

# TOWN OF GILL

MASSACHUSETTS



[www.gillmass.org](http://www.gillmass.org)

## SELECTBOARD MEETING MINUTES

*February 28, 2011*

Call to Order: The meeting was called to order at 4:30pm.

Present: John Ward, Randy Crochier and Ann Banash, Selectboard members; Ray Purington, Administrative Assistant.

Others Present: Rick James and David Detmold

Approval of Minutes: Ann made a motion, seconded by Randy, to approve the minutes from 2/14. The vote was unanimous in the affirmative.

Annual Town Meeting: The Board decided to hold Annual Town Meeting on Monday, May 9<sup>th</sup> at 7:00pm. Warrant articles and articles by petition must be submitted by Monday, April 11<sup>th</sup>. A notice will be sent to all town boards, committees, and departments.

Tighe & Bond Invoice: Tighe & Bond submitted a 25% completion invoice for their design/bid work for the pump upgrade at the Riverside Sewer Pump Station. T&B will have bid documents ready for the town to review in 1-2 weeks, and expect to be ready to go out to bid in March. Ann made a motion, seconded by Randy, to authorize the Franklin County Regional Housing & Redevelopment Authority pay \$3,125.00 to Tighe & Bond from the rehab loan repayment account that the FCRHRA administers for Gill. The vote was unanimous in the affirmative.

FY12 CDBG Application: Ray reported that the FCRHRA has asked towns to begin thinking about possible projects for the FY12 round of Community Development Block Grant funds. He noted, however, that since Gill has already applied for housing rehabilitation funds in the FY11 round, the Town is not eligible to apply again until FY13. If FY11 grant money is not awarded to Gill, an FY12 application could be submitted. Other than housing rehab, no new projects have been identified and no projects from last year's list are eligible for CDBG funds. Although accessibility projects for the library and Riverside Municipal Building might be eligible, the Town doesn't presently have the resources to commit to such projects, and that the current leased use of the RMB makes it ineligible for CDBG funding. The Board asked Ray to check on the status of the RMB Use Study Committee.

RMB Boiler Update: Ray reported that a new burner for the RMB's old oil-fired steam boiler would cost approximately \$960.00. A budget estimate to replace the boiler was \$6,400 plus \$2,000 labor. The Board agreed that given the uncertainty surrounding the building's future use, a boiler replacement does not make sense at this time. Ray will report back on costs and timing for replacing the burner.

PSC Boiler Update: Ray also reported that the oil-fired steam boiler at the Public Safety Complex, which was installed in 1978, has developed a leak. The boiler is still operational, but the extent of the leak is not yet known. Ray recommended using financial prudence in investigating the leak; it would be easy to incur a high labor bill only to conclude that the 32-year-old boiler is not worth repairing and should be replaced. Ray and the Highway Superintendent will gather additional information about repair and replacement costs and options, including like kind, pellet boilers, and conversion to forced-hot-water.

Perry Resignation: The Board received a letter from Robert Perry resigning from the Historical Commission. Ann made a motion, seconded by Randy, to accept the resignation with regret and to send a letter of appreciation to Bob for his years of service to the Town. The vote was unanimous in the affirmative.

4:55pm Gene Beaubien, Gill Fire Chief and Emergency Management Director, and Bob Barry, MEMA Local Coordinator joined the meeting.

Fire Department & EMD Updates: Gene informed the Board that the flat bed has been installed on the new brush truck. He also reported that he had received two building permit applications from Northfield Mount Hermon School for additions to cottages 1 and 5. The Fire Department attended Sunday's sledding party that was sponsored by the Recreation Committee. It was noted that only about a dozen children participated, so perhaps more advertising is needed in future years. Gene received the Board's permission to apply for a \$2,500 Emergency Management Performance Grant, funds for which originate from the Dept. of Homeland Security and are disbursed by MEMA. The money will be used to replace 20-year-old tables and wooden chairs in the Emergency Operations Center (EOC). The Town's match for this grant will come from what we pay Gene for his EMD stipend. Randy made a motion, seconded by Ann, to approve the grant application and authorize John to sign on behalf of the Board. The vote was unanimous in the affirmative.

Statewide Mutual Aid Laws: Bob Barry explained three laws that allow Selectboards to opt-in their towns to give and receive Statewide Mutual Aid for Fire (MGL Ch 48: Sect 59A), Public Safety (MGL 40:4J), and Public Works (MGL 40:4K). He noted that MEMA is recommending towns opt in for Fire and Public Safety now. Implementation details for Public Works Mutual Aid are still being developed. These laws are designed to facilitate more efficient use of regional assets, so that towns or regions unaffected by an emergency can come to the aid of those in need. Towns are not required to give aid, and the sending town assumes all expenses, while the receiving town assumes the liability. If an event is eligible for FEMA reimbursement, then the sending town could apply for funds.

These laws do not supersede any pre-existing mutual aid agreements. The laws spell out the terms of giving and receiving aid, which should minimize the chances for surprises and misunderstandings. The scope of the Public Safety mutual aid is broad; it covers Boards of Health, Building Inspectors, Town Hall staff, etc.

The Board questioned whether MIIA, the Town's insurance provider, had given an opinion on these laws, and whether the Town would need some special insurance rider or if there would be any additional premiums. Ray will check with MIIA. Randy made a motion, seconded by Ann, that the Town of Gill opt in to the Statewide Public Safety Mutual Aid (MGL 40:4J) and the Statewide Fire Mutual Aid (MGL 48:59A) contingent on receiving no concerns or extra costs from MIIA, and to authorize John to sign on behalf of the Board. The vote was unanimous in the affirmative. Bob Barry left at 5:25pm.

Fire Department Air Packs: Gene showed the Board one of the department's air packs that was retrofitted last fall to be capable of buddy breathing functions. The same hose fitting on several air packs have very recently developed leaks, and will need to be repaired. The fitting is attached to a hose that was not replaced during the retrofit, and it appears that the hose is the wrong length to function with the new valves. A representative from Firematic Supply, the company from which we purchased the retrofits, has offered to split the \$1,400 cost to correct all 20 packs. Gene asked for and received emergency approval to spend \$700 from his budget to make the repairs. *(It was later determined that \$754 remains in the Airpack Retrofit line of the budget, and the repairs will be paid from there.)*

The Board also approved a purchase order for \$1,000 to purchase a hydrant assist valve from Firematic Supply. Gene reported that he has researched the cost of turnout gear through the federal bid GSA program and found those prices to be higher than a recent quote from Firematic Supply. Depending on how his budget runs for the rest of the year, he hopes to be able to buy 3 or maybe 4 sets of gear. Gene left at 5:35pm.

Open Source Municipal Software: The Board discussed a letter from David Davies, Information Technology Director for Mass. DOR, inviting the town to participate in a planning process being organized by the Community Software Consortium and the FRCOG. The study will look at the feasibility and desirability of Internet "cloud-based", license-free software for municipal accounting, collection, treasury, payroll, utility billing, and licensing functions. The CSC currently has assessing and tax administration software. Gill presently spends \$7,000 yearly on

licensing and support fees for assessor, collector, and accountant software, and all three programs are independent and isolated from each other. This invitation is viewed as an opportunity to become more efficient through connected software and data, while reducing software license expenses. The Board indicated their support for the software initiative, and asked Ray to discuss the matter further with the Collector/Treasurer, Accountant, and Assessors.

Hampshire Power: The Board discussed a request from Ken Elstein of Hampshire Power to place an article on the warrant for annual town meeting to consider municipal aggregation of the supply of electricity. If implemented, municipal aggregation would cause all residential customers to be automatically enrolled with Hampshire Power as their electric supplier. Increasing the amount of electricity that it supplies would allow Hampshire Power to buy electricity at lower costs, and pass those savings on to its customers. The Town has been using Hampshire Power as its electricity supplier since 2005. Ann made a motion, seconded by Randy, to place the article on the warrant. The vote was unanimous in the affirmative. The Board requested that a representative from Hampshire Power be asked to attend Town Meeting to answer questions from residents. A handout will also be requested.

Ray also announced that Gill's FY10 profit share from Hampshire Power was received today - \$233.24. Geoff Rodgers from Hampshire COG/Hampshire Power will be invited to attend a Board meeting this summer to discuss a possible switch from the Profit Share Plan to the Real-Time Plan. Many towns are now using the real-time plan and are saving money over the profit share plan. Gill's contract with Hampshire Power renews in October, so the switch should be made before then.

Expanded Bottle Bill: The Board read a request from MassPIRG asking the Board to support legislation to expand the existing can & bottle deposit program to include sports drinks, bottled water and similar beverages. The Board agreed that this is an important piece of legislation. Ann made a motion, seconded by Randy, to adopt a resolution in support of updating the Massachusetts Bottle Bill and to authorize John to sign on the Board's behalf. The vote was unanimous in the affirmative.

FY12 Heating Oil Contract: Ray reported that Amherst-based Surner Heating Company was the low bidder to supply heating fuel oil to the town in FY12. For providing delivery services Surner will add \$0.2480 per gallon to whatever oil price Gill locks in later this spring or summer. This is \$0.001 less than we had been paying the current supplier, Dennis K. Burke. The bid process was administered by the Lower Pioneer Valley Educational Collaborative. Ann made a motion, seconded by Randy, to award to and sign the contract with Surner Heating Company. The vote was unanimous in the affirmative.

FY12 Expense Budget Projections: The Board reviewed an initial projection of FY12 budget expenses using all known fixed costs (FRCOG assessments, GMRSD & Tech assessments, retirement) and with town departments level funded from FY11. Based on the revenue projections presented on 2/14, there is about \$51,000 available for department budget increases, special articles, and capital projects. Department budgets are still being distributed and/or received. The Board expressed hope that no further state aid cuts will occur, and that perhaps an almost level-funded budget could be achievable for FY12.

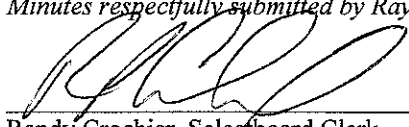
Announcements: Kindergarten registration for Gill residents will be on 3/2 at Gill Elementary.

6:20 David Detmold and Rick James left the meeting.

Warrant: The Board reviewed and signed FY11 Warrant #18. Randy did not sign the payroll warrant.

Adjournment: The meeting adjourned at 6:50 p.m.

*Minutes respectfully submitted by Ray Purington, Administrative Assistant.*

  
Randy Crochier, Selectboard Clerk

RECEIVED FEB 23 2011

**Tighe & Bond**

www.tighebond.com

## ***Invoice:***

Gill Board of Selectmen  
325 Main Road  
Gill, MA 01376

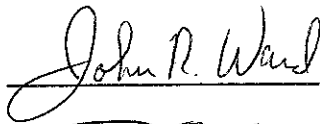


INV. DATE : 02/22/2011  
INVOICE # : 022011110  
PROJECT # : 1605302

**GILL-Riverview Pump Station Upgrade**

**FOR PROFESSIONAL SERVICES RENDERED 1/2/2011 THROUGH 1/29/2011 AS FOLLOWS:**

Services rendered this period were performed in accordance with Agreement dated November 23, 2010.

TOTAL FEE AUTHORIZED	\$12,500.00
PERCENT COMPLETE AS OF 1/29/2011	25.00 %
FEE EARNED TO DATE	3,125.00
LESS PREVIOUS BILLINGS	0.00
<b>AMOUNT DUE THIS INVOICE</b>	<b>\$3,125.00</b>

*Invoices are due and payable within 30 days of receipt unless otherwise stated in our Agreement.*



Please Remit Payment to: Tighe & Bond, Inc. • 53 Southampton Road • Westfield, MA 01085-5308  
Tel 413.562.1600 • Fax 413.562.5317 • Federal ID # 04-2821431



**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

42 Canal Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
Email: [dcote@fcrhra.org](mailto:dcote@fcrhra.org)

January 31, 2011

Mr. John Ward, Chair  
Select Board  
Town of Gill  
325 Main Road  
Gill, MA 01354

Dear Mr. Ward, Chair,

The Town of Gill may be eligible to apply for FY 2012 Massachusetts Community Development Block Grants (MA CDBG). Although Requests for Proposals haven't yet been published, it is time to start planning for eligible activities, and to update the town's Community Development Strategy (CDS).

The Franklin County Regional Housing and Redevelopment Authority (HRA) will be pleased to assist your community in developing and submitting an application for MA CDBG funds to benefit the low to moderate income residents of your town. Eligible activities for these funds include:

- Housing programs: housing rehabilitation, acquisition, demolition and homeownership
- Public facilities and infrastructure improvements: for example, parks, senior centers, water and sewer systems, road improvements, and handicapped accessibility renovations to public buildings.
- Community economic development: may include infrastructure improvements (commercial rehab), which support economic development activities.
- Social services programs
- Community planning activities

I am including a list of CDBG projects that the HRA has implemented successfully throughout the county as well as a list of CDBG-eligible activities.

Please contact me in writing by **April 29, 2011** if you would like the HRA's assistance in developing an application for FY 2012 CDBG funds. If your community is unable to meet this deadline, we look forward to assisting you with future applications. If you have any questions, please do not hesitate to contact me at (413) 863-9781 Extension 144; [dcote@fcrhra.org](mailto:dcote@fcrhra.org).

HRA would also be happy to assist, an eligible community, implement affordable housing programs using Community Preservation Act funds. If you are interested in exploring possible uses of these funds for affordable housing, please contact Assistant Executive Director Joanie Bernstein at (413) 863-9781 Extension 131; [jbernstein@fcrhra.org](mailto:jbernstein@fcrhra.org).

Sincerely,

Donna M. Cote

Director of Community Development

Enclosures

Rental Assistance • Housing Development • Housing Management • Community Development  
Municipal Assistance • Rehab Financing • Homeownership • Public Infrastructure

Equal Housing Opportunity

2/15/2011

To: Town of Gill, Board of Selectmen

Town of Gill Historical Commission

It is with regret I inform you that in the interests of making room for a new member with sufficient free time to devote to serving on the Town of Gill Historical Commission, I hereby tender my resignation from the Commission effective immediately. I apologize for delaying this decision so long, but I was hoping that after my place of employment was purchased, life would return to a more reasonable pace and again allow me the time to effectively serve on the Commission. Unfortunately, that has not been the case, and current forecasts predict major and extended time commitments for the next several years. At this juncture, it is in the best interests of the town and the valuable work done by past and current members of the Commission, they should receive my support by being allowed to continue at full membership strength. It has been a distinct pleasure to serve with such dedicated volunteers in the preservation of the Town of Gill's history, and their continuing efforts to educate current and future generations about Gill's rich historical past. In several years my retirement may present another opportunity for me to once again assist with those continuing efforts.

Warmest regards,

A handwritten signature in black ink, appearing to read "R. F. Perry". The signature is stylized with a large, looped "P" and a cursive "Perry".

Robert F. Perry



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road, Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Deval L. Patrick  
Governor

Timothy P. Murray  
Lieutenant Governor

Mary Elizabeth Heffernan  
Secretary

Kurt N. Schwartz  
Acting Director

*Rec'd 2/10/11*

January 21, 2011

TO: Elected Municipal Officials  
Municipal Managers & Administrators  
Police & Fire Chiefs  
Emergency Management Directors  
Public Works and Public Health Directors  
Building Officials  
Other Appointed Municipal Officials

On July 27, 2010, Governor Deval Patrick signed into law Chapter 188 of the Acts of 2010 (An Act Relative to Municipal Relief). This legislation created, among other provisions, two new statewide mutual aid laws. I am writing to promote awareness of these new mutual aid laws and to urge your jurisdiction's participation in them and the long-established Fire Mutual Aid law. The citations for these mutual aid laws are as follows:

Statewide Public Safety Mutual Aid: (MGL c. 40, §4J);  
Statewide Public Works Municipal Mutual Aid: (MGL c. 40, §4K);  
Fire Mutual Aid: (MGL c. 48, §59A).

While there is substantial overlap among these three mutual aid laws, there are important differences between them that warrant jurisdictions joining each of the three agreements. For example, only the Public Works and Fire mutual aid laws permit crossing into adjoining states to send and receive assistance. The Fire mutual aid law also permits aid to any federal jurisdiction in the Commonwealth and serves as the backbone of the Statewide Fire Mobilization Plan. The Public Works mutual aid law permits mutual aid to support every day, non-emergency, operations while the Public Safety mutual aid law limits the provision of mutual aid under the agreement to "public safety incidents" as defined in the law.

Region I  
P.O. Box 116  
365 East Street  
Tewksbury, MA 01876  
Tel: 978-328-1500 Fax: 978-851-8218

Region II  
P.O. Box 54  
12-I Rear Administration Road  
Bridgewater, MA 02324-0054  
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV  
1002 Suffield Street  
Agawam, MA 01001  
Tel: 413-821-1500 Fax: 413-821-1599

With the recent enactment of the Public Safety and Public Works mutual aid laws, the Commonwealth has, for the first time, comprehensive multi-discipline mutual aid statutes that provide a mechanism, or system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. In addition, the new Public Works mutual aid law allows communities to share public works resources in support of every day, non-emergency work.

Even in strong economic times, most cities and towns do not have sufficient personnel and resources to quickly and effectively respond to and manage: mass casualties, widespread damage to infrastructure, numerous persons displaced from their homes, mass vaccinations or decontaminations, establishing food and water distribution sites, and the many other demands that large, and even small disasters place on municipal government. And, these are not strong economic times. Now, more than ever, cities and towns must rely on neighbors in times of emergency.

Likewise, state resources, once mustered, may not be sufficient to meet all urgent needs and demands in the aftermath of a widespread natural or man-made disaster that impacts many cities and towns.

What we know from experiences here in the Commonwealth and in other parts of the country, is that we need a strong, reliable mutual aid system that provides the platform for cities and towns to dispatch personnel and resources to other communities that are in need. We are not just talking about police and fire; we are talking about emergency management; emergency medical services; building inspectors; engineers; health agents and inspectors; transportation, water, sewer, highway, forestry, parks and cemetery personnel and resources; and communications capabilities.

Think back to the December 2008 widespread ice storm that left roads impassable in dozens of small communities in the central and western parts of the state. Just imagine how much more quickly we could have cleared downed utility lines and trees, and reopened roads if we could have drawn dump trucks, plows, chain saws, and highway department workers from the cities and towns in the southeastern and eastern parts of the state that were not touched by the storm.

Think further back to the explosion that rocked Danvers just a few years ago. With hundreds of buildings damaged or destroyed, Danvers had an urgent need for building inspectors to go building to building, and street to street, to assess the levels of damage, and overall safety of the impacted structures. While some municipal building inspectors from neighboring towns volunteered their services, they did so with significant liability and jurisdictional questions unanswered.



More recently, we anxiously monitored a strong hurricane (Hurricane Earl) that was threatening to make landfall on the Cape or Islands. This time we were fortunate—the storm took a more easterly path and weakened before it reached our area. But had this storm made landfall in Massachusetts as a Category 3 or Category 4 hurricane, damage to roads, bridges, utility systems, homes and businesses would have been extensive. Emergency services in the southeast part of the state would have been out straight, and demand for all types of public safety and municipal services would have exceeded capacity. Moreover, the everyday informal and formal systems of neighbor to neighbor mutual aid would not have worked because every community in the southeastern part of the state would have been in the same situation – not enough resources to meet the urgent needs of their residents.

Today, we have comprehensive mutual aid statutes that can facilitate mutual aid from neighboring cities and towns and communities in other parts of the state. By utilizing these statutes, impacted jurisdictions can quickly ask for and receive an array of resources such as police and fire personnel, municipal workers to staff shelters and food distribution sites, building inspectors, health inspectors, dump trucks, front-end loaders, generators, chain saws, Community Emergency Response Teams, and Medical Reserve Corps.

*Each of these three mutual aid laws require a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of these mutual aid agreements.* Each statute spells out the vote that a jurisdiction must take to opt-in to these mutual aid statutes. In order to maintain a central registry of cities and towns that have opted in to the mutual aid agreements, we ask that each jurisdiction notify MEMA, in writing, using the enclosed form, once it takes the required votes to opt-in to one or all of the mutual aid agreements.

Opting in to any of these agreements does not require a jurisdiction to provide mutual aid if doing so is not reasonable and practicable. A jurisdiction is permitted to withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction or if it does not wish to bear the expense of providing mutual aid. Opting in to the Public Safety or Public Works mutual aid agreements **does not** affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. Additionally, a party may enter into supplementary mutual aid agreements with other parties or jurisdictions. A jurisdiction may also opt out of the Public Safety and Public Works agreements at any time by providing 10 days written notice to MEMA.

Ultimately, my hope is that your jurisdiction will opt-in to these three mutual aid statutes by taking the required votes. Today, I am urging you to move forward and adopt two of the mutual aid laws: the Statewide Mutual Aid Law and the Fire Mutual Aid Law. The third (the Statewide Public Works Mutual Aid Law) is not quite ready to be implemented; the Advisory Board that oversees its operation is still working on the necessary implementation documents.

I have enclosed the following documents to facilitate your jurisdiction's review and acceptance of the two mutual aid statutes:

- Summaries of the mutual aid statutes (the Public Works Mutual Aid Law also is summarized) (Attachment A);
- Instructions on the steps/actions your jurisdiction must take to opt-in to the Statewide Mutual Aid Agreement and the Fire Mutual Aid Agreement (Attachment B);
- Notification Form to complete and return to MEMA after your jurisdiction opts-in to one or both of the mutual aid agreements;

Should you have any questions, please contact MEMA's statewide mutual aid coordinator Allen Phillips at 508-820-1426 or at [allen.phillips@state.ma.us](mailto:allen.phillips@state.ma.us).

Very truly yours,



Kurt N. Schwartz

Undersecretary, Law Enforcement & Fire Services

Acting Director, Massachusetts Emergency Management Agency

Executive Office of Public Safety & Security

**ATTACHMENT A**  
**Summaries of Mutual Aid Laws**

**Chapter 40, Section 4J: Statewide Public Safety Mutual Aid**

Creates a statewide public safety mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify MEMA in writing. The city/town/governmental unit shall become a party to the agreement 30 days after MEMA's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying MEMA in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after MEMA's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by an authorized representative of the requesting party to an authorized representative of the sending party or to MEMA. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party consistent with the incident command system. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public safety incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

#### **Chapter 40, Section 4K: Statewide Public Works Municipal Mutual Aid**

Creates a statewide public works municipal mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, services related to public works, personnel, equipment, supplies and facilities to prepare for, prevent, mitigate, respond to and recover from public works incidents. Participation in the agreement is also available to governmental units in states contiguous to the Commonwealth. Creates a statewide public works municipal mutual aid advisory committee to be chaired by the secretary of public safety and security or his designee.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify the mutual aid advisory committee in writing. The city/town/governmental unit shall become a party to the agreement 30 days after the advisory committee's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying the advisory committee in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after the advisory committee's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by the chief executive officer of the requesting party or one of its designated points of contact to the chief executive officer or a designated point of contact of the sending party. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested by the requesting party; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public works incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location. While providing mutual aid assistance under the agreement, employees of the sending party shall be considered similarly licensed, certified or permitted in the requesting party's jurisdiction if the employee holds a valid license, certificate or permit issued by the employee's governmental unit.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

All equipment requested and deployed pursuant to this agreement shall be insured by the sending party.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

#### **Chapter 48, Section 59A: Fire Mutual Aid Law**

M.G.L. Chapter 48, Section 59A authorizes cities and towns to voluntarily participate in rendering mutual aid fire response to another city, town, fire district or area under federal jurisdiction in the Commonwealth or an adjoining state.

Cities, towns, and fire districts may authorize such mutual aid by passing an ordinance or by-law or by vote of the aldermen, selectmen, or prudential committee or other boards exercising such powers.

Each city, town, or district wishing to participate in fire department mutual aid, must, at a minimum, vote to accept the provisions of Chapter 48, Section 59A. The jurisdiction may also authorize its department to enter into mutual aid agreements with any other city, town, or district or in adjoining states, or impose conditions or restrictions on rendering mutual aid. There should be a policy authorizing the fire department to participate in the statewide mutual aid plan, regional plans, or other plans, as approved by the city, town, or district.

Mutual aid covers the extinguishment of fire or rendering of any emergency aid or detail as ordered by the Head of the Fire Department. However, the ordinance, by-law or vote may place conditions or restrictions on the rendering of such aid.

Members of fire departments, while performing their duty in extending mutual aid, shall have the immunities and privileges as if performing those duties within their respective cities, towns or districts. (This includes immunity under the provisions of the Massachusetts Tort Claim Act, M.G.L. Chapter 258 as well as the Good Samaritan provisions for EMT's rendering treatment pursuant to Chapter 111C, section 21.)

In the absence of any agreement to the contrary, the municipality rendering aid is responsible for: damage to its own equipment; personal injury sustained or caused by a member of its fire department, and any payment it is required to make to a member of its fire department or their widows or dependants due to injury or death.

**ATTACHMENT B**  
**MUTUAL AID "OPT-IN" INSTRUCTIONS**

**The statutory requirements for jurisdictions to opt-in to the mutual aid agreement(s) are set forth below.**

**MGL c. 40, §§ 4J: Public Safety Mutual Aid Agreement**

If a city or town wishes to join the Public Safety agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval by a majority of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of MEMA in writing.

If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of MEMA in writing.

**MGL c. 48, § 59A – Statewide Fire Mutual Aid Agreement**

Cities, towns and fire districts may, by ordinance or by-law, or by vote of the board of aldermen, selectmen or of the prudential committee or board exercising similar powers, authorize their respective fire departments to go to aid another city, town, fire district or area under federal jurisdiction. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein.

Once a jurisdiction has properly authorized joining one or both of the above listed mutual aid agreements, please complete each applicable section of the attached form (See Attachment C). Upon completion, please return the form to:

Massachusetts Emergency Management Agency  
400 Worcester Road  
Framingham, MA 01702-5399  
Attn: Allen Phillips

**ATTACHMENT C**  
**MUTUAL AID "OPT-IN" FORM**

**CITY/TOWN/ DISTRICT OF \_\_\_\_\_**

I hereby certify by my signature(s) below that the city/town/district or other governmental unit has authorized, in accordance with each of the applicable statutes, its participation in each of the mutual aid agreements indicated below (each individual section below must be completed for each agreement authorized).

**MGL c. 40, §4J – Statewide Public Safety Mutual Aid Agreement**

Date of Vote/Execution:

Name and Title of Certifying Official:

Signature of Certifying Official:

Telephone #:

Email Address:

**MGL c. 48, §59A – Statewide Fire Mutual Aid Agreement**

Date of Vote/Execution:

Name and Title of Certifying Official:

Signature of Certifying Official:

Telephone #:

Email Address:

Once each applicable section of this form is completed please return the form to:

Massachusetts Emergency Management Agency  
400 Worcester Road  
Framingham, MA 01702-5399  
Attn: Allen Phillips



**Massachusetts Department of Revenue Division of Local Services**

Navjeet K. Bal, Commissioner     Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs

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To: Municipal CEO's, Finance Directors, Accountants, Assessors, Collectors,  
Treasurers, Clerks, and Information Technology Directors  
Ann Banash, Selectman, Gill

From: David L. Davies, Information Technology Director

Date: February 22, 2011

Re: Open Source Municipal Integrated Financial Software System

This message is an invitation, sent to key officials in all municipalities, but most relevant to small and medium-sized towns. If the following is of interest, please respond to this email or otherwise contact me if you or your community would like to know more, want to be kept advised of progress, or want to be part of the planning process. (Phone 617-626-2383, Fax 617-660-3992, Mail Box 9569, Boston, MA 02114-9569)

After a recent article in City & Town that documented small to medium-sized communities' difficulties in affording and managing information technology, a specific opportunity arose that the Community Software Consortium (CSC) and Franklin Regional Council of Governments (FRCOG) are jointly investigating for feasibility and desirability. Municipal officials in a town of approximately 14, 000 residents developed a suite of applications for accounting, collection, treasury, payroll, utility billing, and licensing major parts of which were successfully used and enhanced in that community over the last twenty years. These officials and the town have agreed to share those applications with the CSC for enhancement and conversion to Internet-based "cloud" versions if the resulting programs are available to all communities under open source licensing arrangements, i.e. no licensing costs for acquisition or enhancement.

Because such a system, if properly developed and implemented, would contribute greatly to cost-saving regionalization and was proposed conceptually in the legislature's Regionalization Commission/Municipal Finance Committee Report, the CSC and FRCOG are considering joint applications for regionalization grant funding if such become available in the FY2012 State Budget.

Separately, the CSC is preparing to move its mass appraisal and tax administration system to the Internet for all the reasons that make "cloud" computing sensible for communities that cannot afford technology staffing or frequent hardware/operating system updates. Integration with various vendors' assessment databases and other proprietary applications could be on-going objectives for a new overall system.

The CSC will explore how its limited funds could be most effectively used to advance this project. The CSC currently consists of 67 Massachusetts towns that since 1996 have jointly purchased and developed assessment and collection software solutions.

Any community can join for purposes of collectively funding any technology solutions or services. General membership costs \$500 annually for any city or town.

At this early stage, the CSC and FRCOG invite communities to indicate their interest in participating in a process to select necessary enhancements and program components. If feasible, this would be a multi-year effort, with carefully planned phases including requirements specification, development, testing, and implementation. While the plan would be to offer the software to anyone at no cost, provision of training and support for specific versions would necessarily involve costs, as would data conversion. The planning process would consider the most effective ways to deliver such services, both from financial and quality standpoints. The Division of Local Services would, given sufficient municipal interest, contribute project management and technical expertise, advocating for use of state information technology resources as appropriate. This would be an ambitious undertaking, and many pieces would have to fall into place to achieve success. Please let us know if your community might want to participate. Thank you.

# HAMPSHIRE COUNCIL OF GOVERNMENTS

February 23, 2011

Board of Selectmen  
Gill Town Hall  
325 Main Road  
Gill, MA 01354

A law passed in 1997 set up a competitive electricity marketplace. Together with participating towns, the Hampshire Council of Governments has been building its successful Electricity Program for a long time. We now serve as Electricity Supplier to over 75 towns, school districts, and other government entities in the five Western Massachusetts counties, saving customers over \$1 million.

Unfortunately, most residential and small business customers have not yet seen lower electricity rates. The Hampshire Council is working to expand its service to everybody through Municipal Aggregation, a program in which town residents are automatically enrolled for better prices. At our request, Town Meetings in sixteen towns voted to authorize their Boards of Selectmen to work with us to set up this program. (Delivery Services, including maintenance of overhead wires, will continue to be provided by the existing utility.)

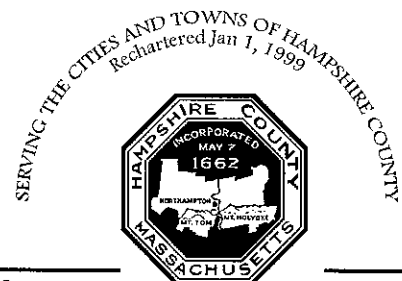
I would welcome the chance to speak with you about a Town Meeting warrant article for Municipal Aggregation, and what this program is all about. Everything we do must be approved by the Board of Selectmen and by the state's Department of Public Utilities.

We look forward to working together both to improve service and reduce prices for electricity supply.

Sincerely,



Kenneth Elstein  
Hampshire Power  
kelstein@hampshirecog.org



**PROPOSED TOWN MEETING WARRANT MOTION  
FOR MUNICIPAL AGGREGATION OF ELECTRICITY**

**Resolution to Seek Lower Electric Rates in a Competitive Market**

Whereas, the Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry; and

Whereas, the citizens of the Town of Gill in Franklin County have substantial economic, environmental, and social interests at stake; and

Whereas, Gill's residential and business consumers are interested in reducing their electricity rates;

Be it therefore resolved, that the Town Meeting of Gill grant the Board of Selectmen authority to develop and participate in a contract, or contracts, for power supply and other related services, independently, or in joint action with other municipalities through the Hampshire Council of Governments. If such contracts are to be approved, individual consumers would retain the option not to participate and to choose any alternative service they desire; and

Be it further resolved, that the Board of Selectmen will appoint a representative for a committee to oversee such joint action.

# MASSPIRG

**Public Interest  
Advocate**

44 Winter Street, 4th Floor | Boston, MA 02108

[www.masspirg.org](http://www.masspirg.org) (617) 292-4800 (ph)  
[info@masspirg.org](mailto:info@masspirg.org) (617) 292-8057 (fx)

Chairman John Ward  
Board of Selectmen  
325 Main Rd.  
Gill, MA 01354

February 25, 2011

Dear Chairman Ward,

As you may know, the Bottle Bill is the common name for the Massachusetts Beverage Container Recovery Law of 1982, Massachusetts General Law (MGL) c.94, s.321-327. The law imposes a refundable \$.05 deposit on beer and soda containers thus providing a financial incentive for the consumer to return them for recycling. A bill proposing an update to that law, to expand the kinds of containers covered by that deposit to include water bottles, sports drinks, and similar beverages has been pending in the Legislature since 1996.

This letter serves as a request for the Town of Gill to pass the enclosed resolution, in order to demonstrate support for the updated bottle bill and help get it passed. The support of cities and towns is crucial to the effort to get this bill through the Legislature. The Bottle Bill reduces litter, increases recycling, and saves cities and towns money in clean up and disposal costs, which is why the Mass Municipal Association and 145 cities and towns have already endorsed this effort. In addition, in a recent poll conducted by the MassINC Polling Group, 77% of the public said they supported an update.

Enclosed you will find a sample resolution, a fact sheet on the Updated Bottle Bill, and a list of endorsers. Please contact me with any questions or information needed. You can mail completed resolutions to MASSPIRG at 44 Winter St., 4<sup>th</sup> floor, Boston, MA 02108, or fax to 617-292-8057. If you have already passed the resolution, thank you! Please send confirmation to the same address.

We appreciate your consideration and look forward to hearing from you.

Thank you,

  
Colleen Spivey  
MASSPIRG

**TOWN OF GILL**  
**MASSACHUSETTS**



[www.gillmass.org](http://www.gillmass.org)

**RESOLUTION IN SUPPORT OF UPDATING THE MASSACHUSETTS BOTTLE BILL**

Whereas the Massachusetts Bottle Bill, enacted in 1982 has allowed Gill residents to enjoy a cleaner environment by creating an incentive for users of certain beverage containers to recycle those used containers; and,

Whereas, states with deposit laws have higher residential recycling rates of beverage containers than those states without deposit laws; and,

Whereas litter decrease in states with Bottle Bills averages 70-85%; and,

Whereas, through the Massachusetts Bottle Bill, we recycle nearly 80% of containers of deposit containers, but only 20% of non-deposit containers; and,

Whereas the Governor of the Commonwealth, and members of the Massachusetts Senate and House of Representatives have recognized that the original bottle bill does not take into account those beverages such as bottled water, sports drinks and teas; and,

Whereas the addition of bottled water, sports drinks and teas to the Bottle Bill will decrease the total volume of municipal solid waste that is needed to be collected, thus saving disposal fees and landfill space.

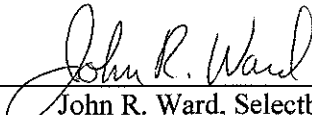
**Therefore Be It Resolved**

That we, the Selectboard of the Town of Gill commemorate the 27th anniversary of the implementation of the Massachusetts Bottle Bill; and,

Furthermore, be it resolved that the Town of Gill be placed on record as being in support of the Massachusetts Beverage Container Deposit Law and encourages its strengthening through expanding the list as recommended by the Governor in his proposed budget and currently being considered by the House and Senate Joint Committee on Telecommunications, Utilities and Energy; and,

Furthermore, be it resolved that the Town of Gill goes on record as supporting programs that encourage residents and visitors to return or recycle all beverage containers and other recyclable materials to fully utilize the currently available recycling programs; and,

Furthermore, be it resolved that the Town of Gill instructs our State Representative, State Senator, and Governor to support and vote in favor of updating the Massachusetts Container Beverage Law.

  
\_\_\_\_\_  
John R. Ward, Selectboard Chair

3/9/11  
\_\_\_\_\_  
Date

BID RECAP, #2 Fuel Oil, January 30, 2011

	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4	BIDDER #5
Franklin County Metered Pump Truck Deliveries	AR Sandri	Country oil	Turner Heating	DK Burke	Global
Section: 6	Margin & Overhead \$ Per Gallon	Margin & Overhead \$ Per Gallon	Margin & Overhead \$ Per Gallon	Margin & Overhead \$ Per Gallon	Margin & Overhead \$ Per Gallon
Metered Pump Truck Deliveries Option 1: Daily	.1940	.2410	.1965	.2392	.1809
Option 2: Fixed	.2990	.3310	.2480	.3281	.3029
Weighted Ave. Price (80% Fixed, 20% Daily)	.278		.2377		.2785
<del>Not Collected</del> Tax Compliance Certificate	✓	✓	✓	✓	✓
Insurance Certificate	✓	0	✓	0	✓
References	✓	✓	✓	✓	✓
Financial Statement	✓	✓	✓	✓	✓
Bid Deposit	✓	✓	✓	✓	✓
Bid Signed?	✓	✓	✓	✓	✓