

Farmington River Regional School District

School Committee Meeting

Meeting #436

Farmington River Elementary School Library
Monday, August 7th, 2023
7:00 PM

MINUTES

Members Present: Melissa Bye, Deb Fogel, Denise Hardie, Carol Lombardo, Phil Magovern, Douglas Miner, Carl Nett

Also Present: Michael Saporito, Caroline Stamm

- I. **Call to Order:** The meeting was called to order at 7:00 PM by Denise Hardie.
 - A. **Roll Call:** Melissa Bye, Deb Fogel, Denise Hardie, Carol Lombardo, Phil Magovern, Douglas Miner, Carl Nett
- II. **Public Comment:**
 - A. There were no public comments at this time.
- III. **Acceptance of Minutes:**

- Meeting #435 from July 10th, 2023

 - A. Carl Nett made the motion to accept the minutes from Meeting #435.
 1. Melissa Bye seconded the motion.
 2. **VOTE:** Melissa Bye, Deb Fogel, Denise Hardie, Carol Lombardo, Phil Magovern, Douglas Miner, and Carl Nett were in favor. There were no objections, and the motion passed to accept the minutes from Meeting #435.
- IV. **Superintendent's Report:**
 - A. Timothy Lee, the Superintendent, was not able to attend this meeting, however, he provided a written report on the following topics:
 1. Business Office Operations
 2. Staffing Progress - PK3 Teacher, Instructional Technology Teacher, Assistant to the School Business Administrator, and 2 open Paraprofessional positions
 3. Boiler Issues and a path forward
 4. Transportation Routing Updates Pending
 5. COVID Incentive Payment
 6. Staff & Students Return
 - B. **Boiler Issues:** Carl and Phil discussed the differences between the quotes provided for repairing the boiler. The Committee concurred with the Superintendent's decision to choose an independent consultant, and discussion continued on the pros and cons of going with this route, as well as future actions that the Buildings & Grounds committee will discuss further.
 - C. **Transportation Routing:** The committee discussed a possible policy on the length of time a student rides the bus, as well as looking into bringing in more applicants for van drivers.
 - D. **Summer Programming:** Summer School concluded and went smoothly. There was lower attendance than in previous years.
 - E. **BHRSD:** Denise and Carl spoke with BHRSD and should discuss further at the next meeting.
- V. **COVID Incentive Payment for MOA:**
 - A. The payment was negotiated as part of the FRREA and ESP contracts. With no further questions or discussion, Denise will proceed to sign the MOAs.

VI. Subcommittee Updates:

- A. Building & Grounds: There has not yet been an official meeting, but they are in discussion on setting a date.
- B. Finance: They are looking to meet before the September meeting.
- C. Policy: The subcommittee met earlier today before the general meeting and recognized the work that needs to be done and developed a plan of action.
 - 1. They will be inviting the other subcommittees to review sections of the policy manual related to their work and report back at the October Meeting.
 - 2. The subcommittee invites everyone to look through Section B of the manual (School Governance, School Committee's Role/Governance/how to conduct business)
 - 3. Administration: The Committee will need to identify all of the handbooks that contain policy and will need to periodically be approved by the School Committee.

VII. RAAC Update:

- A. There was a discussion on whether the RACC operates as an independent body versus an advisory committee that is under the jurisdiction of the School Committee.
- B. The Committee reviewed the amendment process/resource from MARS (MA Association of Regional Schools).
- C. Timeline:
 - 1. The amendments should be brought back to the School Committee for approval no later than December 2024
 - 2. The goal is to have the amendment presented to the towns for a final vote by May 2025.
- D. Jon Sylbert, RAAC Chair, presented a concern about having a more diverse RAAC (with members who are parents/faculty/town members at large/etc.)
- E. MOTION: Carl Nett made a motion that the School Committee produce draft changes to the RDA that are then subsequently reviewed by the RAAC.
 - 1. Douglas Miner seconded the motion.
 - 2. VOTE: Carl Nett was in favor. Phil Magovern, Carol Lombardo, Douglas Miner, Melissa Bye, and Denise Hardie opposed the motion. Deb Fogel abstained from the vote. The motion was defeated to have the School Committee produce draft changes to the RDA that are then subsequently reviewed by the RAAC.
- F. An item will be added to future agendas for the RAAC to update the School Committee throughout the process on where they are at and any roadblocks they may encounter.
- G. MOTION: Carol Lombardo made a motion to hire a consultant to support the RAAC, contingent on the cost is within the budget.
 - 1. Jon Sylbert suggested hiring a consultant once the RAAC decides how much work to do on their own and how much support they will need.
 - 2. Carol withdrew her motion

VIII. School Committee Summer Retreat:

- A. The School Committee Retreat will be held on August 23rd at 12-6pm hosted by Denise.
- B. Jake Eberwein, from Berk12, and Liz Lafond, from MASC, will be present to facilitate the meeting.

IX. Other items for discussion not reasonably anticipated by the Chair 48 hours before the meeting:

- A. Internal Contact Sheet: The committee will put together a contact sheet for internal use only so members can contact each other to arrange subcommittee meetings/etc.

- B. Wellness Policy & Nutrition: Douglas would like to look into the wellness policy and the nutrition information for school lunches.
 - 1. State-subsidized School lunch will still be free for students for the 23-24 school year.
- C. Next Meeting: The next general meeting will be held on September 11th, 2023, due to the Labor Day holiday.

X. Motion to Adjourn:

- A. Carol Lombardo made the motion to adjourn the meeting at 8:38 PM
- B. Phil Magovern seconded the motion.
- C. Vote - Roll Call: Melissa Bye, Deb Fogel, Denise Hardie, Carol Lombardo, Phil Magovern, Douglas Miner, Carl Nett

Respectfully submitted,
Caroline Stamm

Superintendent's Report
August 7, 2023

Please note the following updates:

- **Business office operations:** we are a month into having TMS as our provider of business office services. Carol Sauerhoefer is our TMS lead and she is supported by Margo Allen (payroll) and Kathy Ragusa-Hallock (AP). Carol has made connections with town treasurers of Otis and Sandisfield and the TMS team has successfully executed multiple warrants including two payroll cycles. The superintendent and the TMS team are grateful to FRRSD treasurer Jane Gleason and principal Laurie Flower whose experience and expertise have been extremely helpful during this transition.
- **Staffing progress:** A position vacancy for PK3 teacher (.5 FTE) has been filled by Jana Bush, formerly a full-time paraprofessional. A position vacancy for technology teacher (.4 FTE) has been filled by Corey Roberts, formerly a paraprofessional and tech specialist at FRRES. Interviews took place during the week of 7/31 to fill the vacancy of assistant to the school business administrator. The successful candidate should be named within the week. 2 paraprofessional position searches remain open. These positions exist due to internal reassignment of ESP staff to teacher.ESP roles and due to an unfilled vacancy remaining from last year. Projected student needs will require these support positions.
- **Boiler issues and a path forward:** An annual assessment of the FRRES heating plant provided in early June indicated that boilers are likely at or near the end of their service life. After reviewing the process of engineering specification, request for bids, selection of bidders, etc. and after discussion with the Otis town building official, we propose to engage a mechanical engineer to provide comprehensive options for next steps.
- **Transportation routing updates pending:** Very shortly we expect to receive a report from Rich Labrie, a school transportation consultant, who was engaged by Rob Putnam to look for efficiencies and savings in our bus routes. Ideally, this report would arrive in time to inform parents about any route changes -well before the first days of school.
- **COVID incentive payment:** Joining the 2023-2026 FRREA contract negotiations, a memorandum of agreement (MOA) has been written to document and guide the district in executing this payment to staff. Four steps remain to completing this payment: 1.) school committee review of the MOA, 2.) identifying staff eligible for payment, 3.) amending the ESSER III grant that will be the funding source of the payment, 4.) setting up and coding the payment during a payroll cycle that corresponds with tax and MTRS reporting.
- **Staff return:** School year staff return on Monday, August 28 for the start of the 2023-2024 school year. Two days of professional development and preparation are scheduled on the 28th and 29th that will include required trainings and teacher meetings around instructional topics.
- **Students return** on Wednesday, August 30 with the first day being a half day of school.

Timothy Lee, Superintendent

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE FARMINGTON RIVER
REGIONAL SCHOOL DISTRICT AND THE FARMINGTON RIVER EDUCATION
ASSOCIATION**

The Farmington River Regional School District (hereinafter referred to as “District”) and the Farmington River Education Association (hereinafter referred to as “FRREA”) are parties to the 2023-2026 collective bargaining agreement and have further agreed during the negotiations of that CBA that eligible employees shall receive a COVID Incentive payment pursuant to the following terms and conditions:

1. The District and FRREA are parties to a collective bargaining agreement (“CBA”).
2. During the negotiations of said agreement the parties agreed that eligible employees shall receive a COVID Incentive payment of \$500.00.
3. Eligible employees are those that worked the full school year or 2020-2021. Any time on a contractual leave during the 2020-2021 school year shall count as time worked when calculating a “full school year”.
3. Employees who worked less than a full school year in 2020-2021 shall have their payment prorated appropriately.
4. This payment will be made as soon as practicable.
5. The District shall provide the FRREA with a complete list of all eligible employees within two (2) weeks of the execution of this agreement.
6. There are no other understandings, either verbal or written, among the parties to this Understanding.
7. This Understanding is not precedent setting for any same or similar circumstance in the future.

FOR THE FARMINGTON RIVER REGIONAL SCHOOL DISTRICT

Dated: _____

FOR FARMINGTON RIVER TEACHERS ASSOCIATION

Dated: _____

Dated: _____

NEW PERSPECTIVE ENGINEERING, LLC

August 2, 2023

Timothy Lee
Superintendent
Farmington River Regional School District
PO Box 679
Otis, MA 01253

REF: FRRSD – Elementary School Heating System Replacement Study

Dear Tim,

Per our discussion, it is my understanding that the existing boiler system is nearing its useful life and has known leaks and potential reliability issues at this time. In order to plan for boiler replacement, the overall building heating needs should be revisited. This should include identifying energy issues that might allow for installation of a smaller, more efficient boiler plant that might save installation cost and ongoing operational cost.

In addition, it may be beneficial to develop a plan should the boilers fail prior to replacement. This plan may include design and/or installation of temporary connections as well as identifying potential vendors and contractors that could be used in an emergency heat situation to execute the plan.

To support this Study, New Perspective Engineering proposes to provide the following services:

HVAC Study and Preliminary Engineering Services:

- Conduct up to (2) site visits to familiar ourselves with the facility and gather project information
- Review heating bills as part of evaluating energy consumption and building heating needs
- Document general observations with regard to energy savings that would be related to boiler sizing
- Evaluate the ability to provide temporary connections using an emergency boiler in the event of an existing boiler failure.
- Develop a plan to accomplish temporary connections. Plan will include identifying high level material and installation costs, boiler vendor(s) and mechanical contractor(s) that could be hired to complete the work.
- Discuss redundancy requirements and the extent of anticipated system replacement with the Owner.
- Based on the analysis above, identify representative boiler equipment and boiler sizes to meet the scope of work.
- Develop schematic design which may include preliminary layout sketches and diagrams for coordination and discussion purposes.
- Develop an overall implementation timeline with milestones for planning purposes.
- Preliminary design will conclude with a brief written narrative documenting the findings and identifying next steps, along with a conference call to review the narrative.

Project Delivery Schedule:

This work is anticipated to be completed in October / November of 2023.

The anticipated timing above is based upon current work load at the time of proposal submission and subject to change. Overall schedule shall be reviewed at the time of contract acceptance.

Project Assumptions:

- Work is intended to be preliminary work for the Owner's using in planning and advancing the Boiler Replacement Project.
- Scope of work is for discussion purposes and may be altered to meet the Owner's needs.

Project Exclusions:

- Engineering services for disciplines other than mechanical.
- Hazardous materials review / identification / remediation.
- Additional meetings or site visit beyond what is described above.
- Cost estimating is not included – further discussion is required.
- Detailed energy modeling.
- Assistance with detailed or supplemental work with regard to securing utility rebates.
- Walkthroughs with Building Department and attendance of inspections.
- Any services not specifically described above.

Project Fee Schedule:

The scope of work described above will be completed on an hourly basis at the rate of \$190.00/hr.

The anticipated costs are expected to be in the range of \$6,000 - \$9,000, depending on the actual services selected by the owner.

Billing & Payment Schedule:

A retainer in the amount of \$2,000.00 is requested upon acceptance of this contract. Invoicing will be submitted monthly, or at the completion of a project deliverable, whichever comes first. Payment is due within 30 days from issuance of invoice.

Should legal proceeding be necessary, including but not limited to mechanics lien, to collect moneys due it is hereby acknowledged that the customer or undersigned acceptor will pay all legal fees incurred. A service charge of 1 1/2% per month (18% per year) will be added to any balance over 30 days.

Conditions: Any deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

August 2, 2023

Acceptance of Proposal: Signing this contract and/or payment toward this contract indicates the above conditions are satisfactory and are hereby accepted. New Perspective Engineering, LLC, is authorized to perform the work as described. Payment will be made as outlined within this document.

Accepted By: _____

Date: _____

Sincerely,



Michael Puntin, PE, CEM

NEW PERSPECTIVE ENGINEERING, LLC

95 STAGECOACH ROAD, HINSDALE, MA 01235

(413) 212-2891

NEW PERSPECTIVE ENGINEERING (NPE) CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by NPE are instruments of NPE's service that shall remain NPE's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without NPE's express written permission.
Any reuse or distribution to third parties without such express written permission or project-specific adaptation by NPE will be at the Client's sole risk and without liability to NPE or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless NPE from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
3. **HAZARDOUS MATERIALS** – The scope of NPE's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
4. **CONSTRUCTION PHASE SERVICES** – If NPE performs any services during the construction phase of the project, NPE shall not supervise, direct, or have control over Contractor's work. NPE shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. NPE does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
5. **STANDARD OF CARE** – NPE and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.
NPE shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
6. **OPINION OF PROBABLE COSTS** – When required as part of its work, NPE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by NPE hereunder will be made on the basis of NPE's experience and qualifications and will represent NPE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that NPE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
7. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by NPE. The Client shall remain liable for, and shall promptly pay NPE for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.
Client shall pay NPE pursuant to the rates and charges set forth in the Proposal. NPE will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, NPE may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold NPE harmless from any claim or liability resulting from such suspension.
8. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute NPE's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if NPE's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of NPE. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposals.
9. **RIGHT OF ENTRY** – When entry to property is required for NPE to perform its services, the Client agrees to obtain legal right-of-entry on the property.
10. **DISPOSAL OF SAMPLES** – NPE will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
11. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of NPE and NPE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to NPE's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by NPE under this Agreement.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom NPE has current or past relationships. It is NPE policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but NPE cannot assure that conflicts or perceived conflicts will not arise, and NPE does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – NPE will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **PROJECT CONTINGENCY CONSIDERATIONS** – The Design Professional makes no warranties, express or implied, that its design is free of errors or omissions. The Client and Design Professional agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in the Design Professional's drawings and specifications. Therefore, it is recommended that the Client sets aside a reserve amount based on estimated construction cost, known as a project contingency. In no event shall the Design Professional be responsible for direct costs that the Client would have incurred in the construction contract regardless of the Design Professional's error or omission, nor shall the Design Professional be responsible for any costs that constitute betterment or upgrades to the Project.
15. **MISCELLANEOUS**
 - Governing Law:** The laws of the state in which NPE office executing this Agreement is located shall govern the validity and interpretation of this Agreement.
 - Invalid Terms:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.
 - Mediation:** The Client and NPE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
 - NPE Reliance:** NPE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
 - Certifications:** NPE shall not be required to sign any documents, no matter by whom requested, that would result in NPE's having to certify, guaranty, or warrant the existence of conditions that NPE cannot ascertain.
 - Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or NPE. NPE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against NPE because of this Agreement or NPE's performance of services hereunder.
 - Consequential Damages:** Neither the Client nor NPE shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.
 - Force Majeure:** NPE shall not be responsible for delays caused by factors beyond NPE'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of NPE'S services or work product, or delays caused by performance, by the Client or by contractors of any level. When such delays beyond NPE'S reasonable control occur, the Client agrees that NPE shall not be responsible for damages.



Tradesmen of New England LLC

An HVAC Mechanical Services & Controls Contractor
21 East Dudley Town Road, Bloomfield CT 06002
www.TradesmenofNE.com

CT Lic. #S1-393302, CT Lic. #MEC-0001200, MA Lic. #107562

July 7, 2023

Chris Graceffa
Farmington River Regional School
555 North Main Road
Otis, Massachusetts, 01253

Re: FRRS-FRRS- Boiler-1 and 2 Replacement
Proposal: Q-5883-062123

Dear Chris:

Thank you for the opportunity to provide you with this proposal. A detail of this proposed project scope and the project's value are shown below. Please review those confirming they meet your facility's needs, and contact me with any questions.

Project Intent:

The intent of this proposal is to offer a replacement for both HB Smith boilers. Currently you are only operating on Boiler-#01, with Boiler-#02 removed from service due to leaks. Boiler-#02 has 2 cracked intermediate sections and there may be more. To fully determine the extent of the cracks would require complete disassembly of the boiler. However, due to manufacturing and supply chain delays, the lead time for a replacement section is currently 30 to 32 weeks. This would put deliver of components somewhere in mid to late February 2024, leaving no heating redundancy for most of the 2023/2024 heating season.

The boilers are 26 years old and although the ASHRAE median life expectancy is 35 years, this replacement option will provide you with two new boilers that are currently available immediately. This will allow you to quickly restore heating redundancy and capacity for the upcoming heating season and beyond.

Note: As of this proposal there are 2 Weil- McLain boilers in stock. With current manufacturing and supply chain delays, once these two boilers are purchased, the lead times are expected to be 12 to 24 weeks at minimum.

Project Scope:

- Isolate both boilers from water and oil from sources
- Drain down boilers after the isolation points
- Shut down power to boiler components and disconnect
- Disassemble boilers and remove (by rigging sub-contractor)
- Assemble new boilers in place
- Connect to existing water piping, oil piping, and venting
- Connect to existing electrical
- Fill, purge and fire boilers
- Test for proper operation

Furnish the Following Materials

- 2 Weil-McLain 6 section Boilers 87% thermal efficient
- Carlin burners
- Safe guard low water cut off
- Associated hardware and fittings for boiler assembly

Procure the Following Sub-Contractors:

- Central crane and rigging company

Clients Initials _____



An HVAC Mechanical Services & Controls Contractor
21 East Dudley Town Road, Bloomfield CT 06002
www.TradesmenofNE.com

CT Lic. #S1-393302, CT Lic. #MEC-0001200, MA Lic. #107562

Project Value:

Materials: \$121,697.64
Labor: \$22,130.00
Total Project Value: \$143,827.64
Financial Approach: *Like for Like*

Financial Approach Options:

- Broadest Scope/Greatest Cost
- Best Value
- Like for Like
- Minimum Recommended
- Least Cost

Project Invoicing:

1. Thirty percent (30%) of project full price shall be invoiced upon approval of project and due upon receipt.
2. Thirty percent (30%) of project full price shall be invoiced upon deploying of field labor and delivery of major project equipment.
3. Remaining portion of project full price shall be invoiced upon substantial completion of project.
4. Term of payment is 30 days from date of invoice.
5. Contingent upon written account credit approval from TNE Accounting Dept.

Clarifications:

- Price does not include the following:
 - Any and all state, city, town or internal client permits unless identified above
 - Any and all engineering expenses unless identified above
 - Cost for off-shift work or overtime
 - Delays due to lack of access
 - Asbestos Abatement
 - Additional work not within the body of this proposal
 - Sales tax
- Client to provide reasonable located parking for Trade Vehicles at no cost to TNE
- Price is valid for 30 days
- Proposal is based on your acceptance of the terms set forth on the attached General Terms and Conditions

Scheduling Terms:

Our Operations Team will review this Project Proposal once it is booked and contact you for scheduling.

Customer Acceptance:

Name: _____ Date: _____

Title: _____

Signature: _____ PO#: _____

Andrew Reopell

Project Business Development
Telephone: (860)-243-3475
Cell: +1 4132120446
Fax: (860) 243-3207
Email: andrewreopell@tradesmenofne.com

Clients Initials _____

Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes

Terms and Conditions

1. Customer will provide and permit reasonable means of access to all covered equipment. TNE will be allowed to start and stop equipment as necessary to perform its services.
2. Customer agrees to pay invoices within thirty (30) days of receipt. TNE reserves the right to cancel this and/or stop work under this agreement without notice, should payment become forty-five days or more delinquent.
3. At its prevailing rates or at negotiated lump sum prices, TNE will perform work not covered by this agreement. This shall include responding to abnormal conditions for system(s) and equipment not covered by this agreement. Repairs or replacements necessitated by reason of customer negligence or misuse are not included.
4. In the unlikely event of failure to perform obligations, TNE's liability to repair or replacement at its option, and such shall be customer's sole remedy. Under no circumstances will the contractor be responsible for the loss of use, loss of profits, increased operating or maintenance expense, claims of customer's tenants or clients, or any special, indirect or consequential damages.
5. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow, imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
6. TNE will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
7. Only TNE's personnel or agent are authorized to perform the work included in the scope of this agreement. TNE may, at its option, cancel this agreement should non-authorized individuals perform such work.
8. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
9. In addition to the prices quoted, customer shall be responsible for all taxes applicable to the services and/or material provided here under.
10. Company warrants that the workmanship hereunder shall be free from defects for one (1) year from date of installation. If any replacement part or item of equipment proves defective, Company will extend to Client the benefits of any Warranty Company has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Client's expense and at the rates then in effect. Company warrants the title to the materials and equipment furnished to the Client pursuant to this Agreement.
11. Client will promptly pay invoices within ten (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Company may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. Furthermore, Client shall purchase and maintain insurance covering all interest of the Company in the work, naming the Company as a loss payee and entitling the Company to receive payment including the total unpaid balance of the Agreement Price in the event of loss or damage including, but not limited to, loss or damage caused by fire, theft, vandalism or other perils. Client shall bear all costs of such insurance including, but not limited to, premiums, administrative expenses, and deductibles.
12. Client shall be responsible for all taxes applicable to the services and/or materials hereunder.



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CT Lic. #S1-393302, CT Lic. #MEC-0001200, MA Lic. #107562

13. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Company's rates then in effect) over the sum stated in this Agreement.
14. In the event Company must commence legal action in order to recover any amount payable under this Agreement, Client shall pay Company all court costs and attorney's fees incurred by Company.
15. Client shall bear the risk of loss, destruction, or damage to all materials and equipment upon arrival of such materials and equipment at the Client's premises. Client shall also bear the risk of any loss, destruction, or damage to the work performed by the Company.
16. Design and as built drawings prepared by Company and proposal information including scope of work/specifications, as defined by Company, are intended for the exclusive use of Company. If these drawings, proposal information, and specifications are used by any person or business entity other than Company, Company disclaims all warranties on the use of this information, either express or implied or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular use, and non-infringement. Under no circumstances, will Company be liable to any person or business entity for any direct, indirect, special, incidental, consequential, punitive, or other damages based on the use of this information, including, without limitation, any lost profits, or business interruption. This is a comprehensive limitation of liability that applies to all losses and damages of any kind. If you are dissatisfied with the information, your sole and exclusive remedy is to discontinue using the information.

Amending the Regional Agreement

Presentation

by

*Massachusetts Association of
Regional Schools*



Process to Amend Overview

- Determine a need
- Form a Regional Agreement Amendment Committee (RAAC)
- Utilize consultants to support process
- Review the current Regional Agreement for issues to amend
- Incorporate State Laws & Regulations concerning regions
- Develop & implement a Community Relations process
- Review and suggest amendments to current Regional Agreement
- Produce an amended Agreement
- Approve amended Agreement by Regional School Committee
- Seek preliminary approval from Commissioner of Education
- Vote to approve amended Agreement in each town
- Final approval granted by Commissioner of Education



Amendment Sub-committee

- Regional School Committee creates a “Regional Agreement Amendment Committee” - subject to Open Meeting Law
- Suggested Membership on this sub-committee
 - A. School Committee members from each town
 - B. Selectman from each town
 - C. Finance Committee member from each town
 - D. Town Administrator or Town Manager from each town
 - E. Public at Large from each town
 - F. School Superintendent & Business Manager (resources)



Appointing Amendment Sub-committee (1)

- School Committee chooses 1 member from each town from the School Committee
- School Committee assigns Superintendent of Schools & Business Manager as resources



Appointing Amendment Sub-committee (2)

- School Committee asks Selectmen from each town to recommend a member to be appointed to the RAAC
- School Committee requests each towns' administrator to be appointed to RAAC
- School Committee asks Finance Committee from each town to recommend a member to be appointed to the RAAC



Appointing Amendment Sub-committee (3)

- School Committee requests interested individuals in the member communities
- School Committee appoints 1 to 3 individuals from each town
- School Committee appoints Chairperson, Vice Chair & Secretary



Status of Regional Agreement

- The regional agreement is amended
- If the amendment to the agreement is not approved, the current agreement stays in place
- The regional agreement is not being opened, it is being amended



Review current Regional Agreement for possible Amendments

RAAC & Facilitators



Updating Process

RAAC & Facilitators

- Start with current Agreement
- Review each section of Agreement
- Use Tracking Agreement Document process
- Seek DESE approval as each section of Agreement is reviewed
- Lawyers for District review the changes to make sure they are legal
- Amendment Committee approves a complete updated Agreement
- School Committee approves a complete updated Agreement
- Facilitators seek DESE initial approval of completed updated Agreement before being voted by the Towns
- Town Meeting votes approval
- Commissioner signs agreement



Community Relations Plan

- RAAC with Facilitators' meetings open to public – citizens are encouraged to attend
- RAAC & Facilitators meet with Selectmen and Finance Committee to explain the changes – several times during the process
- RAAC & Facilitators hold public meetings to explain the proposed amended agreement – several times and get feedback
- Newspaper articles
- Cable TV



Recommended Process: RAAC & Facilitators

1. RAAC reviews the Regional Agreement for Compliance
2. RAAC writes amendments to the Regional Agreement
3. RAAC produces an amended agreement – keeps in touch with DESE
4. Community relations plan implemented
5. RAAC recommends to the School Committee approval or no approval
6. School Committee votes to approve, not approve or change the recommended amendments and updates to Regional Agreement
7. Amended Agreement sent to DESE for initial approval
8. Amendment is sent to the Selectmen of each town after initial approval by DESE
9. Community Relations Plan followed
10. Communities vote on amendments to Regional Agreement



Recommended Process: Public Vote

1. Selectmen place article on warrant
2. Voters approve or disapprove amended Agreement
3. If approved, signed Agreement and certified votes sent to DESE
4. Commissioner approves amended agreement provided it is in compliance



TimeLine

- Chose date to have Town Meeting approve updated agreement – recommend concurrent Town Meetings
- Chose dates for public hearings before Town Meetings
- Work backwards to establish the first meeting date and then the meeting schedule for Amendment Committee
- Community relations plan – update meetings and press releases – choose dates and locations
- The timeline will be influenced based on the date the assessment needs to be in place for following year's budget



A Reflection

- Amendment Process requires careful thought
- Need to develop a significant Community Relations Program
- Length of time to complete amended Regional Agreement can take up to a year or more
- Recommendation is to have facilitators and legal assistance throughout the process

