the Town will transfer from Unreserved Free Cash or other Available Funds** the sum of \$_____ to make the following capital purchases, repairs, or replacements: _____, or to take any other action relative thereto.

ARTICLE 11. **To see if the Town will transfer from WWTP Retained Earnings** the sum of \$_____ to make the following purchases, repairs, or replacements: _____, or to take

any other action relative thereto.

ARTICLE 12. **To see if the Town will transfer from Ledges Retained Earnings** the sum of \$_____ to make the following purchases, repairs, or replacements: _____, or to take any other action relative thereto.

Article 13. **To see if the Town will establish the Opioid Settlement Stabilization Account** in accordance with M.G.L. Chapter 40, Section 5B, for the purposes of future expenditures related to opioid recovery, or take any other action relative thereto.

Article 14. **To see if the Town will add the following section to the Bylaws: Flammable Storage - Fees for licenses and certificates of registration.**

Fees for licenses and certificates of registration issued pursuant to MGL c. 148, § 13, for keeping, storage, manufacture or sale of crude oil petroleum and its products or explosive or inflammable fluids shall be as follows:

Storage Capacity	License (first year)	Registration (subsequent years)
Up to 5,000 gallons	\$200	\$100
5,001 to 50,000 gallons	\$400	\$200
Above 50,000 gallons	\$400, plus \$4 for each 10,000 gallons above 50,000 gallons	\$200, plus \$2 for each 10,000 gallons above 50,000 gallons

ARTICLE 15: **To authorize the Selectboard and School Committee to enter into contracts in excess of 3 years**

ARTICLE 16. **To accept Clause 22H, a local option**, surviving parents or guardians of (1) military personnel (including members of the National Guard on active duty) who went missing in action during active duty and are presumed to have died, or (2) military personnel (including members of the National Guard on active duty) or veterans who died as a proximate result of injuries sustained or illnesses contracted during active duty service.

ARTICLE 17. **To see if the Town will vote to amend Master Plan Implementation Committee Bylaws** (Planning Board will review on March 20)

ARTICLE 18. Short Term Rental General Bylaw

To see if the Town will vote to create a General Bylaw to allow for registration and licensing of Short Term Rentals, as further articulated in the Planning Board’s report to Town Meeting (APPENDIX__), or take any other action relative thereto.

MOTION:

Move to create a General Bylaw for the registration and licensing of Short Term Rentals.

ARTICLE 19. Short Term Rental Zoning Bylaw

To see if the Town will vote to amend the Zoning Bylaw Chapter 255 in regard to Short Term Rentals by amending: Section 255-10 Terms Defined by inserting the definition for a Short Term Rental; Section 255 Attachment 1:1 Use Regulations Schedule to establish which districts a Short Term Rental may be permitted and how they may be permitted (by right, Site Plan Review or Special Permit); and Chapter 255 Article VII Supplemental District Regulations by inserting a new subsection identified as 255-51 Short Term Rental to provide standards and details under which a Short Term Rental may be permitted, as further articulated in the Planning Board’s Report to Town Meeting (Appendix __), or take any other action relative thereto.

MOTION:

Move to amend Chapter 255 to adopt Zoning Bylaw provisions for the regulation of Short Term Rentals including 255-10 Terms Defined, Section 255 Attachment 1:1 Use Regulations Schedule, and Chapter 255 Article VII Supplemental District Regulations.

ARTICLE 20. ADU Bylaw (Still under review by Planning Board and Town Counsel)

To see if the Town will vote to amend the Zoning Bylaw Chapter 255 in regard to Accessory Dwelling Units by amending: Section 255-10 Terms Defined by inserting the definition for Accessory Dwelling Unit; Section 255 Attachment 1:1 Use Regulations Schedule to establish which districts an Accessory Dwelling Unit may be permitted and how they may be permitted (by right or Site Plan Review); and Chapter 255 Article VII Supplemental District Regulations by inserting a new subsection identified as 255-50 Accessory Dwelling Unit to provide standards and details under which an Accessory Dwelling Unit may be permitted, as further articulated in the Planning Board’s Report to Town Meeting (Appendix __), or take any other action relative thereto.

MOTION:

Move to amend Chapter 255 to adopt Zoning Bylaw provisions for the regulation of Accessory Dwelling Units including 255-10 Terms Defined, Section 255 Attachment 1:1 Use Regulations Schedule, and Chapter 255 Article VII Supplemental District Regulations.

ARTICLE 21. Landowner Owner Petition for Zoning Map Amendment for parcels identified as Assessor's Map 15, Parcels 122, 123, 124, 125, 175, 176 and 113 (280 and 286 Granby Road)

To see if the Town will vote to amend the Zoning Map by changing the designation of a 0.69-acre parcel situated on the northwest corner of Amherst Road (Route 47) and the intersection of Pearl Street, and known as 460 Amherst Road, , identified on Tax Assessor's Map 58, Parcel 80, from mixed zoning designation of Agricultural and Business B to all Business B, as further articulated in the Planning Board's Report to Town Meeting (Appendix __), or take any other action relative thereto.

MOTION:

[Public hearing will be held on 3/13 and a motion will be provided after the hearing.]

ARTICLE 22. Citizen Petition for Zoning Map Amendment for parcel identified as Assessor's Map 58, Parcel 80 (460 Amherst Road)

To see if the Town will vote to amend the Zoning Map by changing the designation of a 2.61-acre tract of land consisting of six parcels situated on the southeast corner of the intersection of Granby Road (Route 202) and Willimansett Street (Route 33), and known as 280 and 286 Granby Road, identified on Tax Assessor's Map 15 as Parcels 122, 123, 125, 175, 176 and 113, from the present zoning designation of Residence A-1 to Business A, as further articulated in the Planning Board's Report to Town Meeting (Appendix __), or take any other action relative thereto.

MOTION:

[Public hearing will be held on 4/10 and a motion will be provided after the hearing.]

Given under our hands this ____ day of May 2023:

, Chair

, Vice-Chair

, Clerk

**SELECTBOARD
TOWN OF SOUTH HADLEY**

True copy, attest:

Sarah Gmeiner, Town Clerk
Town of South Hadley

To: Selectboard
From: Lisa Wong, Town Administrator
Re: ARPA Requests
Date: March 7, 2023

The Town has approved about \$1.4m in American Rescue Plan Act funds of \$5.2m total. Of the \$3.8m remaining, about \$2.5m is expected to be for the Judd Brook Interceptor and Wastewater study of the sewer system, pump stations and the wastewater treatment facility, so the municipality can more effectively plan for future upgrades and repairs, and address community needs (The last study was completed in 2001). This leaves about \$1.3m remaining for allocation.

Recipients can use funds on government services that include any service traditionally provided by a government. The two requests for your consideration at this time are as follows:

1) \$10,000 for medical transport for seniors

As part of the Town's transportation program, drivers transport seniors and disabled individuals. The need has increased and there's also a comfort level to use our services now that more people have had the COVID vaccine. In April, we will start to drive people to Holyoke Medical Center and Riverbend Medical Suites on Memorial Drive as well. The majority of need is for transportation to Baystate Medical Center and Northampton Medical Associates. The grant from Western Mass Elder Care does not cover the full cost, and funds are expected to run out in March 2023. Almost \$3k from the Services Gift account has been used to help offset costs. The Services Gift account is made up of donations that are used for a variety of activities at the Senior Center. There are 5 drivers at \$15 per hour and mileage is 0.655 per mile. This is part of our efforts to help people age in place and stay healthy.

2) \$70,000 for audio visual improvements to the Senior Center Multi-Purpose Room

The design of the building did not take into account hybrid meeting capability, and there are audio and visual issues when trying to set this up. Many boards or organizations who are looking to have hybrid meetings will not have the kind of support that the Selectboard meetings have. The goal is to make the room easy to use so that the general user can easily create a hybrid meeting, and have simplified equipment that does not require staff to provide ongoing support. The work will include incorporating a control panel that can easily display and operate a hybrid meeting. Wireless desktop microphones with charging bases and backup batteries would allow people to hear each other better as they have speakers inside versus relying just on overhead speakers that create feedback issues. Cameras will be added that can automatically track and zoom in on speakers. Work will be needed to integrate the new system with the house system and with the cable TV system.

COMMONWEALTH OF MASSACHUSETTS

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2023 TOWN ELECTION

SS. Hampshire

To the Constables of the Town of South Hadley

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in elections to vote at:

PRECINCT A, B, C, D & E

SOUTH HADLEY HIGH SCHOOL, 153 NEWTON STREET, SOUTH HADLEY MA, 01075

On TUESDAY, THE ELEVENTH OF APRIL, 2023 from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Town Election for the candidates for the following offices:

SELECTBOARD	VOTE FOR TWO	THREE YEAR TERM
SCHOOL COMMITTEE	VOTE FOR TWO	THREE YEAR TERM
SCHOOL COMMITTEE	VOTE FOR ONE	ONE YEAR TERM
BOARD OF HEALTH	VOTE FOR TWO	THREE YEAR TERM
MUNICIPAL LIGHT BOARD	VOTE FOR ONE	THREE YEAR TERM
MUNICIPAL LIGHT BOARD	VOTE FOR ONE	ONE YEAR TERM
BOARD OF ASSESSORS	VOTE FOR ONE	THREE YEAR TERM
TRUSTEE FREE PUBLIC LIBRARY	VOTE FOR THREE	THREE YEAR TERM
PLANNING BOARD	VOTE FOR TWO	THREE YEAR TERM

TOWN MEETING MEMBERS:

PRECINCT A, B, C, D & E	VOTE FOR EIGHT	THREE YEAR TERM
PRECINCT B	VOTE FOR ONE	ONE YEAR TERM
PRECINCT C	VOTE FOR ONE	TWO YEAR TERM
PRECINCT D	VOTE FOR ONE	TWO YEAR TERM
PRECINCT E	VOTE FOR ONE	ONE YEAR TERM

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2023.

Selectboard South Hadley

Posting: Town Hall, Library, Council on Aging, District 1 Water, District 2 Fire

Constable Signature

(Date)

Warrant must be posted by April 4, 2023 (at least seven days prior to the April 11, 2023 Town Election).

Jeff Cyr, Chair
Andrea Miles, Vice-Chair
Renee Sweeney, Clerk
Carol Constant
Nicole Casolari

Lisa Wong
Town Administrator

Town of South Hadley FY2024 Budget Requests
Department Appropriations: Changes from FY23 to FY24
Updated: March 2, 2023

Accounting

- No changes

Administration/Selectboard

- Facilities Manager moved to a new Facilities Department personnel section
- Decreased expense line item for Boards and Commissions from 10k to 2500.
- Eliminated \$10k Other Purchased Services
- Moved Celebrations line item to Veterans

Assessors

- No changes

Cable Studio

- No changes

COA

- Move Flexible Staff funds to Receptionist positions
- \$16k - Move 1/3 Activity and Volunteer Coordinator salary from grant to budget (1/3 moved in FY23 and plan to move last 1/3 in FY25)
- \$5,900 - Move 1/3 of Kitchen and Cafe Assistant Staff position from grant to budget (1/3 moved in FY23 and plan to move last 1/3 in FY25)
- \$10k - Minivan driver costs to reflect increasing use
- \$12k - Increase Custodial Services
- \$3300 - Increase for brochures and advertising
- \$18k - Increase in Electricity
- \$7500 - Increase in Natural Gas

CT River Channel Markers

- \$8k - Bid for regional contract (administered by Northampton) came in high

Debt

- No additional short term borrowing. \$68k in decreased debt service going to Capital Stabilization Fund

DPW (Department of Public Works)

- \$70k - Wage increases
- \$64k - Add Working Foreperson position for Highway
- Move seasonal employee funding in parks to create a Working Foreperson
- \$64k - Various expense line items increased due to material price increases.

Elections

- \$20,500 - Increase due to vote by mail, Presidential Primaries.

Facilities

- \$100k - Add Director of Building Operations
- Move Facilities & Safety Coordinator to here
- \$7700 - increase in postage (to reflect usage)
- \$4500 - increase in rubbish collection at Town Hall
- In future budgets, maintenance line items from other buildings may be moved here

FICA/Medicare

- \$20k - anticipated increase

Health Department

- \$19k - Community Nurse. FY23 salary was offset by a one year grant
- \$10k - Animal Control.

Health Insurance

- \$253k - 6% Increase in rates.

Human Resources

- Director position open. Department will be combined back with Town Administration
- \$5k - decrease in professional development expenses

Inspection Services

- \$19k increase for Other Purchased Services - create an Emergency fund to public safety and public health. Support additional inspections due to bylaw changes.

Information Technology

- No changes to staffing
- \$2400 increase for wi-fi
- \$8k - Increase to Software Maintenance

Landfill

- \$10k - additional screening of compost and assorted materials
- \$63k - increase to existing trash/recycle contract. This will change if we change the scope and go out to bid.

Ledges Golf

- \$13k - Increase in Maintenance
- \$19k - Increase in Management and Operations

Legal Services

- No changes

Library

- \$18k - Decrease in wages due to retirements

- \$11k - Increase in utilities
- \$6k - Increase in maintenance

Old Firehouse Museum

- \$1k - Increase. FY23 deficit by about 1k due to over 2k in additional maintenance work.

Planning & Conservation

- No changes

Police

- \$350,000 - Wage increases

Recreation

- No changes

Reserve Fund

- No changes

Snow and Ice Removal

- No changes

Street Lighting

- \$6k - Increase in rates. Funding for any new lights.

Town Audit

- \$4k - Decrease based on quote

Town Clerk

- No changes

Treasurer / Collector

- No changes

Veterans

- District with Easthampton dissolved effective June 30, 2023
- \$30k - Increase director hours from full to full time
- \$23k - Increase in benefits and medical expenses

Water Pollution Control

- \$8k - Increase in root treating
- \$20k - increase in electricity
- \$10k - Increase in natural gas
- \$35k - Increase in repairs
- \$17k - Increase in chemical costs

Weights and Measures

- No changes

TOWN OF SOUTH HADLEY
Fiscal Year 2024 - ESTIMATED SOURCES AND USES
Based on Appropriations Committee Recommendations
Based on Recommended Operating Budgets and Governor's State Aid
(Does not include any capital requests)
(With Debt & Capital offsets rolled back in)
(Document is not final and subject to change)
March 1, 2023

AMOUNT TO BE RAISED:					ESTIMATED RECEIPTS:		
	FY23	FY24	FY24	FY24			
Appropriations		Base Budget	Request	TA Budget	Revenues:	FY23	FY24
School Department	23,626,460	24,426,460	24,776,460	24,526,460	Local Estimated Receipts	2,555,770	2,655,770
General Government	2,518,076	2,494,506	2,549,758	2,668,314	Cherry Sheet	14,310,996	15,105,632
- Selectboard	342,173	258,612	258,612	256,112	- Chapter 70 / Education Aid	10,922,681	11,700,564
- Accountant/Auditor	213,702	216,950	216,950	216,950	- UGGA	3,388,315	3,405,068
- Human Resources	180,026	178,990	181,165	172,925	Debt Exclusion Reimbursement	-	-
- Assessor	185,882	189,048	202,975	189,048	Enterprise Funds (see breakdown below)	5,171,341	5,477,988
- Collector/Treasurer	219,927	222,898	223,548	222,898	Available Funds (see breakdown below)	735,282	740,947
- Town Clerk	193,797	173,172	173,172	173,172	Electric Light Department Reimb	1,105,500	1,303,803
- Legal	95,000	100,000	105,000	95,000	Electric Light Department PILOT	180,000	180,000
- IT	393,926	405,613	412,613	412,613			
- Elections	56,250	75,750	77,750	76,750	Total	24,058,889	25,464,140
- Planning/Conservation	266,962	271,238	271,238	271,238			
- Public Building Maintenance	234,970	264,742	279,742	444,115			
- Internal Service Fund	8,000	8,000	9,000	8,000	Total to be Raised (to balance budget)	56,042,205	58,425,153
- Recreation	127,461	129,493	137,993	129,493	Total Estimated Receipts (from above)	24,058,889	25,464,140
Public Safety	3,366,357	3,712,976	3,856,086	3,752,021	Tax Levy Required (expenses minue receipts)	31,983,316	32,961,013
- Police	3,172,174	3,503,524	3,547,367	3,525,069	Actual Tax Levy Limit	30,927,233	31,900,414
- Inspections	186,303	201,452	300,719	218,952	Debt Exclusion to be Raised	1,061,547	1,060,599
- Weights and Measures	7,900	8,000	8,000	8,000			
Injured on Duty	50,000	50,000	50,000	50,000			
Reserve Fund	25,000	25,000	25,000	25,000	Balance		\$ (0)
DPW	4,362,274	4,599,969	4,844,029	4,787,029			
- Public Works	1,527,814	1,607,491	1,782,351	1,725,351			
- Landfill	1,331,363	1,397,005	1,404,305	1,404,305			
- Water Pollution	1,433,297	1,524,373	1,579,273	1,579,273	Amount of Available Funds Proposed to be Voted		
- Sewerage	69,800	71,100	78,100	78,100	Conservation Wetlands	2,000	2,000
Snow & Ice	101,360	101,360	101,360	101,360	Boat Excise	4,000	12,000
Council on Aging	525,218	578,910	612,210	604,210	Dog Refund	20,000	22,000
Veterans Benefits	278,481	340,460	348,460	341,460	Aid To Libraries	19,000	20,500
Libraries	797,703	815,516	842,890	819,516	Cable Studio Fund	157,819	152,984
Town Audit	35,000	41,000	41,000	31,000	Redevelopment Authority	-	-
GASB 45 - Actuary	4,000	4,000	4,000	4,000	Free Cash	532,463	531,463
Unclassified Accounts	9,739,937	10,359,719	10,415,719	10,380,697	Total	735,282	740,947
- Retirement Fund	4,019,387	4,343,569	4,343,569	4,343,569			
- Unemployment Compensation	101,000	101,000	101,000	101,000	Est. Enterprise Funds/ Receipts to be Voted		
- Street & Traffic Light	99,000	105,000	105,000	105,000			
- General Liability Insurance	403,000	440,000	440,000	440,000	WWTP	1,503,097	1,657,373
- Employee & Retirement Health	4,710,000	4,942,600	4,992,600	4,963,378	WWTP Debt & Interest	342,111	342,111
- Town Reports	1,800	1,800	1,800	1,000	Landfill	1,331,363	1,404,305
- FICA/ Medicare	400,000	420,000	425,000	420,000	Landfill Debt & Interest	-	-
- Old Firehouse Museum	5,750	5,750	6,750	6,750	Reimbursement to General Fund	623,912	671,319
Workers' Compensation	150,000	150,000	150,000	150,000	Ledges Golf Course Enterprise	1,038,395	1,071,417
Health Department	298,390	317,979	369,607	329,107	Ledges Golf Course Debt & Interest	332,463	331,463
Debt & Interest	2,374,893	2,305,638	2,305,638	2,305,638	Ledges Golf Retained Earnings	-	-
Debt & Interest (Debt Exclusion)	1,061,547	1,060,599	1,060,599	1,060,599	Total	5,171,341	5,477,988
Connecticut River Markers	4,000	12,000	12,000	12,000			
Canal Park	1,000	-	-	-			
Ledges Golf Course Enterprise	1,370,858	1,402,880	1,476,110	1,402,880			
Cable Studio	117,961	110,634	110,634	110,634			
Conservation Land Fund	15,000	15,000	15,000	15,000			
Wage & Classification Plan	225,000	80,000	150,000	90,000			
OPEB Trust Fund	500,000	500,000	500,000	500,000			
Mosier Stabilization Fund	200,000	200,000	200,000	200,000			
Capital Stabilization Fund	122,000	-	68,255	-			
Total Appropriations	51,870,515	53,704,606	54,884,815	54,266,925			
Other Amounts to be Raised							
PVPC Assessment	3,233	3,330	3,330	3,330			
Overlay Reserve	377,849	297,647	297,647	254,215			
Cherry Sheet Charges	175,596	225,612	225,612	225,612			
Cherry Sheet Offsets	863,423	645,018	645,018	645,018			
School Choice/Charter Tuition	2,751,589	3,030,054	3,030,054	3,030,054			
Total	56,042,205	57,906,266	59,086,476	58,425,153			

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24	
Department	Budgeted	TA Approved		
1220 Selectboard				
Town Administrator	\$ 165,007	\$ 175,000	\$ 9,993	6.06%
Yr End Salary Adjustment	\$ 1,151	\$ -	\$ (1,151)	-100.00%
Deputy Town Administrator	\$ -	\$ -	\$ -	#DIV/0!
Moderator	\$ 500	\$ 500	\$ -	0.00%
Administrative Secretary	\$ 54,912	\$ 54,912	\$ -	0.00%
Selectboard	\$ 10,000	\$ 10,000	\$ -	0.00%
Total Selectboard P/S	\$ 231,570	\$ 240,412	\$ 8,842	3.82%
Advertising	\$ 400	\$ 400	\$ -	0.00%
Other Purchased Services	\$ 10,000	\$ -	\$ (10,000)	-100.00%
Departmental Supplies	\$ 500	\$ 500	\$ -	0.00%
Mileage	\$ 300	\$ 300	\$ -	0.00%
Boards & Commissions	\$ 10,000	\$ 2,500	\$ (7,500)	-75.00%
Dues & Subscriptions	\$ 12,000	\$ 12,000	\$ -	0.00%
Total Selectboard O/E	\$ 33,200	\$ 15,700	\$ (17,500)	-52.71%
Total Selectboard	\$ 264,770	\$ 256,112	\$ (8,658)	-3.27%
1250 Cable Access				
Cable Studio Associate	\$ 39,635	\$ 31,841	\$ (7,794)	-19.66%
Director	\$ 51,376	\$ 52,193	\$ 817	1.59%
Yr End Salary Adjustment	\$ 350	\$ -	\$ (350)	-100.00%
Total Cable Access P/S	\$ 91,361	\$ 84,034	\$ (7,327)	-8.02%
Utilities	\$ 2,000	\$ 2,000	\$ -	0.00%
Studio Equipment	\$ 12,000	\$ 12,000	\$ -	0.00%
Studio Supplies	\$ 800	\$ 800	\$ -	0.00%
Repair & Service	\$ 4,000	\$ 4,000	\$ -	0.00%
Remote Location Equipment	\$ 5,000	\$ 5,000	\$ -	0.00%
Access User Equipment	\$ 2,000	\$ 2,000	\$ -	0.00%
Clothing Allowance: Union	\$ 800	\$ 800	\$ -	0.00%
Total Cable Access O/E	\$ 26,600	\$ 26,600	\$ -	0.00%
Total Cable Access	\$ 117,961	\$ 110,634	\$ (7,327)	-6.21%
1320 Finance Committee Reserve				
Total Reserve Fund	\$ 25,000	\$ 25,000	\$ -	0.00%
1350 Accountant/Auditor				
Applications Specialist	\$ 49,047	\$ 49,047	\$ -	0.00%
Yr End Salary Adjustment	\$ 834	\$ -	\$ (834)	-100.00%
Assistant Town Accountant	\$ 73,404	\$ 73,404	\$ -	0.00%
Town Accountant	\$ 94,349	\$ 94,349	\$ -	0.00%
Total Accounting P/S	\$ 217,634	\$ 216,800	\$ (834)	-0.38%
Printing & Binding	\$ 75	\$ 150	\$ 75	100.00%
Supplies	\$ 25	\$ -	\$ (25)	-100.00%
Total Accounting O/E	\$ 100	\$ 150	\$ 50	50.00%
Total Accounting	\$ 217,734	\$ 216,950	\$ (784)	-0.36%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24		
1360 Wage and Classification					
Merit Plan	\$ 225,000	\$ 90,000	\$ (135,000)		-60.00%
Expended/Transferred	\$ (29,753)	\$ -	\$ 29,753		-100.00%
Total Wage & Classification	\$ 195,247	\$ 90,000	\$ (105,247)		-53.90%
1370 Human Resources					
Yr End Salary Adjustment	\$ 536	\$ -	\$ (536)		-100.00%
Director of Human Resources	\$ 83,325	\$ 83,325	\$ -		0.00%
HR/Payroll Specialist	\$ 56,065	\$ 55,000	\$ (1,065)		-1.90%
Total Human Resources P/S	\$ 139,926	\$ 138,325	\$ (1,601)		-1.14%
FSA	\$ 600	\$ 600	\$ -		0.00%
Advertising	\$ 1,000	\$ 500	\$ (500)		-50.00%
Other Purchased Services	\$ 1,500	\$ 1,500	\$ -		0.00%
Payroll Supplies	\$ 1,000	\$ 1,000	\$ -		0.00%
Professional Development	\$ 20,000	\$ 15,000	\$ (5,000)		-25.00%
Staff Development	\$ 10,000	\$ 10,000	\$ -		0.00%
Tuition Reimbursement	\$ 6,000	\$ 6,000	\$ -		0.00%
Total Human Resources O/E	\$ 40,100	\$ 34,600	\$ (5,500)		-13.72%
Total Human Resources	\$ 180,026	\$ 172,925	\$ (7,101)		-3.94%
1410 Assessor					
Assessor	\$ 7,500	\$ 7,500	\$ -		0.00%
Associate Assessor	\$ 87,880	\$ 87,880	\$ -		0.00%
Asst. to Associate Assessor	\$ 53,852	\$ 54,693	\$ 841		1.56%
Yr End Salary Adjustment	\$ 546	\$ -	\$ (546)		-100.00%
Total Assessors P/S	\$ 149,778	\$ 150,073	\$ 295		0.20%
Professional & Technical	\$ 4,800	\$ 5,400	\$ 600		12.50%
Revaluation	\$ 8,000	\$ 8,000	\$ -		0.00%
Printing & Binding	\$ 40	\$ 40	\$ -		0.00%
Microfilming	\$ 220	\$ 235	\$ 15		6.82%
Other Purchased Services	\$ 23,500	\$ 23,500	\$ -		0.00%
Departmental Supplies	\$ 400	\$ 400	\$ -		0.00%
Mileage	\$ 1,200	\$ 1,200	\$ -		0.00%
Clothing Allowance: Union	\$ 200	\$ 200	\$ -		0.00%
Total Assessors O/E	\$ 38,360	\$ 38,975	\$ 615		1.60%
Total Assessor	\$ 188,138	\$ 189,048	\$ 910		0.48%
1460 Collector/Treasurer					
Assistant Collector/Treasurer	\$ 52,146	\$ 52,970	\$ 824		1.58%
Yr End Salary Adjustment	\$ 675	\$ -	\$ (675)		-100.00%
Senior Clerk	\$ 39,354	\$ 40,050	\$ 696		1.77%
Collector/Treasurer	\$ 83,928	\$ 83,928	\$ -		0.00%
Total Collector/Treasurer P/S	\$ 176,103	\$ 176,948	\$ 845		0.48%
Printing & Binding	\$ 5,500	\$ 5,500	\$ -		0.00%
Profesional Services	\$ 27,000	\$ 27,000	\$ -		0.00%
Parking Clerk Fees	\$ 150	\$ 150	\$ -		0.00%
Departmental Supplies	\$ 400	\$ 400	\$ -		0.00%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24	
Bank Service Charges	\$ 9,000	\$ 9,000	\$ -	0.00%
Tax Title Recording Fees	\$ 3,500	\$ 3,500	\$ -	0.00%
Clothing Allowance: Union	\$ 400	\$ 400	\$ -	0.00%
Total Collector/Treasurer O/E	\$ 45,950	\$ 45,950	\$ -	0.00%
Total Collector/Treasurer	\$ 222,053	\$ 222,898	\$ 845	0.38%
1490 Town Audit				
Total Town Audit	\$ 39,000	\$ 35,000	\$ (4,000)	-10.26%
1500 Town Clerk				
Yr End Salary Correction	\$ 596	\$ -	\$ (596)	-100.00%
Assistant Town Clerk	\$ 68,000	\$ 54,003	\$ (13,997)	-20.58%
Sr.Account Clerk	\$ 25,000	\$ 25,000	\$ -	0.00%
Town Clerk	\$ 82,701	\$ 76,669	\$ (6,032)	-7.29%
Total Town Clerk P/S	\$ 176,297	\$ 155,672	\$ (20,625)	-11.70%
Conservation Program	\$ 5,000	\$ 5,000	\$ -	0.00%
Legal	\$ -	\$ -	\$ -	#DIV/0!
Other Purchased Services	\$ 10,000	\$ 10,000	\$ -	0.00%
Departmental Supplies	\$ 2,500	\$ 2,500	\$ -	0.00%
Total Town Clerk O/E	\$ 17,500	\$ 17,500	\$ -	0.00%
Total Town Clerk	\$ 193,797	\$ 173,172	\$ (20,625)	-10.64%
1510 Legal Services				
Total Legal Services	\$ 95,000	\$ 95,000	\$ -	0.00%
1550 Information Technology				
Yr End Salary Correction	\$ 272	\$ -	\$ (272)	-100.00%
Network Technician	\$ 70,492	\$ 70,492	\$ -	0.00%
Total I.T. P/S	\$ 70,764	\$ 70,492	\$ (272)	-0.38%
Payroll Services	\$ 36,300	\$ 36,300	\$ -	0.00%
Hardware	\$ 3,500	\$ 3,500	\$ -	0.00%
Internet Access	\$ 49,944	\$ 52,344	\$ 2,400	4.81%
Telephone	\$ 32,359	\$ 32,359	\$ -	0.00%
Hardware Maintenance	\$ 18,618	\$ 18,618	\$ -	0.00%
Software Maintenance	\$ 163,329	\$ 171,500	\$ 8,171	5.00%
Software	\$ 3,000	\$ 5,000	\$ 2,000	66.67%
Other Supplies	\$ 2,500	\$ 2,500	\$ -	0.00%
Computer Supplies	\$ 5,000	\$ 5,000	\$ -	0.00%
Computer Replacement	\$ 10,000	\$ 15,000	\$ 5,000	50.00%
Total I.T. O/E	\$ 324,550	\$ 342,121	\$ 17,571	5.41%
Total Information Technology	\$ 395,314	\$ 412,613	\$ 17,299	4.38%
1620 Elections				
Election Officer	\$ 20,000	\$ 25,000	\$ 5,000	25.00%
Office Staff	\$ 3,000	\$ 7,000	\$ 4,000	133.33%
Registrars	\$ 3,000	\$ 3,000	\$ -	0.00%
Total Elections P/S	\$ 26,000	\$ 35,000	\$ 9,000	34.62%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
Printing & Binding	\$ 17,000	\$ 27,000	\$ 10,000	58.82%
Contracted Services	\$ 4,000	\$ 4,500	\$ 500	12.50%
Street Lists	\$ 750	\$ 750	\$ -	0.00%
Annual Census	\$ 7,500	\$ 7,500	\$ -	0.00%
Polling Supplies	\$ 1,000	\$ 2,000	\$ 1,000	100.00%
Total Elections O/E	\$ 30,250	\$ 41,750	\$ 11,500	38.02%
Total Elections	\$ 56,250	\$ 76,750	\$ 20,500	36.44%
1750 Planning/Conservation				
Yr End Salary Correction	\$ 756	\$ -	\$ (756)	-100.00%
Planning/Conservation Coordinator	\$ 43,868	\$ 44,609	\$ 741	1.69%
Assoc.Planner/Cons Admin	\$ 60,674	\$ 60,674	\$ -	0.00%
Town Planner	\$ 92,831	\$ 92,831	\$ -	0.00%
Total Planning/Conservation P/S	\$ 198,129	\$ 198,114	\$ (15)	-0.01%
Advertising	\$ 3,500	\$ 3,500	\$ -	0.00%
Other Services	\$ 45,024	\$ 45,024	\$ -	0.00%
Other Intergovernmental	\$ 6,000	\$ 6,000	\$ -	0.00%
Mileage	\$ 900	\$ 900	\$ -	0.00%
Redevelopment:Other	\$ 2,000	\$ 2,000	\$ -	0.00%
Land Management Program	\$ 10,000	\$ 10,000	\$ -	0.00%
Valley Bike Share	\$ 5,500	\$ 5,500	\$ -	0.00%
Clothing Allowance: Union	\$ 200	\$ 200	\$ -	0.00%
Total Planning/Conservation O/E	\$ 73,124	\$ 73,124	\$ -	0.00%
Total Planning/Conservation	\$ 271,253	\$ 271,238	\$ (15)	-0.01%
1920 Public Building Maintenance				
Facilities & Safety Coordinator	\$ 79,373	\$ 79,373	\$ -	0.00%
Director of Building Operations	\$ -	\$ 100,000	\$ 100,000	#DIV/0!
Total Public Building PS	\$ 79,373	\$ 179,373	\$ 100,000	125.99%
Electricity	\$ 17,500	\$ 18,000	\$ 500	2.86%
Heating Fuel	\$ 9,100	\$ 15,000	\$ 5,900	64.84%
Postage	\$ 12,240	\$ 20,000	\$ 7,760	63.40%
Custodial Services	\$ 36,700	\$ 45,000	\$ 8,300	22.62%
Water	\$ 800	\$ 1,000	\$ 200	25.00%
Sewer	\$ 530	\$ 1,000	\$ 470	88.68%
Facilities Management	\$ 25,500	\$ 27,000	\$ 1,500	5.88%
Repair & Maintenance Building	\$ 37,700	\$ 38,000	\$ 300	0.80%
Alarm Monitoring	\$ 500	\$ 500	\$ -	0.00%
Repair & Maintenance Office Equip.	\$ 1,000	\$ 1,000	\$ -	0.00%
Other Property Related Service	\$ 14,000	\$ 14,000	\$ -	0.00%
Rubbish Collection	\$ 75,700	\$ 80,242	\$ 4,542	6.00%
Building Repair & Mtce Supplies	\$ 2,000	\$ 2,000	\$ -	0.00%
Custodial Supplies	\$ 1,700	\$ 2,000	\$ 300	17.65%
Total Public Building Mtc. O/E	\$ 234,970	\$ 264,742	\$ 29,772	12.67%
Total Public Bldg Mtce	\$ 314,343	\$ 444,115	\$ 129,772	41.28%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
1930 Internal Service Fund				
Total Internal Service Fund	\$ 8,000	\$ 8,000	\$ -	0.00%
1950 Town Reports				
Total Town Reports	\$ 1,800	\$ 1,000	\$ (800)	-44.44%
2100 Police				
Fitness Standards	\$ 13,000	\$ 13,000	\$ -	0.00%
Yr End Salary Adjustment	\$ 8,377	\$ -	\$ (8,377)	-100.00%
Supervisors	\$ 748,271	\$ 817,020	\$ 68,749	9.19%
Dispatcher	\$ 245,610	\$ 290,775	\$ 45,165	18.39%
Scheduled Overtime	\$ 125,000	\$ 137,500	\$ 12,500	10.00%
Overtime: Other Dept.	\$ 12,000	\$ 12,000	\$ -	0.00%
Educational Incentive	\$ 223,435	\$ 289,568	\$ 66,133	29.60%
Dispatcher Overtime	\$ 16,400	\$ 18,040	\$ 1,640	10.00%
Dispatcher Training OT	\$ 3,600	\$ 3,600	\$ -	0.00%
Dispatcher Roll Call	\$ 6,756	\$ 6,756	\$ -	0.00%
Paid Holidays	\$ 79,955	\$ 89,540	\$ 9,585	11.99%
Dispatcher Holidays	\$ 10,508	\$ 13,241	\$ 2,733	26.01%
Shift Differentials	\$ 37,537	\$ 37,537	\$ -	0.00%
Roll Call	\$ 52,000	\$ 57,200	\$ 5,200	10.00%
Comp Time Buyout	\$ 48,000	\$ 48,000	\$ -	0.00%
Training Overtime	\$ 61,200	\$ 61,200	\$ -	0.00%
Patrolman	\$ 1,136,090	\$ 1,282,515	\$ 146,425	12.89%
On call Detective	\$ 15,600	\$ 15,600	\$ -	0.00%
Secretary	\$ 48,090	\$ 49,047	\$ 957	1.99%
Total Police P/S	\$ 2,891,429	\$ 3,242,139	\$ 350,710	12.13%
Outside Detail Services	\$ -	\$ -	\$ -	#DIV/0!
Electricity	\$ 30,000	\$ 30,000	\$ -	0.00%
Heating Fuel	\$ 11,000	\$ 11,000	\$ -	0.00%
Dispatcher Training	\$ 2,000	\$ 2,000	\$ -	0.00%
Training	\$ 41,000	\$ 41,000	\$ -	0.00%
Medical	\$ 3,500	\$ 3,500	\$ -	0.00%
Data Processing	\$ 2,800	\$ 2,800	\$ -	0.00%
Other Purchased Services	\$ 14,400	\$ 14,400	\$ -	0.00%
Annual Contracts	\$ 72,795	\$ 75,000	\$ 2,205	3.03%
Water	\$ 560	\$ 560	\$ -	0.00%
Sewer	\$ 270	\$ 270	\$ -	0.00%
Repair & Maintenance Facilities	\$ 15,000	\$ 15,000	\$ -	0.00%
Repair & Maintenance Vehicles	\$ 18,000	\$ 18,000	\$ -	0.00%
Other Supplies	\$ 5,000	\$ 5,000	\$ -	0.00%
Uniforms	\$ 5,000	\$ 5,000	\$ -	0.00%
Infrastructure/Technology	\$ 22,400	\$ 22,400	\$ -	0.00%
Departmental Supplies	\$ 4,000	\$ 4,000	\$ -	0.00%
Vehicular Supplies	\$ 33,000	\$ 33,000	\$ -	0.00%
Total Police O/E	\$ 280,725	\$ 282,930	\$ 2,205	0.79%
Total Police	\$ 3,172,154	\$ 3,525,069	\$ 352,915	11.13%
2410 Inspection Services				
Assistant Building Commissioner	\$ 2,000	\$ -	\$ (2,000)	-100.00%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
Assistant Wiring/Plumbing Inspector	\$ 1,500	\$ 1,500	\$ -	0.00%
Building Commissioner	\$ 79,040	\$ 90,002	\$ 10,962	13.87%
Yr End Salary Adjustment	\$ 675	\$ -	\$ (675)	-100.00%
Plumbing Inspector	\$ 27,092	\$ 27,514	\$ 422	1.56%
Senior Clerk	\$ 42,724	\$ 43,454	\$ 730	1.71%
Wiring Inspector	\$ 27,456	\$ 27,882	\$ 426	1.55%
Total Inspection Services P/S	\$ 180,487	\$ 190,352	\$ 9,865	5.47%
Other Purchased Services	\$ 900	\$ 20,000	\$ 19,100	2122.22%
Other Supplies	\$ 860	\$ 1,000	\$ 140	16.28%
Departmental Supplies	\$ 1,090	\$ 1,000	\$ (90)	-8.26%
Car Allowance	\$ 5,500	\$ 6,000	\$ 500	9.09%
Clothing Allowance: Union	\$ 600	\$ 600	\$ -	0.00%
Total Inspection Services O/E	\$ 8,950	\$ 28,600	\$ 19,650	219.55%
Total Inspection Services	\$ 189,437	\$ 218,952	\$ 29,515	15.58%
2440 Weights and Measures				
Total Weights and Measures	\$ 7,900	\$ 8,000	\$ 100	1.27%
4000 Department of Public Works				
Admin:Operations Manager	\$ -	\$ -	\$ -	#DIV/0!
Admin:Yr End Salary Adjustment	\$ 850	\$ -	\$ (850)	-100.00%
Admin:Account Clerk	\$ 46,072	\$ 46,842	\$ 770	1.67%
Admin:Superintendent	\$ 102,253	\$ 102,253	\$ -	0.00%
CM:Yr End Salary Correction	\$ 1,624	\$ -	\$ (1,624)	-100.00%
CM:Highway Superintendent	\$ 63,607	\$ 71,906	\$ 8,299	13.05%
CM:Overtime	\$ 11,500	\$ 17,240	\$ 5,740	49.91%
CM:Equipment Operators	\$ 373,623	\$ 376,038	\$ 2,415	0.65%
CM:Seasonal Staff	\$ 2,000	\$ -	\$ (2,000)	-100.00%
PK:Yr End Salary Adjustment	\$ 842	\$ -	\$ (842)	-100.00%
PK:Overtime	\$ 6,500	\$ 7,200	\$ 700	10.77%
PK:Maintenance Craftsman	\$ 194,314	\$ 255,370	\$ 61,056	31.42%
PK:Summer Help	\$ 31,200	\$ 3,600	\$ (27,600)	-88.46%
PK:Supervisor	\$ 66,727	\$ 71,906	\$ 5,179	7.76%
VM:Yr End Salary Correction	\$ 223	\$ -	\$ (223)	-100.00%
VM:Mechanic	\$ 58,944	\$ 62,884	\$ 3,940	6.68%
CM:Foreman	\$ -	\$ 64,002	\$ 64,002	#DIV/0!
On Call	\$ -	\$ 14,560	\$ 14,560	#DIV/0!
Total DPW-P/S	\$ 960,279	\$ 1,093,801	\$ 133,522	13.90%
Admin:Electricity	\$ 6,700	\$ 6,800	\$ 100	1.49%
Admin:Natural Gas	\$ 6,200	\$ 6,300	\$ 100	1.61%
Admin:Medical	\$ 1,500	\$ 1,600	\$ 100	6.67%
Admin:Engineer/Architectural	\$ 93,000	\$ 93,000	\$ -	0.00%
Admin:Advertising	\$ 770	\$ 770	\$ -	0.00%
Admin:Postage	\$ 200	\$ 200	\$ -	0.00%
Admin:Water	\$ 500	\$ 500	\$ -	0.00%
Admin:Sewer	\$ 265	\$ 280	\$ 15	5.66%
Admin:Repair & Maintenance Buildings	\$ 10,200	\$ 12,000	\$ 1,800	17.65%
Admin:Uniforms Union/Non-Union	\$ 8,700	\$ 9,000	\$ 300	3.45%
Admin:Office/Departmental Supplies	\$ 4,500	\$ 4,600	\$ 100	2.22%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
Admin:Building Repair & Mtce Supplies	\$ 10,900	\$ 12,000	\$ 1,100	10.09%
CM:Repair & Maintenance Facilities	\$ 3,100	\$ 4,000	\$ 900	29.03%
CM:Repair & Maintenance Traffic Equipmen	\$ 12,400	\$ 13,000	\$ 600	4.84%
CM:Paving & Marking	\$ 19,700	\$ 35,000	\$ 15,300	77.66%
CM:Construction Maintenance Supplies	\$ 87,500	\$ 100,000	\$ 12,500	14.29%
PK:Electricity	\$ 5,900	\$ 5,900	\$ -	0.00%
PK:Heating Fuel	\$ 2,800	\$ 2,900	\$ 100	3.57%
PK:Water	\$ 36,000	\$ 36,000	\$ -	0.00%
PK:Sewer	\$ 900	\$ 900	\$ -	0.00%
PK:Repair & Maintenance Facilities	\$ 45,900	\$ 50,000	\$ 4,100	8.93%
PK:Repair & Maintenance Equipment	\$ 7,200	\$ 7,400	\$ 200	2.78%
PK:Groundskeeping Supplies	\$ 28,000	\$ 37,000	\$ 9,000	32.14%
PK:Vehicular Supplies	\$ 2,100	\$ 2,400	\$ 300	14.29%
Tree Planting	\$ 1,000	\$ 2,000	\$ 1,000	100.00%
Tree:Other Purchased Services	\$ 68,800	\$ 80,000	\$ 11,200	16.28%
Tree:Repair & Maintenance Vehicles	\$ 800	\$ 1,000	\$ 200	25.00%
Tree:Groundskeeping Supplies	\$ 700	\$ 2,000	\$ 1,300	185.71%
VM:Vehicular Supplies	\$ 58,100	\$ 60,000	\$ 1,900	3.27%
VM:Gasoline	\$ 43,200	\$ 45,000	\$ 1,800	4.17%
DPW-Other Expenses	\$ 567,535	\$ 631,550	\$ 64,015	11.28%
Total Department of Public Works	\$ 1,527,814	\$ 1,725,351	\$ 197,537	12.93%
4230 Snow and Ice Removal				
Snow and Ice-Overtime	\$ 21,000	\$ 21,000	\$ -	0.00%
Repair & Maintenance Vehicles	\$ 7,100	\$ 7,100	\$ -	0.00%
Snow Removal Contracts	\$ 18,660	\$ 18,660	\$ -	0.00%
Sand	\$ 2,000	\$ 2,000	\$ -	0.00%
De-Icing Chemicals	\$ 37,400	\$ 37,400	\$ -	0.00%
Vehicular Supplies	\$ 5,200	\$ 5,200	\$ -	0.00%
Fuel	\$ 10,000	\$ 10,000	\$ -	0.00%
Snow and Ice-Other Expenses	\$ 80,360	\$ 80,360	\$ -	0.00%
Total Snow and Ice Removal	\$ 101,360	\$ 101,360	\$ -	0.00%
4240 Street Lighting				
Street Lights	\$ 97,000	\$ 103,000	\$ 6,000	6.19%
Signal Lights	\$ 2,000	\$ 2,000	\$ -	0.00%
Total Street Lighting	\$ 99,000	\$ 105,000	\$ 6,000	6.06%
5110 Board of Health				
Yr End Salary Correction	\$ 921	\$ -	\$ (921)	-100.00%
Community Nurse	\$ 30,254	\$ 49,920	\$ 19,666	65.00%
Health Compliance Officer	\$ 54,080	\$ 54,924	\$ 844	1.56%
Director	\$ 84,157	\$ 84,157	\$ -	0.00%
Assistant Public Health Director	\$ 61,340	\$ 61,340	\$ -	0.00%
Administrative Asst.	\$ -	\$ -	\$ -	#DIV/0!
Total Board of Health P/S	\$ 230,752	\$ 250,341	\$ 19,589	8.49%
Professional & Technical	\$ 400	\$ -	\$ (400)	-100.00%
Animal Services	\$ 22,000	\$ 32,000	\$ 10,000	45.45%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24	
Emergency Management Expense	\$ 10,938	\$ 11,266	\$ 328	3.00%
Advertising	\$ 400	\$ 400	\$ -	0.00%
Other Purchased Services	\$ 32,000	\$ 32,000	\$ -	0.00%
Car Allowance	\$ 1,500	\$ 2,500	\$ 1,000	66.67%
Clothing Allowance: Union	\$ 400	\$ 600	\$ 200	50.00%
Board of Health O/E	\$ 67,638	\$ 78,766	\$ 11,128	16.45%
Total Board of Health	\$ 298,390	\$ 329,107	\$ 30,717	10.29%
5410 Council on Aging				
Flexible Staff/Expanded Hours	\$ 38,000	\$ 2,000	\$ (36,000)	-94.74%
Yr End Salary Adjustment	\$ 1,451	\$ -	\$ (1,451)	-100.00%
Cook	\$ 43,452	\$ 44,189	\$ 737	1.70%
Director	\$ 77,188	\$ 77,188	\$ -	0.00%
Program Coordinator	\$ 49,150	\$ 49,924	\$ 774	1.57%
Administrative Assistant	\$ 58,989	\$ 59,882	\$ 893	1.51%
Social Services Coordinator	\$ 57,596	\$ 58,474	\$ 878	1.52%
Sr. Center Coordinator	\$ 51,522	\$ 49,798	\$ (1,724)	-3.35%
Activity & Volunteer Coord	\$ 14,434	\$ 30,838	\$ 16,404	113.65%
Café & Kitchen Asst.	\$ 5,408	\$ 11,297	\$ 5,889	108.89%
Driver	\$ 24,000	\$ 34,000	\$ 10,000	41.67%
AM/PM Receptionists	\$ -	\$ 39,000	\$ 39,000	#DIV/0!
Council on Aging P/S	\$ 421,190	\$ 456,590	\$ 35,400	8.40%
Electricity	\$ 20,000	\$ 37,760	\$ 17,760	88.80%
Natural Gas	\$ 6,500	\$ 14,060	\$ 7,560	116.31%
Printing & Binding	\$ 300	\$ 1,200	\$ 900	300.00%
Advertising	\$ 500	\$ 2,900	\$ 2,400	480.00%
Postage	\$ 500	\$ 500	\$ -	0.00%
Other Purchased Services	\$ 6,500	\$ 6,500	\$ -	0.00%
Water	\$ 800	\$ 800	\$ -	0.00%
Sewer	\$ 600	\$ 600	\$ -	0.00%
Repair & Maintenance Buildings	\$ 15,000	\$ 15,000	\$ -	0.00%
Repair & Maintenance Vehicles	\$ 10,500	\$ 10,500	\$ -	0.00%
Repair & Maintenance Equipment	\$ 12,500	\$ 12,500	\$ -	0.00%
Custodial Supplies	\$ 29,500	\$ 41,500	\$ 12,000	40.68%
Car Allowance	\$ 2,200	\$ 2,200	\$ -	0.00%
Clothing Allowance: Union	\$ 1,600	\$ 1,600	\$ -	0.00%
Council on Aging O/E	\$ 107,000	\$ 147,620	\$ 40,620	37.96%
Total Council on Aging	\$ 528,190	\$ 604,210	\$ 76,020	14.39%
5430 Veterans' Services				
Director of Veterans Services	\$ -	\$ 82,160	\$ 82,160	#DIV/0!
Total Veterans' P/S	\$ -	\$ 82,160	\$ 82,160	#DIV/0!
Veterans' Benefits	\$ 120,000	\$ 140,000	\$ 20,000	16.67%
Fuel	\$ 30,000	\$ 35,000	\$ 5,000	16.67%
Physicians	\$ 3,000	\$ 3,000	\$ -	0.00%
Medication	\$ 3,000	\$ 6,000	\$ 3,000	100.00%
Hospital	\$ 300	\$ 300	\$ -	0.00%
Dental	\$ 5,000	\$ 5,000	\$ -	0.00%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
Celebrations	\$ -	\$ 1,000	\$ 1,000	#DIV/0!
Miscellaneous	\$ 65,000	\$ 65,000	\$ -	0.00%
District Administrative Costs	\$ 52,181	\$ -	\$ (52,181)	-100.00%
Other Expenses	\$ -	\$ 3,500	\$ 3,500	#DIV/0!
Celebrations	\$ 500	\$ 500	\$ -	0.00%
Total Veterans' O/E	\$ 278,981	\$ 259,300	\$ (19,681)	-7.05%
Total Veterans' Services	\$ 278,981	\$ 341,460	\$ 62,479	22.40%
6100 Library				
Administrative Assistant	\$ 37,149	\$ 42,319	\$ 5,170	13.92%
Yr End Salary Adjustment	\$ 2,071	\$ -	\$ (2,071)	-100.00%
Circulation Coordinator	\$ 57,512	\$ 58,390	\$ 878	1.53%
Custodian	\$ 18,356	\$ -	\$ (18,356)	-100.00%
Director	\$ 86,175	\$ 86,175	\$ -	0.00%
Teen Program Coordinator	\$ 43,722	\$ 44,462	\$ 740	1.69%
Tech Services Assistants	\$ 18,200	\$ 19,960	\$ 1,760	9.67%
Library Assistants	\$ 78,863	\$ 79,662	\$ 799	1.01%
Adult Services Librarian	\$ 57,658	\$ 58,537	\$ 879	1.52%
Youth Services Librarian	\$ 71,012	\$ 55,000	\$ (16,012)	-22.55%
Branch Librarian: Gaylord	\$ 26,513	\$ 30,351	\$ 3,838	14.48%
Youth Services: Gaylord	\$ 14,009	\$ 16,695	\$ 2,686	19.17%
Circulation Asst.: Gaylord	\$ 12,246	\$ 13,938	\$ 1,692	13.82%
Flexible Staff hours	\$ 1,975	\$ 1,500	\$ (475)	-24.05%
Library Page	\$ 15,600	\$ 16,307	\$ 707	4.53%
Archivist	\$ -	\$ -	\$ -	#DIV/0!
Total Library P/S	\$ 541,061	\$ 523,296	\$ (17,765)	-3.28%
Electricity	\$ 29,500	\$ 37,760	\$ 8,260	28.00%
Natural Gas	\$ 8,000	\$ 11,360	\$ 3,360	42.00%
Technology	\$ 20,000	\$ 10,000	\$ (10,000)	-50.00%
Postage	\$ 500	\$ 700	\$ 200	40.00%
Contracted Service	\$ 2,000	\$ 24,000	\$ 22,000	1100.00%
Water	\$ 600	\$ 600	\$ -	0.00%
Sewer	\$ 500	\$ 500	\$ -	0.00%
Facilities Management	\$ 40,000	\$ 46,000	\$ 6,000	15.00%
Network Services	\$ 29,000	\$ 28,500	\$ (500)	-1.72%
Educational Supplies	\$ 90,000	\$ 92,000	\$ 2,000	2.22%
Library Supplies	\$ 9,000	\$ 10,000	\$ 1,000	11.11%
Custodial Supplies	\$ 3,600	\$ 4,000	\$ 400	11.11%
Mileage	\$ 300	\$ 300	\$ -	0.00%
Branch: Other	\$ 25,000	\$ 27,500	\$ 2,500	10.00%
Uniform Allowance: Union	\$ 3,200	\$ 3,000	\$ (200)	-6.25%
Total Library O/E	\$ 261,200	\$ 296,220	\$ 35,020	13.41%
Total Library	\$ 802,261	\$ 819,516	\$ 17,255	2.15%
6300 Recreation				
Assistant Recreation Director	\$ 53,976	\$ 53,976	\$ -	0.00%
Yr End Salary Adjustment	\$ 494	\$ -	\$ (494)	-100.00%
Director	\$ 74,277	\$ 74,277	\$ -	0.00%
Summer Help	\$ -	\$ -	\$ -	#DIV/0!

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24	
Total Recreation P/S	\$ 128,747	\$ 128,253	\$ (494)	-0.38%
			\$ -	#DIV/0!
Medical Supplies	\$ 240	\$ 240	\$ -	0.00%
Bike/Walk Committee	\$ 1,000	\$ 1,000	\$ -	0.00%
Recreation O/E	\$ 1,240	\$ 1,240	\$ -	0.00%
Total Recreation	\$ 129,987	\$ 129,493	\$ (494)	-0.38%
6510 Canal Park				
Total Canal Park Committee	\$ 1,000	\$ -	\$ (1,000)	-100.00%
6710 Old Firehouse Museum				
Electricity	\$ 500	\$ 1,000	\$ 500	100.00%
Natural Gas	\$ 2,500	\$ 3,000	\$ 500	20.00%
Water	\$ 50	\$ 50	\$ -	0.00%
Repair & Maintenance Buildings	\$ 2,500	\$ 2,500	\$ -	0.00%
Other Property Related Services	\$ 200	\$ 200	\$ -	0.00%
Total Old Firehouse Museum	\$ 5,750	\$ 6,750	\$ 1,000	17.39%
7110 Retirement of Debt				
Total Principal: Long-Term Debt	\$ 2,426,185	\$ 2,432,472	\$ 6,287	0.26%
7510 Interest: Long-Term Debt				
Total Interest: Long-Term Debt	\$ 1,007,255	\$ 930,765	\$ (76,490)	-7.59%
7520 Interest: Short-Term Debt				
Interest on Notes	\$ -	\$ -	\$ -	#DIV/0!
Borrowing Costs	\$ 3,000	\$ 3,000	\$ -	0.00%
Paydown	\$ -	\$ -	\$ -	#DIV/0!
Total Interest: Short-Term Debt	\$ 3,000	\$ 3,000	\$ -	0.00%
9110 Retirement				
Total Retirement	\$ 4,019,387	\$ 4,343,569	\$ 324,182	8.07%
9130 Unemployment Compensation				
Total Unemployment Insurance	\$ 101,000	\$ 101,000	\$ -	0.00%
9140 Group Health Insurance				
Total Group Health Insurance	\$ 4,710,000	\$ 4,963,378	\$ 253,378	5.38%
9160 Fica/Medicare				
Total Fica/Medicare	\$ 400,000	\$ 420,000	\$ 20,000	5.00%
9450 Liability Insurance				
Property Insurance	\$ 378,000	\$ 415,000	\$ 37,000	9.79%
Deductibles	\$ 25,000	\$ 25,000	\$ -	0.00%
Total Liability Insurance	\$ 403,000	\$ 440,000	\$ 37,000	9.18%
2950 Ct. River Channel Marker				
Total Ct. River Channel Marker	\$ 4,000	\$ 12,000	\$ 8,000	200.00%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23		FY24		
4340 DPW: Landfill					
Yr End Salary Adjustment	\$ 326	\$ -	\$ (326)		-100.00%
Overtime	\$ 6,622	\$ 6,622	\$ -		0.00%
Gate Attendant	\$ 34,974	\$ 34,840	\$ (134)		-0.38%
Temporary Staff	\$ 1,200	\$ -	\$ (1,200)		-100.00%
Solid Waste Coordinator	\$ 49,941	\$ 50,743	\$ 802		1.61%
Total DPW:Landfill P/S	\$ 93,063	\$ 92,205	\$ (858)		-0.92%
Electricity	\$ 1,000	\$ -	\$ (1,000)		-100.00%
Engineer/Architectural	\$ 1,000	\$ 1,000	\$ -		0.00%
Printing & Binding	\$ 4,500	\$ 4,600	\$ 100		2.22%
Advertising	\$ 1,650	\$ 1,700	\$ 50		3.03%
Postage	\$ 2,050	\$ -	\$ (2,050)		-100.00%
Repair & Maintenance Buildings	\$ 2,000	\$ 2,000	\$ -		0.00%
Repair & Maintenance Vehicles	\$ 9,100	\$ 9,100	\$ -		0.00%
Rent/Lease Construction Equipment	\$ 41,800	\$ 52,000	\$ 10,200		24.40%
Garbage Removal Contract	\$ 650,000	\$ 689,000	\$ 39,000		6.00%
Tipping Fee	\$ 410,000	\$ 434,000	\$ 24,000		5.85%
Public Works Supplies	\$ 3,000	\$ 3,000	\$ -		0.00%
Uniforms	\$ 1,200	\$ 1,200	\$ -		0.00%
PAYT Supplies	\$ 106,000	\$ 112,000	\$ 6,000		5.66%
Fuel	\$ 5,000	\$ 2,500	\$ (2,500)		-50.00%
Total DPW:Landfill O/E	\$ 1,238,300	\$ 1,312,100	\$ 73,800		5.96%
Total DPW: Landfill	\$ 1,331,363	\$ 1,404,305	\$ 72,942		5.48%
4360 DPW:Sewerage					
Telephone	\$ -	\$ -	\$ -		#DIV/0!
Other Purchased Services	\$ 52,000	\$ 60,000	\$ 8,000		15.38%
Repair & Maintenance Vehicles	\$ 1,000	\$ 1,000	\$ -		0.00%
Sewerage Supplies	\$ 15,300	\$ 15,600	\$ 300		1.96%
Uniforms	\$ 1,500	\$ 1,500	\$ -		0.00%
TOTAL DPW:Sewerage	\$ 69,800	\$ 78,100	\$ 8,300		11.89%
4430 DPW:Water Pollution Control					
Operations Manager:WWTP	\$ 67,101	\$ 67,101	\$ -		0.00%
Yr End Salary Adjustment	\$ 2,177	\$ -	\$ (2,177)		-100.00%
Overtime	\$ 29,000	\$ 31,500	\$ 2,500		8.62%
Scheduled Overtime	\$ 27,500	\$ 30,000	\$ 2,500		9.09%
Technician	\$ 61,293	\$ 63,430	\$ 2,137		3.49%
Compliance Manager	\$ 73,217	\$ 73,217	\$ -		0.00%
SHMEO	\$ 240,464	\$ 260,000	\$ 19,536		8.12%
Supervisor	\$ 64,945	\$ 64,945	\$ -		0.00%
On-Call	\$ -	\$ 7,280	\$ 7,280		#DIV/0!
Total DPW:WWTP P/S	\$ 565,697	\$ 597,473	\$ 31,776		5.62%
Electricity	\$ 182,500	\$ 202,000	\$ 19,500		10.68%
Natural Gas	\$ 23,200	\$ 33,000	\$ 9,800		42.24%
Heating Fuel	\$ 5,000	\$ 5,000	\$ -		0.00%
Engineer/Architectural	\$ 25,000	\$ 25,000	\$ -		0.00%
Printing & Binding	\$ 3,300	\$ 3,300	\$ -		0.00%
Postage	\$ 5,000	\$ 5,000	\$ -		0.00%

FY2024 Detailed Budget Request

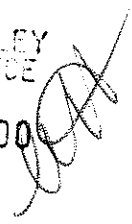
DRAFT - updated 3/3/23	FY23		FY24	
Other Purchased Services	\$ 71,000	\$ 100,000	\$ 29,000	40.85%
Stormwater	\$ 56,000	\$ 56,000	\$ -	0.00%
Water	\$ 9,000	\$ 9,500	\$ 500	5.56%
Repair & Maintenance Buildings	\$ 6,500	\$ 12,500	\$ 6,000	92.31%
Repair & Maintenance Vehicles	\$ 2,200	\$ 2,400	\$ 200	9.09%
Repair & Maintenance Pump Stations	\$ 22,000	\$ 42,000	\$ 20,000	90.91%
Rent/Lease Photo Copier	\$ -	\$ -	\$ -	#DIV/0!
Sludge Disposal	\$ 300,000	\$ 307,000	\$ 7,000	2.33%
Lab Supplies	\$ 12,500	\$ 14,000	\$ 1,500	12.00%
Sewerage Supplies	\$ 40,500	\$ 44,000	\$ 3,500	8.64%
Chemicals	\$ 76,000	\$ 93,000	\$ 17,000	22.37%
Uniforms	\$ 6,000	\$ 6,000	\$ -	0.00%
Office/Computer Supplies	\$ 500	\$ 500	\$ -	0.00%
SW/IPP Supplies	\$ 5,000	\$ 5,000	\$ -	0.00%
Buildings & Grounds Supplies	\$ 8,000	\$ 8,100	\$ 100	1.25%
Vehicular Supplies	\$ 3,100	\$ 3,100	\$ -	0.00%
Fuel	\$ 5,300	\$ 5,400	\$ 100	1.89%
Total DPW:WWTP O/E	\$ 867,600	\$ 981,800	\$ 114,200	13.16%
Total DPW: Water Pollution Control	\$ 1,433,297	\$ 1,579,273	\$ 145,976	10.18%
6800 Ledges Golf Course/Valley View				
Contract: Maintenance	\$ 612,229	\$ 625,239	\$ 13,010	2.12%
Contract: Management	\$ 36,000	\$ 39,900	\$ 3,900	10.83%
Contract: Operations	\$ 711,129	\$ 726,241	\$ 15,112	2.13%
Other Expenses	\$ 5,000	\$ 5,000	\$ -	0.00%
Farm Tax	\$ 6,500	\$ 6,500	\$ -	0.00%
Total Ledges Golf Course	\$ 1,370,858	\$ 1,402,880	\$ 32,022	2.34%
Workers' Compensation				
Budgeted	\$ 150,000	\$ 150,000	\$ -	0.00%
Expended	\$ -	\$ -	\$ -	0.00%
Total WC-Budgeted	\$ 150,000	\$ 150,000	\$ -	0.00%
Injured on Duty				
Budgeted	\$ 50,000	\$ 50,000	\$ -	0.00%
Expended	\$ -	\$ -	\$ -	#DIV/0!
Total IOD Budgeted	\$ 50,000	\$ 50,000	\$ -	0.00%
OPEB				
Total OPEB Budgeted	\$ 500,000	\$ 500,000	\$ -	0.00%
Capital Stabilization				
Total Capital Stabilization Budgeted	\$ 122,000	\$ -	\$ (122,000)	-100.00%
Mosier School Stabilization				
Total Mosier School Stabil. Budgeted	\$ 200,000	\$ 200,000	\$ -	0.00%
Conservation Land Fund				
Budgeted	\$ 15,000	\$ 15,000	\$ -	0.00%
Expended	\$ -	\$ -	\$ -	#DIV/0!
Conservation Land Fund Budgeted	\$ 15,000	\$ 15,000	\$ -	0.00%

FY2024 Detailed Budget Request

DRAFT - updated 3/3/23	FY23	FY24		
SCHOOL				
Total School	\$ 23,626,460	\$ 24,526,460	\$ 900,000	3.81%
 				
Total General Fund	\$ 22,997,737	\$ 24,348,907	\$ 1,351,170	5.88%
Total Misc. Trust	\$ 1,037,000	\$ 915,000	\$ (122,000)	-11.76%
Total Receipts Reserved	\$ 4,000	\$ 12,000	\$ 8,000	200.00%
Total DPW: Landfill	\$ 1,331,363	\$ 1,404,305	\$ 72,942	5.48%
Total DPW: WWTP	\$ 1,503,097	\$ 1,657,373	\$ 154,276	10.26%
Total Ledges	\$ 1,370,858	\$ 1,402,880	\$ 32,022	2.34%
Total School	\$ 23,626,460	\$ 24,526,460	\$ 900,000	3.81%
	\$ 51,870,515	\$ 54,266,925	\$ 2,396,410	4.62%

RECEIVED
TOWN OF SOUTH HADLEY
TOWN CLERK'S OFFICE

2020 JUL 20 AM 10:00



TOWN OF SOUTH HADLEY¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: July 17, 2020

This Contract is entered into on, or as of, this date by and between the Town of South Hadley, 116 Main Street, Room 109, South Hadley, MA 01075 (the "Town"), and

Allied Waste Services of Massachusetts, LLC d/b/a Republic Services of Springfield
["Contractor"]

Dan Higgins, Municipal Services Manager
385A Dunstable Road, Tyngsboro, MA 01879

978 226-9414 978 649-3408
dhiggins@republicservices.com

1. This is a Contract for the procurement of the following:

Solid Waste and Recycling Services as detailed in the Solid Waste Plan Invitation dated January 28, 2020. Specifically, the contractor will provide municipal solid waste, recycling, yard waste and C&D hauling in conformance with the Technical Approach and Operations Plan attached as Exhibit A.

2. The Contract prices to be paid to the Contractor by the Town are attached as Exhibit B.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed the among set forth on Exhibit B and as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Payments shall be made to the Contractor as follows: The Contractor shall invoice the

Town on a monthly basis for the costs incurred for services performed under this Agreement and the Town shall pay said invoice within thirty days of receipt of said invoice.

4. Security (*Surety is not required for contracts for the purchase of goods and most services*)

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract. [[may be deleted if *no* construction involved]]

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Solid Waste Plan Invitation and all attachments thereto, Instructions to Bidders, Proposal Form, , General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Responses to the Solid Waste Plan Invitation. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Recyclable Material: Recyclable Material consists of any material or substance at Town's locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, and with limitation to items that are accepted at the Town's designated Recycling end site, the Springfield MRF, and per the guidelines outlined by the MassDEP at RecycleSmartma.org and as more fully set forth in Exhibit A.
- 5.7 Solid Waste: Solid Waste is any nonhazardous solid waste generated at Town's locations that is not excluded by the provisions of this Contract. Solid Waste shall not include any Unacceptable Waste and as more fully set forth on Exhibit A.
- 5.8 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.9 Unacceptable Waste: Waste Materials specifically excludes hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable federal, state, or local laws, regulations or permits (collectively, "Applicable Law") or any otherwise regulated waste and as more fully set forth on Exhibit A.

5.10 Waste Material: Waste Material is all nonhazardous Solid Waste and/or Recyclable Material that is not excluded by this Contract. Waste Material does not include any Unacceptable Waste.

5.11 Work: The services set forth in Exhibit A, Technical Approach and Operations Plan.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2023, unless extended, in writing, upon mutual agreement of the parties, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. The Town and Contractor can mutually agree to extend the contract for up to two additional one-year terms, subject to a 4% price increase plus the increase in the Prevailing Wage for each extension period.

The Contractor has proposed to implement automated collections service per the Contractor's proposal dated February 24, 2020; the Contractor and the Town may agree to implement said services provided: 1. that automated service is agreed to for a three-year minimum term and 2. the prices set forth on Exhibit B for each respective year shall not change.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be terminated without liability for damages, penalties or other charges to the Town at the conclusion of the current fiscal period for which funding was approved. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town at the conclusion of the then-current annual term for which funding was approved.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on ninety (90) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town shall notify the Contractor in writing to cure the default within ten (10) business days. In the event Contractor fails to remedy the default within ten (10) business days upon receipt of Town's written notice to remedy the default, the Town may terminate this Contract on seven (7) day notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. This Contract may also be terminated by Contractor for any breach by the Town, including non-payment to Contractor, which is not cured by the Town within ten (10) business days upon being notified of the breach by Contractor.

9.3 Default.

a. The following shall constitute events of a default by the Contractor under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; and (2) any failure to perform any of its obligations under this Contract, including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the material terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, as well as the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above. The term material as used herein shall include, but

not be limited to, the repeated failure and/or repeated unreasonable or un-notified delay in the pick up or removal of solid waste or recycling.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and, except in the case of a violation resulting from Unacceptable Waste, it shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor

certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate

on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed, so long as the assignee is of sufficient experience and financial strength to continue the contract as contemplated hereunder and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Selectboard or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of South Hadley unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of South Hadley shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) to the extent arising out of or in connection with the work being performed or to be performed, or out of any negligent or willful act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, excluding normal wear and tear but including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's own negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work to the extent caused by: (a) a negligent act or omission, or the willful misconduct of, Contractor in the manner or method of executing the work (b) Contractor's non-execution of the work in breach of this Contract; or (c) Contractor's breach of its obligations under this Contract, at any time, as they pertain to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22. Intentionally Omitted.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of South Hadley as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or material amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer

to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, and the expiration date. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced for the Town under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours and with reasonable advanced notice to the Contractor, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, payrolls, and other relevant financial data directly relating to all matters covered by this Agreement.

26. Payment

The Town agrees to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of South Hadley shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT attached hereto.

34. Title and Right of Refusal:

Title to and liability for Waste Materials shall pass to Contractor when placed in Contractor's vehicle. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Unacceptable Waste. In such situations, Contractor shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the Town.

35. Exclusivity:

The Contractor is granted the exclusive right to provide services under this Contract. Notwithstanding the foregoing, to the extent the Contractor does not provide a related service or there is a price for service which is not covered by the Contract, the Town may seek services from a third party.

36. Force Majeure:

Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance for that period of time which it is prevented or prohibited from working. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of

Contractor's service under this Agreement. In the event of an extraordinary increased volume due to a Force Majeure event, Contractor and the Town shall negotiate the additional payment to be made to Contractor. Further, the Town shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials. Notwithstanding the foregoing, in the event there may be a cause to exercise a Force Majeure in one section of Town, that does not relieve the Contractor from performing services hereunder in the remainder of the Town.

37. Exhibits and Attachments:

Exhibit A – Technical Approach and Operations Plan

Exhibit B – Price List

Exhibit C – List of Municipal Facilities

Exhibit D – Certificate of Secretary

Attachments:

Republic Services Proposal dated March 18, 2020

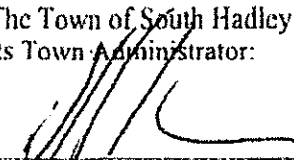
Republic Services Proposal dated February 24, 2020

Invitation for Solid Waste Plan dated January 28, 2020

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of South Hadley by
its Town Administrator:


Michael J. Sullivan

7-9-20
Date

The Contractor by:


Signature

7/17/2020
Date

Brian Van Dam - General Manager

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:


Town Accountant

7/13/2020
Date


Chief Procurement Officer

7/13/20
Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:
Brian Van Dam
Print Name

General Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Brian Van Dam, authorized signatory for
name of signatory

Allied Waste Services of Massachusetts, LLC, whose
name of contractor

principal place of business is at 845 Burnett Road, Chicopee, MA 01020,

does hereby certify under the pains and penalties of perjury that

Allied Waste Services of Massachusetts, LLC
_____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

July 17, 2020

Date

Brian Van Dam
Name

FID#: 86-1024452
Federal Tax ID # or Social Security #



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 30, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 16, 2001.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **EILEEN B SCHULER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth

EXHIBIT A
TECHNICAL APPROACH AND OPERATIONS PLAN
SCOPE OF WORK

1. Requirements

1.1 The Contractor shall furnish all labor, equipment, collection, transport required for removal and transportation and collection of the solid waste in the Town of South Hadley including curbside collection of non-recyclable municipal Solid Waste , and recyclable materials (Acceptable Recyclables”) at all residences, some businesses and municipal buildings in the Town. It will also include furnishing specific multi-unit residential structures and municipal buildings with separate containers for Solid Waste collection, transport, disposal, and sale of the materials described in this Scope of Work, including but not limited to transportation, operation, fuel, and maintenance of equipment, supervision, inspection, registration, licensing, and insurance. Collected Solid Waste will be transported to Republic Services’ McNamara Transfer Station. The Town will be invoiced per ton by Republic for each Solid Waste ton collected based on the Rate Sheet attached hereto as Exhibit B. The Contractor shall comply with all applicable Federal, State, and local

laws and regulations, and shall obtain all required licenses and permits

. Contractor agrees to repair and maintain vehicles dedicated to the Town of South Hadley to meet this contract.

1.2.1 Collection of solid waste, recyclables, and yard waste within the Town shall not begin earlier than 7:00 A.M., and shall not normally continue beyond 6:00 P.M. The Town and the Contractor may mutually agree in writing upon other collection times or disposal schedules. Curbside collection of solid waste and recyclables at each residence shall occur 26 weeks of the year, on an every other week basis; one half of the Town is collected one week and the other half is collected the following week. Curbside collection of yard waste shall occur for one pick up period (usually 2 weeks used to cover all routes) in the fall and one pick up period (usually two weeks used to cover all routes) in the spring. However, in the event the Town determines it would like an additional time for yard waste pick up, the Contractor will provide same on a mutually agreeable schedule and the rates noted on the Rate Sheet Attached hereto as Exhibit B

1.2.2 Residents may contract directly with the Contractor for every other week collection of solid waste in the Town’s PAYT Bags at the initial rate of \$180 per year based on the Rate Sheet attached hereto as Exhibit B. Said agreement for a so called “subscription service” shall be on an as requested service by a resident to the Contractor and the resident shall be billed directly by the contractor for said service. The Town has no responsibility to pay the Contractor for a subscription service.

- 1.3 At the times noted above in section 1.2, collection of solid waste, recyclables, and yard waste normally shall be collected Monday through Friday, and no solid waste shall be collected on Sunday or on any legal holiday of the Commonwealth of Massachusetts. If a legal holiday occurs in any given week, residential solid waste shall be collected one day later at all locations during the period of that week that follows the holiday, with the final day's collection made on Saturday. Deviations from this schedule must be approved in writing by the Town Administrator. Notwithstanding the foregoing the Contractor may pick up on Saturday in order to cover any missed days in the previous week.

In the event solid waste pick up is delayed due to inclement weather, the Contractor must provide the Town Administrator or his/her designee with 24 hours notice of said delay by electronic mail. Trash pick up will resume at the earliest possible time and date after the inclement weather. In all events, the Contractor shall be required to add additional resources should trash pick up days need to be doubled in order to pick up solid waste in accordance with the Contractor's obligations hereunder.

- 1.4 The Contractor shall exercise every reasonable care in collection of solid waste, recyclables and yard waste, and shall remove any waste accidentally spilled on private or public property.
- 1.5 The Contractor shall meet, either virtually or in person, with the Town Administrator or designee in June, prior to the beginning of each contract year, and at least monthly during the duration of the contract. The Contractor or the Town Administrator may request additional meetings, if necessary.
- 1.6 The Contractor shall notify the Town Administrator of any irregularities or problems encountered during collection. The Town Administrator or his/her designee will investigate these irregularities as well as any complaints by citizens concerning the performance of the Contractor. The Contractor shall make available to residents a telephone number at which direct complaints may be received between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday, except legal holidays. In addition, contractor shall maintain a specific log of reports from dispatch of all complaints received and their resolution and said report(s) shall be provided to the Town on at least a monthly basis or as otherwise requested by the Town.

2. Solid Waste

- 2.1 The contractor shall provide all necessary labor and equipment to collect, transport, and dispose of residential and municipal solid waste generated by the Town. Residential solid waste shall be collected at curbside every other week from each single family residence, multiple family residence containing two, three, or four residential, some businesses, and all municipal units, and selected condominium units in the Town of South Hadley. The Town may, at its discretion, relocate dumpsters/toters within the Town or add additional dumpsters/toters or adjust the size of dumpsters as needed. Increases or decreases

in service to the Town Buildings and Schools as set forth in Exhibit C shall result in prorated increases or decreases in the rates invoiced to the Town. At the execution hereof, the Contractor shall pick up municipal facilities as set forth on Exhibit C.

- 2.2 The Contractor will maintain the Collection Schedule as set forth in section 1.3 and 2.3. Any changes in the Collection Schedule must have the prior written approval of the Town Administrator and the Contractor shall notify in writing all affected residences of any changes in Collection Schedule a minimum of two weeks prior to the change.
- 2.3 Solid waste normally shall be collected Monday through Friday, and no solid waste shall be collected on Sunday or on the legal holidays of the Commonwealth of Massachusetts listed below. If a listed legal holiday occurs in any given week, residential solid waste shall be collected one day later at all locations during the period of that week that follows the holiday, with the final day's collection made on Saturday. Deviations from this schedule must be approved in writing by the Director of Public Health or designee. Notwithstanding the foregoing the Contractor may pick up on Saturday in order to cover any missed days in the previous week.
Schedule of Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, & Christmas Day
- 2.5 The Contractor shall collect only those items placed curbside in a Town Green Bag that have been approved by the Board of Health through its Solid Waste Regulations, which may be reviewed and revised by the Board of Health from time to time. The Town Bags may be placed in trash barrels as long as the barrels are no larger than 32 gallons and do not weigh more than 40 pounds. The Board of Health, in its sole discretion, shall also regulate the number of items that shall be collected from each residence, and any fees that must be paid for said items. The Contractor shall apprise himself of the Board's Regulations, as they may be revised from time to time, and shall not collect unauthorized items or items for which the required fee has not been paid. The Contractor shall notify the Department of Public Health, or its designee of any violations of the curbside collection regulations on a daily basis or as practical.

3. Recyclable Materials

- 3.1 The Contractor shall provide all necessary labor and equipment to collect, transport and process recyclable materials generated by the Town. Residential dual stream recyclable material shall be collected every other week on the same day as the solid waste residential collection from each single family residence, multiple family residences containing two, three, or more residential and municipal units, and selected condominium units in the Town of South Hadley. Recyclable materials shall be collected from dumpsters/toters at defined municipal locations in accordance with locations and schedule outlined attached hereto as **Exhibit C** and incorporated herein. The Town may, at its discretion,

relocate dumpsters/toters within the Town or add additional dumpsters/toters or adjust the size as needed. Increases or decreases in service to the Town Buildings and Schools as set forth in Exhibit C shall result in prorated increases or decreases in the rates invoiced to the Town.

- 3.2 Dual Stream Recyclable material shall be transported during all years of the contract by the Contractor to the Town's designated recycling processing facility listed below. Said material once transported by the Contractor to the designated recycling facility shall remain the property of the Town and the Town shall be responsible for any tip or processing fees that may be incurred from the Town's designated processing facility. The Contractor and Town may mutually agree to increase the rates provided in this contract from additional transportation costs due to a change in the Town's designated recycling processing facility. The Town will be invoiced directly by the Town's recycling processing facility for the processing of the recyclable material.
The Town's designated Recycling Facility:

Springfield MRF, 84 Birnie Ave, Springfield, MA

- 3.3 The Contractor shall collect all authorized recyclable materials from all residences, regardless of amount providing they meet program specifications including that cardboard be cut into 2' x 2' sections. The types and specifications of recyclable materials that shall be collected shall be specified by the Board of Health in its sole discretion in the Board of Health's Regulations and with limitations to items that are accepted at the Town's designated Recycling facility, the Springfield MRF, and per the guidelines outlined by the MassDEP at RecycleSmartma.org. The Contractor shall notify the Department of Public Health or its designee, of any violations of the curbside collection regulations on a daily basis or as practical.

4. Yard Waste

- 4.1 The Contractor shall provide the Town with at least 2 yard waste collections each year, one in the spring (usually 2 weeks used to cover all routes) and one in the fall (usually 2 weeks used to cover all routes), specific dates to be determined by the Town. Collections shall be provided of Yard Waste in brown paper yard waste bags or 32 gallon containers weighing no more than 40 pounds. The Town may request more yard waste collections and the cost for same shall be as set forth in Exhibit B. Contractor will collect the yard waste from the resident, at the curb, on the service day of trash collection in accordance with Board of Health Regulations and deliver to the Town's DPW Compost Area at 10 Industrial Drive in South Hadley; the Town is responsible the cost of disposal for yard waste. The Contractor may increase the rates provided in this contract due to increased transportation costs due to a change in the Town designated Yard Waste disposal site.

5. Transfer Station Hauling

5.1 The Contractor shall pick up and haul MSW and C&D Roll Off loads from the Transfer Station at 10 Industrial Drive to the Holyoke Transfer Station at the haul rate as set forth on Exhibit B; the Town is separately responsible for the disposal of these loads at the Town's designated disposal site

The Contractor shall pick up and haul Recyclables Roll Off loads from the Transfer Station at 10 Industrial Drive to the Springfield MRF at the haul rate as set forth on Exhibit B; the Town is separately responsible for the processing costs of these loads at the Town's designated recycling facility.

EXHIBIT B PRICE LIST

July 1, 2020 to June 30, 2021:

\$514,900 Manual Curbside Collections for 26 weeks
\$8,060 per week for each Yard Waste Collection week
\$70,000 Town Buildings & Schools set forth on Exhibit C.

\$83.00 MSW Disposal per ton to the McNamara Transfer Station, 10 Industrial Drive
\$88.00 C&D Disposal per ton to the McNamara Transfer Station, 10 Industrial Drive

\$215.00 Roll Off Hauls from 10 INDUSTRIAL DRIVE to Holyoke Transfer Station
\$225.00 Roll Off Hauls from 10 INDUSTRIAL DRIVE to Springfield MRF

\$180.00 Annual Charge to Residents for additional 26 weeks of MSW Collections subscription service to be paid directly by resident to Contractor and as requested by Resident.

July 1, 2021 to June 30, 2022:

\$535,500 Manual Curbside Collections
\$8,380 per week for each Yard Waste Collection week
\$72,800 Town Buildings & Schools set forth on Exhibit C

\$86.50 MSW Disposal per ton to the McNamara Transfer Station, 10 Industrial Drive
\$91.50 C&D Disposal per ton to the McNamara Transfer Station, 10 Industrial Drive

\$224.00 Roll Off Hauls from 10 Industrial Drive to Holyoke Transfer Station
\$234.00 Roll Off Hauls from 10 Industrial Drive to Springfield MRF

\$190.00 Annual Charge to Residents for additional 26 weeks of MSW Collections subscription service to be paid directly by resident to Contractor and as requested by Resident.

July 1, 2022 to June 30, 2023:

\$556,900 Manual Curbside Collections
\$8,720 per week for each Yard Waste Collection week
\$75,700 Town Buildings & Schools set forth on Exhibit C

\$90.00 MSW Disposal per ton to McNamara Transfer Station, 10 Industrial Drive
\$95.25 C&D Disposal per ton to McNamara Transfer Station, 10 Industrial Drive

\$233.00 Roll Off Hauls from 10 Industrial Drive to Holyoke Transfer Station
\$243.00 Roll Off Hauls from 10 Industrial Drive to Springfield MRF

\$200.00 Annual Charge to Residents for additional 26 weeks of MSW Collections subscription service to be paid directly by resident to Contractor and as requested by Resident.

The Contractor or the Town may request that the above rates will be prorated up or down for changes in service levels of those at the execution of this contract at the same rates set forth herein. Fuel adjustments shall be made semi-annually effective each January 1 and July 1 during the term. The adjustment will be based on average cost of diesel fuel as reported by the EIA for On Highway Diesel - New England for the preceding six months July 1 – Dec 31 for the January 1 adjustment and for preceding Jan 1 – June 30 for the July 1 adjustment. The Baseline Fuel price is \$3.188 per gallon and the number of gallons per month is 1,800 gallons. The Jan and July Fuel adjustments are

calculated for any change (up or down) from the Baseline Fuel price vs the six month average EIA index.

- **Fully Automated Solid Waste & Recycling Curbside Collections Program:**

In the event the parties determine the Town will move to a fully automated solid waste and curbside recycling program, it will be implemented as noted herein. An alternative collections program for the implementation of fully automated every other week solid waste collection and every other week single stream recycling collection. Each resident would be provided one toter for waste collection and one toter for recycling collection. Our collection rates reflect fully automated collections service with one toter at each home for each service type (no PAYT Bag collection included). The Town can decide on what size toters to utilize for each service type. Our proposal assumes that the Town would be responsible for the purchase of the toters in order to take advantage of DEP Grants and its sales tax-exempt status. Republic could also provide a proposal to include the purchase of toters.

The Town would continue to be responsible for contracting directly for disposal and recycling processing. The rates below reflect continuing to utilize the current end sites, McNamara TS and the Springfield MRF:

Year One	2020 – 2021:	\$533,100.00
Year Two	2021 – 2022:	\$554,430.00
Year Three	2022 – 2023:	\$576,600.00

EXHIBIT C

SOLID WASTE AND RECYCLING DUMPSTER/TOTER LOCATIONS

Solid waste (including tipping fee) and recycling shall be collected at locations specified according to the following schedule:

Municipal Building Locations	Solid Waste			Cardboard & Mixed Paper			Toters		
	Container Quantity / Size	Frequency	Collection Day	Container Quantity / Size	Frequency	Collection Day	Container Quantity / Size	Frequency	Collection Day
South Hadley High / 153 Newton St	2-6yd trash	In session: Daily Out of session: 1xwk	Mon	2-6yd recycle	eow	Thur	28-toters	wkly	Wed
Smith Middle School / 100 Mosler St	2-6yd trash	In session: Daily Out of session: 1xwk	Mon	1-6yd recycle	eow	Thur	19-toters	wkly	Thurs
Mosler School / 101 Mosler St	1-6yd trash	In session: Daily Out of session: 1xwk	Mon	1-6yd recycle	eow	Thur	26-toters	wkly	Thurs
Town Hall-Police Dept / 116 Main St	1-6yd trash	1xwk	Tue	n/a	n/a	n/a	3-toters	wkly	Thurs
Newton Manor	hand pick up	eow	Thur	n/a	n/a	n/a	15-toters	eow	Thurs
Library / 2 Canal St	6-toters	1xwk	Fri	n/a	n/a	n/a	6-toters	eow	Fri
Plains School / 267 Granby Road	1-6yd trash	In session: Daily Out of session: 1xwk	Wed	1-4yd recycle	eow	Thur	8-toters	wkly	Tues
Ledges Golf Course / 18 Mulligan Drive	1-6yd trash	2xwk Seasonal	Tues/Fri	1-6yd recycle	wkly	Thur	6-toters	wkly	Tues
DPW / 10 Industrial Drive	1-10yd trash	on-call							
Parks & Rec Barn / 28 Lincoln Ave	1-8yd trash	1xwk	Fri						
Buttery Brook Park / 123 Willmansett St	1-10yd trash	on-call							

Dumpsters and recycling will be collected from all schools once a week during the summer unless directed by the Director of Public Health, otherwise pick up will be daily. This schedule may be altered with the mutual consent in writing of the Town and the Contractor.

CERTIFICATE OF SECRETARY

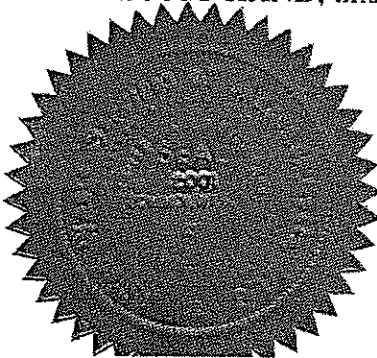
**RELATING TO THE BID OR PROPOSAL
TO PROVIDE COLLECTION AND REMOVAL
OF SOLID WASTE AND RECYCLING
FOR THE TOWN OF SOUTH HADLEY
IN THE COMMONWEALTH OF MASSACHUSETTS**

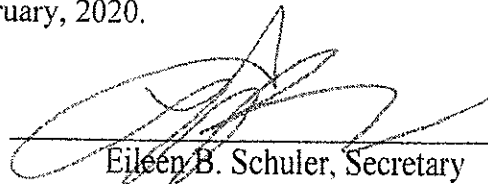
The undersigned, Secretary of **ALLIED WASTE SERVICES OF MASSACHUSETTS, LLC**, a Massachusetts limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BRIAN VAN DAM** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of February, 2020.




Eileen B. Schuler, Secretary



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS		CERTIFICATE NUMBER: 178121	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSUREDS REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 175
Policy Symbol ISA	Policy Number H25305425	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 61
Policy Symbol HDO	Policy Number G71450892	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
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All other terms and conditions of the Policy remain unchanged.

Jeff Cyr, Chair
Andrea Miles, Vice-Chair
Renee Sweeney, Clerk
Carol Constant
Nicole Casolari

Lisa Wong
Town Administrator

Town Administrator's Report to Selectboard March 7, 2023

Administration, Finance and Operations

- **Water damage:** The emergency response and mitigation phases are complete at the Police Station and Ledges. The contractor is finalizing a quote and scope of work for approvals of the repair work. The project will take about a month once the work starts for the Police Station and 2-3 weeks for Ledges.
- **Governor's Budget:** The Governor released state aid figures on February 23 and the entire budget on March 1. The "cherry sheet" estimates can be found here, as well as future legislative budgets. <https://dls.gateway.dor.state.ma.us/reports/rdPage.aspx?rdReport=CherrySheets.CSbyProgMunis.MuniBudgEst>
- **Opioid Settlement:** The paperwork has been submitted for the additional opioid settlements with Teva, Allergen, Walmart, Walgreens and CVS. First payments are expected around June 30/July 1.

Community

- **Congressman John Olver:** Honoring the passing of the Honorable John Olver on February 23. He served as Congressman from 1991 to 2012, and was elected to the Mass House and Senate before then. U.S. Rep. James McGovern described Olver as a "humble public servant with the heart of an activist." He helped with major investments in Central and Western Massachusetts as chair of the Appropriations Subcommittee on Transportation, Housing, and Urban Development. www.boston.com/news/politics/2023/02/24/john-olver-former-democratic-us-representative-dies-at-86/

Planning

- **Accessory Dwelling Units (ADUs):** The South Hadley Planning Board held a Public Hearing on 2/27 on an ADU zoning bylaw. They will take a vote on Monday 3/6 to recommend the bylaw to the Selectboard for the May Town Meeting warrant for adoption.

Public Safety

- **CPR/AED:** Thanks to our Public Health Nurse, Recreation Department and Fire District 1 for hosting an AHA certified training on Saturday 2/25 at the Middle School for town residents.

Public Works

- **Snow & Ice:** The Snow and Ice line will be going over the budgeted \$101,360, with this order of salt, and the storm on Feb 27/28. We have ordered \$70,000 in salt this winter, about 850 tons at \$84.06/ton. About \$178k was spent in FY2021 and FY2022. The same amount is budgeted every

year as this is a line item that can be deficit spent, and an increase in the budget means that that is the minimum level that needs to be put into the budget each year permanently per state law.