

# TOWN OF GILL

MASSACHUSETTS



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

## SELECTBOARD MEETING MINUTES

*March 12, 2012*

Call to Order: The Selectboard meeting was called to order at 4:38pm.

Present: Randy Crochier, Ann Banash (remote) and John Ward, Selectboard members; Ray Purington, Admin. Assistant. Others Present: Mick LaClaire, Tom Walker, Don Fish, Chris Curtis, David Detmold, Rick James.

Randy stated that he received a request from Ann Banash to participate remotely in tonight's meeting for reasons of geographic distance (Florida). It was noted that a meeting with a remote participant must use roll call for all votes.

Shared Mower Agreement with WMECO: Mick LaClaire and Tom Walker, Gill and Northfield Highway Superintendents, respectively, explained a shared roadside mower agreement between WMECO and the Towns of Erving, Gill, Greenfield, and Northfield. It is the same agreement that Gill has been involved in several times, although with a different group of towns. Because the 5-year agreement is funded through a gift from WMECO, Town Meeting approval is not required. Northfield is the lead town and will get ownership of the mower at the end of the agreement. Ann made a motion, seconded by John, to authorize Randy as Chair to sign the agreement. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. Later in the meeting the agreement was signed. Mick LaClaire and Tom Walker left the meeting at 4:43pm.

Pole Hearing: Don Fish of Western Mass Electric Company (WMECO) presented a request to place along Bascom Road a utility pole jointly owned by WMECO and Verizon. No abutters or residents were present to speak for or against the placement, although Ray had heard from Mick LaClaire and the landowners that they are comfortable with the location. A list of double poles was presented to WMECO, and the Board explained its concern with a double pole located on Main Road just south of the first entrance to NMH. The pole is dangerously close to the edge of the pavement, and Town snowplows must swerve to avoid hitting it. Don Fish explained that WMECO is working to schedule Verizon and Comcast to move their wires in the next couple of weeks, and then the pole will be removed.

It was pointed out that all of the poles along Main Road marked with a white "X" will soon become double poles, as they will be upgraded ahead of the Mass Broadband project to run fiber optic cable the entire length of Main Road. John made a motion, seconded by Ann, to approve the request for the new pole along Bascom Road, contingent upon removal of the dangerous pole near NMH and WMECO providing the Town with a timeline for removal of the other double poles. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. Don Fish left the meeting.

Review of Minutes: Ann made a motion, seconded by John, to approve the minutes from 2/27. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

PSC Boiler: The contract with Tognarelli will be signed next week once the payment bond and necessary insurances are in place.

Sewer Pump Station: The contractor, R.H. White, was on site today to install a replacement for a faulty valve. They found a mop head was tangled up in the valve! Once the tangle was removed, the valve showed no signs of damage and was reinstalled. While on site, the contractor adjusted the high and low limits for the wet well, to correct an issue with the pumps getting air bound unless the knife valves were kept partially closed. Both fixes appear to be functioning properly.

Siemens Project: Siemens has provided new pricing for connecting the boiler/EMS alarms into the Elementary School's security alarm panel - \$1,134.24 if we run the wire ourselves. The Town and District will share the cost,

including District labor to run the wire, cost of the wire, and alarm company labor. The Board had previously approved this expense from the Building Maintenance account, as it is separate from the energy performance contract.

Gill Elementary Water: A draft of the public notification for the missed lead, copper, and arsenic tests was reviewed. Once Safewaters provides some information, the notice will be posted at the school and distributed in the school's newsletter. The Board also considered a quotation from Lynde Well Drilling for the replacement of the three water storage tanks at the school. The tanks are functioning properly, but were manufactured in 1996, so are reaching the end phase of their expected life. It has also been suggested that throughout all the efforts to correct the odor/taste problem with the water, the tanks have never been changed. It is unknown whether this style of tank contains a sacrificial anode, and if so, if that might be a cause of the odor. Ray will contact Mass Rural Water Association and ask for their assistance in identifying the cause of the odor. If replacement of the water tanks is recommended, this year's or next's Building Maintenance account could fund the \$5,100 project.

Roof Study: Ray reported that the Town received the MIIA grant that will pay the \$2,800 cost for the architect to do the roof study. The project will get started in the next couple of weeks, and the leaky Town Hall roof will be the first to get evaluated.

Mass Broadband: A crew will be at the Town Hall and the Library on 3/16 to install some of the equipment associated with the broadband fiber optic cable that is being run as part of the Mass Broadband initiative.

New FCCIP Formula: There will be a new assessment formula for the Franklin County Cooperative Inspection Program beginning in FY13. The simplified formula has the Program keeping all permit fees, and towns are assessed the portion of the budget not covered by the fees, typically around \$80,000. For Gill, next year's assessment will be \$6,500.

CIPC Resignation: John made a motion, seconded by Ann, to accept with regret Jason Edson's resignation from the Capital Improvement Planning Committee. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. Ray will send a letter thanking Jason for his service. Notice of the vacancy will be posted on the website and in the next issue of the newsletter.

Warrant Articles for Annual Town Meeting: Ray recommended April 9<sup>th</sup> as the deadline for residents to submit warrant articles for the May 7<sup>th</sup> town meeting. A memo will be sent to all boards and committees alerting them to the deadline.

Tornado Mutual Aid Reimbursement: Ann made a motion, seconded by John, to authorize Randy as Chair to sign a \$766.95 grant contract with MEMA for reimbursement of the Gill Fire Department's expenses while providing mutual aid after the June 1, 2011 tornado. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. It was noted that the money will need to close to Free Cash before it can be appropriated.

Police Chief's Contract: The Board discussed the renewal of the Police Chief's contract, which expires on June 30, 2012. Without any action by the Town or the Chief, the current contract automatically renews for an additional year. Members of the Board stated that while there are no issues with job performance, they "owe it to the Town" to at least look at the contract. John made a motion, seconded by Ann, to have Ray provide the Chief with written notice of the Selectboard's intent to renegotiate the contract. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. An executive session will be held on 3/19 to discuss negotiation strategy.

FY13 FRCOG Diesel Bid: The Town will again participate in the FRCOG's cooperative bid for diesel fuel. The contracted gallons for FY13 will be the same as FY12 – 6,500. Ray will complete and submit the paperwork.

Seasonal Liquor License: John made a motion, seconded by Ann, to renew the seasonal liquor license for the Turners Falls Schuetzen Verein Athletic Association. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative, and the renewal paperwork was signed.

Aegis Engineering Report – Earthquake Damage: The Board reviewed a report that was recently received from the GMRSD Superintendent regarding the District's insurance claim for damages at Gill Elementary resulting from the August 23, 2011 earthquake. Aegis Engineering Services is the engineering consultant hired by the District's insurer. Aegis concluded that the tremors felt in the Western Massachusetts area were too weak to cause structural damage, and that the observed cracks in the floors and walls were likely just overdue maintenance, and cited the presence of wax or paint in some of the cracks as proof of a pre-existing condition. Ray will follow up with the Superintendent to get more information and assess the possibility of appealing the claim denial.

Sewer Commitment: John made a motion, seconded by Ann, to sign the sewer commitment of \$11,669.96 with a bill date of 3/13/12. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative, and the commitment was signed.

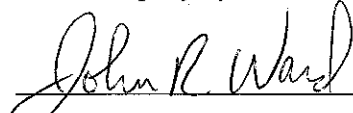
Executive Session: John made a motion, seconded by Ann, to go into Executive Session for the purpose of discussing strategy with respect to litigation, i.e. an application for a temporary restraining order in which the Town is named, in that an open meeting may have a detrimental effect on the litigating position of the public body. It was explained that the application was filed by Kevin Chickering and names Lawrence Krejmas and the Town as defendants. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. It was announced that the Board will reconvene in open session afterwards. The Board left for the executive session at 5:42pm. Rick James, David Detmold, and Chris Curtis left the meeting.

The Board returned from the executive session at 6:12pm. Ann left the meeting.

Warrant: Randy's son Michael, a Gill firefighter, appears on the payroll warrant for this week. Due to the conflict of interest, Randy would normally abstain from signing the warrant. However, since two signatures are required to approve the warrant, the Board invoked the Rule of Necessity, which permitted Randy's participation and allowed the Board to act upon the warrant. The Board reviewed and signed FY 2012 warrant #19.

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

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

  
\_\_\_\_\_  
John R. Ward, Acting Selectboard Clerk



**Western Massachusetts  
Electric**

One Federal Street, Building 111-4

Western Massachusetts Electric Company  
P.O. Box 2010  
West Springfield, MA 01090-2010  
(413) 787-9303  
Fax (413) 787-9363

The Northeast Utilities System

March 6, 2012

Northfield  
Department of Public Works  
Attn: Tom Walker  
Town Hall  
69 Main St.  
Northfield, MA

RE: Municipal Brush Control Program

Dear Mr. Walker

Western Massachusetts Electric Company ("WMECO") and the towns of Erving, Gill, Greenfield, Massachusetts (the "area towns") have discussed an arrangement by which WMECO will assist the efforts of the area towns to cut brush along the public streets in said towns. WMECO and the area towns recognize that from time to time it is necessary to cut brush along these public roads, to maintain a safe and visually acceptable roadway and to prevent the potential contact of brush with WMECO's electric distribution lines. These WMECO lines are specified in paragraph 1, below. In support of the area towns, WMECO is willing to make an annual contribution for a brush control program in the amount of twenty six thousand one hundred seventy two dollars and twenty-six cents (\$25,830.32) on the following terms and conditions:

1. The Town of Northfield shall lease or otherwise obtain a brush mower (the "equipment") suitable for cutting and trimming brush and other vegetation along the town maintained roads of the area towns. The equipment shall be made available by the Town of Northfield to each of the area towns at least once a year. Each area town shall cut brush around and beneath all WMECO lines annually. The equipment may also be used to cut brush along portions of town maintained roads where there are no WMECO lines. Maps showing the location of existing WMECO lines in the area towns are available upon request from the WMECO Arborist (Calvin Layton). Attached as Exhibit 1 are specifications of the miles of pole lines located in each town. WMECO will update this information as necessary. Brush located beneath the WMECO lines shall be cut to WMECO specifications, which is attached as Exhibit 2.
2. The area towns shall make a good faith effort to cut all brush within reach of the equipment per the WMECO specifications (Exhibit 2). If brush is out of reach of the mower (i.e. on top of an outcropping/ledge, too far off road), it need not be (hand) cut by the town.

-continued-

3. The Town of Northfield shall notify Calvin Layton of WMECO of the proposed usage schedule of the equipment in the area towns. Each town shall notify Calvin Layton (telephone 413-787-1001) when the mower is leaving their town and moving to another.
4. On or about May 1<sup>st</sup>, WMECO will make an annual contribution (gift) of \$25,830.32 to the Town of Northfield in support of this brush control program for a period of five (5) years. WMECO's agreement to make this annual contribution is conditioned upon the performance of each of the area towns in accordance with the terms and conditions of this letter. WMECO may, at its option, cancel this agreement upon sixty (60) days written notice to the Town of Northfield and cease annual contributions if any one or more of the area towns fail(s) to cut or trim brush beneath the WMECO lines as provided herein and fail(s) to cure said non-performance within said sixty (60) day period. In the case of non-performance, the area towns agree that any portion of WMECO's \$25,830.32 contribution for the current year which can be recouped from the leasing company will be returned to WMECO.

In addition, WMECO shall also have the right to cancel this agreement for reasons other than non-performance, as long as WMECO provides 60 days written notice to the said area towns and reimburses the Town of Northfield for any charges incurred to terminate the equipment lease.

5. Except as provided in paragraph 4, above, WMECO shall not be responsible for any costs associated with the equipment, including but not limited to lease payments, maintenance costs and/or insurance. In addition, the equipment shall be used at the sole risk of the area towns, and WMECO shall not incur any liability in connection with the use thereof.
6. Additional municipalities may be added to this agreement at the option of the parties as long as the addition is agreed to in writing by all municipalities participating in the program and WMECO, and provided said additional municipalities agree to and are bound by the terms herein.

Please indicate your acceptance of these terms and conditions, and the acceptance by the other area towns, by executing a copy of this letter and returning it to the undersigned. This agreement will become effective upon WMECO's receipt of this letter executed by all the parties listed below, but will not begin before March 6, 2012.

-continued-

**WESTERN MASSACHUSETTS ELECTRIC COMPANY**

By: \_\_\_\_\_

*Its Director of Asset Management*

**Agreed and accepted by:**

**Town of Northfield (lead town)**

By \_\_\_\_\_

Its \_\_\_\_\_

Print \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Town of Erving**

By \_\_\_\_\_

Its \_\_\_\_\_

Print \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

~~Town of Gill~~

By 

Its Chair, Select board

Print Randy Crochier

Address 325 Main Rd

Gill, MA 01354

Date: 3/12/12

**Town of Greenfield**

By \_\_\_\_\_

Its \_\_\_\_\_

Print \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1

### ***Miles of Pole Line by Town***

Town                      approximate pole line miles, roadside

Gill	36
Erving	10
Northfield	63
Greenfield	100
	209

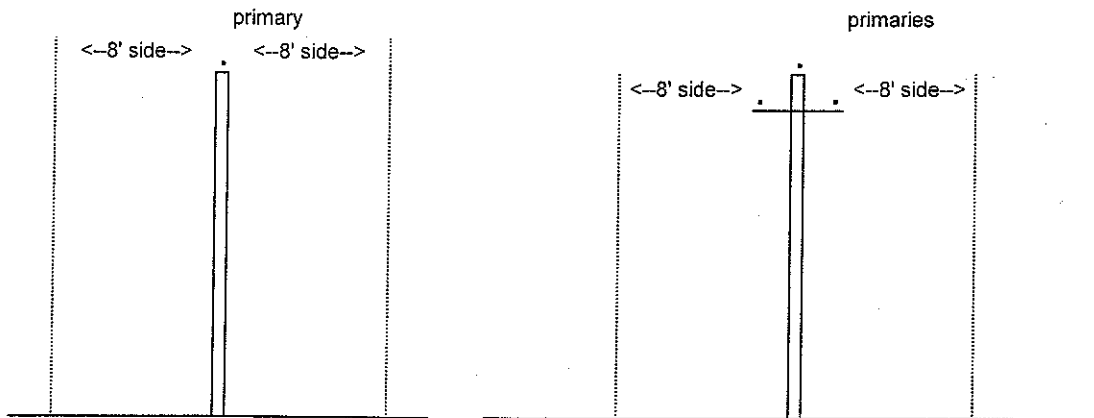
## Exhibit 2

### ***Brush Specifications***

The width of the brush removal area shall be 8 feet each side of the outermost conductor.

All tree stems less than or equal to 4 inches DBH (diameter breast height) shall be considered brush. Brush shall not be trimmed, but rather cut at or near ground level.

**horizontal brush clearance zones for single and three phase primary conductors:**



Town

## ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Board of Selectmen of the Town of **Gill**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED:

that the WESTERN MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated the 27th day of January 2012.

All construction under this order shall be in accordance with the following conditions: Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **6F220049** filed with and made a part of said petition. There may be attached to said poles by said WESTERN MASSACHUSETTS ELECTRIC COMPANY not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

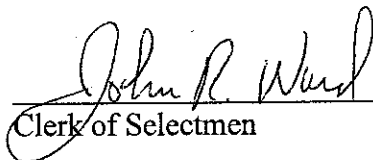
The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

**Bascom Road:** Place one (1) jointly owned pole, numbered 4/16, Verizon pole 11, on the Southerly side of the road approximately three thousand eight hundred sixty one feet (3861') going southwesterly from the centerline of Hoe Shop Road.


**Reason:** To provide electric and telephone service to Brian Donahue. Verizon needs pole to feed from Greenfield.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

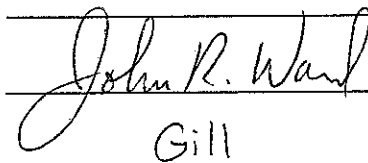
I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Gill**, Massachusetts held on the 12<sup>th</sup> day of March, 2012.

  
Clerk of Selectmen

We hereby certify that on March 12, 2012, at 4:30 o'clock PM, at the Gill Town Hall a public hearing was held on the petition of the WESTERN MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.



Selectmen of the Town of

  
Gill

Massachusetts.

#### CERTIFICATE

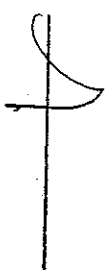
I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of **Gill**, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and recorded with the records of location orders of said town, Book \_\_\_\_\_, Page \_\_\_\_\_. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk

WESTERN MASSACHUSETTS ELECTRIC COMPANY	TOWN GILL
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	STREET BASCOM RD

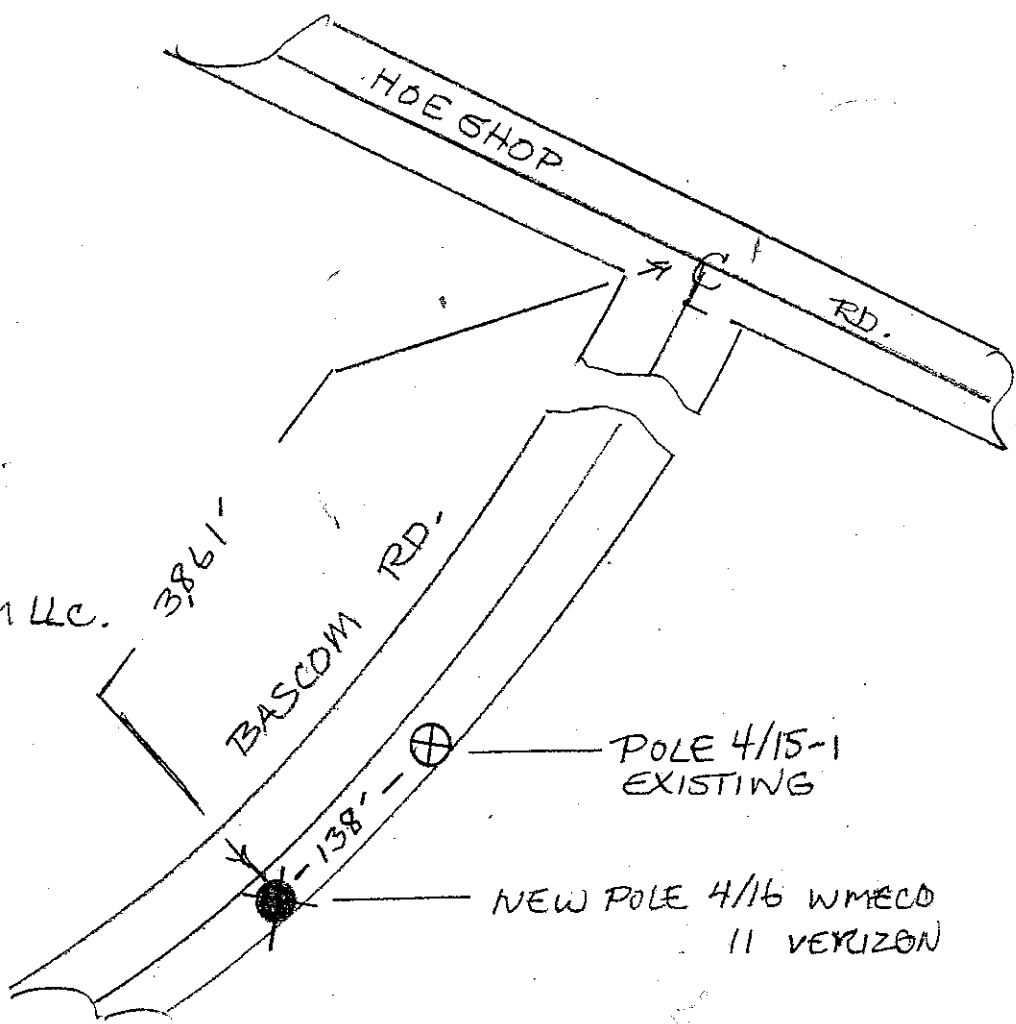
OP84 REV. 2-92



ABUTTERS:

BRIAN DONAHUE  
125 HIGHLAND ST.  
WESTON, MA.  
02493

BACOM HOLLOW FARM LLC.  
P.O. BOX 211  
WESTON, MA.  
02493



PURPOSE AND DESCRIPTION:

TO PROVIDE ELECTRIC AND  
TELEPHONE TO BRIAN DONAHUE  
VERIZON NEEDS POLE TO FEED  
FROM GREENFIELD

LEGEND

- |  |                           |           |
|--|---------------------------|-----------|
| ⊗ PROPOSED JOINT POLE                      | Ⓜ HANDHOLE                | □ MANHOLE |
| ● PROPOSED W.M.E.CO. POLE                  | ■ PAD MOUNT TRANSFORMER   | ⬡ HEXHOLE |
| ⊗ EXISTING JOINT POLE                      | ==== UG. CONDUIT          |           |
| ○ EXISTING W.M.E.CO. POLE                  | — P — UG. PRIMARY CABLE   |           |
| ⊗ EXISTING W.M.E.CO. POLE TO BE MADE JOINT | — S — UG. SECONDARY CABLE |           |
| ⊗ EXISTING FOREIGN POLE TO BE MADE JOINT   |                           |           |

DRAWN BY DON FISH	W.O.# 1857792	DISTANCES ARE APPROXIMATE NTS 3861'	PETITION NO.
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6F220049  
REO

# TOWN OF GILL

MASSACHUSETTS



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

Town of Gill  
WMECO/Verizon Pole Hearing  
March 12, 2012

Main Road -- WMECO pole number 27 / Verizon pole number 57

Main Road -- WMECO pole number 23/28

Main Road -- WMECO pole number 23/75

Main Road -- WMECO pole number 87M, Verizon pole number 112

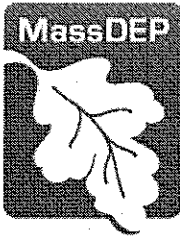
Main Road -- WMECO pole number 127, Verizon pole number 568A/150

\*\* Main Road -- WMECO pole number 143, Verizon pole number 166  
(TOP PRIORITY -- pole is dangerously close to edge of road)

West Gill Road -- WMECO pole number 70/61M

Center Road -- WMECO pole number 11/30

Riverview Drive -- WMECO pole number 13



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

RICHARD K. SULLIVAN JR.  
Secretary

KENNETH L. KIMMELL  
Commissioner

February 27, 2012

Ray Purington, Administrative Assistant  
Gill Select Board  
325 Main Road  
Gill, MA 01354-9758

Re: Gill  
Gill Elementary School  
PWS ID# 1106004  
NON-WE-12-5D013

### NOTICE OF NONCOMPLIANCE

**THIS IS AN IMPORTANT NOTICE. FAILURE TO TAKE ADEQUATE ACTION IN RESPONSE TO THIS NOTICE COULD RESULT IN SERIOUS LEGAL CONSEQUENCES.**

The Department of Environmental Protection (the "Department") has determined that the Gill Elementary School failed to monitor for Arsenic during the fourth quarter of 2011, constituting a violation of 310 CMR 22.00. This violation indicates that Gill Elementary School was not in compliance with one or more laws, regulations, orders, licenses, permits, or approvals enforced by the Department.

Attached hereto is a written description of (1) each activity referred to above (2) the requirements violated, (3) the action the Department now wants you to take, and (4) the deadline for taking such action.

If you fail to take any action the Department now wants you to take by the prescribed deadline, or if you otherwise fail to remain in compliance in the future with requirements applicable to you, you could be subject to legal action, including, but not limited to, criminal prosecution, court-imposed civil penalties, or civil administrative penalties assessed by the Department. A Civil Administrative Penalty may be assessed for every day from now on that you are in noncompliance with the requirements referred to above.

If there are any questions regarding this matter please contact Douglas Paine at (413) 755-2281.

Respectfully,

Deirdre Cabral  
Drinking Water/Municipal Services Chief  
Bureau of Resource Protection

W:\BRPWS\Enforcement & Compliance\NON\Gill Elementary School 01-12 4<sup>th</sup> Q Arsenic  
Y:\DWPArchive\WERO\Gill-1106004-Enforcement-2012-02-27

cc: Gill Board of Health  
Gill-Montague School District  
Bill Barton

**NOTICE OF NONCOMPLIANCE**  
**NONCOMPLIANCE SUMMARY**

**NAME OF ENTITY IN NONCOMPLIANCE:** Gill Elementary School

**LOCATION WHERE NONCOMPLIANCE OCCURRED OR WAS OBSERVED:** Gill, Massachusetts

**DATE WHEN NONCOMPLIANCE OCCURRED OR WAS OBSERVED:** Fourth Quarter 2011

**DESCRIPTION OF NONCOMPLIANCE:**

The Gill Elementary School failed to monitor for Arsenic during the fourth quarter 2011, in violation of Massachusetts Drinking Water Regulations 310 CMR 22.15(2).

**DESCRIPTION OF THE REQUIREMENT(S) NOT COMPLIED WITH:**

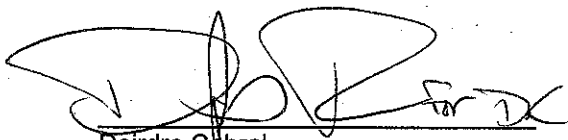
Massachusetts Drinking Water Regulation 310 CMR 22.15(2) states in part "...the supplier of water shall report to the Department the results of every test, measurement or analysis the supplier of water is required by 310 CMR 22.15 to make within ... the first ten days following the end of the required monitoring period as stipulated by the Department, whichever of these is shorter."

**DESCRIPTION OF THE ACTION TO BE TAKEN NOW, AND THE DEADLINE FOR TAKING SUCH ACTION:**

Within 12-months provide public notification as required within 310 CMR 22.16(1)(a)(c). Contact Sue Steenstrup of this office for specific instructions for the public notification. Sue may be reached at (413) 755-2264.

If you have any questions or wish to meet to discuss this matter, please contact Douglas Paine at (413) 755-2281.

DATE: 2/27/12

  
Deirdre Cabral  
Drinking Water/Municipal Services Chief  
Bureau of Resource Protection

# GILL ELEMENTARY SCHOOL

## DRINKING WATER NOTICE

### Monitoring requirements not met for the Gill Elementary School

We violated a drinking water standard. Even though this was not an emergency, as our customers, you have a right to know what happened and what we are doing to correct this situation.

*We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During 2010 and the first half of 2011, we did not monitor for lead and copper and, therefore, cannot be sure of the lead and copper levels of our drinking water during that time. Also, during the fourth quarter of 2011, we did not monitor for arsenic and, therefore, cannot be sure of the arsenic level of our drinking water during that time.*

#### What This Means

**There is nothing you need to do at this time.** The table below lists the contaminants we did not properly test for, how often we are supposed to sample for them, how many samples we are supposed to take, how many samples we took, when samples should have been taken, and the date on which follow-up samples were taken.

Contaminant	Required sampling frequency	Number of samples taken	When all samples should have been taken	When samples were taken
Lead and Copper	10 samples Twice Per Year	0	2 <sup>nd</sup> and 4 <sup>th</sup> Quarters of 2010	12-28-11
Lead and Copper	10 samples Twice Per Year	5	2 <sup>nd</sup> Quarter 2011 (Apr. 1-Jun. 30)	4 <sup>th</sup> Quarter 2011 (12-28-11)
Arsenic	Quarterly	0	4 <sup>th</sup> Quarter 2011 (Oct.-1-Dec.-31)	1 <sup>st</sup> Quarter 2012 (2-13-12)

#### Steps We Are Taking

The Gill Elementary School contracts its water quality testing out to Safewaters Environmental. Due to an error on Safewaters' part, not all of the required samples were taken. Safewaters has reviewed and updated the sampling schedule for the school to ensure that all required samples will be collected in the future. Lead and copper samples collected on December 28, 2011 and arsenic samples collected on February 13, 2012 met drinking water standards. We will inform you if there are additional concerns with your drinking water.

For more information, please contact William Barton of Safewaters Environmental at 800-340-6041 or 508-981-6041 or at 119 Oak Street, Clinton, MA 01510. Safewaters can also be reached by email at [safewaters@comcast.net](mailto:safewaters@comcast.net).

*Please share this information with all the other people who drink this water, especially those who may not have received this notice directly. You can do this by posting this notice in a public place or distributing copies by hand or mail.*

PWS ID#: 1106004

Date distributed: March, 2012

Lynde Well Drilling, Inc.  
5345 Hinesburg Road  
Guilford, VT 05301-8103  
(800) 242-5516  
lyndewelldrilling@comcast.net

March 6, 2012

Town of Gill  
Attn: Ray Purington  
325 Main Road  
Gill, MA 01354

**Project:** Gill Elementary School  
48 Boyle Road  
Gill, MA

Quote for pressure tank replacement \$5,100.00

**Includes:** Three (3) Flex-Lite FL40 (119 gallon) Pressure Tanks  
All new unions and shut-off valves for each tank  
New heavy duty pressure switch  
All labor and fittings to install

We will warranty parts and labor for a period of five (5) years from the date of installation.

Respectfully,

Gary C. Lynde  
Lynde Well Drilling, Inc.

# INNOVATION ISN'T JUST WRAPPING FIBERGLASS AROUND OLD WELL TANK TECHNOLOGY.

[ INTRODUCING THE NEW FLEX-LITE WITH CAD-2 ]



Unlike other composite tanks that use tried and true technology in a cheap shell, the Flex-Lite composite tank uses the latest evolution of the well-proven controlled action clap door design that Flexcon introduced in 1989. The Flex-Lite FL series improved CAD-2 clap door design is stronger and won't leak and wear out like bag doors. It features a chlorine resistant 100% duty floor door with a precision molded copolymer polypropylene lower water chamber for superior acid and water separation. The patented design allows each size tank to have a properly sized water chamber, matched to the size and performance of that tank. When it comes to performance and durability, the CAD-2 system can't be beat.

So, if you're looking for the proven performance of a fiberglass tank, or a lightweight composite design, Flex-Lite FL is the answer.

**FLEXCON INDUSTRIES**

The Reliable Source

Patent Pending

## Ray Purington/Gill Selectboard

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**From:** BFlaherty [BFlaherty@gmrds.org]  
**Sent:** Thursday, March 08, 2012 12:57 PM  
**To:** Ray Purington/Gill Selectboard  
**Cc:** Nadine Ekstrom; Kathleen Adams  
**Subject:** RE: Amtrol water tanks FW: tech support - explanation of tank number

Hey Ray,

I agree that, that is very good information to have, on those tanks, However

FYI:

have You consider that we are on our 3rd well pump, since 1996, and we are still using the same tanks, plus I am not worried about the tanks funtionality, I am concerned about the residue inside the tanks. and what is built up on the walls of the tanks, and the botton of the tanks,

If I could take one of those off line and cut into it, I am positive that there is quite a bit of sediment inside which would account for the fowl oder that the water has. and eliminate the complaints we get from the water.

Here is what has happened in response to the oder complaints,  
We Have flushed the entire water system. ( Several Times )  
We have replaced the backflow preventer.  
We have replaced the well pump, ( 3 times ) and or ( Well Screen ) that I know of.  
We have replaced faucets in the school all class rooms, kitchen and Bathrooms.  
We have replaced all the water supply line. ( 3 Times ) that I know of.

And we even rewired the system because it kept trippeing out,  
Plus before the well was replaced the fuses burned out at the beginning of the school year, this year

The only thing we hav'nt done was replace the Supply tanks, which is what I have mentioned to all the Facility Managers I have worked with.

When we do decide to replace the tanks there will have to be a very thorough flushing or the water system and new supply line, cause they are all affected by the stuff that makes it to the fixtures.

So I do believe that the supply tanks should be replaced as soon as possible, just my Opinon, but if we could do that, I feel it would be a huge improvment in water quality.

Bob Flaherty  
GMRSD, Maintenance Dept.  
Contact # 413-768-9302  
Fax# 413-863-3283

*Bob Flaherty*

---

**From:** Ray Purington/Gill Selectboard [administrator@gillmass.org]  
**Sent:** Thursday, March 08, 2012 12:06 PM  
**To:** BFlaherty  
**Subject:** Amtrol water tanks FW: tech support - explanation of tank number

Bob -- here's the answer on the date code on the water tanks in Gill Elem, plus some insight on life expectancy. It seems like we're on track right now with monitoring them and knowing that replacement will need to happen, but we might not need to have it as an FY13 project. The estimate I got from Lynde Well Drilling to replace all three is \$5,100, which is for fiberglass tanks the same size. Ray

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**From:** Jeff Wellen [mailto:JWELLEN@amtrol.com]  
**Sent:** Thursday, March 08, 2012 10:03 AM

**To:** Ray Purington/Gill Selectboard  
**Subject:** RE: tech support - explanation of tank number

Dear Ray

The tank you have was manufactured on the 209<sup>th</sup> day of 1996. Which is a good long life, if the tank is still functional then I wouldn't change it until my pump started to rapid cycle ie go from hi to low rapidly.

Regards

Jeff Wellen

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**From:** Ray Purington/Gill Selectboard [mailto:administrator@gillmass.org]  
**Sent:** Wednesday, March 07, 2012 5:12 PM  
**To:** Info  
**Subject:** tech support - explanation of tank number

Good afternoon,

I have an Amtrol Well-X-Trol WX350. Printed on the side of the tank is the number 53520996. Can you explain what the numbers mean? By any chance is it a manufacturing date code, with 0996 corresponding to September 1996?

Also, in purely qualitative terms, what is the "typical" life expectancy of this type of tank? Assuming a 1996/7 installation, am I "lucky it's lasted this long", "keep an eye on it and start planning for the replacement", or "probably will be fine for X more years"?

Thank you

Ray Purington  
Administrative Assistant  
Town of Gill  
325 Main Rd  
Gill, MA 01354  
P: (413) 863-9347, F: (413) 863-7775  
[administrator@gillmass.org](mailto:administrator@gillmass.org), [www.gillmass.org](http://www.gillmass.org)

**DISCLAIMER:** Any information and enclosure herein is confidential and may be legally privileged. It is intended for the recipient and its authorized agents only. If you have received this message and are not the intended recipient, please contact the sender immediately by return email and delete any copies you may have received.

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.1913 / Virus Database: 2114/4858 - Release Date: 03/08/12

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2012.0.1913 / Virus Database: 2114/4858 - Release Date: 03/08/12

March 8, 2012

It is with regret that I must resign as a member of the Gill Capital Improvement Planning Committee, effective immediately. Constraints from work, the Gill Fire Department, family, and upcoming evening classes will make all of my evenings busy for at least the next couple of years.

I am honored to have been a part of this committee since its inception and was humbled by the trust placed in me to be the first chair. I wish the best of the group and look forward to seeing the continued success and the great work that will be done for the town. I also hope to be able to support the group from my position as a Captain on the Fire Department.

Down the road when I have completed school I do plan on assessing my circumstances and the needs of the committee to possibly re-join the group in the future.

Sincerely,



Jason S. Edson

**RECEIVED**

MAR 08 2012

TOWN CLERK  
TOWN OF GILL

# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Town of Gill (and d/b/a): Gill Fire Department <div style="text-align: center; margin-top: 5px;"><i>325 Main Road</i></div>		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Emergency Management Agency <b>MMARS Department Code:</b> _____	
<b>Legal Address:</b> (W-9, W-4, T&C): <i>40 South Street, Gill, MA 01354</i>		<b>Business Mailing Address:</b> 400 Worcester Rd. Framingham, MA 01702	
<b>Contract Manager:</b> Chief Gene Beaubien		<b>Billing Address (if different):</b> _____	
<b>E-Mail:</b> <a href="mailto:firedept@gillmass.org">firedept@gillmass.org</a>		<b>Contract Manager:</b> Joseph Harrington	
<b>Phone:</b> 413-626-1237	<b>Fax:</b> _____	<b>E-Mail:</b> <a href="mailto:Joseph.Harrington@state.ma.us">Joseph.Harrington@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000191798		<b>Phone:</b> 508-820-2035	<b>Fax:</b> 508-820-1401
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> _____	
<b>RFR/Procurement or Other ID Number:</b> June 1 2011 Fire Mobilization Appropriation			

<p style="text-align: center;"><b>X NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b></p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions    ☐ Commonwealth Terms and Conditions For Human and Social Services

**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.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ **\$766.95**

**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 \_\_\_ % PPD; Payment issued within 15 days \_\_\_ % PPD; Payment issued within 20 days \_\_\_ % PPD; Payment issued within 30 days \_\_\_ % PPD. If PPD percentages are left blank, identify reason: \_\_\_ agree to standard 45 day cycle \_\_\_ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**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.) On June 1, 2011, tornadoes and associated severe weather impacted communities in the Western and Central portions of the Commonwealth, prompting the Massachusetts Emergency Management Agency (MEMA) to activate the Statewide Fire Mobilization Plan to assist in the response effort. The activation and support provided by the Gill Fire Department were essential in addressing life safety needs in the hardest hit communities. The funds for this contract were appropriated under Chapter 52 of the Acts of 2011 Section 2 Items 1599-1705.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☒ 3. were incurred as of June 1, 2011, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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 June 30, 2012, 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 Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

<p><b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b></p> <p>X: <u><i>[Signature]</i></u> Date: <u>3/12/12</u>          (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Randy P. Crochier</u></p> <p>Print Title: <u>Selectboard Chair</u></p>	<p><b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b></p> <p>X: _____ Date: _____          (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David Mahr</u></p> <p>Print Title: <u>MEMA CFO</u></p>
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## ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

**INSTRUCTIONS:** In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the following Attachment shall contain a specific detailed description of all obligations, responsibilities, and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *ATTACH AS MANY ADDITIONAL PAGES AS NECESSARY.*

On June 1, 2011, tornadoes and associated severe weather impacted communities in the Western and Central portions of the Commonwealth, prompting the Massachusetts Emergency Management Agency (MEMA) to activate the Statewide Fire Mobilization Plan to assist in the response effort. On December 21, 2011 MEMA notified all responding departments of its intent to provide reimbursement for added personnel costs funded through item 1599-1705 of Chapter 52 of the Acts of 2011. A list of departments was compiled and sent to MEMA management by the Department of Fire Services. The activation and support provided by responding departments were essential in addressing life safety needs in the hardest hit communities.

The reimbursable costs have been determined based on the invoices and documentation submitted to MEMA by Gill Fire Department in response to MEMA's letter to eligible departments dated December 21, 2011. The Contractor acknowledges that all funds that are reimbursed will be spent in accordance with all state laws and regulations pertaining to state appropriated funds.

### ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

(The Department and the Contractor may complete this format or attach an approved alternative Budget format or invoice)

Items identified below which are not part of Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

CONTRACT EXPENDITURES	TOTAL
Eligible personnel costs for Fire Mobilization Plan activation	\$ <u>\$766.95</u>
<i>SUBTOTAL</i>	\$ <u>\$766.95</u>
<i>MAXIMUM OBLIGATION</i>	\$ <u>\$766.95</u>

*ATTACHMENT B IS SUBJECT TO ANY RESTRICTIONS OR ADDITIONAL PROVISIONS OUTLINED IN ATTACHMENT A*

TO: Andrea Woods, CPO  
FRCOG, 425 Main Street, Suite 20, Greenfield, MA 01301-3313  
FAX 413-774-3169 or email bids@frcog.org

*Emailed  
3/13/12*

We wish to participate in the following bids and contracts for FY2012 and agree to pay a cost of \$150 per product bid as checked below even if we reject the bid (\$170 per product bid outside Franklin County):

☐ #2 Fuel Oil      ☐ Gasoline      ☒ Diesel

You will have a choice of fixed price, mark-up over index price, or "downside protection"/capped price

☒ IF WE CHOOSE TO UTILIZE THE BID(S) RECEIVED BY FRCOG, we authorize the Franklin Regional Council of Governments (FRCOG) to contract on our behalf for the above mentioned bid(s)


☐ IF WE CHOOSE TO UTILIZE THE BID(S) RECEIVED BY FRCOG, we do not authorize the Franklin Regional Council of Governments (FRCOG) to contract on our behalf. We will be responsible for issuing and administering our own contract. We only authorize the FRCOG to include us in the Bid.

☐ If we choose a fixed price contract, we will be able to provide the FRCOG with an award decision within 3 working days of the bid opening to lock in the price(s). You will be provided with the date of the bid openings with at least two weeks' notice in order to schedule meetings as needed.

Company we currently use / suggested vendor(s) to contact: A. R. Sandri

We have enclosed the appropriate surveys.

Duly authorized signatories, as required by your town/entity:

  
Signature

Ray Purington, Administrative Assistant  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

Town of Gill  
Municipality/District/Agency

3/13/12  
Date

413-863-7775  
Fax Number

413-863-9347  
Phone Number

administrator@gillmass.org  
EMAIL ADDRESS

This form and appropriate surveys need to be returned by MARCH 23, 2012

## DIESEL

TOWN, AGENCY, OR DISTRICT GILL

CONTACT PERSON(S) Ray Purington

TELEPHONE # 413-863-9347 FAX # 413-863-7775

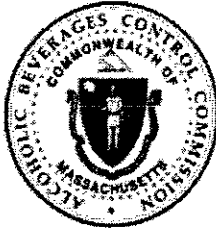
Billing Location 325 Main Road, Gill, MA 01354

Do you want to be part of a ☒ **group award** ☐ an individual award

Do you want automatic delivery? **X** Yes ☐ No

Delivery Location	Tank Size in gallons	Annual Use in gallons
196C Main Road, Gill	1,000	6,500
TOTALS		6,500
WINTER BLEND IS REQUIRED FROM 11/1 - 3/31		

Comments



The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**ON PREMISES LICENSE RENEWAL APPLICATION**

CITY OR TOWN GILL

LICENSE NUMBER: 044200010

APPLICATION FOR RENEWAL:

Seasonal

LICENSED FOR 2012

CLASS

YEAR

LICENSEE NAME: TURNER FALLS SCHUETZEN VEREIN

DOING BUSINESS AS TURNER FALLS SCHUETZEN VEREIN

ADDRESS: 55 BARTON COVE RD.- REAR

CITY/TOWN GILL

STATE: MA

ZIP CODE: 01354

MANAGER: MERRIAM, BRUCE TYPE OF LICENSE: Restaurant

CATEGORY: All Alcohol

**DESCRIPTION OF LICENSED PREMISES:**

32'X80' PAVILLION ATTACHED TO 28'X17' BUILDING WHICH HAS A KITCHEN AREA, BAR, WALK IN COOLER AND SURROUND PORCH...TWO SEASONAL BATHROOMS IN A SEPARATE BUILDING NEARBY...ALL OF THESE LOCATED AT THE REAR OF THE PROPERTY...

I hereby certify and swear under penalties of perjury that:

1. the renewed license will be of the same type for the same premises now licensed;
2. the licensee has complied with all laws of the Commonwealth relating to taxes; and
3. the premises are now open for business (If not explain below)

SIGNED BY

*Jeffery Suprun* PRESIDENT  
Individual, Partner or Authorized Corporate Officer

DATE: 3/1/12

413 863-8492  
TELEPHONE NUMBER:

046-29-1728

EMPLOYER IDENTIFICATION NUMBER:

(Note: **NOT** Individual Social Security Number)

We the undersigned, attest that we are in possession (1) the certificate required by Chapter 304 of the Acts of 2004, signed by the building inspector and the head of the fire department for the above named license and (2) the certificate of liquor liability insurance required by Chapter 116 of the Acts of 2010.

Please Check Below:

APPROVED: ☒

DISAPPROVED: ☐

(If disapproved explain)

LOCAL LICENSING AUTHORITY

By: *John R. Ward*

DATE: 3/12/12

APPLICATION FOR RENEWAL MUST BE FILED BY LICENSEES DURING THE MONTH OF MARCH (M.G.L. Ch. 138 § 16A)

# TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

## LICENSE ALCOHOLIC BEVERAGES

The Licensing Board of  
The TOWN of GILL, MASSACHUSETTS  
HEREBY GRANTS A SEASONAL

## COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell  
All Kinds of Alcoholic Beverages

TO BE CONSUMED ON THE PREMISES

To: Turners Falls Schuetzen Verein Athletic Association  
Rear of 55 Barton Cove Road, Gill, MA 01354  
License #: 044200010

On the following described premises

32'x80' pavilion attached to 28'x17' building which has a kitchen area, bar, walk-in cooler and surround porch. Two seasonal bathrooms in a separate building nearby. All of these located at the rear of the property.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires **January 15th, 2013**, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this **12th day of March, 2012**

The hours during which Alcoholic Beverages may be sold are:

From: 4/1/2012 – 1/15/13 8 a.m. – 1 a.m.  
daily except Sunday; Sunday from 11 a.m. –  
1 a.m.; except where prohibited by Section 13  
of the Liquor Control Act.

Licensing Board

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN BE EASILY READ.

Telephone 413-863-9347

325 Main Road, Gill MA 01354

Fax 413-863-7775

This institution is an equal opportunity provider and employer.

## SEASONAL RENEWAL CERTIFICATION 2012

TOWN/CITY NAME

Gill

### A. LICENSEES WHO FAILED TO RENEW FOR 2012:

LICENSE #

NAME AND ADDRESS

1.

2.

3.

4.

5.

### B. LICENSEES DISAPPROVED BY CITY/TOWN FOR 2012:

LICENSE #

NAME AND ADDRESS

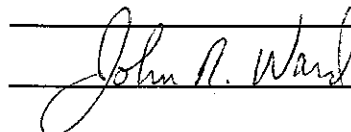
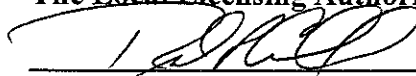
1.

2.

3.

We hereby certify that we have determined that the premises described in all the 2012 Renewal Applications approved by us and forwarded to the A.B.C.C. are now occupied, used or controlled by the licensee and will be on April 1, 2012.

The Local Licensing Authorities



PLEASE ATTACH ALL RENEWAL APPLICATIONS MENTIONED ABOVE TO THIS CERTIFICATION.

IF EXTRA SPACE IS NEEDED, PLEASE USE THE BACK OF THIS FORM.



141 Weymouth Street  
Rockland, MA 02370

Tel: (781) 982-4008  
Fax: (781) 982-4009  
E-Mail: [info@aegiseng.net](mailto:info@aegiseng.net)

October 7, 2011

Mr. Jim Abel  
Trident Insurance  
P.O. Box 1170  
Greenfield, MA 01302

RE: Claim No.: TNT-0092186  
Insured: Gill-Montague Regional School District  
Locations: *Gill Elementary School – Gill, MA*  
*Hillcrest Elementary School – Turners Falls, MA*  
*Sheffield School - Turners Falls, MA*  
*Turners Falls High School – Turners Falls, MA*  
Claim: Earthquake Damage  
AEGIS File No.: 7649

Dear Mr. Abel,

On August 30, 2011, AEGIS Engineering Services, Inc. (AEGIS) was retained to review the above referenced claim. The objective of our assignment was to determine the cause of damage(s) to the above noted properties, which the insured attributes to an earthquake.

On August 23, 2011, a 5.9 magnitude earthquake occurred in central Virginia. The epicenter of the earthquake was approximately 425 miles southeast of Turners Falls, MA, where vibrations were reportedly felt. According to WWLP-22 News in Chicopee, MA, the quake was felt as a 2.8 magnitude in western Massachusetts. The insured claims that the earthquake caused damages to four buildings in the district. The claimed damages (which will be discussed further below) generally included cracking of concrete block, brick, and stone masonry walls; and cracking of concrete floor slabs.

Upon receipt of the assignment, AEGIS immediately contacted Mr. Steve Roberto, Facilities Manager for the Gill-Montague Regional School District, and arranged to visit the properties at his earliest available date, which was September 20, 2011. At that time, the undersigned inspected the claimed damages and interviewed Mr. Roberto. The following is a summary of our findings.

## Review Findings

### Earthquake Measurement

The most common measurement of an earthquake, as it relates to structural damage, is known as peak ground acceleration (PGA). PGA is the maximum acceleration experienced by a small particle attached to the earth during the course of the earthquake motion. PGA is utilized because building codes prescribe how much force a building should be able to withstand during an earthquake. This force is related to the peak ground acceleration.

The units of acceleration are measured in terms of *g*, the acceleration due to gravity. It is usually expressed as a percentage of *g*. The U.S. Geological Survey (USGS) estimates approximately 10-12% *g* (or 0.10*g* - 0.12*g*) as the approximate threshold of damage to pre-1965 dwellings or dwellings not made to resist earthquakes.

AEGIS contacted Professor John E. Ebel, Director of the Weston Observatory at Boston College. Dr. Ebel stated that the PGA at the Weston Observatory in Weston, MA was measured to be 0.07%*g* (0.0007*g*). Measurement in Natick, MA was measured to be 0.37%*g* (0.0037*g*). The Weston measurement was made on a rock, while the Natick measurement was located in an area of glacial sand and till. These soils represent a representative range of soil types that would be likely to be found at each of the insured's building sites. Note that these PGA values are two orders of magnitude (or more) less than the USGS threshold values for damage.

A second measurement of vibration intensity is the Modified Mercalli Intensity (MMI) scale. The MMI scale assigns a value of I to XII, based upon observations and reports regarding the extent of damage at the measurement location. USGS maps noted intensities to range from I to III (in western Massachusetts) on the MMI scale for the August 23, 2011 earthquake. These values indicate the following:

- I. Not felt except by a very few under especially favorable conditions. *No damage potential.* (PGA < 0.17%*g*).
- II. Felt only by a few persons at rest, especially on upper floors of buildings. *No damage potential.* (PGA = 0.17%*g*-0.50%*g*).
- III. Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibration similar to a passing truck. *No damage potential.* (PGA = 0.50%*g*-1.4%*g*).

This range on the MMI scale is consistent with the PGAs reported by the Weston Observatory. Note that each of the values (I-III) states vibration was perceptible, but that there was "*no damage potential*". The claimed damages (damage to masonry and concrete) do not occur until MMI level VII and VIII. This corresponds to a PGA of 18%*g*-65%*g*, well above the PGA measured by the Weston Observatory.

According to the MMI scale, before damage occurs, dishes would be disturbed (IV), unstable objects overturned (V), heavy furniture moved (VI). This is also known as the "scale of effects".

It indicates that before vibrations can cause damage to concrete and masonry; loose items (such as books, vases, etc.) would topple, and the structure would first experience extensive damage to weaker elements such as plaster, sheetrock, and wood framing. Those lesser damages did not occur. It would be inconsistent with the known response of a building structure to ground vibrations for damage to *first* occur at concrete and masonry walls/floors.

Based upon our review of the available documentation regarding the earthquake magnitude and intensity, it is our opinion that the earthquake was not capable of causing damage to the insured's properties. Ground acceleration was more than an order of magnitude less than the threshold value for damage to dwellings not made to resist earthquakes. Furthermore, we would expect to find more extensive damages throughout the structures prior to the claimed damages occurring.

### Inspection

#### *Gill Elementary School*

The Gill Elementary school is a single story structure. It is constructed of concrete masonry unit (CMU) block walls and concrete floor slabs. The exterior of the building is a brick masonry veneer.

The claimed damages were as follows:

- Cracking of the floor tiles near the front entrance.
- Cracking of CMU block mortar joints throughout interior walls.
- Hairline cracking of rear foundation wall.
- Shifting of brick masonry veneer at rear of building.
- Tearing of sealant at expansion joints.

It is our opinion that these damages are not recent occurrences and not earthquake related. The cracks in the floor tile were filled with many coats of wax. Paint extended into many of the cracked mortar joints and the torn expansion joints. The cracks in the rear foundation wall were worn and aged. Shifting of the rear brick wall appears to be due to corrosion of the steel lintel above the rear door. Overall, it appears that the claimed damages are the result of general wear and tear, and lack of maintenance.

#### *Hillcrest Elementary School*

The Hillcrest Elementary School is a single story structure. It is constructed with CMU block walls. Interior walls are finished with painted CMU block, sheetrock, and brick masonry. The exterior of the building is a brick masonry veneer.

The claimed damages were as follows:

- Cracking of concrete foundation wall along front entrance.

- Cracking and displacement of the concrete veneer at the left end of the front entrance.
- Cracking of sheetrock wall finishes above windows in the front office.

The cracks in the foundation wall at the front of the building occurred at regular intervals. They appeared to be due to normal shrinkage of the concrete, and unrelated to the earthquake. The cracks were aged and worn, indicating they were not recent occurrences.

The damage to the exterior brick veneer appears to be due to water intrusion around a concrete ledge that penetrates the wall, and subsequent freeze-thaw cycles. The amount of dirt and debris within the cracks indicates that it is not a recent occurrence.

Damage to the sheetrock walls appeared to be aged, based upon paint within and along the cracks. It is our opinion that the damage is due to cyclical expansion / contraction of the wall framing, due to environmental conditions (e.g., temperature and relative humidity).

#### *Sheffield School*

The Sheffield School is a three story brick masonry building that is currently used as office space for the School District Administration. The exterior is banded with a cast-stone ledge above the first floor, and stone window headers and sills.

Claimed damage to the Sheffield School was limited to cracking and spalling of the exterior stones across the building. Mr. Roberto acknowledged that some of the damaged stones predate the earthquake, but he feels that the earthquake caused additional damage to the stones.

It is our opinion that cracking of the stones is due to long-term deterioration of the stones (which Mr. Roberto acknowledged). We observed sealant around many of the cracked stones and vegetation within the cracks. The damages are unrelated to the earthquake.

#### *Turners Falls High School*

Claimed damage to the Turners Falls High School was limited to a crack in the floors of the first floor kitchen and first floor bathroom. The floors in these rooms consist of a concrete slab that was covered with an epoxy coating. The epoxy coating was cracked in each room. Although it could not be confirmed, it is likely that that cracks in the epoxy coating are reflecting a similar crack in the underlying concrete slab.

It is our opinion that the damage is unrelated to the earthquake. The cracks appear to be due to normal shrinkage of the concrete slab, which has cracked the epoxy coating that is bonded to the slab. Debris within the crack indicates it predates the earthquake. It should be noted that damage to horizontal building components, such as floor slabs, does not typically occur as a result of ground vibration (unless extremely close to the source). Resistance to the displacement is provided by vertical elements (i.e. walls), not the floors.

### Summary and Conclusion

It is AEGIS's opinion that the claimed damages to the above noted properties predate, and are unrelated to the August 23, 2011 earthquake. Our opinion is based upon both review of seismic data from the event and our visual inspection of the claimed damages.

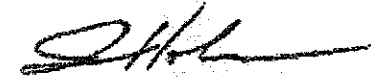
Review of the seismic data revealed that the peak ground accelerations were more than an order of magnitude less than the damage threshold. In short, the ground vibrations were simply not sufficient to cause damage. If sufficient ground vibrations occurred (although they did not), the claimed damages would not have occurred without significant damage to loose items and weaker building materials first occurring. This did not occur.

In most instances, our visual inspection revealed clear indications that the damages predate the earthquake. This includes dust, debris, or paint within cracked or separated mortar joints, expansion joints, etc.

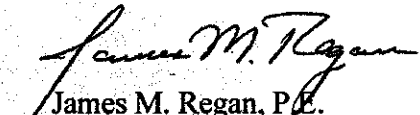
Thank you for the opportunity to be of service. Please call the undersigned should you have any questions or need anything further.

Very Truly Yours,

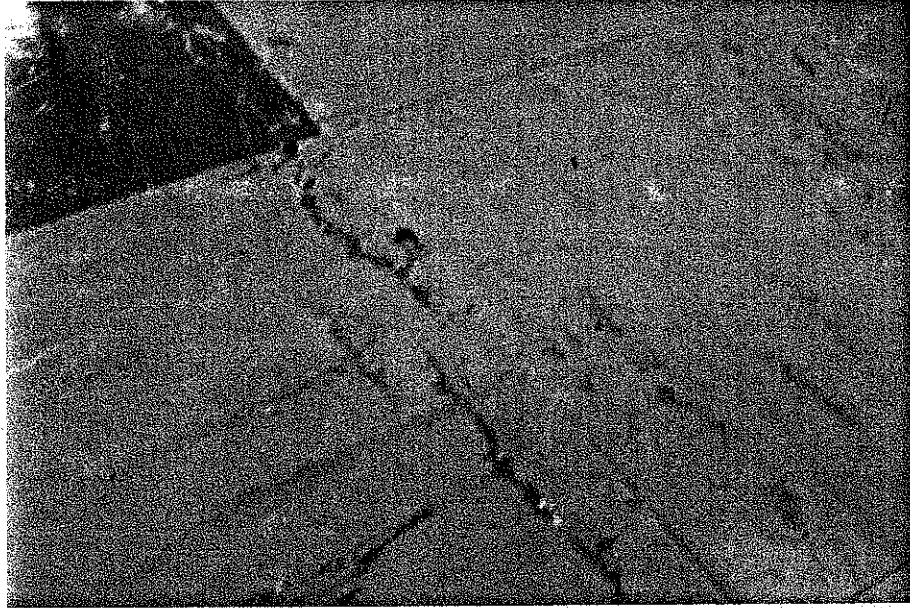
**AEGIS Engineering Services, Inc.**



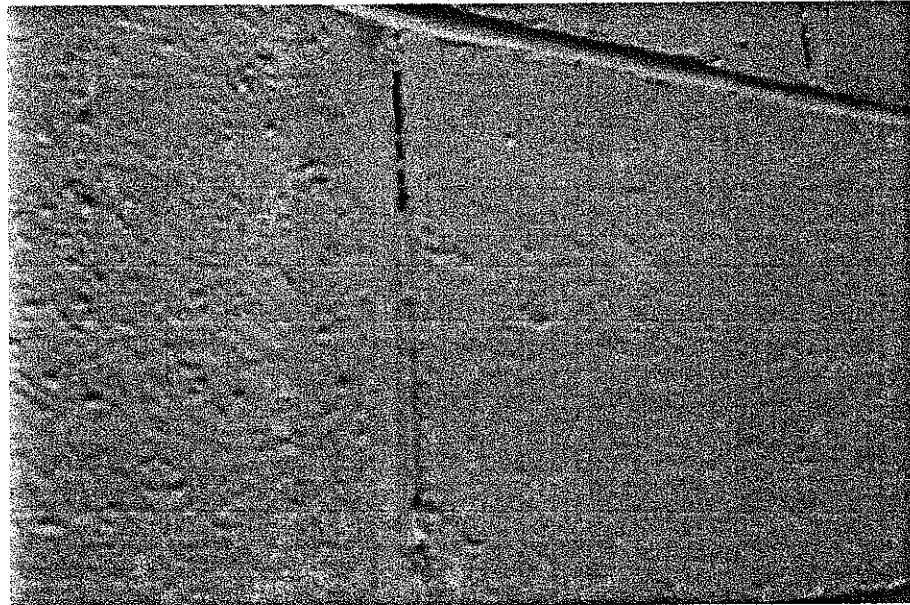
James E. Holmes, P.E.  
Structural Engineer

  
James M. Regan, P.E.  
Principal

Attachments: Photographs



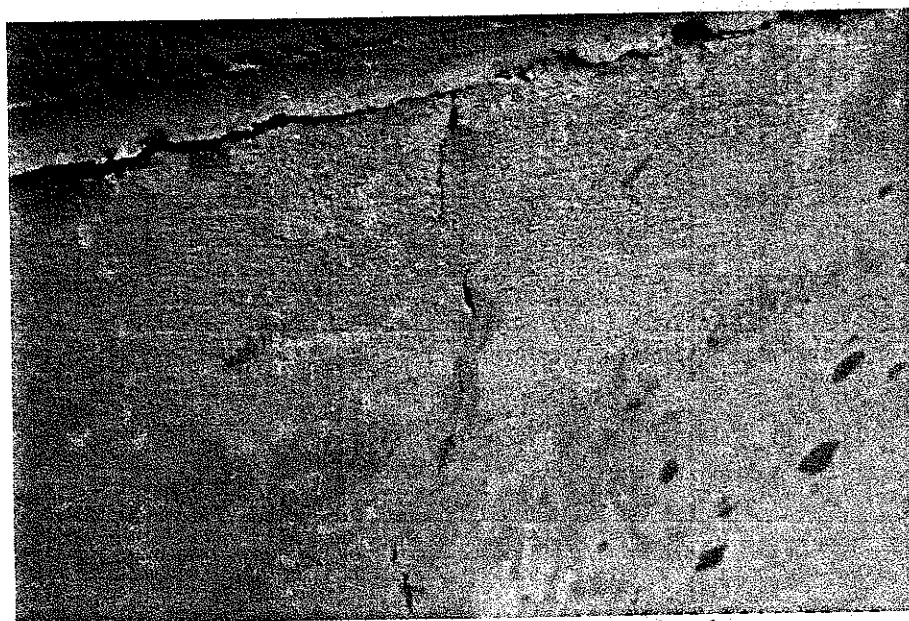
Gill Elementary: Crack in floor tile is filled with floor wax.



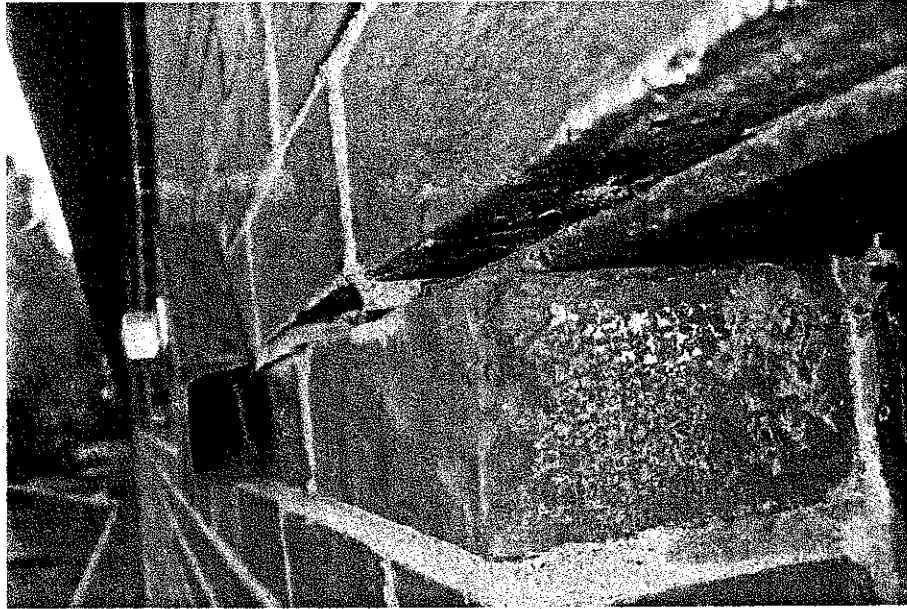
Gill Elementary: Cracks in block walls are filled with paint.



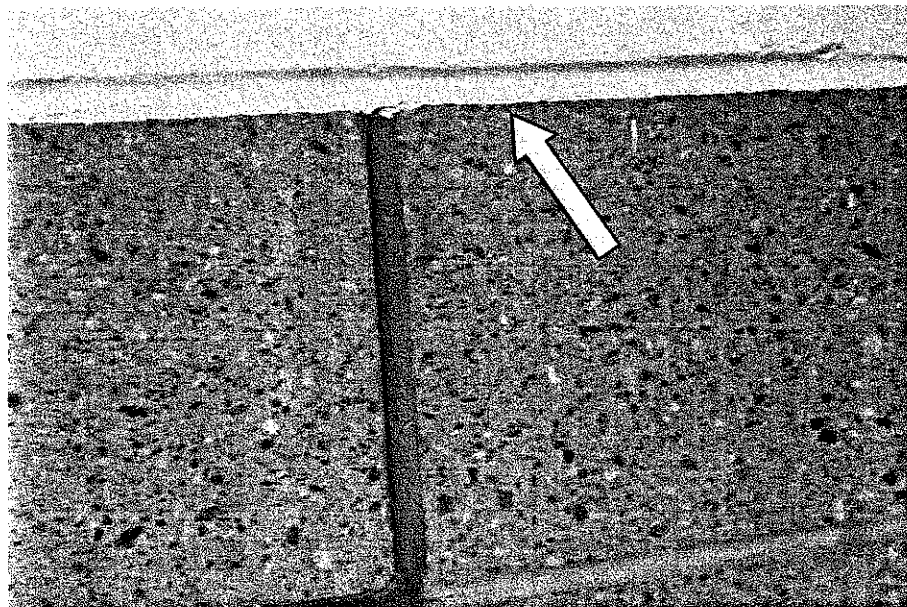
Gill Elementary: Cracks in expansion joint sealant are filled with paint.



Gill Elementary: Foundation crack is aged and worn.



Gill Elementary: Shift in brick veneer is due to corrosion of steel lintel.



Gill Elementary: Crack in mortar joint. Note that where the wall is painted, the crack is covered with paint.

**TOWN OF GILL**  
MASSACHUSETTS



www.gillmass.org

**OFFICE OF THE BOARD OF SEWER COMMISSIONERS**  
**Sewer Use Charges and Inspection Fees**

To: Town Accountant

You are hereby notified that COMMITMENT(S) as shown below has (have) this day been made by the Board of Sewer Commissioners to Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges. Bill date is March 13, 2012.

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To: Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges for the Town of Gill in the County of Franklin:

You are hereby required to collect from the several persons named in the list dated February 29, 2012, herewith committed to you the amount of the sewer usage charges assessed therein to each such person, with penalties, the sum total of such list being Eleven Thousand Six Hundred Sixty Nine and 96/100 Dollars (\$11,669.96).

Given under our hands the Twelfth day of March, 2012.

  
\_\_\_\_\_  
Randy Crochier

\_\_\_\_\_  
Ann H. Banash

  
\_\_\_\_\_  
John R. Ward

Board of Sewer Commissioners of the Town of Gill