

### Select Board

Consent Agenda: Hearing Officer: This is a renewal of the intermunicipal hearing officer agreement for appeals fir fire department violations.

Consent Agenda: Save-A-Buck Auto. Increase of display from one car to three cars. This change has received Planning Board approval, and the Building Inspector has signed off. The Select Board must approve the change in the Class II (used) Auto Sales License.

MUNICIPAL HEARING OFFICER CONTRACT  
BETWEEN THE CITY OF NORTHAMPTON  
AND  
TOWN OF HADLEY

This Agreement is hereby entered into this 1st day of July 2015, by and between the CITY OF NORTHAMPTON (the "TOWN") and the TOWN OF HADLEY (the "TOWN") to enable contractually the Municipal Hearing Officer of the CITY to perform the duties of such office for the TOWN.

1. Purpose: This is a contract under which the CITY agrees to provide Municipal Hearing Officer services described herein to the TOWN.

2. Term: This contract is for the Fiscal Year 2016 (July 1, 2015 – June 30, 2016). This Agreement may be renewed on an annual basis by mutual written agreement of both parties. Either party may terminate this Agreement by providing the other party with sixty (60) days written notice.

3. Scope of Services: The CITY will provide the services of a Municipal Hearing Officer pursuant to the provisions of Section 2, (c) of Chapter 148A of the Massachusetts General Laws. The CITY, upon receiving notification of a request for a hearing within twenty-one (21) days of the issuance of a code violation notice, shall promptly notify the Municipal Hearing Officer of such request and the date it was received by the TOWN. The Municipal Hearing Officer shall duly notify the CITY of the date, time and location of a hearing. Such hearing shall be held within forty-five (45) days of the CITY'S receipt of the notification. The hearing by the Municipal Hearing Officer shall be informal and the formal rules of evidence shall not apply. The Municipal Hearing Officer shall duly notify both the TOWN and the alleged violator of the final decision.

4. Payment Provisions: The TOWN shall make one annual payment to the CITY of eight hundred and twelve dollars and fifty cents (\$812.50) within thirty (30) days of the beginning of the fiscal year covered by this contract or within thirty (30) days of the execution of this agreement.

5. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s. 4A, Hadley shall indemnify and hold harmless Northampton and each and all of its officials, officers, employees, agents, servants and representatives (the Indemnitees) from and against any claim arising from or in connection with the performance by the Hearing Officer of his duties in or for Hadley including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Hearing Officer while in or performing services for Hadley.

Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys' fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Hadley shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Northampton and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnitees shall cooperate with Hadley in all reasonable respects in connection with such defense, and (c) Hadley shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnitees other than the Hearing Officer.

6. Termination. This Agreement may be terminated by either party for any reason or no reason on thirty (30) days' written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

7. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

9. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

10. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof.

12. Headings. The paragraph headings herein are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

13. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. To Northampton. Any notice to Northampton hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

David J. Narkewicz, Mayor  
City Hall  
210 Main Street  
Northampton, Massachusetts 01060

with a copy to:

Alan Seewald, City Solicitor  
71 King Street  
Northampton, Massachusetts 01060

or to such other address(es) as Northampton may designate in writing to Hadley.

b. To Hadley. Any notice to Hadley hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Board of Selectmen  
Town Hall  
100 Middle Street  
Hadley, MA 01027

with a copy to:

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or to such other address(es) as Hadley may designate in writing to Northampton.

14. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or

IN WITNESS WHEREOF, the parties have signed this Agreement as an instrument under seal, as of this date: \_\_\_\_\_

CITY OF NORTHAMPTON

TOWN OF HADLEY

\_\_\_\_\_  
David J. Narkewicz, Mayor

\_\_\_\_\_

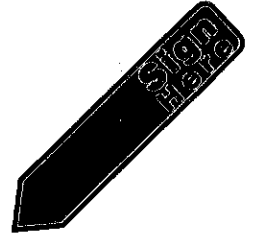
\_\_\_\_\_  
City Solicitor or Chief Procurement  
Officer as to form

\_\_\_\_\_

\_\_\_\_\_  
Board of Selectmen

Approved as to Form:

\_\_\_\_\_  
Hadley Town Counsel



for whose actions the other party is responsible, other than the express, written representations set forth herein.

15. Financial Safeguards. The Hearing Officer shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Northampton shall maintain accurate and comprehensive records of all costs incurred by or on account of the Hearing Officer, and all reimbursements and contributions received from Hadley. Hadley shall maintain separate, accurate and comprehensive records of all payments to Northampton as provided in paragraph 4 above. The parties shall regularly and in any event not less often than annually, audit the records of the Hearing Officer and the said records of Northampton and Hadley, and financial statements based on such audits shall be rendered to the parties hereto.

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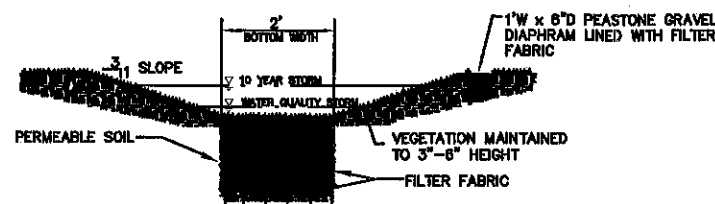
**PROPOSED COMMERCIAL BUILDING USE**

2,295 SQUARE FEET  
**DISPLAY AREA**  
 225 SQUARE FEET (3 CARS)  
**REQUIRED PARKING**  
 4,980 SQUARE FEET  
**PROVIDED PARKING**  
 Spaces 1-4 (customer parking) 1,232 sq. ft.  
 Spaces 5-9 (employee parking) 1,445 sq. ft.  
**RESERVE PARKING**  
 Spaces 10-19 2,380 SQUARE FEET  
**TOTAL PARKING**  
 5,057 SQUARE FEET

**ALL NEW DRIVEWAY/PARKING TO BE GRAVEL**

**FOR REFERENCE TO LOCUS SEE**

BOOK 9, AND SANDBA SCHEDULE  
 BOOK 2773, PAGE 106  
 SUE. PLAN BOOK 72, PAGE 7  
**1.4744± ACRES**



**TYPICAL DRY WATER QUALITY SWALE**

**STORMWATER BMP MAINTENANCE**

**WATER QUALITY SWALE:**

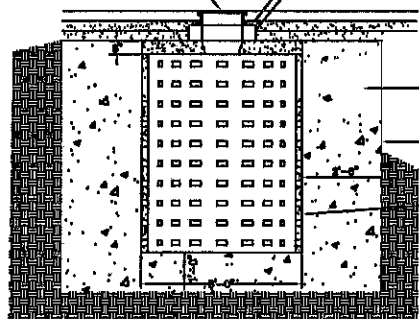
1. INSPECT SWALES THE FIRST FEW MONTHS AFTER CONSTRUCTION AND TWICE A YEAR THEREAFTER TO MAKE SURE VEGETATION IS ADEQUATE AND SLOPES ARE NOT ERODING. CHECK FOR RILLING AND GULLING. REPAIR ERODED AREAS AND REVEGETATE.
2. MOW DRY SWALES AS NEEDED TO MAINTAIN 3" TO 6" OF VEGETATION.
3. AT LEAST ONCE A YEAR, INSPECT AND REMOVE SEDIMENT AND DEBRIS. RE-SEED AS NECESSARY.

**LEACHING BASINS:**

1. INSPECT DRY WELLS AFTER EVERY MAJOR STORM IN THE FIRST FEW MONTHS AFTER CONSTRUCTION TO ENSURE PROPER STABILIZATION AND FUNCTION. THEREAFTER, INSPECT ANNUALLY.

CATCH BASINS FRAME AND GRATES, R-3339-B, AND FRAME AND COVERS R-1393, AS MANUFACTURED BY NEENAH FOUNDARY CO.

CEMENT MORTAR BRICK AS REQUIRED



**TYPICAL LEACHING BASIN**

**PROPOSED WATER QUALITY SWALE**

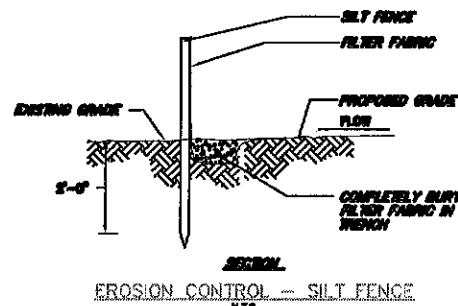
1. SWALE SHALL HAVE A SOIL BED THAT EXTENDS A MINIMUM TO THE "C" LAYER (~55" DEEP) AND COMPOSED OF APPROXIMATELY 50% SAND AND 50% LOAM.
2. THE SWALE MUST HAVE PARABOLIC OR TRAPEZOIDAL CROSS-SECTIONS, WITH SIDE SLOPES OF 3:1 (HORIZONTAL:VERTICAL) AND A BOTTOM WIDTH OF 2 FEET. BOTTOM ELEVATION SHALL BE SET AT 130.5. SIDE SLOPES SHALL EXTEND UP TO MEET GRADE AT ELEVATION 131.5.
3. LATERAL INFLOWS INTO THE SWALE SHALL BE PRETREATED BY A 12" WIDE X 6" DEEP PEA GRAVEL DIAPHRAGM LINED WITH FILTER FABRIC LOCATED AT THE TOP SOUTHERN EDGE OF THE SWALE. THE PEA GRAVEL DIAPHRAGM SHALL BE INSPECTED ANNUALLY FOR ACCUMULATED SEDIMENT. IF DURING INSPECTION, SIGNIFICANT ACCUMULATION OF SEDIMENT IS NOTED, PEA GRAVEL SHALL BE REMOVED AND REPLACED.
4. SOIL CONDITIONS ARE BASED ON TEST PIT DATA FOR TP-1 AND TP-2. SOIL CONDITIONS AT THE PROPOSED SWALE LOCATION MUST BE CONFIRMED PRIOR TO CONSTRUCTION OF SWALE.

**LEACHING BASINS**

1. ROUTE ROOF RUNOFF FROM PROPOSED BUILDING AND NORTH SIDE OF EXISTING HOUSE TO TWO LEACHING BASINS.
2. BASINS SHALL BE 4' DIAMETER, 5-FOOT DEEP SURROUNDED BY WASHED 3/4" STONE. BOTTOM OF STONE SHALL BE SET AT ELEVATION 125.0.
3. SOIL CONDITIONS ARE BASED ON TEST PIT DATA FOR TP-1 AND TP-2. SOIL CONDITIONS AT THE PROPOSED BASIN LOCATION S MUST BE CONFIRMED PRIOR TO CONSTRUCTION. SEE DETAIL THIS SHEET.

*OK Hadley for 3 cars per. Planning Board Approval July 29, 2015*

- LEGEND**
- FOUND IRON PIN
  - IRON PIN TO BE SET
  - FOUND CONCRETE BOUND
  - △ UNMARKED POINT
  - METAL STOCKADE FENCE
  - FIRE HYDRANT



**EROSION CONTROL - SILT FENCE**

**EROSION CONTROL NOTES:**

1. ALL EROSION CONTROL MEASURES SHOWN, SPECIFIED AND REQUIRED BY THE ENGINEER SHALL BE INSTALLED PRIOR TO ALL CONSTRUCTION OR IMMEDIATELY UPON REQUEST. THE CONTRACTOR SHALL MAINTAIN ALL SUCH CONTROL MEASURES UNTIL FINAL SURFACE TREATMENTS ARE IN PLACE AND/OR UNTIL PERMANENT VEGETATION IS ESTABLISHED.
2. SILT FENCE AND EROSION CONTROLS AS SHOWN ON PROJECT PLANS SHALL BE CONSTRUCTED PRIOR TO THE START OF CONSTRUCTION.
3. CONTRACTOR TO USE ADDITIONAL EROSION CONTROLS AS NECESSARY. AREAS SUBJECT TO EROSION SHALL BE MINIMIZED IN TERMS OF TIME AND AREAS.
4. SILTATION BARRIERS SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED. CONTRACTOR TO USE SHADED GRASS MIXTURE APPROPRIATE TO CONDITIONS IN WOODED AREAS.
5. SILT TRAPPED AT BARRIERS SHALL BE REMOVED AND DISPOSED OF IN UPLAND AREAS OUTSIDE BUFFER ZONES. MATERIALS DEPOSITED IN ANY TEMPORARY SETTLING BASIN SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT. ALL DISTURBED AREAS TO BE RESTORED.
6. CONTRACTOR TO DEWATER AS NECESSARY TO KEEP CONSTRUCTION AREAS FREE OF WATER. CONTRACTOR SHALL DISCHARGE WATER FROM DEWATERING TO APPROPRIATE LOCATION AND WITHOUT SEDIMENTATION.

BENCHMARK: TOP SPINDLE OF HYDRANT ELEVATION=132.20' (NAVD 85)

**"BUDGET EQUIPMENT RENTAL" PROPOSED SITE PLAN**  
 PLAN OF LAND IN  
**HADLEY, MASSACHUSETTS**  
 PREPARED FOR  
**KEVIN B. AND SAVIDA MICHELSON**

SCALE: 1"=30' MARCH 17, 2009  
 HAROLD L. EATON AND ASSOCIATES, INC.  
 REGISTERED PROFESSIONAL LAND SURVEYORS  
 230 RUSSELL STREET - HADLEY - MASSACHUSETTS  
 413-584-7599 413-585-8878 (fax)  
 email - hleton@aol.com



REVISED APRIL 8, 2009  
 REVISED MAY 18, 2009  
 REVISED MAY 8, 2015