

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

October 11, 2011

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

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

Others Present: Mick LaClaire, David Detmold

Public Safety Complex Boiler: Ray and Mick LaClaire, Highway Superintendent, provided an update on the estimated cost of the boiler replacement at the Public Safety Complex. The proposed project would provide two boilers instead of one, which will offer redundancy if a boiler needs repairs, and provide greater energy savings during beginnings and ends of heating seasons. The one estimate for the project has risen to \$50,174 and includes prevailing wages, 8 heating zones, and conversion (with re-use) from steam to forced hot water. Mick is working to get an estimate for a single boiler replacement option, as well as more information about expected energy savings. It was asked why the boiler replacement never made it into a Siemens energy project. Ray suspected that it was due to insufficient energy savings and/or too long a payback period, but will endeavor to find out. Scan file

It was noted that only \$20,000 has been budgeted for the project, although there may be same additional state aid coming in, as well as the possibility of extra revenue from higher than expected new growth. It was also asked that Ray inquire about the possibility of using some of the \$19,000 in Gill's Vermont Yankee Emergency Management Fund toward the boiler project. Ray will get sample bid spec documents from Andrea Woods at the FRCOG, and will include the one boiler option as an alternate deduct. Meetings need to be scheduled with the Finance Committee and Capital Improvement Committee to update them on the plan.

Highway Bids: Mick presented the three telephone bids that he received for Line Painting, and recommended it be awarded to Poirier Guidelines, the low bidder at \$0.033. He also presented three bids for Road Grading, and recommended it be awarded to Hastings Farm, the low bidder at \$100/hour with an operator and no travel costs. It was noted that Ernie Hastings, the owner of the Hastings Farm, is the Town's elected Tree Warden and appointed Animal Inspector. Ann made a motion, seconded by John, to award Line Painting and Road Grading based on the Highway Superintendent's recommendations. The vote was unanimous in the affirmative.

West Gill Cemetery Fence: Mick reported that his department has installed the wrought iron fence along the Hoe Shop Road side of the West Gill Cemetery. The fence was a donation arranged by Gill resident Ted Graveline. The Board asked that a letter be sent to everyone involved, thanking them for their donations and efforts.

4:50pm Mick left the meeting. Joanne Flagg joined the meeting.

Conservation Commission Letter: Joanne Flagg, a member of the Conservation Commission, presented a letter that the ConCom would like to send to Kimberly Bose, Secretary of the Federal Energy Regulatory Commission. The letter outlines their support for FERC to develop "consistent monitoring protocols and reporting methods" to be used in tracking erosion conditions along the Turners Falls Pool of the Connecticut River. The Selectboard had no objection to the ConCom sending the letter, but asked that it be reviewed by Town Counsel before it is sent. Joanne left the meeting at 5:05pm.

Review of Minutes: Ann made a motion, seconded by John, to approve the minutes of September 26th. The motion was unanimous in the affirmative.

Acting Clerk: Ann made a motion, seconded by Randy, to appoint John as Acting Clerk of the Selectboard while she is out of town this fall. The motion was unanimous in the affirmative.

Siemens Project Update: Ray reported that the new hot water heater for Gill Elementary has been installed and is operating beautifully. As part of the installation, Siemens put in a mixing valve that properly controls the temperature of the hot water going to the kitchen (140°F) and bathrooms (110°F). The boiler was fired up on Friday, 10/7 and is operating and firing properly, with 86-87% efficiencies. However, as the steam lines were coming up to pressure, two leaks were found in the steam lines that supply the radiators on the windowed wall of the general purpose room (cafeteria). These lines are buried beneath the floor of the room, and sawing the floor to make a repair sounds like a costly and disruptive fix. The floor tiles are known to contain asbestos, so that would also need to be dealt with. As an interim solution the supply and return pipes to the radiators have been valved off, so that the boiler can still provide heat to the rest of the school. Heat for the cafeteria will come from the air handler in the room, which is believed to be oversized. The Town will need to develop a long term solution, which may involve running new forced hot water lines up from the boiler room, through the janitor's office, and then through the cafeteria to the radiators. A cost for this work is not known.

Lighting upgrades are expected to begin by 10/24, and the work will be done from 3-11pm. Ray also reported that to date a total of \$50,816 has been paid to Siemens and other project vendors (asbestos abatement, bond closing costs, etc). The Town has spent more than 40% of the initial \$75,000 of the EECBG grant, and is eligible to request the state distribute the next \$37,500. Ray will make that request in the next week.

Custodian Position: Ray reported that there were a total of 14 applicants for the part-time custodian position, and that he had interviewed four people. He recommended that the Grade 2, Step A \$10.54/hour position be offered to Paul Fahey, 25B Riverview Drive. Ann made a motion, seconded by John, to offer the position to Paul Fahey. John disclosed that he has privately hired Paul in the past for odd jobs ("Call Paul"). The vote was unanimous in the affirmative.

Legislative Breakfast: Ray and John reported on the MMA-sponsored legislative breakfast which they both attended in Sunderland on October 7th. Highlights include: \$65 million of additional state aid will be coming to towns in the next few weeks, an amount equal to unrestricted aid cuts from FY11 to FY12. Towns' FY13 budgets should initially assume level funding on state aid, although it wasn't clear whether that is with or without the additional \$65 million. The state hopes to pass a supplemental spending bill in early 2012 to cover the 25% of Tropical Storm Irene expenses that FEMA will not pay. Although the state's financial picture is improving, deficit-reduction budget cuts at the federal level will likely produce trickle down cuts to the state and local levels.

Community Development Strategy: No additional feedback was received on the draft of the Community Development Strategy that was presented on September 26th. Ann made a motion, seconded by John, to adopt the CDS as presented. The vote was unanimous in the affirmative. Ray noted that there will be an informational meeting about the FY12 CDBG application at Town Hall on 10/24 at 6pm.

Firefighter Appointment: After a recent 18th birthday, junior firefighter Marcus Aucoin is eligible to be appointed as a firefighter, and is so recommended by the Board of Engineers. Ann made a motion, seconded by John, to appoint Marcus Aucoin as a firefighter effective 10/11/11 to 6/30/12 contingent upon results of a physical or doctor's clearance. The vote was unanimous in the affirmative.

MEMA Vermont Yankee Grant: Ann made a motion, seconded by John, to accept the \$7,500 FY12 grant from MEMA to "maintain Radiological Emergency Response Preparedness Program services, and to authorize the Chair to sign on behalf of the Board. The vote was unanimous in the affirmative. It was noted that the current balance in the VY fund is just over \$19,000, and it was suggested that perhaps some of that money could be used toward the boiler replacement at the Public Safety Complex, since that building houses Gill's Emergency Operations Center for VY drills. Ray will ask Gene Beaubien, Emergency Management Director, to check with MEMA.

Electricity Aggregation Agreement: The Board reviewed an agreement proposed by the Hampshire Council of Governments, which would be the next step in the process of the HCOG becoming the default electricity supplier for the Town and its residents and businesses. A number of questions were raised about the agreement and specific wording. Ray will forward those to the HCOG and Town Counsel, and will invite a representative from the HCOG to the 10/24 meeting to address any remaining questions or concerns.

6th Grade Mock Town Meeting: Joanne Flagg will bring her 6th grade students to Town Hall on 10/20 at 1pm for a tour and to hold a mock town meeting. The Selectboard is invited, and Ray will also invite Town Moderator Ray Steele.

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Disaster Recovery Plan: The Board reviewed a letter from Tracy Rogers, Regional Preparedness Program Manager of the FRCOG, offering her services to assist the Town in developing a disaster recovery plan. The Board expressed a general interest in the idea, but asked to have Tracy and EMD Gene Beaubien attend a future meeting to explain more about the benefits of such a plan and the amount of effort required to produce it.

5:55pm David Detmold left the meeting.

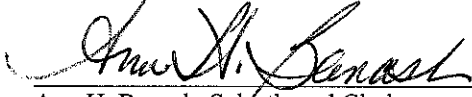
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Animal Control Task Force: The Board reviewed an invitation from Chris Donelan, Franklin County Sheriff, to attend a 10/18 meeting of the Animal Control Task Force and receive an update on the progress toward developing a regional dog kennel. Ray has been attending the task force meetings, and will go to the meeting on the 18th.

Warrant: The Board reviewed and signed FY 2012 warrant #8. Randy abstained from signing the payroll warrant.

Adjournment: The Selectboard meeting adjourned at 6:35 p.m.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



Ann H. Banash, Selectboard Clerk

PROPOSAL

NAME / ADDRESS
Gill Town Hall 325 Main Road Gill, MA 01354

DATE

10/4/2011

DESCRIPTION	QTY	TOTAL
<p>Job Location: Highway Garage Boiler</p> <p>Price to replace existing steam boiler with new Buderus oil fired hot water boilers. Design will be two Buderus G215/6 oil fired boilers controlled by a Buderus Logomatic R2107 control for modulation and zone temperatures. System will consist of Eight zones.</p> <p>1- Garage West 2- Garage East 3 - Police Station 4-4 Fire Office 5 - Cruiser Storage 6 - Fire Truck & Boat Storage 7- Fire Training 8- Fire Garage</p> <p>System will utilize some existing supply piping. Returns from existing system will need to be replaced. System will consist of a constant circulating loop and multiple cold start loops. The highway garage will receive three new modine heaters. One of the existing heaters in the garage will moved to zone # 6. The oil line from the outdoor tank will be replaced with a 1/2 inch coated line. All near boiler piping will be new. A parts list and copy of the piping design can be obtained from Jeff Baird at F.W. Webb Co. (413-222-8515) or (sls164@fwwebb.com)</p> <p>This job is quoted per prevailing wage rates.</p>	1	50,174.00
Thank you for your business.	TOTAL <i>includes sales tax</i>	\$50,174.00

Town of Gill
Procurement Informational Compliance Sheet

Use: Mandatory for procurements that cost \$1,000.00 to \$9,999.00
MGL Ch.30B - Ch.687 of the Acts of 1989

ATTACH THIS SHEET TO ANY AND ALL APPLICABLE INVOICES SUBMITTED FOR PAYMENT
Complete this section if three phone bids:

Detailed description of product or service:

ROAD GRADING

See attached information

Vendor #1 Quoted Price: \$150.00 Hourly w/expense plus \$150.00 Travel Costs
Company Name: LEF CONST. Contact Person: Larry
Phone #: 665-3788 Date: 9-30-11
Address: Long Plain rd Leverett
Notes: Will provide printed copy

Vendor #2 Quoted Price: _____
Company Name: Mitchell Const. Contact Person: Rob
Phone #: 413-625-6141 Date: 10-3-11
Address: Spelburne Falls
Notes: Has Gender - Does NOT want to contract with

Vendor #3 Quoted Price: \$100 P/Hr w/operator NO Travel Costs
Company Name: Hastings Farm ERNIE HASTINGS Contact Person: ERNIE
Phone #: 413-863-9397 Date: 10-4-11
Address: Dale Rd Gill
Notes: Used before

Procurement awarded to: Hastings Farm Date: 10/11/11
Reason awarded: Low bid

(Disclosed that owner is elected Tree Warden & appointed Animal Inspector.)

Sole Source Procurement: If no other vendor/contractor is available in the
New York/New England area that can provide the product or services specified.

Emergency Procurement: Must be advertised in the Goods and Services
Bulletin. Only in the event of unforeseen circumstances and that the public's
health and safety are in danger if the time is taken to do a proper
procurement. Recommended that emergencies be anticipated and that bids be
bought before hand.

Attach a copy of the completed "Notice of Emergency Procurement"
form that was sent to State Regulations Division. Blank forms are available
from the Accountant.

Complete this section if County bid or other type of bid.

Type of bid (county, state, etc.): _____
Description of product or service: _____
Company name: _____ Date of bid: _____
Address: _____
Contract starts: _____ Contract expires: _____

Procurement Officer I certify that I have on file all backup documentation
on the above procurements and that all laws concerning procurement have been
adhered to.

Signed: [Signature] Date: 10/11/11
Print name: RANDY P. CRITCHER S

Town of Gill
Procurement Informational Compliance Sheet

Use: Mandatory for procurements that cost \$1,000.00 to \$9,999.00
MGL Ch.30B - Ch.687 of the Acts of 1989

ATTACH THIS SHEET TO ANY AND ALL APPLICABLE INVOICES SUBMITTED FOR PAYMENT
Complete this section if three phone bids:

Detailed description of product or service:

LINE PAINTING

See attached information

Vendor #1 Quoted Price: 0.036
Company Name: Road Safe Traffic Syst. Contact Person: _____
Phone #: 508-580-6700 Date: 10-3-11
Address: Ayer, MA
Notes: County Bid

Vendor #2 Quoted Price: 0.033
Company Name: Poirier Guidelines Contact Person: _____
Phone #: 978-249-7652 Date: 10-3-11
Address: 1216 W. Royalstone Rd. Athol MA
Notes: County Bid

Vendor #3 Quoted Price: 0.035
Company Name: Hwy Safety Syst. Contact Person: _____
Phone #: 781-982-9229 Date: 10-3-11
Address: Rockland MA
Notes: County Bid

Procurement awarded to: Poirier Guidelines Date: 10/11/11
Reason awarded: Low Bid

Sole Source Procurement: If no other vendor/contractor is available in the New York/New England area that can provide the product or services specified.

Emergency Procurement: Must be advertised in the Goods and Services Bulletin. Only in the event of unforeseen circumstances and that the public's health and safety are in danger if the time is taken to do a proper procurement. Recommended that emergencies be anticipated and that bids be sought before hand.

Attach a copy of the completed "Notice of Emergency Procurement" form that was sent to State Regulations Division. Blank forms are available from the Accountant.

Complete this section if County bid or other type of bid.

Type of bid (county, state, etc.): _____
Description of product or service: _____
Company name: _____ Date of bid: _____
Address: _____
Contract starts: _____ Contract expires: _____

Procurement Officer I certify that I have on file all backup documentation for the above procurements and that all laws concerning procurement have been adhered to.

Signed: [Signature] Date: 10/11/11
Print name: RANDY P. Crocker Sr

Gill Conservation Commission
325 Main Road
Gill, MA 01354
October 11, 2011

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Re: Northfield Mountain Pumped Storage Project No. P-2485
Turners Falls Project No. P-1889

Docket No.: P-2485-055 - Request for a Compliance Investigation submitted by
Landowners & Concerned Citizens for License Compliance related to FERC's November
17, 2009 Ruling Accepting FirstLight Power Hydro Generating Company's 2008 Full
River Reconnaissance Report

Dear Secretary Bose,

The Gill Conservation Commission supports the development of consistent monitoring protocols and reporting methods as part of the Full River Reconnaissance Reports, especially as they relate to erosion conditions in the Turners Falls Pool of the Connecticut River. The Commission believes that effective monitoring requires standardized data collection methods which allow reconnaissance surveys to be compared sequentially.

Due to the disparate conclusions regarding the success of erosion control methods to date, we request that monitoring protocols be peer reviewed by a qualified geomorphologist that is acceptable to all parties.

Sincerely,

Joanne E. Flagg
For the Gill Conservation Commission

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: TOWN OF GILL (and d/b/a): Legal Address: (W-9, W-4,T&C): 325 Main Rd. Gill, MA 01376 Contract Manager: RAY PURINGTON E-Mail: administrator@gillmass.org Phone: 413 863 9347 Fax: 413 863 7775 Contractor Vendor Code: VC6000191798 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA Business Mailing Address: 400 Worcester Road Framingham, MA 01702 Billing Address (if different): Contract Manager: John Giarrusso, Jr. E-Mail: john.giarrusso@state.ma.us Phone: 508-820-2040 Fax: MMARS Doc ID(s): CT-CDA-12GILLEPZGRANT000000 RFR/Procurement or Other ID Number: MEMA-Grant-2012-01
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>7,500.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To maintain Radiological Emergency Response Preparedness Program services in accordance with the specifications described in Attachment A and in Section 2 of this contract.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1</u> , 20 <u>11</u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>12</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>10/11/11</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Randy P. Crochier</u> Print Title: <u>Select board Chair</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Fiscal Officer</u>

ELECTRICITY AGGREGATION AGREEMENT

01 Agreement Date

This agreement made this ____ day of _____, 2011, by and between the Hampshire Council of Governments, 99 Main Street, Northampton, MA 01060 (hereinafter, the "Hampshire Council") and the Town of Gill, 325 Main Street, Gill, MA 01354 on behalf of itself and any municipal light department created or to be created by the Town (hereinafter, the "Town") as represented by the Board of Selectmen / Municipal Light Board acting for and in behalf of the Town/ Municipal Light Board who signs these, presents, in their official capacity, and incurs no liability in their individual capacity. The term of this inter-governmental agreement shall begin as of the date above and shall terminate five years as of the date of final approval by the DPU; provided the agreement shall automatically extend for an additional five years unless either party serves written notice of cancellation 90 days prior to the end of the initial term hereof. It is agreed that the responsible parties to receive any notices under this contract are:

ok by
TM vote?

Marie Guerin (413) 584-1300 Ext. 150, mguerin@hampshirecog.org for the Hampshire Council, and

for the Town, both at the addresses given above.

02 Scope of Services

The Hampshire Council agrees to provide all supplies, services, and other requirements, unless otherwise specified, necessary for the development and approval by applicable agencies of the Commonwealth of Massachusetts, of a Municipal Aggregation Plan at no cost to the Town, all in compliance with this Scope of Services and all documentation prepared by the Town and the Hampshire Council as it related to aggregating the electrical power of residents, businesses, and other customers in the Town with the goal of securing a reasonable and stable price for the supply of electricity from a competitive Provider (hereinafter the "Provider").

The Hampshire Council has analyzed the legislation approved by the Commonwealth of Massachusetts in 1997 relative to restructuring the electric utility industry and its impact to the municipal aggregation efforts of the Town. Additionally, the Hampshire Council will continue to review any subsequent amendments to the legislation and of any statutory changes pending at the Great and General Court and any regulatory changes pending at the Massachusetts Department of Public Utilities (hereafter "DPU"). The Hampshire Council will also be responsible for monitoring federal restructuring legislation for potential impacts to the aggregation plan or the Town.

03 Development of Plan

Pursuant to Section 134 of Chapter 164 of the General Laws, the Hampshire Council, in consultation with the Massachusetts Department of Energy Resources (hereafter "DOER") and DPU, will continue to develop and support the plan for review by residents of the Town, detailing the process and consequences of the aggregation of electricity. The Town agrees the Hampshire Council may modify the plan pursuant to comments by DOER, the DPU or others.

without
Town
buy-in?

The Hampshire Council will continue to prepare and submit, with the approval of the Board of Selectmen, all filings with DPU, DOER and the Inspector General. Any such plan shall provide for universal access, reliability, and equitable treatment of all classes of customers and shall meet any

requirements established by law or DPU concerning aggregated service. The Hampshire Council shall, following approval by the Board of Selectmen, file the plan with the DPU for its final review and approval, and shall include, without limitation, an organizational structure of the program, its operations, and its funding; rate setting and other costs to participants; the rights and responsibilities of program participants; and termination of the program.

04 The Hampshire Council will represent the Town before public hearings conducted, as required, by the DPU. Participation by any retail customer in a municipal or group aggregation program shall be voluntary. If such aggregated entity is not fully operational on the retail access date, any ratepayer to be automatically enrolled therein shall receive the default basic service unless affirmatively electing not to do so.

(offer by whom?)

Could this be applied to customers already using non-WMEC providers?

Within a reasonable time of the date the aggregated entity is fully operational; such ratepayer shall be transferred to the aggregated entity according to any opt-out provision. The plan shall allow any retail customer to opt-out and choose any supplier or Provider such retail customer wishes.

Once enrolled in the aggregated entity, any ratepayer choosing to opt-out within 180 days shall do so without penalty and shall be entitled to receive basic service as if he was originally enrolled therein. The plan shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to ratepayers without penalty.

05 Development of Service Plan

The Hampshire Council will identify the types of services and goals the Town will include in its contract and RFP. The Service Plan for the Town shall include an analysis of historic and projected power supply needs.

06 Implementation of Municipal Aggregation for All Customer Classes

Based on historic and projected power supply needs, the Hampshire Council will identify options for obtaining and implementing a power supply contract for all customer classes, including the option for "green" electricity under the Hampshire Green Program. This task includes: (1) identification of options for implementing the Town's Municipal Aggregation program; (2) identification of power suppliers capable of serving the Town's load.

07 Preparation and Issuance of an RFP for Supply of Power

Based on the information contained in the Service Plan, the Hampshire Council shall develop a Request for Proposals ("RFP") for power supply (including ancillary services).

08 Negotiations for Power Supply Contract

The Hampshire Council shall provide all technical and legal services during the negotiations and terms of any contracts and subsequent contracts with prospective power suppliers. The maximum allowable assignment of any "change in the law impact" on the supplier shall not exceed the first \$.004 / kWh without written approval of the Board of Selectmen. No contract negotiated shall allow the pass through of any additional cost for the impact of Locational congestion charges or Locational capacity charges without written approval of the Board of Selectmen. The parties agree Hampshire Council may opt to act as a Supplier or Broker.

09 Billing

Any negotiation may include a requirement that billing for the Provider shall be included in the electric bill from Western Massachusetts Electric Company (the "local distributor"), its successors and assigns. Nothing herein shall preclude the Town from having consultants review the terms and conditions of any negotiated contract.

10 RFP Process

Following approval by the DPU of the aggregation plan and completion of other approvals required by statute, the DPU or the DOER, the Hampshire Council shall set a date and time for the receipt of prices and the length of any agreements from Providers. After approval of the price and term of the agreement by the Hampshire Council, the Hampshire Council shall take all measures necessary to effectuate the transfer of customer data from the local distributor to the new Provider.

11 Public Education

The Hampshire Council shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Board of Selectmen, including meetings with representatives from the media.

12 Legal Assistance

The Hampshire Council shall prepare all required filings for the DOER, the DPU, and the Inspector General.

13 Oversight of Project

The Hampshire Council will provide technical oversight of the Aggregation including:

1. Monitoring and reporting on compliance with all contract terms and conditions;
2. Resolution of contract issues;
3. Implementation of the "opt-out" process for customers;
4. Participation in negotiations with the distribution company serving the Town as it relates to the implementation of the Aggregation Plan;
5. Preparation of reports on the Aggregation Plan, as directed;
6. Communication with ratepayers on behalf of Town as necessary.

14 Schedule

Both parties agree that because approvals by state agencies are required, it is impossible to lay out the exact amount of time each event will take. The Hampshire Council will strive to complete the process within a reasonable time.

15 Maintenance of Effort

The Hampshire Council shall, after a contract is executed with a Provider, ensure compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the municipal aggregation.

16 Summary of Responsibilities

The Hampshire Council shall, if not hereinbefore required:

- a) Analyze the electrical load data for all consumers of electricity in the Town; and,
- b) Prepare the Request for Proposals for a competitive Provider of electricity; and,
- c) Prepare and implement a public education plan and consumer outreach program; and,
- d) Prepare and submit all filings with the DPU, DOER and the Inspector General; and,

- e) Prepare and negotiate agreements with competitive Providers on terms favorable to the Town; and,
- f) Solicit bids from qualified competitive Providers who are willing to provide electrical power under the terms and conditions agreeable to the Council; and,
- g) Monitor all aspects of the aggregation plan and any resulting contractual agreements; and,
- h) Continually analyze the development of market and regulatory issues, advising the Town on any proposed changes in law or regulation, including those offered by ISO New England and any pending at the Federal Energy Regulatory Commission ("FERC"); and,
- i) Represent the Town in all issues related to municipal aggregation for the life of the agreement; and,
- j) File any resulting contract with the DPU, DOER and the Inspector General within 15 days of the date of the contract.

17 No Cost to the Town

The Town agrees the Hampshire Council, if an aggregation plan is approved and a successful agreement with a competitive supplier of electricity is consummated, will receive a maximum of \$0.002 per kWh of electricity from the Provider for the duration of any said successful agreement. Any payments shall be paid directly to the Hampshire Council by the Provider under the terms and conditions of a contract between the Hampshire Council and the Provider and shall constitute the total enumeration for all services and expenses incurred by the Hampshire Council to complete the terms of this Agreement. The Hampshire Council and the Town agree and understand that the Town is not responsible for the payment of any costs, expenses or expenditures except as required to advertise public hearings conducted by municipal officials. The costs of advertising, educational seminars conducted by the Hampshire Council, as well as all other costs such as transportation, printing and all others that are not related to official public hearings, shall be borne by the Hampshire Council.

18 Amendments

It is further agreed by the Town and Hampshire Council that all amendments to this contract shall be in writing the parties hereto.

19 Termination for Errors

If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Hampshire Council or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this contract shall become null and void.

20 Termination, Other

This contract may be terminated without notice by the Town at any time prior to the approval of the Municipal Aggregation Plan by the DPU. The contract will be terminated if the Hampshire Council is unable to implement an aggregation plan within 24 months of DPU approval.

21 Assignment Prohibited

It is further agreed by the Hampshire Council that it will not be permitted to assign or underlet the contract, not assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Board of Selectmen.

22 Entire Agreement Clause

It is further agreed by the Town and Hampshire Council that this contract and its attachments constitute the entire agreement between the Town and the Hampshire Council, and no other binding agreements exist, relating to Municipal Aggregation of Electricity.

23 Severability

And it is further agreed by the Hampshire Council and the Town that the provisions of this contract are severable, and if any of these provisions shall be held invalid by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions.

24 Agreement

Now, therefore, this Contract Agreement witnesseth that the Hampshire Council does hereby covenant and agree with the Town that the Hampshire Council will faithfully perform all the work or services, and deliver all deliverables or reports required under the terms and conditions of this agreement, including those attached hereto and incorporated herein.

25 Duration of Contract

It is agreed the duration of this contract shall be five years from the date first written above, with extensions and renewals granted by the Town for additional incremental periods to a total of ten years from said date first written above.

Seems to imply that an extension must be granted

already covered in PP 01.

In Witness Whereof, the parties execute this agreement by their duly authorized officers.

TOWN OF GILL

HAMPSHIRE COUNCIL

BY: _____

William R. Barnett
BY: William R. Barnett,
Chairman of Executive Committee

FRANKLIN COUNTY
REGIONAL EMERGENCY PLANNING COMMITTEE
WORKING TOGETHER FOR PUBLIC SAFETY



October 3, 2011

Gill Select Board
Gill Town Hall
325 Main Road
Gill, MA 01376

Dear Select Board,

With the help of the REPC Planning Subcommittee, I have taken on the task of writing a disaster recovery plan for Franklin County towns. This work began months ago, but its need has been highlighted by the tornados in Springfield, the earthquake that shook the northeast, and Tropical Storm Irene here in Franklin County.

A phase of emergency preparedness planning often overlooked is that of recovery. This phase is usually the longest in duration and the most costly. Recovery planning assists communities in deciding, before a disaster happens, what financial, organizational, and human resources will need to be addressed both short-term and long-term as they recover from a disaster.

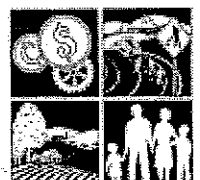
A disaster recovery plan differs from a continuity of operations plan (COOP). A COOP addresses how a *business or government entity* will keep operating *during* a disaster. A disaster recovery plan addresses how *the entire community* will recover *after* a disaster. Recovery could take several years, as seen in New Orleans after Hurricane Katrina. A disaster recovery plan asks and answers questions such as:

- What key facilities need to be repaired or restored for short-term functioning of the community (perhaps the sewage treatment plant, for example)?
- What long-term mitigation strategies should be considered (such as whether it makes sense to rebuild in the flood zone)?
- What historically significant structures need to be repaired/restored no matter what the cost?
- How will you provide temporary and long-term housing for displaced residents?
- How will you help local businesses get back up and running so your residents continue to have jobs while they try to put their lives back together and so those businesses will survive the impact of the disaster and remain in business?
- What state and federal assistance is available under different scenarios, both for the community and its residents?
- How will you assist those who fall between the cracks and don't qualify for any (or enough) assistance?
- How can you make the community financially attractive in order to gain investment capital needed to reconstruct buildings and restore business activities and housing?

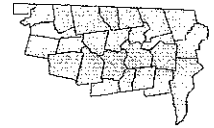
FRANKLIN REGIONAL
COUNCIL OF GOVERNMENTS

425 Main Street, Greenfield, Massachusetts 01301

Telephone 413-774-3167 Fax 413-774-3169 www.frcog.org



FRANKLIN COUNTY
REGIONAL EMERGENCY PLANNING COMMITTEE
WORKING TOGETHER FOR PUBLIC SAFETY



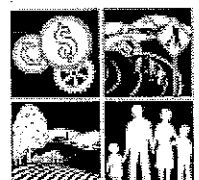
Some chapters of the plan will be regional in scope, some will be written at the town-level. The plan could become an annex to your comprehensive emergency management plan (CEMP). It is my intent to do the work for you, not to add a burden to your workload, but I will need your assistance in making decisions about the local sections and how they pertain to your town.

I will call upon you all in the coming weeks to ask if you are interested in having such a plan developed for your town and, if so, when I could visit with you and others to get the information I need to fill in the local pieces. Until then, please find enclosed a list of questions for you to consider before I arrive.

Sincerely,

Tracy Rogers
Regional Preparedness Program Manager
Franklin Regional Council of Governments

cc: Emergency Management Director
Town Administrator





Commonwealth of Massachusetts
Office of the Sheriff
FRANKLIN COUNTY

CHRISTOPHER J. DONELAN
SHERIFF

DAVID A. LANOIE
SUPERINTENDENT/SPECIAL SHERIFF

October 5, 2011

Dear Town of Gill Selectboard:

As you are likely aware, the Franklin County Sheriff's Office is working to establish a regional dog control program for communities in Franklin County. The goal of this program is to provide a professional and efficient dog control service and regional kennel, reducing the burden on towns while improving services to residents and dogs. The program is not meant to be a substitute for towns which currently have an animal control or dog officer, but to add value by providing a regional facility and the services of a program manager who will, among other duties, work with local dog and animal control officers, care for the dogs at the kennel, recruit volunteers, conduct community outreach, place dogs needing adoption, seek grants, and solicit food and other materials.

Town officials throughout Franklin County, including many town administrators, police chiefs, and Selectboard members, have expressed their desire to improve the current dog control situation within their towns. Many communities currently rely on their police force to pick up and transport stray dogs, and while we can appreciate their commitment to animal control, many have indicated their desire to focus their talents on more pressing issues. Other towns have indicated they are simply no longer able to provide dog control services. The Franklin County Sheriff's Office is working to alleviate these issues through their dog control program.

An Animal Control Task Force is guiding the development of the program. The Task Force, formed last year, is composed of Franklin County selectmen, animal control officers, town administrators, police chiefs, the Franklin County Sheriff's Office, Better Than Dead Animal Rescue, and the Franklin Regional Council of Governments. Recent work by the Task Force includes working with the Town of Montague to establish the dog kennel in Turners Falls to serve as the regional kennel, developing a memorandum of agreement to be signed by Select Boards interested in the Dog Control Program, and determining an appropriate fee system. In the upcoming months the Sheriff's Office will begin work on repairing and refitting the kennel to function as a regional facility.

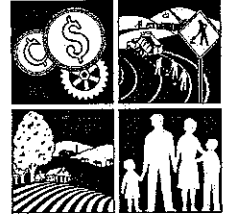
We believe this to be a worthwhile and extremely beneficial program for all communities, and we hope you will consider being a part of this program. The next meeting is scheduled for October 18th at 5 PM in the Training Room of the Franklin County Sheriff's Office. We hope to see you there!

Chris Donelan
Sheriff, Franklin County

Ted Harvey
Regional Project Planner, FRCOG



Franklin County Regional Dog Control Program



Proposed Regional Dog Control Program Description & Frequently Asked Questions

Massachusetts law (MGL Ch. 40, Sections 136A-175) requires the Mayor or Select Board to designate one or more dog officers for their town. The law also requires that the Mayor or Select Board, chief of police, or a dog officer, may inspect or cause to be inspected any licensed kennel and if, in the judgment of the inspector, the same is not being maintained in a sanitary and humane manner, or if records are not properly kept as required by law, the county commissioners shall by order revoke or suspend and, in the case of suspension, may reinstate such license.

Providing these mandated stipulations often proves difficult for many Franklin County towns. Currently, stray dogs across the county are housed in a number of different ways. Many towns are able only to provide poorly insulated and unheated kennels or no kennels at all. Police officers untrained as dog officers are often required to respond to complaints about strays, and expensive cruisers are forced into service to transport dogs. Often it falls to the town administrator or a select board member to take the dog in until the owner is found or they can get the dog to a rescues shelter.

To address these concerns, a Franklin County Animal Control Task Force has been working to establish a regional dog control program for communities within the County. The goal of this program is to provide a professional and efficient dog control service and regional kennel, reducing the burden on towns while improving services to residents and dogs. Below, please find a list of Frequently Asked Questions and contact information.

Contact:

Chris Donelan, Sheriff
Franklin County Sheriff's Office
(413) 774-4014; ext. 2161

Ted Harvey, Regional Project Planner
Franklin Regional Council of Governments
413-774-3167; ext. 107
harvey@frcog.org

FAQs

1. Who is involved in this project?

- Franklin County Sheriff's Office
- Franklin Regional Council of Governments
- Better Than Dead Animal Rescue
- Towns Having Sent a Representative to At Least One Task Force Meeting: Ashfield, Bernardston, Buckland, Colrain, Deerfield, Erving, Greenfield, Gill, Heath, Montague, Northfield, Orange, Shelburne

2. What are the major goals of the program?

Provide and maintain a regional kennel (to be located at the current Turners Kennel in Montague); provide a regional dog officer to run the kennel, pick up dogs during a set weekly schedule, and work with local dog and animal control officers.

2. If my town already has a dog officer, will this program replace our officer?

No. This program is not meant to replace current dog officers, but act as support for towns with or without dog or animal control officers. The program is also meant to add value to dog control in Franklin County by providing a regional facility and the services of a program manager. The program will provide dog pickup and kenneling only during a set weekly schedule that will not be 24/7. The program will not deal with other domestic animals or wild animals. The Sheriff is not funding 24/7 coverage and will not get involved in anything other than picking up strays, such as barking dogs, dangerous dogs and handling dog hearings. Towns will still need a primary dog officer to handle other dog or animal control officer duties including handling barking dogs or dangerous dogs, and handling dog hearings, plus picking up strays on nights and weekends.

2. What will this service cost our town?

Each town involved in this program will be assessed a small initial base assessment based on population to cover basic expenses of the program. Fees paid by dog owners for dogs collected by the Sheriff's Office will be retained by the Sheriff's Office. It is hoped that over time fees collected will cover a large percentage of the cost of the program.

3. Will the Sheriffs staff be trained ACOs?

Yes. The program manager will be a trained ACO who will, among other duties, work with local dog and animal control officers, care for the dogs at the kennel, recruit volunteers, conduct community outreach, place dogs needing adoption, seek grants, and solicit food and other material donations.

4. How will prisoners be involved?

Minimum security prisoners will help fix and clean up the current kennel, and will continue to provide on-going cleanup support, as well as assist in walking, feeding and generally taking care of the dogs.

5. How will people pay to get their dogs out of the kennel?

Dog owners, who wish to retrieve their dogs from the kennel, will be required to pay a fee to the kennel. Fees will be paid at the kennel either by credit or debit card or personal check. Cash will not be accepted.

6. Will dogs be euthanized if they cannot find a home?

The kennel will make every attempt to find abandoned dogs a good home. Every option will be thoroughly explored and every effort will be taken to find a dog a good home. Any dog for which the manager is unable to find a home after the legally-required 10 day waiting period has the possibility of being euthanized. However, euthanasia will be explored only after all other possible options are found to be unacceptable or unattainable.

7. How will people from our town know where to go to get their dogs?

Directions, contact information, and hours for the kennel will be posted on the Sheriff's website. We will also ask that any towns participating in this program include a link from the town website to the Sheriff's webpage, as well as post the information in town where it can be accessed 24/7 by people without computers. The FRCOG will also include a link to the Sheriff's webpage from <http://www.frcog.org>.