

# TOWN OF GILL

MASSACHUSETTS



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

## SELECTBOARD MEETING MINUTES

*September 24, 2012*

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

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

Approval of Minutes: John asked to have the following sentence inserted into the 5<sup>th</sup> paragraph of the minutes from 9/19: "The Police Chief and Selectboard will develop a list of parameters for comparing and evaluating the various cruiser models." Randy made a motion, seconded by John, to approve the minutes of 8/27, 9/10, 9/17, and 9/19 as amended. The vote was unanimous in the affirmative.

Timmie Smith joined the meeting.

Project Updates: No developments to report.

Green Community Grant Application: It was noted that application for the Green Communities grant was sent in ahead of the 9/21 deadline. In order to properly recognize and thank the Energy Commission, and especially Claire Chang, the topic will be placed on the agenda for 10/9.

October Snowstorm Reimbursement: The final reimbursement contract from the October 2011 snowstorm has been received from MEMA, and includes FEMA's 75% share of Gill's "expenses" related to donated services received during the cleanup of the storm. The estimated value of the labor from the Franklin County Jail inmates who helped chip brush counts toward Gill's financial contribution toward the storm, and FEMA will reimburse the Town for \$1,567.09. Randy made a motion, seconded by John, to accept the reimbursement and to authorize the Chair to sign the contract. The vote was unanimous in the affirmative.

David Detmold joined the meeting.

Mass DCR Notice to Buy: The Board received a letter from the Massachusetts Department of Conservation and Recreation notifying the Town of DCR's intent to purchase 15+/- acres of landlocked forestland off Route 2 and abutting other land in the Connecticut River Greenway State Park. The land is currently owned by Debra Rosenlund. By consensus the Chair signed documents confirming that a public announcement had been made at this meeting, and that the Selectboard had consented to waiving the 120-day notice period.

Resignation: The Board received Deb Loomer's letter of resignation from the Recreation Committee. John made a motion, seconded by Randy, to accept her resignation with regret. The vote was unanimous in the affirmative. It was noted that there are only two active members of the Rec Committee now, and that they desperately need more members in order to continue functioning. An item will be placed in the upcoming newsletter and in the school newsletter.

Appointments: John made a motion, seconded by Ann, to appoint Alison Crochier as an Election Worker through 6/30/13. The vote was 2 in favor, 0 opposed, and 1 abstention (Randy). John made a motion, seconded by Randy, to appoint Kory Ryan as a Firefighter through 6/30/13, pending satisfactory results of a medical evaluation. The vote was unanimous in the affirmative.

Policy on Disposal of Surplus Equipment: The Board reviewed a proposed policy for the disposal of surplus equipment valued less than \$5,000. John made a motion, seconded by Randy, to adopt the policy. The vote was unanimous in the affirmative. The Board then reviewed a list of surplus equipment from the Town Hall and Police, Fire, and Highway Departments. Randy made a motion, seconded by John, to declare the items as surplus equipment. The vote was unanimous in the affirmative.

From the list of items, the dump truck body, Chevy pick-up truck, sander bed conveyor, chairs, and wire shelf will be advertised for sale by sealed bid. The pull-behind sweeper will be offered to the Town of Leyden. The various pieces of electronic equipment were determined to be of no value, and will be disposed of as electronic waste.

Fire Department PO: The Board approved a purchase order to Pete's Tire Barn for \$1,200 for two refurbished front rims for Engine 1.

Disasters and Town Management: Ray and Randy will attend a 3-part series on Disasters and Town Management being put on by the FRCOG. To avoid conflicts, regular Selectboard meetings from 10/22, 11/5, and 12/3 were all rescheduled to the following night at 6:00pm.

David Detmold left the meeting.

Warrant: The Board reviewed and signed FY 2013 warrant #7. Randy abstained from signing the payroll warrant.

6:00pm Jocelyn Castro-Santos, Library Director, joined the meeting. Claire Chang and Tupper Brown of the Finance Committee joined the meeting.

FY13 Budget Recommendations: Randy reported on the meetings of the Personnel Committee to consider placing the Library Director and Assistant Library Director positions onto the Town's wage scale for employees. The Committee has not formally voted, but it is expected that their recommendation will be a Grade 4-B for the Director and a 3-A for the Assistant. Retroactive to July 1, 2012, these changes would require \$928 be added to the Library budget for FY13.

A handout summarized the needs-based requests of the Police, Fire, Highway, Trees & Forestry, Cemetery, and Library budgets. It was noted that there is consensus on the Selectboard that these amounts represent what the department heads feel they need in order to run their departments. It does not mean, however, that there is uniform acceptance of the philosophies behind how the departments are run or what services are provided.

6:40pm Tupper Brown left the meeting.

Supplemental appropriations of \$90 for unbudgeted COLA raises, \$99 for interest expenses, and \$400 for the Cemetery Commission were recommended by consensus.

Referring to the prepared handout of available funds for the supplemental budget, John made a motion, seconded by Randy, to recommend an additional \$928 for the Library budget (for the transition onto the wage scale) and \$1,905 to provide 4 extra public hours per week at the Library for the remaining 9 months of FY13. The vote was unanimous in the affirmative. Jocelyn Castro-Santos left the meeting.

For the Trees and Forestry budget, Ann explained the Highway budget has been covering some tree-related expenses for several years, and that an increase is warranted. By making an increase to Trees & Forestry, it also provides a corresponding amount of budget relief to the Highway budget. John made a motion, seconded by Randy, to recommend an additional \$3,700 for the Trees & Forestry budget. Ann made a motion, seconded by Randy, to amend that amount to \$3,000. A vote on the amendment was unanimous in the affirmative, and the amended motion was deemed to have passed by unanimous vote as well.

For the Fire Department budget, Ann recommended that upcoming expenses related to repairing rust on all three fire trucks be paid from the NMH Gift Account. A \$3,000 purchase order for rust repair on Engine 1 was submitted tonight, and similar amounts are expected for the other two engines. The Board felt that by allowing the use of the NMH funds for these repairs, plus the \$5,000 previously approved for hose replacement, that the Fire Department budget will not need a supplemental allocation for FY13. The Board signed the purchase order to Doug's Auto Body for \$3,000 for rust repair on Engine 1, noting it will utilize money from the NMH Gift Account.

For the Police budget, the sentiment was that "it will be tight, but should be enough." No supplemental allocation was recommended.

Randy made a motion, seconded by John, that the remaining balance of money available to spend (later determined to be \$8,075) be recommended for going into the general Stabilization Fund. The vote was unanimous in the affirmative.

Ann will send an email to the department heads explaining tonight's decisions and thanking them for their hard work on the budgets this summer.

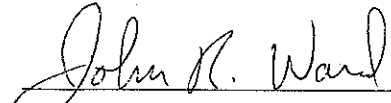
The Board asked Ray to revise the warrant for the October 15<sup>th</sup> Special Town Meeting by deleting the articles for supplemental appropriations to the Police, Fire, Highway, and "any other" department.

6:55pm John Ward and Claire Chang left the meeting.

Ann and Randy signed the updated warrant for the October 15<sup>th</sup> Special Town Meeting.

Adjournment: The Selectboard meeting adjourned at 7:05pm.

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

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

# 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.

PW-00567

<b>CONTRACTOR LEGAL NAME:</b> Town of Gill (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> CDA MA Emergency Management <b>MMARS Department Code:</b> CDA	
<b>Legal Address:</b> (W-9, W-4, T&C): 325 Main Rd., Gill, MA 01338 <u>54</u>		<b>Business Mailing Address:</b> 400 Worcester Road, Framingham, MA 01702	
<b>Contract Manager:</b> Mr. Ray Purington		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> administrator@gillmass.org		<b>Contract Manager:</b> Judy Whitcher	
<b>Phone:</b> 413-863-9347	<b>Fax:</b> 413-863-7775	<b>E-Mail:</b> Judy.Whitcher@state.ma.us	
<b>Contractor Vendor Code:</b> VC6000191798		<b>Phone:</b> 508-820-2057	<b>Fax:</b> 508-820-1404
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CTFEMA4051GILL000567	
<b>_____ x NEW CONTRACT</b>		<b>_____ CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ <u>1,567.09</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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.) (Reference CFDA # 97.036) <b>PW-00567</b> To reimburse for FEMA 4051 Oct. 29-30 <sup>th</sup> , 2011 Severe Storm – The applicant took such actions as necessary to save lives, protect public health and safety and protect improved property Townwide. Assistance for emergency protective measures and debris removal under Categories A & B under the FEMA Public Assistance Program.			
<b>ANTICIPATED START DATE:</b> (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 <u>Effective Date</u> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . ____ 2. may be incurred as of ____, 20__, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>10/28/2011</u> , a date <b>PRIOR</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>12/31/2012</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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Ann H. Banash</u> Date: <u>9/24/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ann H. Banash</u> Print Title: <u>Selectboard Chair</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> 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>	

Capture Date: 08/07/2012 13:06

## Federal Emergency Management Agency

## Project Application Grant Report (P-2)

Disaster: FEMA-4051-DR-MA

Number of Records: 1

Applicant ID: 011-25730-00  
 Bundle #: PA-01-MA-4051-State-0032(31)

Applicant: GILL (TOWN OF)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4051-PW-00567(0)	B		07-06-2012	2,089.45
Facility Number:	1			
Facility Name:	Gill, Town of			
Location:	GPS coordinates are for Gill Town Hall. 42.64107, -72.49917 WORK COMPLETED ***Applicant had six(6) inmates from the Franklin County Sheriff's Community Service Program work/participate in vegetative debris removal and reduction from town roads and streets. A wage of \$10.54/hr was determined as reasonable, and this donated labor - 6 x 40 hours = 240 total hours x \$10.54/hr is \$2529.60 (SEE ATTACHMENT) ***Applicant has 17.4% of town roads and streets as Federal -aid/FHWA roads. This percentage is 'backed out' of the donated labor cost, as ineligible, and the net Donated Resources total is \$2089.45 *** Applicant is NOT claiming Direct Administrative Costs for work associated with this Project Worksheet.			
Scope of Work:				
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)	
Amount Eligible (\$)	2,089.45	0.00	2,089.45	
Federal Share (\$)	1,567.09	0.00	1,567.09	

<b>PA-01-MA-4051-PW-00567(0) DP</b>	
Applicant Name:	Application Title:
GILL (TOWN OF)	JPGLD1 Donated Resources
Period of Performance Start:	Period of Performance End:
01-06-2012	07-06-2012

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4051-State-0032(31)	08-06-2012

## Subgrant Application - FEMA Form 90-91

**Note:** The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4051 - DR -MA		011-25730-00	07-17-2012	B
APPLICANT: GILL (TOWN OF)			WORK COMPLETE AS OF: 11-11-2011 : 100 %		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY: Franklin		
Gill, Town of					
LOCATION:				LATITUDE:	LONGITUDE:
				41.7242	-77.18901
PA-01-MA-4051-PW-00567(0):					
GPS coordinates are for Gill Town Hall. 42.64107, -72.49917					
DAMAGE DESCRIPTION AND DIMENSIONS:					
PA-01-MA-4051-PW-00567(0):					
During incident period of 29-30 October 2011, Town of Gill was affected by an early severe snowstorm. Heavy snowfall began the afternoon of 29 Oct and continued into night. Many trees had not yet dropped their leaves. The heavy, wet snow downed trees, broke branches and scattered debris on town maintained rights of way. This Project Worksheet captures the cost of the donated resources that were provided to the town for debris removal.					
SCOPE OF WORK:					
PA-01-MA-4051-PW-00567(0):					
WORK COMPLETED ***Applicant had six(6) inmates from the Franklin County Sheriff's Community Service Program work/participate in vegetative debris removal and reduction from town roads and streets. A wage of \$10.54/hr was determined as reasonable, and this donated labor - 6 x 40 hours = 240 total hours x \$10.54/hr is \$2529.60 (SEE ATTACHMENT) ***Applicant has 17.4% of town roads and streets as Federal -aid/FHWA roads. This percentage is 'backed out' of the donated labor cost, as ineligible, and the net Donated Resources total is \$2089.45 *** Applicant is NOT claiming Direct Administrative Costs for work associated with this Project Worksheet.					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	***** WORK COMPLETED *****	0/LS	\$ 0.00	\$ 0.00
2	9025	DONATED RESOURCES	1/LS	\$ 2,089.45	\$ 2,089.45
				<b>TOTAL COST</b>	<b>\$ 2,089.45</b>
PREPARED BY JON PETERSEN		TITLE Project Specialist	SIGNATURE		
APPLICANT REP. Ray Purington		TITLE	SIGNATURE		



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**



**MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY**

400 Worcester Road Framingham, MA 01702-5399

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

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

Deval L. Patrick  
Governor

Kurt N. Schwartz  
Director

Timothy P. Murray  
Lieutenant Governor

Mary Elizabeth Heffernan  
Secretary

August 15, 2012

**ATTACHMENT A  
Project Scope, Budget, and Terms  
CTFEMA4051GILL000567**

**Disaster Declaration**

On October 29-30, 2011 a severe winter storm impacting the entire east coast brought up to 30 inches of heavy, wet snow and storm force winds gusting up to 67 mph to Massachusetts. As a result Massachusetts received Presidential declaration of disaster designated FEMA – 4051 on January 6, 2012 for Berkshire, Franklin, Hampden, Hampshire, Middlesex, and Worcester Counties. In addition, the counties of Berkshire, Franklin, Hampden, and Hampshire are designated for snow assistance within any contiguous 48 hour period.

**Parties**

Town of Gill ("Contractor") is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), administers all public assistance as pass-through grants for FEMA. The Contractor is a Sub-Grantee of the Commonwealth of Massachusetts that enters into contract # CTFEMA4051GILL000567 as described in this Attachment A.

**Applicable Laws and Regulations**

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4051-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR. The Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.



### Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from declared disasters. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (**PW-00567**).

### Valid Contract Dates

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will always be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than **12/31/2012**. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. Project extensions may be granted by either FEMA or MEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA before the established time frame for completing eligible work. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project. However, the project still must be completed for any funding to be eligible for that project.

### Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 2,089.45** in eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet, which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is \$ **\$ 1,567.09**. Fiscal year is projected as follows:

FY13: **\$ 1,567.09**

FY14: \_\_\_\_\_

FY15: \_\_\_\_\_

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget. Contractors cannot be reimbursed for costs over and above the fiscal year budget (original or as amended).

The use of these funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or

matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost share obligation.

All recipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. The Department shall expend and account for grant funds in accordance with State laws and procedures for expending and accounting for their own funds. Sub-recipients shall follow the financial management requirements imposed on them by States, which must comply with the requirements FEMA has imposed on the States.

#### Payments

All payments will be issued upon receipt and acceptance of adequate documentation of completion of project performance requirements. Payments will be paid on a cost reimbursement basis for work completed, and subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting. MEMA will reimburse upon execution of the state contract and receipt of a signed P.4 (issued by MEMA with state contract package). FEMA-designated Small Projects (less than \$66,400) will be fully reimbursed at contract execution, even if not fully expended (44 CFR 13.21 and 206.205).

For projects greater than \$66,400 (Large Projects), that are not complete at time of contracting, partial payments may be made periodically throughout the life of a project. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel.

The Contractor agrees that any overpayment of funds to the Contractor will be returned promptly to MEMA, in the manner and time frame determined by the MEMA Contract Manager at the time of such notification to MEMA.

#### Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4051-DR-MA.

For any project not completed at the time of contracting the Contractor must submit quarterly progress reports as provided by the Department.

The Contractor must submit a P.4 Report for any completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

#### Records Management

Contractor is responsible for compliance with all state and federal audit requirements either as the subject of direct federal or state audits or indirectly as a sub-recipient of the state. Eligible work will be determined by FEMA at the time the PW is approved. All work must be compliant with approved project and documented as such. Expenditures are subject to requirements set forth in OMB Circular A-133.

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of six (6) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

#### **Checklist for Each Project**

Completed Project Worksheet  
Completed Special Considerations Questions form  
Estimated and actual costs  
Force account labor  
Force account equipment  
Rented equipment  
Materials and purchases  
Photographs of damage, work underway, work completed  
Insurance information  
Environmental and/or historic alternatives and hazard mitigation opportunities considered for large, improved or alternate projects  
Environmental Review Documents  
Records of donated goods and services

#### **Required Forms**

The Contractor must complete and return the required forms. All forms must be submitted at the time of this contract execution and prior to the release of any funds for reimbursements. Copies of all executed documents shall be returned to Contractor for record retention purposes.

- Commonwealth Standard Contract Form
- Commonwealth Terms & Conditions (if not already on file at Office of State Comptroller)
- Commonwealth Contractor Authorized Signatory Listing
- Massachusetts Form W-9 – including Applicant's DUNS number (if not already on file at Office of State Comptroller)
- FEMA Form 20-16 – Summary Sheet for Assurances and Certifications
- FEMA Form 20-16A – Assurances for Non-Construction Programs, if applicable, **AND/OR**
- FEMA Form 20-16B – Assurances for Construction Programs, if applicable
- FEMA Form 20-16C – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- SF-LLL – Disclosure of Lobbying Activities

Generated Date: 08/14/2012 13:20

Federal Emergency Management Agency  
Project Completion and Certification Report (P-4)  
Disaster: FEMA-4051-DR-MA

Applicant FIPS ID: 011-25730-00 Applicant/Subdivision Name: GILL (TOWN OF)

PW#	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig. Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-4051-PW-00567 (D)		\$2,089.45	N	B	PA-01-MA-4051-State-0032(31)	<i>Donated Res.</i>	07-06-2012	100	\$2,089.45	<i>11-11-11</i>	\$ <i>2089.45</i>	
Total for 1 PWs:												\$
Subgrantee Admin:												
Grand Total:												

Generated Date: 08/14/2012 13:20

Federal Emergency Management Agency  
Project Completion and Certification Report (P.4)  
Disaster: FEMA-4051-DR-MA

Applicant FIPS ID: 011-25730-00 Applicant/Subdivision Name: GILL (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 2089.45

Signed: [Signature] Date: 9/24/12

Applicant's Authorized Representative

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

Governor's Authorized Representative

PW- 00567



September 11, 2012

Board of Selectmen  
Town of Gill  
325 Main Road  
Gill, MA 01345

Dear Board of Selectmen:

In keeping with the provisions of 301 CMR 51.00, we would like to inform you that the Commonwealth of Massachusetts, acting through its Department of Conservation and Recreation (DCR), has under consideration the acquisition of approximately 15 ± acres of forestland abutting Connecticut River Greenway State Park in the Town of Gill. The property was used as a woodlot for the past several decades. If acquired by the Commonwealth, the land shall be incorporated into the Connecticut River Greenway State Park. The property is located off of French King Highway and is shown on the enclosed locus map marked "Exhibit A".

The applicable regulations require that an agency proposal to acquire property be made public in a local forum. To comply with this requirement, we ask that the Board of Selectmen announce the Commonwealth is considering this acquisition for the above-stated purposes at its next regularly scheduled meeting, and document the announcement on the enclosed form. A self-addressed envelope has been enclosed for your convenience in returning the form to us.

Should DCR decide to pursue this acquisition, it may be necessary to complete the transaction in less than the 120 day notice period otherwise required. We therefore ask that you agree to this reduction in time, and indicate your approval of the reduction on the **waiver** form enclosed herewith, and return it to DCR in the enclosed envelope.

If you have any questions concerning this matter, please do not hesitate to contact me at 1-617-626-1319, or Jennifer Soper, Project Manager, at 1-413-586-8706 x21. For your information a similar notice has been sent to the Franklin Regional Council of Governments, Senator Stanley Rosenberg and Representative Denise Andrews.

Thank you very much for your assistance.

Very truly yours,

Marcos Pittore,  
Assistant General Counsel

Enclosures

Certified Mail No. 7009 0820 0000 4003 3125  
Return Receipt Requested      DCR File No: P-000637

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston MA 02114-2119  
617-626-1250 617-626-1351 Fax  
www.mass.gov/dcr

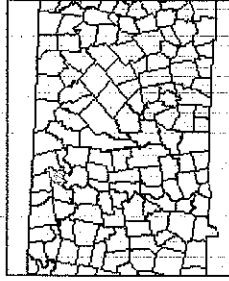


Deval L. Patrick  
Governor

Timothy P. Murray  
Lt. Governor

Richard K. Sullivan Jr., Secretary  
Executive Office of Energy & Environmental Affairs  
Edward M. Lambert Jr., Commissioner  
Department of Conservation & Recreation

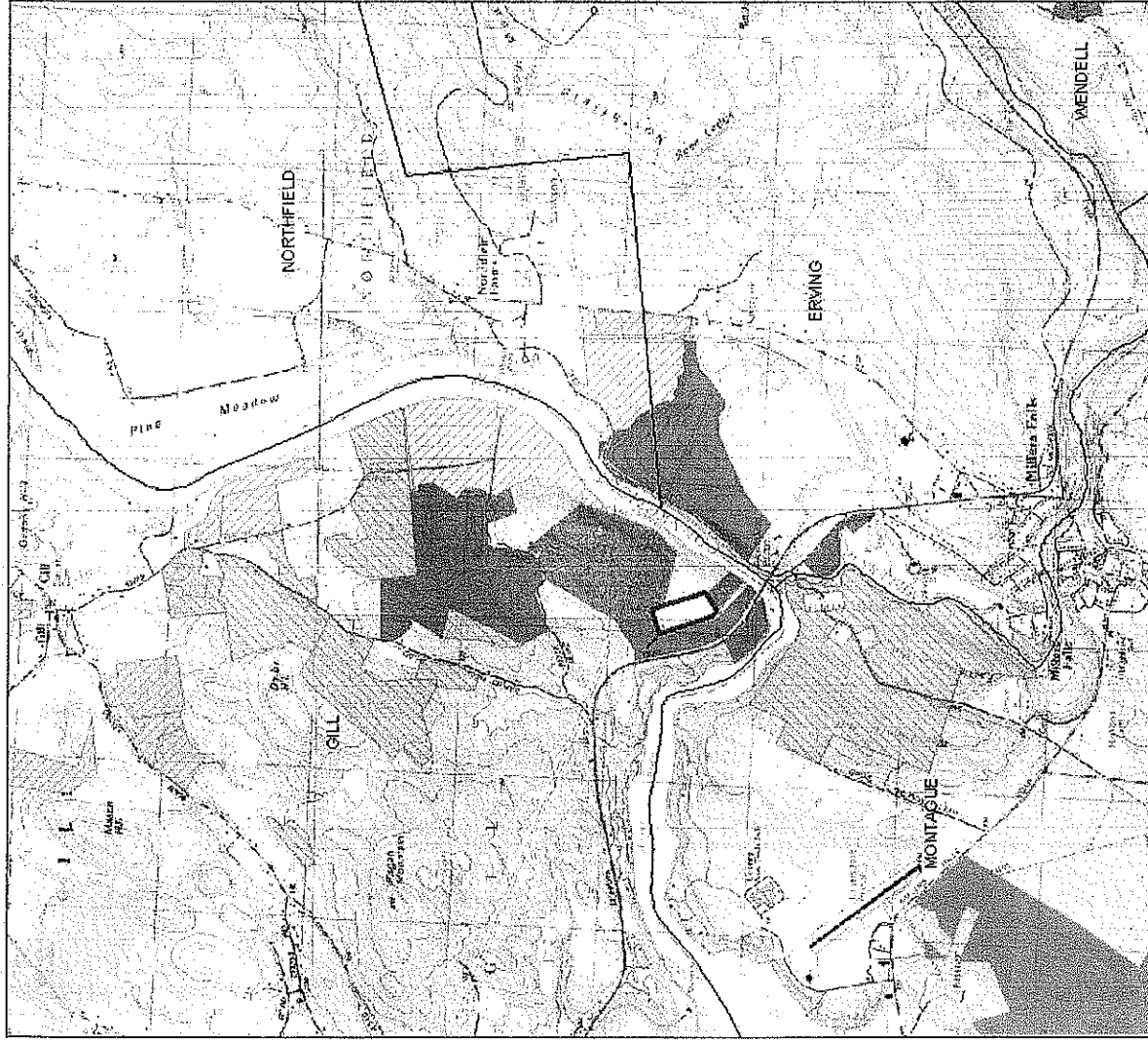
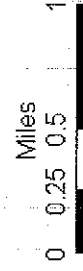
# EXHIBIT A



## Rosenlund Property Gill, MA

### Legend

	Rosenlund property
	Conservation Restriction
	Agricultural Preservation Restriction
	CR/APR Combination
	DCR-State Parks & Recreation
	DCRS/DFG
	Department of Fish & Game
	Municipal
	Land Trust
	Non-Profit
	Private




**120 DAY WAIVER FORM**

**BOARD OF SELECTMEN  
TOWN OF GILL, MASSACHUSETTS**

Pursuant to Code of Massachusetts Regulations Title 301 Chapter 50.0, et seq., I Ann H. Banash, Chairman, Gill Board of Selectmen, on behalf of the Board, hereby agree to waive the 120 day notice period as required by said Chapter, as to a parcel of land of approximately 15 ± acres in the Town of Gill, in which the Department of Conservation and Recreation is considering acquiring an interest.

Date: Sept 24, 2012

  
Chairman  
Board of Selectmen

DCR File #: S-000637



### CERTIFICATE OF ANNOUNCEMENT

In accordance with 301 CMR 51.00, et seq., the Town of Gill hereby certifies that on September 24, 2012, a public announcement was made at a regularly scheduled Board of Selectmen meeting of the Commonwealth's interest in acquiring approximately 15 ± acres of land, or other property interest, in the Town of Gill. A locus map marked "Exhibit A" showing the proposed acquisition is appended hereto.

Date: Sept 24

  
Chair  
Board of Selectmen

DCR File No: S-000637

August 29, 2012

Dear Selectboard,

It is with regret that  
I will be resigning from the  
Recreation Committee effective  
September 1.

Delora Loomer



# *Gill Fire Department*

196A MAIN ROAD • GILL, MA 01354-1805 • (413) 863-8955 • FAX: (413) 863-0126

September 20, 2012

Gill Selectboard:

On September 20, 2012 the Gill Fire Department Board of Engineers approved for appointment to the Gill Fire Department the following name(s). These appointments are contingent to a completed medical form.

Firefighter:

Kory Ryan

Junior Firefighter:

Fire Chief

Gene Beaubien

# TOWN OF GILL

MASSACHUSETTS



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

## **POLICY for DISPOSAL OF SURPLUS EQUIPMENT Less than \$5,000 value**

MGL c. 30B governs the methods by which surplus equipment no longer useful to a jurisdiction may be disposed of. Equipment includes motor vehicles, machinery, computer equipment, furniture and other inventoried materials and supplies, but does not include real property.

The value of a surplus item generally determines the method of disposal. For items belonging to the Town of Gill and valued less than \$5,000, the procurement officer shall dispose of the item or items using written procedures approved by the Selectboard. [MGL c. 30B, §15 (f)]

Methods of disposal for items valued less than \$5,000 shall be as follows:

A Department Head, Board, Committee, or Commission wishing to dispose of an item or items with a value less than \$5,000 shall submit to the Selectboard in writing a request to dispose of the item(s). The request shall include a description of the item(s), the age and condition, the reason for disposal, and the estimated value.

After consulting with the Department Head, Board, Committee, or Commission, the Selectboard shall make the determination that the item(s) are no longer needed and/or are being replaced, and shall determine the method of disposal. The determination shall be recorded in the Selectboard's minutes.

Disposal for items valued less than \$5,000 shall be limited to:

- Disposal of the item(s) as refuse or recyclable material.
- Offering the item(s) to other Gill Town departments, boards, committees, or commissions.
- Return to Donor - If the item(s) were a gift or donation from an individual, organization or business, the Selectboard may opt to return the item(s) to the individual, organization or business at no cost.
- Charitable Donations - With advance approval by a majority vote of Town Meeting, surplus equipment can be disposed of at less than fair market value to any organization that has an IRS tax-exempt status by reason of its charitable nature. [MGL c. 30B, §15 (g)]
- Offering the item(s) for sale or swap to other Massachusetts municipalities.
- Trade-In when making a purchase. IFB or RFP should specify the items to be traded in as part of the procurement. (Note that it may be more cost-effective to separate the transactions by selling the surplus item(s) through a bid or an auction before or after the new item(s) are purchased.
- Public Auction, Sealed Bid, or Yard Sale - Requires posting notice of sale (Town Hall bulletin board at a minimum, may also use Town website or other electronic media, or newspapers). Proceeds from the sale will be deposited into the General Fund.

The Selectboard may establish in writing any other appropriate method of disposal.

Adopted: September 24, 2012

Amended:

## Gill Surplus Equipment

Department:		Requestor's Name:		Date:	
-------------	--	-------------------	--	-------	--

<i>Department Head to Complete Next 3 Lines</i>			
Item & Description			
Age:		Condition:	
Reason for Disposal:		Estimated Value:	
<i>Selectboard to Complete Line Below</i>			
Date Declared Surplus:		Method of Disposal:	

<i>Department Head to Complete Next 3 Lines</i>			
Item & Description			
Age:		Condition:	
Reason for Disposal:		Estimated Value:	
<i>Selectboard to Complete Line Below</i>			
Date Declared Surplus:		Method of Disposal:	

<i>Department Head to Complete Next 3 Lines</i>			
Item & Description			
Age:		Condition:	
Reason for Disposal:		Estimated Value:	
<i>Selectboard to Complete Line Below</i>			
Date Declared Surplus:		Method of Disposal:	

<i>Department Head to Complete Next 3 Lines</i>			
Item & Description			
Age:		Condition:	
Reason for Disposal:		Estimated Value:	
<i>Selectboard to Complete Line Below</i>			
Date Declared Surplus:		Method of Disposal:	

<i>Department Head to Complete Next 3 Lines</i>			
Item & Description			
Age:		Condition:	
Reason for Disposal:		Estimated Value:	
<i>Selectboard to Complete Line Below</i>			
Date Declared Surplus:		Method of Disposal:	

Department	Item & Description	Age	Condition	Reason for Disposal	Estimated Value	Date Declared Surplus by SB	Method of Disposal
Highway	dump truck body, 5-7 yards, 10-foot, with hoist	1990	body is rusted, hoist still works	replaced with newer dump body	scrap value unknown, but less than \$5K. Bid recommended due to inability for Highway Dept to transport to scrapyard.		Bid
Fire	3/4-ton Chevrolet 4WD pickup truck w/ utility body. 74,237 miles.	1987	believed to still run	replaced with newer brush truck	unknown		Bid
Highway	Torwell Sander 24" bed conveyor	1983	still works	replaced with newer	unknown		Bid
Police	Konica 1290RE photocopier	old	doesn't work	junk	\$0		Junk
Various	CRT Computer Monitors - (4) 15" and (1) 18"	7+ years	believed to still work	replaced with newer	\$0		Junk
Various	(8) Computer CPUs without hard drives	5+ years	inoperable	replaced with newer	\$0		Junk
Town Hall	(10) wooden chairs	10+ years	as-is, some need repairs	not needed	\$20/lot		Bid, CL, Free cycle
Town Hall	Yack Wire 4-shelf unit, 24" wide	unknown	good	not needed	\$5		Bid, CL
Highway	pull-behind sweeper, hydraulic driven	old	fair, still functions	replaced with newer	\$500-\$1000		Logan first then Bid

# Disasters and Town Management



## What's the structure?

Date: 10/22/12

Time: 5:30–9:00 p.m.

### Basic ICS and EOC Operations:

Shelburne Fire Chief John Taylor, will teach FEMA Emergency Management Institute (EMI)'s "G402" course entitled "Incident Command System (ICS) Overview for Executives/Senior Officials." The seminar will then transition into a discussion of what goes on in an emergency operations center during a disaster and what role elected officials and town administrators may or may not play in an EOC. Butch Garrity, Dispatch Supervisor from Shelburne Control Dispatch Center, will also offer a brief summary of the role Dispatch plays as a coordination center for mutual aid, mass casualty responses, and public health emergencies.

## What do I say to the public?

Date: 11/5/12

Time: 5:30–9:00 p.m.

### Public Information Officer:

The select board chair or mayor is often considered a town's public information officer, since they are considered the top ranking official and someone who routinely interfaces with the public. Benefit from learning not only what it takes to be a good PIO, but also how to refer to someone else in the community who may be designated to play that role. Retired Shelburne Fire Chief and current public information officer for the Northwestern Massachusetts Incident Management Team, Terry Dun, will teach EMI's "IS-29" course entitled "Public Information Officer Awareness Training." This course is intended to provide an orientation to the public information function and the role of the public information officer in the public safety/emergency management environment. Additionally, Chief Dun will speak about the coordination between public information officers when there is a multi-jurisdictional event.

## OMG—the paperwork!

Date: 12/3/12

Time: 5:30–9:00 p.m.

### Documentation and Paperwork:

Representatives from MEMA and FEMA will teach participants what it means to declare a state of emergency and how one would go about doing so. They will also discuss what documentation during and after a disaster is necessary to provide a complete project worksheet for FEMA public assistance. Workshop instructors will then give an overview of FEMA's public assistance program, as well as other forms of assistance such as that available through the MA Department of Transportation, MA Department of Housing and Community Development, and the Natural Resources Conservation Program. Proper documentation of donations and volunteer labor will also be discussed. The MA Department of Revenue will provide guidance on financial regulations, such as emergency borrowing, and FRCOG's certified procurement officer will cover emergency procurement procedures. A representative from the Division of Open Government will speak briefly about how Open Meeting Law pertains to calling emergency meetings of public boards. The seminar will then transition into an overview of how table top exercises are conducted, giving attendees some familiarity with what to expect during the January tabletop.

## Let's put it to practice

Date: 1/19/13

Time: 10:00 a.m. – 3:30 p.m.

### Tabletop Exercise:

This exercise will give you an opportunity to practice the skills you learned in the seminar series, by running through a discussion-based exercise. The exercise scenario will involve a flood event occurring on the Deerfield River affecting Charlemont, Buckland, Shelburne, Conway, and Deerfield. The five towns' emergency operations centers are open and must coordinate their response and information disseminated to the public. Following the event, towns will have to determine what documentation is necessary and determine what types of public assistance they may be eligible to receive. **You must have taken all three seminars above, or have taken similar trainings in the past, in order to participate in the exercise.**

All classes and the exercise will take place at the Turners Falls Fire Station, 180 Turnpike Rd, Turners Falls. Light refreshments will be provided during the seminars; a full lunch will be provided during the exercise in January.



Tracy Rogers  
Franklin Regional Council of Governments  
12 Olive St, Ste 2  
Greenfield, MA 01301-3318

Phone: 413-774-3167 x118  
Fax: 413-774-3169  
Email: regionalprep@frcog.org

10936

TO Pete's fire Barn

ADDRESS

SHIP TO

ADDRESS

 FORM 46141®

**ORIGINAL**



10935

OUR FILE NO.			
Reg (			
CLAIM OR POLICY NUMBER			
DATE OF INSPECTION			
4/17/15			
HOURS	PART(S)	SUBLET(S)	
20'0			
1'6			
2'0			
1'0			
1'3			
5'0			
1'8			
3'5			
1'5			
5'0			
1'5			
5'0			
1'5			
13'5			3281-

ADDRESS

Dougs Auto Body

# FD Budget

REQ. NO.		FOR		DATE	
DATE REQUIRED		HOW SHIP		TERMS	
QUANTITY	PLEASE SUPPLY ITEMS LISTED BELOW			PRICE	UNIT
1					
2	Repair body Rust And				
3	Dings on Engine 1				
4	Quote done on 4/12/12			2854.00	
5					
6					
7	Requesting \$3000.00				
8					
9	APPROVED				
10	FROM				
11	NMH <i>lf</i>				
12				3000.00	

**IMPORTANT**

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND COPIES OF YOUR INVOICE.

*Edm Beaulieu*  
PURCHASING AGENT

 **7 Tops** FORM 46141®

ORIGINAL

[illegible]

THIS IS NOT A REPAIR AUTHORIZATION. NO SUPPLEMENT WITHOUT PRIOR APPROVAL.

Printed in USA

9/24/2012

Amount Available for Supplemental: 14,497

Remaining to Spend (SB): -

	Town Meeting Allocation	Needs Based Budget Request	Difference	Selectboard Recommend	Fin Com Recommend	Notes
Unbudgeted COLA	-	90	90	90		
Unbudgeted interest	-	99	99	99		
Cemetery	4,100	4,500	400	400		
Library - salaries	13,072	14,000	928	928		
Library - materials	2,835	-	-	-		
Library - Extra hours	-	1,905	1,905	1,905		
Fire	67,767	74,926	7,159	-		
Highway	209,554	231,085	21,531	-		
Police	181,827	185,872	4,045	-		
Trees & Forestry	3,000	6,700	3,700	3,000		
General Stabilization	-	-	-	8,075		
Total			39,857	14,497	-	

## Library - Supplemental Budget &amp; Impact on Required Spending on Materials

9/24/2012

current	extra hours	extra salary	extra salary & hours
19,707 ATM	2,540 4 hours/week	800 hours/year	
460 COLA	0.75 3/4 year remains	diff betw current 15.45 &	
800 Dog	1,905 cost of hours	1.16 Pers 4-B of 16.61	
1,781 State Aid	22,748 Base Total	928 cost of raise	1,905 cost of hours
22,748 Base Total	24,653 Total	22,748 Base Total	928 cost of raise
0.2	0.2	23,676 Total	22,748 Base Total
4,550 20% mat'l's	4,931 20% mat'l's	0.2	25,581 Total
(2,835) mat'l's	(2,835) mat'l's	4,735 20% mat'l's	0.2
(800) dog	(800) dog	(2,835) mat'l's	5,116 20% mat'l's
(1,100) State Aid	(1,100) State Aid	(800) dog	(2,835) mat'l's
	budget shortfall in	(1,100) State Aid	(800) dog
	mat'l's spending	0 OK	(1,100) State Aid
(185) OK	196 mat'l's spending		budget shortfall in
			mat'l's spending
			381 mat'l's spending
	(per Lissa - shortfall can be covered, this year)		(per Lissa - shortfall can be covered, this year)