

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

January 30, 2013

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

Present: Ann Banash (remote), Randy Crochier, and John Ward, Selectboard members; Ray Purington, Admin. Assistant; Janet Masucci, Claire Chang, and Bill LeBlanc.

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

WMECO/Verizon Pole Hearing: Bill LeBlanc from WMECO presented the Board with a request to install a jointly owned utility pole along French King Highway to provide streetlight coverage at 235 French King Highway. The floodlights on the current poles create a glare for drivers on Route 2. LeBlanc noted that he had received a list of "double" poles from Gill's Highway Superintendent, and stated that a contractor is scheduled to start pulling the obsolete poles next week. John made a motion, seconded by Ann, to approve the application for the new utility pole. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. 4:40pm Bill LeBlanc left the meeting.

Special Senate Election: Town Clerk Lynda Hodsdon Mayo joined the meeting and provided an update on the likelihood of a Special Election to fill Senator Kerry's seat, should he be confirmed as the next Secretary of State. The State Elections Division is already floating June 25 and July 2 as possible dates for the election, and there will be primary election as well. There is a possibility that Gill's annual Town Election could be combined with the Special Election, however, at this time Lynda recommends following Montague's plan, and hold three separate elections (primary, town, and special). As more information develops, Lynda will keep the Board informed.

S.A.F.E. Grant: The Board reviewed a grant award of \$3,725 from the Massachusetts Department of Fire Services to the Gill Fire Department to provide fire awareness education programs to Gill students. Ann made a motion, seconded by John, to accept the grant and authorize John to sign the grant contract on behalf of the Town. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative, the grant was signed, and the Town Clerk applied the town seal to the necessary form.

Use of Town Hall as a Voting Location: As a followup to a discussion about pros and cons of moving the Town's voting location from the Fire Station to the Town Hall (meeting of 11/19/12), Lynda arranged to have a State Elections Specialist survey the Town Hall to ensure compliance with accessibility requirements. A copy of the survey report was presented. Lynda noted that two of the "violations" – a 36" wide path of travel in front of the elevator and on-call elevator service on Election Day – are non-issues. The cardboard box in front of the elevator was temporary and had already been removed before the survey letter was received. The Town's elevator maintenance contract provides for on-call service.

As there had been some confusion in the press coverage of the 11/19 meeting, Lynda emphasized that moving voting away from the Fire Station is NOT her idea. She has received a lot of feedback from residents who are concerned that the Town Hall will be inconvenient for voting. Resident Janet Masucci commented that the Fire Station is "stinky" from vehicle odors, and that odor-sensitive voters may be uncomfortable there. Randy emphasized that discussing the voting location was his suggestion, and that he's not looking for an immediate change, but does want the idea explored.

As a next step, Lynda will ask other Town Clerks if their towns are using Fire Stations and/or Emergency Operations Centers as voting locations. She will collect the responses and report back at a later date. (4:55pm Chris Curtis joined the meeting.)

Approval of Minutes: John made a motion, seconded by Ann, to approve the minutes of 1/11/13. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

Project Updates: All necessary documents have been received from RCI Roofing, and the contract for the Town Hall roof replacement has been signed. A pre-construction meeting will be scheduled sometime in March. The Highway Superintendent will be meeting with Tognarelli to figure out a solution for providing heat to the Fire Department training room, as the new unit heater is too noisy. It was suggested that since a wall-mounted radiator previously heated the room and was removed during the boiler project, that perhaps a radiator makes sense.

FirstLight Relicensing: The Selectboard will meet with the Conservation Commission on February 5th. The two groups will discuss topics to include in a letter to the Federal Energy Regulatory Commission. The letter will outline the Town's position on requests for studies to be conducted in advance of FERC's relicensing of FirstLight.

Municipal Aggregation of Electricity: The Board reviewed the final draft of an agreement between the Town and the Hampshire Council of Governments (HCOG) that will enroll Gill into HCOG's Municipal Aggregation program. Permission to enter the agreement was granted at the 2011 Annual Town Meeting, and after many months of slow back-and-forth with Town Counsel and the HCOG, the agreement is complete.

Once the program is approved by the Mass. Department of Public Utilities, all residential and small business electrical customers in Gill will be automatically enrolled to have the HCOG as their supply service on their electric bill. There will be an option to opt out of the program. By aggregating the electricity demand of 36 towns and over 150,000 people, the HCOG will be able to purchase and supply electricity at lower rates than these customers usually receive.

Ann made a motion, seconded by John, to authorize Randy to sign the Municipal Aggregation agreement with the HCOG. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

Ray also noted that the HCOG is in the process of launching their Hampshire Solar program, which offers to municipalities net-metered solar power, and should provide electricity at substantial savings over WMECO's default rate. As more information becomes available, it will be presented to the Board.

FRCOG DLTA Funding Requests: The Board reviewed a proposed list of town and regional projects to be submitted to the FRCOG for consideration for District Local Technical Assistance funds (DLTA). This is an annual allocation of funds the FRCOG receives from the state, and in the past it has provided money to update Gill's Open Space Plan, Hazard Mitigation Plan, Solar Zoning Bylaw, and Subdivision Regulations, to name a few.

The Board discussed the merits of each proposed project and developed a ranked list (attached). A project to conduct a study of regionalized fire protection services, which was proposed by the Franklin County Fire Chiefs Association, was thought to have merit, but was kept as a "TBD" until the Board can hear the opinion of Gill's Fire Department.

Boyle Lot Lease: The Board reviewed the bids for a 1-year agricultural lease of the Town's Boyle Lot. Brian Peila, the operator of the Zak Farm, made the high bid of \$155 per year. The second year is at the Town's option, as the property is also being considered for the location of a new cemetery. John made a motion, seconded by Ann, to accept the bid from Brian Peila and to sign the lease. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

Green Community Grant: The Town has received the first 25% distribution of the Green Community (GC) grant from the state - \$34,975. The Board reviewed and signed two purchase orders from the GC grant - \$370 to Capitol Promotions for 100 lawn signs, and \$2,202.75 to J&L Moving Supplies for five bicycle racks.

Ray reported on a Owner's Agent Technical Assistance grant program that was learned about this afternoon in an email from the Department of Energy Resources (DOER). Grant awards can be for a maximum of \$12,500 and one of the allowed uses is to conduct ASHRAE Level 2 audits - like the one the Town is planning have performed by Bart Bales of Bales Energy Associates. Grant applications will be accepted beginning at 9:00AM on Monday, February 4th, and will generally be awarded on a first-come basis to eligible and complete applications.

DOER has confirmed that the Town may proceed with signing a contract with Bales before the OATA grants are awarded, so long as if a grant is received, audit work does not commence until after the Town signs DOER's grant contract. The Selectboard encouraged Ray to apply for the grant, as it has the potential of allowing the \$9,340 that would have come out of the GC grant to pay for the audit to instead be used to make energy saving improvements to the town buildings.

The Board reviewed the proposed contract between the Town and Bales Energy Associates. The contract price is \$9,340 to conduct an ASHRAE Level 2 audit of the Town Hall, Slate Memorial Library, and the Riverside Municipal Building. The contract has already been reviewed by Town Counsel. Ann made a motion, seconded by Randy, to authorize John to sign the contract with Bales Energy Associates. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. Claire Chang and Janet Masucci left the meeting.

Green River Honda License Renewal: Ray reported that Steve Luzi, owner of Green River Honda, has submitted all of the necessary paperwork and payments needed in order to renew his Class I automobile dealer's license. Ann made a motion, seconded by John, to grant the renewal. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

As all of the Town's other nine Class licenses were renewed on time (prior to January 1, 2013), and since this is the third consecutive late renewal for Green River Honda, it was requested that the renewed license be accompanied by a letter notifying Mr. Luzi that future late renewals will not be accepted, and that his license will be allowed to lapse and he will need to go through the process for a new license.

Town Counsel will also be contacted to determine if there is any statutory amount of time that must pass before a late renewal can become a lapsed license. The option of a late fee for tardy renewals will also be explored.

Gill Tavern Liquor License Transfer: The ABCC has notified the Town that they have approved the liquor license transfer from Franklin County Brewing Co (Alden Booth & Lissa Greenough) to Unadilla, Inc. (Laura Carboni & Chris Pietras). As the Board had previously approved the transfer, no vote was required, and the new license was signed.

Personnel Committee COLA Recommendation: The Board received notice from the Personnel Committee that it is recommending a 1.7% COLA for FY14. This amount follows the increase being given by Social Security in 2013. The Committee also recommended that the Personnel Handbook be amended to include Social Security as another data source for it to use when it considers increases to wages and salaries.

Review of Stipends: The Board received an invitation from the Personnel Committee to their meeting on February 21st. As outlined in the Town's Personnel Policies, at that meeting the Committee will be reviewing the salaries and stipends of "those who serve in offices filled by popular election."

Comcast Correspondence: The Board read a letter from Hoe Shop Road residents Steve and Debra Schechterle in which they asked for assistance in determining the process for getting Comcast to extend its lines further out that road in order to provide service at their home. They cited the critical need to have internet service to their home office in order to run their business. Ray has already forwarded the letter to Aaron Saunders, Comcast's Manager of Government and Community Relations. A copy of the letter will be placed in the file for the upcoming negotiations with Comcast for the renewal of their cable license.

Appointments: John made a motion, seconded by Ann, to appoint Laura Carboni to a 3-year term to the Cultural Council. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. John made a motion, seconded by Ann, to appoint Don Kruger and Janice Giverson to the Cable PEG Access Committee through 6/30/13. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

New England Relay: The Board reviewed a request from the Community Running Association for approval of a 24 hour relay running race that will come through Gill on June 22-23, 2013. This is the second or third time this race will have travelled through the town. There were no objections from the Police, Fire, and Highway Departments, and the Board raised no objections to the request. They noted the same three comments and conditions as in prior years: there may or may not be a police officer on duty when the race passes through Gill; no race markings are to be painted on the roads; and any race signs are to be removed from the roadsides within 10 days of the race. Ray will notify the race organizers.

GMRSD Compact: The Board will attend a February 8th meeting of all the parties to the 2010 Compact for Funding Education – Gill-Montague Regional School District. The meeting will take place at the Montague Public Safety Complex and will be a posted meeting for the Selectboard. There was a strong feeling from the Board that the Compact is still vitally important to the financial stability of the District and the two Towns, and that the work of the Compact is not completed. John made a motion, seconded by Ann, that the Selectboard continue to strongly support the original Compact and the original Table B. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

Agricultural Commission Use of Town Hall: The Board had no objections to the Agricultural Commission's plan to show a maple sugaring movie at Town Hall on February 27th at 6pm. Steve Damon, Chair of the AgCom will be responsible for the event, which is only expected to draw a dozen people.

Warrant: The Board reviewed and signed FY 2013 warrant #16.

6:35pm Energy Commission members Claire Chang, Tupper Brown, Pam Lester, and Janet Masucci joined the meeting. Police Chief David Hasting and Sergeant Chris Redmond joined the meeting. Ronnie LaChance joined the meeting.

Police Cruiser: The Selectboard met with the Gill Police Department and the Gill Energy Commission (GEC) to continue the discussion of the purchase of a new police cruiser. Tupper Brown read aloud a statement by the GEC outlining its strong support for a 2013 Ford Fusion Hybrid as Gill's next new cruiser. Members of the GEC also commented that there is another possible hybrid cruiser – a GM Malibu Eco, which gets 35 mpg city/40 mpg highway, and is supposedly on the list of cars for the Massachusetts State Police. A GM dealer is willing to bring one to town for a viewing next week.

Chief Hastings read aloud a statement from the Gill Police Department recommending the purchase of a 2013 Ford Utility Interceptor. Although not mentioned in the statement, it is the SUV Interceptor which is being recommended. The Chief noted that MHQ, the primary vendor for "state bid" police cruisers, has not had any orders for frontline Fusion cruisers. He stated that the City of Northampton recently decided to get three new Interceptor SUV cruisers.

Although not referenced during the meeting, the Selectboard, PD, and GEC had also been provided copies of letters from Gill residents Ted Castro-Santos and Joanna Frankel & Max Brody. These letters were in support of "getting a fuel-efficient cruiser" and "purchasing a Ford Fusion Hybrid," respectively.

The Chief reminded everyone that except for Sergeant Redmond and him, no one in the room does police work for a living. He asked the Selectboard to make a decision about the cruiser tonight, as the debate has been going on since June.

The safety ratings for cruisers were discussed. The Fusion has a "4" rating, and the Crown Vic cruisers are a "5". There was some debate as to the meaning of safety ratings and possible recent changes to the test procedures.

When asked by the Sergeant why the hybrid Chevy Tahoe cruiser was removed from consideration, the response was that its price is too high for the extra little fuel efficiency that is gained.

John referenced the GEC statement, and that it "says a lot to him." Anything he can do to change the path we're on (toward climate warming) makes sense to him. He asked others in the room to weigh in with their opinions.

Tupper Brown suggested that it's close to being too late to reverse climate warming, but if that reversal is going to occur, it needs to begin locally. Local action will set local examples. "Let's be an example."

In reference to the fact that there are no other Fusion Hybrid frontline cruisers in the area, Sergeant Redmond stated that Gill cannot afford to be the experiment with this purchase. Others countered that Gill can't afford not to take the lead and set an example.

John offered the new idea of using the new cruiser as an administrative vehicle, for going to training events, meetings, court, etc. It could also be used by other departments for travel and errands. The Chief and Sergeant would each drive one of the existing Crown Vic cruisers, and the part-time officers would use the hybrid cruiser. Both Ann and the Chief raised concerns with not being able to fit and/or find mounting kits to install an in-car computer in the Fusion.

Randy commented that he has seen and sat in all of the cruiser models that are being discussed. In his opinion, there is no vehicle being made today that makes a good police cruiser. He noted that the Fusion has very good gas mileage, but he has concerns about its safety. For the Interceptor, it has good safety features (better braking system and is built for the strength and ability of being a cruiser), but its gas mileage leaves much to be desired. (Ronnie LaChance left the meeting at 7:15pm.)

The Sergeant re-emphasized officer safety as major factor in recommending the Interceptor. Rear-end collisions into a cruiser during a traffic stop are a reality, and he believes the Interceptor is better built to provide safety to the officer inside.

Ann commented that the safety of Gill's officers is a primary factor in her decision. She also relies on the experience of our two officers. These are two major reasons why she is backing the recommendation of the Police Department to purchase an Interceptor SUV.

John stated that he would not be asking for the Fusion if he felt it was unsafe in any way. He has the highest respect for Gill's officers and highly values their safety. Ann commented that if all of the models being considered are equal in performance and safety as cruisers, then for her, the tipping point in the decision is the experience and advice of our Police Department.

Janet Masucci asked if more time could be taken to do further research on the safety ratings. The Chief noted that the crash ratings developed by the Michigan State Police are the only valid ones to look at for vehicles being used as cruisers. The MSP has not done crash tests on the Fusion. It is believed that the MSP will test any vehicle that is submitted, and that Ford has not submitted a Fusion. The Sergeant asked if the Fusion's warranty covers commercial use. Tupper Brown encouraged the Police Department to continue to make the effort to determine how a Fusion could be outfitted and equipped as a cruiser.


Randy stated that at this time the only cruiser he will support is the Interceptor SUV. While mileage is important, it is not as important as the other factors that have been mentioned.

Ann made a motion, seconded by Randy, to purchase the Interceptor SUV for the Police Department. Ann – yes; John – no; Randy – yes. The motion passed 2-1.

Chief Hastings thanked everyone who was involved in the process of researching and selecting a cruiser. While he believes in fuel economy and hybrid technology, to him the hybrids are not yet ready for use as front line cruiser. The Department will continue to follow developments in hybrid cruisers, and he believes it is very likely the next time Gill replaces a cruiser, it will be a hybrid that is purchased.

Adjournment: The Selectboard meeting adjourned at 7:46pm.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



John R. Ward, Selectboard Clerk

Bwn

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of the Town of **Gill**, Massachusetts

**WESTERN MASSACHUSETTS ELECTRIC COMPANY AND
VERIZON NEW ENGLAND, INC.**

Pole Hearing
Jan 30 @ 4:30 pm

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

French King Highway: Place one (1) jointly owned mid-span pole, numbered 17/61M, on the Northerly side of the French King Highway, approximately nine hundred forty feet (940'), going in the Westerly direction from the centerline of Pisgah Mountain Road.

Reason: To provide streetlight coverage for the abutter's business. The current manner of providing streetlight coverage causes distraction for night time drivers on the French King Highway.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **6F220830**.


Also for permission 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 of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

WESTERN MASSACHUSETTS ELECTRIC COMPANY

By 
Company Representative

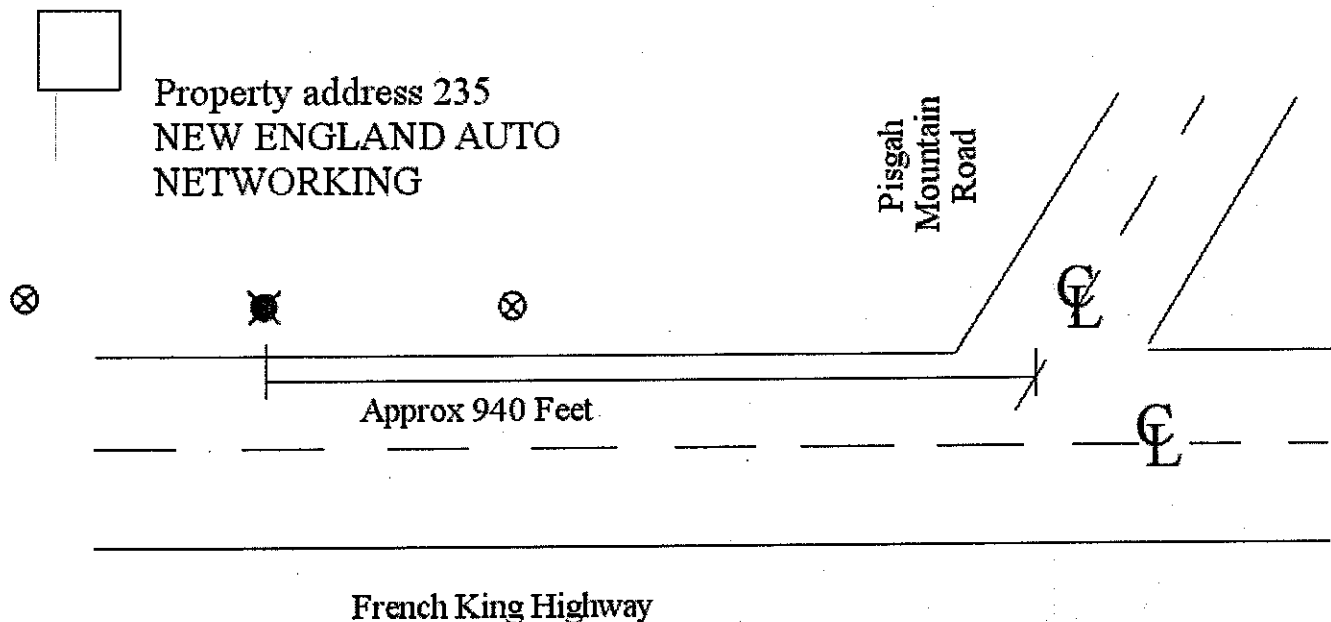
VERIZON NEW ENGLAND, INC.

By 
Manager Right-of-Way

Dated this 8th day of November, 2012.

WESTERN MASSACHUSETTS ELECTRIC COMPANY	TOWN Gill, MA
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	STREET French King Highway

DP84 REV. 2-82



PURPOSE AND DESCRIPTION: Inst a mid-span pole 17/61M on the Northerly side of French King Highway, approximately 940 feet in an Westerly direction from the center-line of Pisgah Mountain Rd. to provide streetlight coverage for the abbutter's buisness. The current manor of providing streetlight coverage causes distraction for night time drivers on the French King Highway.

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		UG. PRIMARY CABLE		
	EXISTING W.M.E.CO. POLE TO BE MADE JOINT		UG. SECONDARY CABLE		
	EXISTING FOREIGN POLE TO BE MADE JOINT				
DRAWN BY LEBLANC	ACTIVITY NRLO	W.O.# 6F220830 W.R.# 2027496	DISTANCES ARE APPROXIMATE NOT TO SCALE	DATE NOV 8, 2012	PETITION NO.

Town ~~FE~~
~~Return to~~
~~Office~~

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 23rd day of October, 2009.

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 – **6F220830** 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:

French King Highway: Place one (1) jointly owned mid-span pole, numbered 17/61M, on the Northerly side of the French King Highway, approximately nine hundred forty feet (940'), going in the Westerly direction from the centerline of Pisgah Mountain Road.

Reason: To provide streetlight coverage for the abutter's business. The current manner of providing streetlight coverage causes distraction for night time drivers on the French King Highway.

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 30th day of January, 2012. ³

John R. Ward
Clerk of Selectmen

We hereby certify that on January 30th 2012, at 4:30 o'clock PM, at 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.

John R. Ward
TRP

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**, ³ Massachusetts, on the 30th day of January 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:

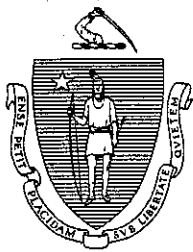
Sylvia Hodsdon Mayo
Town Clerk

Double Pole Locations in Gill

1/23/2013

Attn: Bill L.

Road	Wmeco #	Verizon #
Main rd	79	103
Main rd	23/85	568/109
Main rd	23/93	568/116
Main rd	23/107	568/130
Main rd	23/113	136
Main rd	121	144
Main rd	126	149
Main rd	23/26	56
Bascom rd	9	145 Single pole
Bascom rd	04/16	10
Franklin rd Ext	16/21	
French King Hwy	17/16	
French King Hwy	17/16	16/8
French King Hwy	17/9	131
French King Hwy	17/8	14/21
French King Hwy	17b/17	9
French King Hwy	17/7	



DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LT. GOVERNOR

MARY ELIZABETH HEFFERNAN
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



STEPHEN D. COAN
STATE FIRE MARSHAL

January 11, 2013

Chief Gene Beaubien
Gill Fire Department
196A Main Road
Gill, MA 01354-1805

Dear Chief Beaubien:

I am pleased to inform you that your FY 2013 Student Awareness of Fire Education (S.A.F.E.) grant application has been approved for funding. The Gill Fire Department has been awarded \$3,725.00 in state funds.

Please return the enclosed *contract form and the contractor authorized signatory listing form* (where the municipality says who is authorized to sign contracts on its behalf) to the Department of Fire Services (DFS) to the attention of Fiscal Affairs by February 1, 2013. Once these documents have been received, DFS will sign the contract and send you a copy. Fire departments may only begin to incur costs upon receipt of the executed contract. Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed in February 2013.

All grantees were required to submit the FY 2012 year-end report to DFS by December 31, 2012. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any FY 2011 funds (or any prior year) remaining after December 31, 2011, or if an extension was received, after June 30, 2012, must be returned to the Commonwealth.

Eighteen years ago, the fire service advocated to the legislature for the creation of the S.A.F.E. Program. Since that time we have reduced average annual child fire deaths by 70%. I thank you for your commitment to the S.A.F.E. Program and for your continuing efforts to raise a fire safe generation of children. If you have any questions, please feel free to contact Jennifer Mieth at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Stephen D. Coan
State Fire Marshal

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Gill Fire Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4,T&C): 196A Main Road, Gill, MA 01354-1805		Business Mailing Address: State Road, P.O. Box 1025, Stow, MA 01775	
Contract Manager: Chief Gene Beaubien		Billing Address (if different):	
E-Mail: firedept@gillmass.org		Contract Manager: Sheila Remondi	
Phone: 413-863-8955	Fax: 413-863-0126	E-Mail: Sheila.Remondi@state.ma.us	
Contractor Vendor Code: VC6000191798		Phone: 978-567-3149	Fax: 978-567-3144
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number: SAFEGRANT	

<p><input checked="" type="checkbox"/> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: ____ 20 ____</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (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). \$3,725.00.

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.) SAFEGRANT. This contract is for grant funds from the Student Awareness of Fire Education (S.A.F.E.) Grant program administered by the Department of Fire Services.

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 ____ 20 ____, 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, 2023, 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>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u>John R. Ward</u> Date: <u>1/30/13</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>John R. Ward</u></p> <p>Print Title: <u>Selectboard Clerk</u></p>	<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: _____</p>
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The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Elections Division

22 January 2013

Ms. Lynda Hodsdon-Mayo
Town Clerk
325 Main Street
Gill, MA 01354

Dear Lynda,

I am writing to follow-up the survey of the proposed polling location I conducted on Tuesday, December 18, 2012. Specifically, I surveyed the Gill Town Hall located at 325 Main Street in Gill to ensure compliance with the Polling Place Accessibility for Elderly and Handicapped Voters regulations. 950 C.M.R. § 51.00, *et seq.*

During the survey, I reviewed a number of issues, including site access, parking, entrance and building interior. After a thorough review of the Gill Town Hall, it appears that this proposed polling place does not meet the regulations governing accessibility of polling locations at this point in time but please see notes for further information and needed follow-up to ensure compliance.

Please see the attached report indicating whether or not the locations complies with 950 CMR § 51.00. For those polling places that are non-compliant, the specific deficiencies are identified. To help you understand the enclosed report, the following explains the column titles.

Municipality: The city/town of the polling locations.

Polling Location: The actual location of the polling place.

Ward: The ward of the polling location.

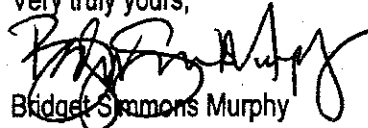
Precinct(s): The precinct(s) of the polling location.

Location Complies: If yes, the polling location meets the requirements of 950 CMR § 51.00. If no, the polling location does not meet the requirements of 950 CMR § 51.00.

Violation Category: Of this column has data, then the notes include information regarding the reason the polling location does not meet the requirements of 950 CMR § 51.00.

I hope you find this helpful. I thank you for all of your hard work ensuring that the polling location in the town of Gill is accessible for all voters.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bridget Simmons Murphy", written over the typed name.

Bridget Simmons Murphy
Elections Specialist
Enc.

cc:

Michelle Tassinari, Director/Legal Counsel, Elections Division, Office of the Secretary of the Commonwealth

Jeffrey Dougan, Assistant Director for Community Services, Massachusetts Office on Disability

Massachusetts Polling Place Accessibility Survey Results

<u>Municipality</u>	<u>Polling Location</u>	<u>Ward</u>	<u>Precinct</u>	<u>Location Complies</u>	<u>Violation Category</u>	<u>Violation Notes</u>
Gill	Town Hall, 325 Main Street		01	No	Site access	My first concern was the Winter Parking Advisory sign in the window (see attached picture) near the accessible parking spots. Although there seems to be additional parking near the church and in the front of Town Hall for the main entrance to Town Hall (see pictures) this is still a concern for the accessible parking spot and the van accessible parking spot near the accessible entrance during the winter months.

Building Interior

Upon entrance through the accessible door there did not appear to have a 36 inches wide path of travel to the elevator. This could be addressed by moving the boxes and filing cabinets near the door way.

Staff at Gill Town Hall measured and confirmed there is no issue here.

Elevator

The elevator does appear to meet the guidelines yet I would ensure that it is functioning properly and there is on call service available all day on Election Day for any issues that might arise.

22 January 2013

Elections Division, Office of the Secretary of the Commonwealth of Massachusetts
William Francis Galvin

ELECTRICITY AGGREGATION AGREEMENT

01 Agreement Date

This agreement made this 30th day of January, 2013, by and between the Hampshire Council of Governments, 99 Main Street, Northampton, MA 01060 (hereinafter, the "Hampshire Council") and the Town of Gill, 325 Main Road, Gill, MA 01354 on behalf of itself and any municipal light department created or to be created by the Town (hereinafter, the "Town") as represented by the Board of Selectmen / Municipal Light Board acting for and in behalf of the Town/ Municipal Light Board who signs these, presents, in their official capacity, and incurs no liability in their individual capacity. The term of this inter-governmental agreement shall begin as of the date above and shall terminate five years as of the date of final approval by the DPU; provided the agreement shall automatically extend for an additional five years unless either party serves written notice of cancellation 90 days prior to the end of the initial term hereof. It is agreed that the responsible parties to receive any notices under this contract are:

John O'Rourke (413) 584-1300 Ext. 150, jorourke@hampshirecog.org for the Hampshire Council, and **Ray Purington (413) 863-9347, administrator@gillmass.org for the Town,** both at the addresses given above.

02 Scope of Services

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

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

03 Development of Plan

Pursuant to Section 134 of Chapter 164 of the General Laws, the Hampshire Council, in consultation with the Massachusetts Department of Energy Resources (hereafter "DOER") and DPU, will continue to develop and support the plan for review by residents of the Town, detailing the process and consequences of the aggregation of electricity. The Town agrees the Hampshire Council may modify the plan pursuant to comments by DOER, the DPU or others; however the Town shall be notified within 30 days of any modifications.

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

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

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

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

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

05 Development of Service Plan

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

06 Implementation of Municipal Aggregation for All Customer Classes

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

07 Preparation and Issuance of an RFP for Supply of Power

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

08 Negotiations for Power Supply Contract

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

09 Billing

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

10 RFP Process

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

11 Public Education

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

12 Legal Assistance

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

13 Oversight of Project

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

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

14 Schedule

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

15 Maintenance of Effort

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

16 Summary of Responsibilities

The Hampshire Council shall, if not hereinbefore required:

- a) Analyze the electrical load data for all consumers of electricity in the Town; and,
- b) Prepare the Request for Proposals for a competitive Provider of electricity; and,

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

17 No Cost to the Town

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

17.5 Indemnification and Insurance

The Town shall indemnify the Hampshire Council from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

The Hampshire Council shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Hampshire Council's performance under this agreement but only to the extent and in an amount for which the Hampshire Council would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the Town and the Hampshire Council have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The Hampshire Council and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury,

death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$1,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this contract.

18 Amendments

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

19 Termination for Errors

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

20 Termination, Other

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

21 Assignment Prohibited

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

22 Entire Agreement Clause

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

23 Severability

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

24 Agreement


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

25 Duration of Contract

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

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

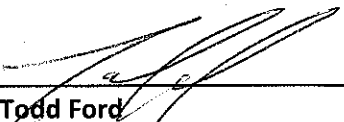
TOWN OF GILL


BY: RANDY CROCHIER
SELECTBOARD

As authorized at a posted meeting of
the Board of Selectmen held

on 1-30-13, 2013

HAMPSHIRE COUNCIL


BY: Todd Ford
Executive Director



2013 Local Technical Assistance Request Form

Please mail, fax to (413-774-3169) or scan and email to walker@frcog.org by February 1, 2013.

Town: Gill

Name and Title of Person Filling out Form: RAY PURINGTON, ADMIN ASS'T.

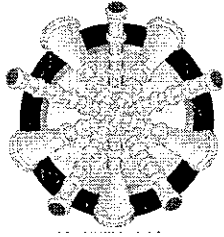
Date: 1/31/13

PLANNING PROJECTS -- Please priority rank the projects in which your town is interested	
Rank	Project
	Housing Production Plan. A 5-year plan that outlines strategies to increase affordable housing (as defined Chapter 40B) and gives a town more control over comprehensive permit applications.
	Downtown or Village Center Master Plan. Mixed use, economic development and housing plan including the identification, assessment and mapping of Priority Development Areas and action steps for implementation.
3	Zoning Bylaws. Development of zoning bylaws for village center/ mixed use districts, low impact development, affordable/work force housing, clean energy, or telecommunications facilities. <i>Siting of marijuana dispensaries.</i>
	Chapter 43D Expedited Permitting Program Technical Assistance.
	Open Space and Recreation Plans. Updating of expired plans. <i>Due to contract requirements, work on OSRPs will be limited.</i>
	Green Communities (GC) Act Technical Assistance. Assistance in meeting the GC criteria for towns seeking Green Communities designation including the development of renewable energy facility bylaws and energy use baseline inventories and reduction plans. <i>Due to contract requirements, work on Green Communities will be limited.</i>
2	Other planning. <i>Convert 1950s & 1980s school blueprints into digital format for use w/ security planning. (Either scan or re-draw.)</i>
1	Other planning. <i>Assist Hampshire COG with providing support & technical assistance during review of proposals received in Municipal Solar RFP.</i>

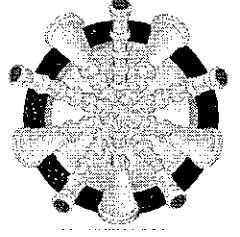
Continued on back of this page

REGIONAL PROJECTS - Please priority rank the projects in which your town is interested	
Rank	Project
3	Select Board Continuing Education Workshops. Continue to offer workshops to Select Board members including municipal budgeting process, insurance & liability / risk management / IT security, Select Boards and decision making, emergency services & public safety regulations.
	Regional Senior Center Services. Explore ways to increase efficiency, expand services and improve transportation services at Senior Centers.
2	Broadband Adoption. Continue broadband adoption efforts including providing municipalities with detailed information about last mile provider options, market municipal needs to last mile providers, regional aggregation and procurement of broadband services, etc.
	Regional IT Analysis. Conduct a study to determine how municipalities can potentially utilize the MassBroadband 123 network and State Data Center to upgrade computer systems and networks, store and secure data off-site, share software and systems for cost efficiency, etc.
4	Expand the Online Permitting Program. Expand online permitting program to focus on public health to allow towns to track, accept payment for and issue board of health permits and licenses.
6	Regional Public Health Policies/ CPHS District Expansion. Develop and implement health policies, including fees and regulations, for the Franklin County Cooperative Public Health Service, and support new towns joining.
5	Conference on the Aging of Franklin County: Plan and hold a conference, working closely with Councils on Aging, local senior centers, and Franklin County Home Care Corporation, on aging and what it means for municipal governments and town services in Franklin County. The goal of the conference would be to develop action steps to help municipalities serve the county's aging.
	Regional School Transportation Bid. Conduct a regional regular school transportation bid for all or most Franklin County School Districts.
	Regional Debris Management Plan. Finalize the Franklin County Regional Debris Management Plan to dispose of disaster-related debris after an event, including identification and municipal acceptance of regional collection areas and pre-vetted debris removal and monitoring contractors.
	Multi-Town Emergency Management Director Task Sharing. There are two avenues to explore: assistance regionally for administrative tasks or explore the institution of a regional emergency management director that handles administrative tasks between disasters and serves multiple contiguous towns during a disaster. This work would run in concurrence with a study the regional Homeland Security council is performing on the institution of a multi-agency coordination center.
	Cooperative Purchasing Opportunities: Expand cooperative purchasing opportunities within the region's municipalities and school districts including but not limited to a regional Classification and Compensation Study for Town employees and coordination of a regional Liability and Property Insurance Bid for school districts. <i>Other cooperative purchasing suggestions:</i>
	Emergency Resource Inventory Collection: Assistance in filling in MEMA's Resource Management System with inventory from each town so that responders may see and request resources from nearby towns directly during a disaster, rather than contacting MEMA.
1	Other shared services. Technical support for Towns & Conservation Commissions relating to First Light's FERC relicensing of Northfield Mountain, TF Dam, & Cabot Station.
TBD	Other shared services: Study on regionalization of fire services

and develop session for



Franklin County Fire Chiefs Association
PO Box 1144
Greenfield MA 01302-1144



To: Chief Elected Officials of Franklin County
From: Franklin County Fire Chiefs Association
Subject: District Local Technical Assistance Funding
Date: January 25, 2013

Greetings,

The Franklin County Fire Chiefs Association voted at their monthly meeting on January 22, 2013 to send a letter seeking the support of the Chief Elected Officials and Executive Officers for the Towns and Fire Districts of Franklin County, to use available District Local Technical Assistance Funding (DLTA) to conduct a study on the regionalization of fire services within Franklin County.

The Franklin County Fire Chiefs Association recognizes that the current method of each individual community and district, attempting to fund and staff a fire department capable of meeting all local, state and national standards is becoming increasingly more challenging. As the stewards of public safety for our communities, our obligation to look to the future and be proactive is as strong as our obligation to respond to emergencies and be reactive. The time is upon us to talk honestly and frankly about regionalization of the fire service in Franklin County.

The request to fund this study using the District Local Technical Assistance Funding, should it be supported by the Chief Elected Officials/Executive Officers of Franklin County, would provide a review of the current fire and emergency response system and look at various scenarios for revising, improving and modernizing these efforts.

The members of the Franklin County Fire Chiefs Association request that this would be ONLY a study and any changes to the current fire service delivery methods would be at the discretion of each community.

Thank you very much for your consideration.

Kind regards,

Michael Winn
President
Franklin County Chiefs Association

TOWN OF GILL
MASSACHUSETTS



www.gillmass.org

LEASE

This lease agreement entered into this 30th day of January, 2013, by and between the Town of Gill, Lessor, and Brian Peila of Gill, Massachusetts, Lessee;

Witnesses that in consideration of the sum of One hundred fifty five dollars (\$155.00) per year paid to Lessor, receipt of which is hereby acknowledged, the Lessor agrees to lease to Lessee the following premises situated in the Town of Gill, County of Franklin, Massachusetts:

The so-called Boyle Lot, of approximately two acres, located at or near Gill Center;

Lessee, his successors and assigns to hold the premises for the term of one year, commencing the 31st day of January, 2013 and ending the 31st day of January, 2014.

The premises are to be used by the Lessee for cropland only;

Lessee may not assign this lease or sublet any part of the premises without the consent of the Lessor;

Lessee shall deliver up the premises on the expiration date of this lease in as good condition as they are now, effects of reasonable use excepted.

Lessor or its agents may reasonably request access to the premises to investigate potential future use of the partial or total premises at a cemetery. Investigation may include walking or surveying the premises and its boundaries, conducting percolation tests, and similar activities. Such actions by the Lessor or its agents shall not significantly damage or interfere with any crop or harvest. Requests for access shall not be unreasonably refused by the Lessee.

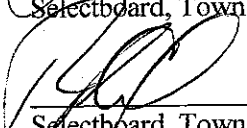
In witness whereof, Lessor and Lessee have executed this lease on the date written above.

Selectboard, Town of Gill, Lessor

Brian Peila, Lessee



Selectboard, Town of Gill, Lessor



Selectboard, Town of Gill, Lessor

3:35 PM (23 hours
ago)

sales@capitolpromotions.com via msn.com

P.O. BOX 231

GLEN SIDE, PA 19038

to jmasucci

Janet,

The following is the information you requested.

100 16" x 26" Double Sided Yard Signs Without Wire Frames

\$320 + shipping to zip code 01354, \$50.

Production time is 3 business days and shipping time is 3 business days.

Thank you for your interest in Capitol Promotions.

Jim Shenk 1-800-884-3024

John R. Ward
JRW

J & L Moving Supplies eric@jlmovingsupplies.com via msn.com 4:16 PM

to jmasucci

800-758-6372
FX 518-370-2103

Hi Janet.

The freight charge will be \$ 229.00 for the 5 bike racks.
Please allow 4 weeks after receipt of order.

Please see link below to order.

<http://www.jlmovingsupplies.com/WAVE-BIKE-RACK-p36729.html>

H2BK7PIG	7	69-1/2"	Thermoplastic In-Ground Mount	128	394.75
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If you have any questions please do not hesitate to call.

Thank you.

Eric Adams
J & L MOVING SUPPLIES
334 Jatski Drive
Ballston Spa, NY 12020
518-370-1771
fax 518-370-2103

| ---- Original Message ----

| **From:** Janet Masucci

| **To:** sales@jlmovingsupplies.com

| **Sent:** Friday, January 11, 2013 12:19 PM

| **Subject:** Quote for bike racks

Name: **Janet Masucci**

Email: jmasucci@msn.com

Comments: **Can you send me a quote for shipping 5 of the following bike racks to
Gill, MA 01354**

H2BK7PIG

Color: Red

**Thank you!
Janet**

$394 \times 5 = 1973.75 + 229 = 2202.75$

John R. Ward
JRW

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• Accommodates 3 to 9 bikes.

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WAVE BIKE RACK					
Product No.	No. of Bikes	Size	Description	Wt. (lbs.)	Price Ea.
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H2BK3PIG	3	19-1/2"	Thermoplastic In-Ground Mount	87	209.61
H2BK5PSM	5	44-1/2"	Thermoplastic Surface Mount	85	359.06
H2BK5PIG	5	44-1/2"	Thermoplastic In-Ground Mount	109	330.94
H2BK7PSM	7	69-1/2"	Thermoplastic Surface Mount	104	422.87
H2BK7PIG	7	69-1/2"	Thermoplastic In-Ground Mount	126	394.75
H2BK9PSM	9	94-1/2"	Thermoplastic Surface Mount	124	510.47
H2BK9PIG	9	94-1/2"	Thermoplastic In-Ground Mount	148	484.51
HCC	-	2-1/4" high	Black Powder-Coated Cover Cap	1	27.04

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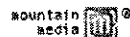
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TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

ASHRAE LEVEL II ENERGY AUDIT CONTRACT

This contract, dated this _____ day of _____, 2013 by and between the Town of Gill ("Town") and Bales Energy Associates ("Contractor") states as follows:

WHEREAS the Town desires to have a Professional Engineer conduct an ASHRAE Level II energy audit of several of its buildings; and

WHEREAS the Town is authorized to contract with a private consultant to provide these services;

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Contract, the Town and Bales Energy Associates agree as follows:

- 1) **Employment.** The Town agrees to hire Bales Energy Associates and Bales Energy Associates agrees to act as the Town's contractor for an energy audit of several of its buildings.
- 2) **Scope of Services.** The Contractor shall perform in a good and professional manner the services identified below:
 - a) Conduct ASHRAE Level II energy audit of the Gill Town Hall, Slate Memorial Library, and Riverside Municipal Building, including building site visits as necessary, analyses, and recommendations.
 - b) Provide energy audit information, analyses, and recommendations sufficient for approval by the Massachusetts Department of Energy Resources as part of a Green Community Grant application.
 - c) Include in the report as part of all proposed energy conservation measures the approximate sizing and functional capabilities of the equipment required. A separate design phase is recommended to determine final design parameters such as make/model of the materials or equipment to be installed, and acceptable equals, if any.
 - d) Provide one (1) electronic copy of the Audit Report.
 - e) Meet jointly for a Project Closeout Meeting with the Gill Selectboard and Gill Energy Commission.
- 3) **Subcontractors.** If the Contractor chooses to subcontract any or all of the awarded contract, it will notify the Town in writing of the subcontractor, owners, address, phone number, and any pertinent license numbers, such as those from a state and/or federal regulatory agency. No subcontractor shall be used to whom the Town has made reasonable objection. The

Contractor must also provide proof of insurance for the subcontractor(s) as listed in Section 4 of this Contract.

- 4) **Insurance.** The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability, and Property Damage & General Liability Insurance. All insurance shall be by insurers and for policy limits acceptable to the Town and the Commonwealth of Massachusetts. Before commencement of work hereunder, the Contractor agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers Compensation	Statutory
Employers Liability	\$ 500,000
Bodily Injury Liability (except automobile)	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (except automobile)	\$ 500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$ 500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

- 5) **Assignment.** The Town and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor shall not assign, sublet, or transfer its interest in this Contract without written consent of the Town. The Town shall not assign, sublet, or transfer its interest in this Contract without written consent of the Contractor.
- 6) **Indemnification.** The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract by the Contractor, its officers, agents, servants, and employees.
- 7) **Liability of Public Officials.** To the full extent permitted by law, no official, employee, agent, or representative of the Town shall be individually or personally liable on any obligation of the Town under this Contract.
- 8) **Failure to Perform.** Neither the Town nor the Contractor shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, or other labor disputes, riots, governmental actions, fires, changes in law, weather, or acts of God affecting either party hereto.
- 9) **Right to Remedy.** In the event the Contractor is unable to perform any part of the service described herein for reasons other than those described in Section 8 of this Contract, the Contractor shall have the right to remedy the Town's complaint within 48 hours (excluding Sundays and holidays) without breach of this Contract. The Town shall notify the Contractor

in writing of any service complaint and allow the Contractor the reasonable right to cure without termination or breach of this Contract. If the Town's complaint is of such a nature that it can be reasonably cured or remedied within 48 hours (excluding Sundays and holidays) and the Contractor is unable to cure or remedy the Town's complaint after proper notice (except for the reasons set forth in Number 8 of this Contract), the Town shall have the right to terminate this Contract. If the Town exercises this right of termination, the Town shall provide the Contractor with immediate written notice of such termination and shall pay (with the delivery of such notice) any amounts owed to the Contractor through the date of termination for acceptable work. The Contractor shall be liable for any excess costs incurred by the Town to remedy the incident(s), including legal fees.

All parties' rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

10) Termination. The Town may terminate this Contract by providing the Contractor with ten (10) days written notice in the following instances:

- a) If the Contractor abandons its work under this Contract, or if for any reason, the timely completion of such work is rendered improbable, unfeasible, impossible or illegal;
- b) If the Contractor violates any of the material terms of this Contract and fails to cure subsequent violations within 48 hours (excluding Sunday and holidays) of receipt of written notice thereof;
- c) If the Town reasonably determines based upon objective evidence that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the objectives of the Scope of Work are not being achieved.
- d) In the event of repeated and consistent service complaints from Town employees or residents regarding the Contractor's performance under this Contract.

The Contractor may terminate this Contract in the event of a material, non-monetary breach by the Town. The Contractor must provide the Town with notice of such termination. The Town shall have ten (10) business days to reply in writing if the Town does not concur with the reasons for the termination. The Town will have thirty (30) days to present evidence for the continuation of the Contract.

The Contractor may terminate this Contract in the event that the Town is more than forty-five (45) days in arrears in payment. The Contractor will provide the Town notice and ten (10) business days to correct the non-payment. The Town has the right to negotiate a mutually agreed payment plan with the Contractor to prevent termination of the Contract.

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other, provided that such termination shall be without prejudice to any other remedy the party may have. In the event of termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. The Town shall pay for any such work in progress that is completed by the Contractor and acceptable to the Town.

11) Breach of Contract. If the Town reasonably determines that the Contractor has materially breached the terms of this Contract, the Contractor shall be responsible for any fees and costs incurred by the Town due to this breach, including attorney and court fees.

- 12) **Modifications.** No modification of this Contract shall be binding on the Contractor or the Town unless set out in writing and signed by both parties.
- 13) **Non-Discrimination.** The parties hereto shall not discriminate against any person because of race, age, handicap, sex, ancestry, color, religion, veteran's status, national origin, sexual orientation, gender identity, or any other protected class.
- 14) **Conflicts of Interest.** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees.
- 15) **Term.** This Contract shall be for a term of six (6) months, beginning with the date of this contract.
- 16) **Payment.** The Town agrees to pay the Contractor for its services in accordance with the milestones, price and terms of payment set forth in the attachments to this Contract and as indicated in Bales Energy Associates Proposal dated 9/11/12. Payment terms are net thirty (30) calendar days from invoice. A 1% prompt payment discount may be taken if payment is received within 14 days of the invoice date. If an account is not paid within thirty (30) days of invoicing, the Contractor may: (a) suspend service until payment in full is made without breaching or terminating or otherwise affecting the remaining terms of this Contract; or (b) terminate this Contract in accordance with Section 10 of this Contract.
- 17) **Severability.** If any section, subsection, sentence, or clause of this Contract shall be adjudged illegal, invalid, or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the Contract as a whole or of any section, subsection, sentence, or clause hereof not so adjudged, so long as the Contract continues to reflect the agreement of the Town and the Contractor.
- 18) **Notices.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if hand delivered or sent by the parties via United States mail, postage paid, to:
- | | |
|--------------------------|-------------------------|
| Ray Purington | Bart Bales, PE, MSME |
| Administrative Assistant | Bales Energy Associates |
| Town of Gill | 100 River Road |
| 325 Main Rd | Gill, MA 01354 |
| Gill, MA 01354-9758 | |
- 19) **Entire Understanding.** This Contract, together with the documents listed below and attached to this Contract, constitute the entire understanding and agreement of the Town and Contractor with respect to the subject matter hereof. If discrepancies occur between sections in this Contract and the listed documents, the language in the Contract shall take precedence.
- a) Bales Energy Associates Proposal dated September 11, 2012 "Green Community Audit Services"
 - b) Green Community Grant Application dated September 27, 2012, section titled "GILL ASHRAE LEVEL II ENERGY AUDIT"
 - c) Town of Gill Green Community Grant Contract with Massachusetts Department of Energy Resources, Section III. Attachment A – Scope of Grant Award

IN WITNESS WHEREOF, the Town and Bales Energy Associates have executed this Contract as of the date first written above.

Town of Gill

Bales Energy Associates

Gill Selectboard

Bart Bales

Date

Date

NUMBER

16

THE COMMONWEALTH OF MASSACHUSETTS

FEE

\$100.00

TOWN OF GILL

AGENT'S OR SELLER'S LICENSE - CLASS I.
FOR THE SALE OF SECOND-HAND MOTOR VEHICLES

In accordance with the provisions of Chapter 140 of the General Laws with amendments thereto Green River Cycle Sales, Inc. d/b/a Green River Honda whose principal business is the sale of new motor vehicles as a recognized agent of the American Honda Motor Company, Inc. or who has a signed contract as required by Section 58, Class I, is hereby licensed to purchase and sell, as incidental or secondary thereto, second-hand motor vehicles at 1 Main Road, Gill, MA 01354 on premises described as follows: Up to fifty (50) motorcycles displayed in compliance with restrictions of Special Permit issued 1/13/1994.

Signed by the Gill Selectboard on January 30, 2013.

John R. Ward

[Signature]

THIS LICENSE EXPIRES JANUARY 1, 2014.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES.

Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard [administrator@gillmass.org]
Sent: Thursday, January 17, 2013 11:09 AM
To: Ann Banash; John R Ward (johnrward.ward54@gmail.com); Randy Crochier (hxydad77@yahoo.com); Alden Booth; 'Claire Chang'; Jacob Rau; Jim Poulsen; Ronnie LaChance; Tupper Brown (atbrown345@hotmail.com); Valeria Smith (timmiesmith@yahoo.com)
Cc: 'Lynda Hodsdon Mayo/Gill Town Clerk'; Ronnie LaChance; 'Mick LaClaire/Gill Highway'; 'David Hastings'; Chris Redmond (sgt@gillmass.org); Gene & Dorri Beaubien; 'Jocelyn Castro-Santos'; 'Carlene Millett'; kristie@tognarelliheating.com; Paul Nowill (pnowill@yahoo.com)
Subject: Personnel Committee COLA recommendation

Good morning,

At this morning's Personnel Committee meeting, the Committee voted to recommend a 1.7% COLA for FY14.

In making their recommendation, the Committee considered the Consumer Price Index tables that have been the basis of recommendations in prior years. The CPI tables suggest a 1.8% increase. They also considered the 2013 Social Security increase, as was suggested at last June's town meeting. The Social Security increase is 1.7%.

The Committee reviewed a chart comparing the 9-year cumulative result of the CPI tables and the Social Security increases. Using the CPI increases, a \$40,000 salary in 2004 would have grown to \$50,373 in 2013. That same \$40,000 would have grown to \$50,375 using the Social Security figures. Surprisingly close, indeed!

The Committee felt that the Social Security increases are generally better understood by voters and residents, and are easier to explain, and chose to recommend that as the increase for FY14.

Additionally, the Committee voted to recommend that the Personnel Policy be amended to include Social Security as another source to be considered when the Committee reviews wages and salaries.

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

Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard [administrator@gillmass.org]
Sent: Thursday, January 17, 2013 10:31 AM
To: 'Ray Purington/Gill Selectboard'
Subject: compensation of elected officials

(Note: Elected officials who I know are "regular" users of email are receiving this memo/invitation by email to save on postage. The others will receive it in the mail. Ray)

TO: All Elected Officials
(Board of Assessors, Board of Health, Board of Selectmen, Cemetery Commission, Constables, Field Drivers, Gill GMRSD School Committee Representatives, Library Trustees, Moderator, Tax Collector, Town Clerk, Treasurer, and Tree Warden)

FR: Ray Purington, Administrative Assistant
DATE: January 17, 2013
RE: Personnel Committee - Review of compensation for elected officials

As outlined in the Town's Personnel Policies, the Personnel Committee will be reviewing the salaries and stipends of "those who serve in offices filled by popular election." The topic will be on the agenda for their meeting on Thursday, February 21st at 8:00 AM. As an elected official, you are invited to attend and/or submit written comments on the matter.

For elected boards, a voted position of the board is welcomed. Individual members of a board are also welcome to make or submit a statement.

Elected officials are encouraged to provide supporting information for any changes being requested.

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

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Rec'd
1/25/13

Jan 22, 2013

Town of Gill
Select Board
Attn: Ray Purrington

Hi Ray,

Happy New Year!

I am writing as you know to plead for the town to activate "COMCAST"
On our end of Hoe Shop road.... Now that there are 5 of us out here within
500 yards of west Gill road, I do not understand what the hold up is.

Debra and I both depend on the internet in order to make a living so that we
can pay our property taxes to the town. Please do what is required to make
this happen soon.

I am willing to help facilitate this if I can, please let me know.

Respectfully,

Steve & Debra Schechterle
Steve and Debra Schechterle
Cell 413 522-4728

Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard [administrator@gillmass.org]
Sent: Tuesday, December 11, 2012 1:32 PM
To: LaClaire, Mick; 'David Hastings'; 'Gene & Dorri Beaubien'
Subject: FW: We're Back Again! New England Relay Approval for June 22-23, 2013
Attachments: NER_leg12_Gill-MA.pdf; NER_leg13_Gill-MA.pdf.pdf

It's months away, but here is the permission request for the running race put on by the New England Relay. It's come through Gill once or twice before. Maps of the route through Gill are attached. (I'm getting them to fix the reference to "Gill Street" on Leg 13.)

The last time that I have note on this, we had 3 notes/comments/conditions for them:

- There may or may not be a police officer on duty when the race passes through Gill.
- No race markings to be painted on the roads.
- Any race signs to be removed from the roads within 10 days of the race.

Once I hear back from Police, Fire, and Highway, I'll put it onto an agenda for a Selectboard meeting.

Ray

From: Garfield Jones [mailto:garfield@fattmanproductions.com]
Sent: Monday, December 10, 2012 10:20 AM
To: administrator@gillmass.org
Subject: We're Back Again! New England Relay Approval for June 22-23, 2013

Good Morning Mr. Purington,
We are back again with the New England Relay!
Thank you for your support last year in getting the New England Relay approved and running through your town.

Once again, Cambridge, MA based Community Running Association (<http://www.communityrunning.org>), in conjunction with the New England Chapter of the American Liver Foundation (<http://www.liverteam.org>), is requesting approval for our 24 hour relay running race that will come through your town on June 22-23, 2013.

The New England Relay is a 225 mile running relay event that will begin in Rhode Island and end in Maine. Runners will cover all 6 New England states. These events take place over a 24 hour period, however most towns will have very little runner impact, due to the structure of these events. Complete race information can be found at www.newenglandrelay.com

A brief overview of the event-

Overnight relays consist of teams of 12 to help complete the 225 mile course. The teams are split into 2 vans of 6 runners each. Throughout the course there are "exchanges". Exchange areas are the areas where one runner hands off the baton to the next runner on the team to complete the next leg of the race. This happens until all 6 runners in van #1 have completed a leg of the race. At that point, van #2 is waiting and takes the next 6 legs of the course. This leapfrogging pattern takes place 6 times throughout the course of the event until the last runner runs through the finish line.

Start times are based on projected team finish times. The slower teams start at 6:00AM while the faster teams may not start until 1:00PM. The staggering of each wave start time can be anywhere between 20-30 minutes based on how many teams participate. Through our research of first time overnight relay events throughout the country, the average turnout for a first time relay is 35 teams. This equates to a total of 35 runners on the road at one time spread out over 225 miles.

More information is available including the entire course map, towns impacted, runner security requirements as well as event insurance if necessary. (see attached Gill course map)

Please confirm the following -

- Current requirements (Any new requirements from last event)
- You are still a valid contact for the town. (I believe Dee Dee Schreitmueller worked with you on the last race)

Fattman Productions is the company responsible for managing the race.

We look forward to working with you again!

Thank you for your time and consideration to bring this event to the community.

Regards,

Garfield Jones

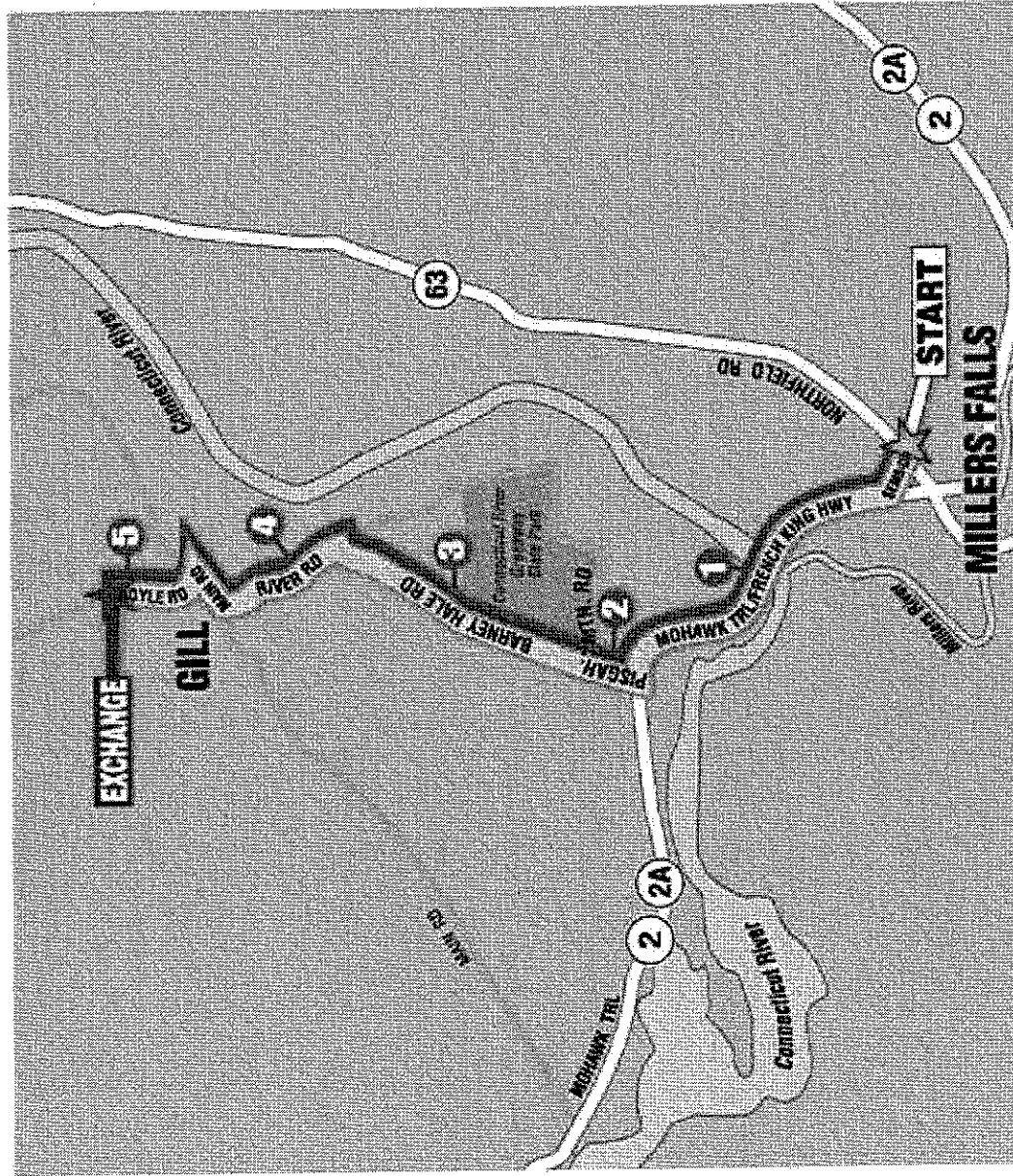
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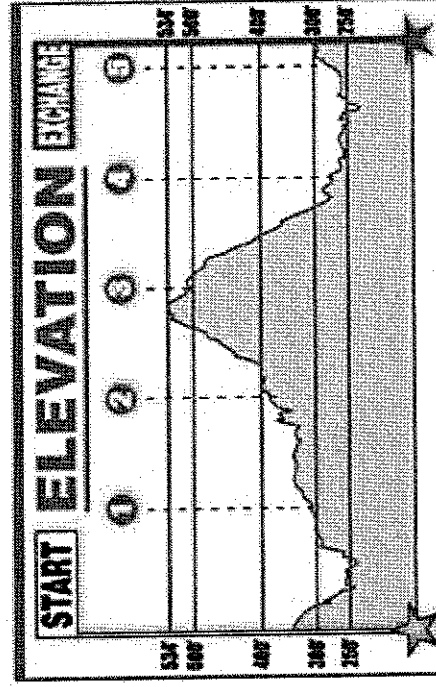
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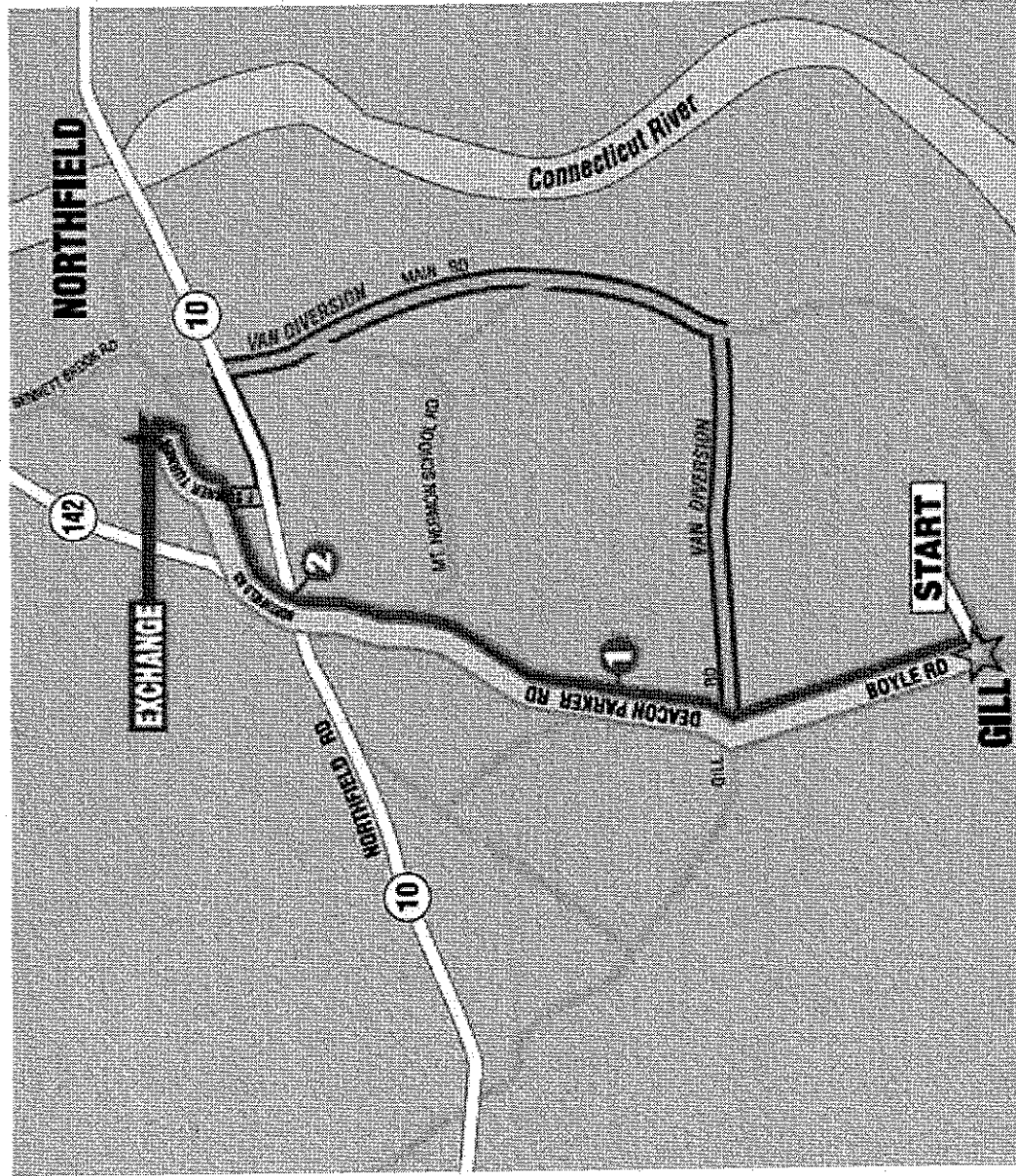
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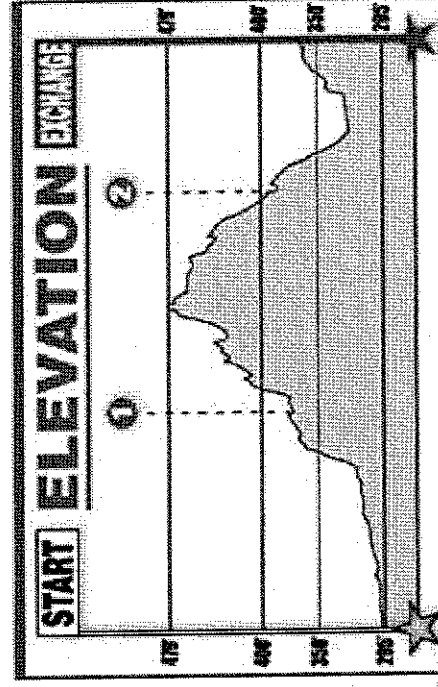
- 0.0 Exit the exchange to the end of the road
- 0.07 Turn right onto Rt 2/2A / Mohawk Trail / French King Hwy, running on the RHS
- 1.9 Turn right onto Pissah Mountain Rd
- 2.0 Bear left onto Barnet Hale Rd
- 3.7 Turn left onto River Rd at the T Junction
- 4.4 Bear right onto Main Rd
- 4.7 Turn left onto Boyle Rd
- 5.1 Exchange at Gill Elementary School



Note: This is a van transition area. Van 2 may proceed to the end of leg 18.



- 0.0 Depart the exchange along Boyle Rd
- 0.7 Runners: Make a right then a quick left onto Deacon Parker Road, which becomes a dirt path, and then enters the woods
Vans: Follow van diversion below
- 1.0 Stay right at the split
- 1.6 Stay left at the split
- 2.0 Exit the woods and cross over Rt 10 onto Northfield Rd / Rt 142. Run on the right hand side.
- 2.2 Bear right onto a grass pathway
- 2.6 Bear left when the roadway splits
- 2.7 Exchange at Pioneer Valley Regional School on the RHS



Van Diversion: Take a right onto Gill Street. Follow to the end, and make a left at the T junction onto Main Rd. At 3.3 miles, take a left onto Rt 10, then your first right onto F Sumner Turner Drive. Follow the road around to the exchange.

Important Note: Most of this leg is off-road and not accessible by vehicles. Therefore, there should be no van support and runners must carry any supplies they need.

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

TOWN FACILITIES REQUEST FORM

Name: Steve Damon

Organization: Gill Agricultural Commission

Address: 475 Main Rd.

Town: Gill State: MA

Daytime Phone: 413-863-2850

Facility Requested: Town Hall ~ First Floor

Date of Use: Wednesday, February 27, 2013. If that date is not possible, Friday, 2/15 is also possible.

Hour(s) of Use: 6:00-7:30 p.m.

Nature of Event: Showing of maple sugaring documentary *Sweet Traditions* made by local, award-winning filmmaker Steve Alves. After the movie, there will be a Q&A time with maple sugarers Jim Graves (Former President, Massachusetts Maple Producers Association) and Steve Damon (Franklin County Representative, Massachusetts Association of Agricultural Commissions).

Number of Attendees: 12. Although the public will be invited, I expect no more than a dozen people.

A town employee, board member, or committee member must be present throughout the duration of the event. A town committee member is part of our organization: Steve Damon

Fees: None

Approved by SB
1/30/13

January 30, 2013

To the Selectboard:

Re: New police cruiser

We have done substantial research and have found that a 2013 Ford Fusion Hybrid outfitted as a police cruiser is available through the Commonwealth. We understand this now is confirmed by the Gill Police Department itself. We also understand that the rated gas mileage for this car is an amazing 47 miles per gallon under both city and rural driving conditions. The incremental cost, if any, above an alternate police cruiser, would be covered by our Green Communities grant. Ford Fusion Hybrids are used broadly by the New York City police department and there is no good reason to believe they would not serve well here in Gill. No one can say with a straight face that Gill policemen are bigger than New York City policemen. The Energy Commission strongly recommends the Ford Fusion as the next Gill police cruiser and urges the Selectboard to make that decision immediately.

Most people now understand this planet is in a state of mounting crisis resulting from ever increasing carbon dioxide emissions from the burning of fossil fuels. Scientific opinion varies from the extinction of all life beginning within 25 years to massive and crippling planetary warming by the end of this century. There is virtually no respectable scientific opinion more optimistic than the latter, more extended view. Moreover, there is substantial scientific consensus predicting a "tipping point" beyond which the trend to ever more warming cannot be reversed, driven by such positive reinforcement factors as the release of methane (more conducive to climate warming than carbon dioxide) from melting tundra in the arctic. In short, the situation for this planet, and particularly for human life, is desperate and fast becoming hopeless.

Under these circumstances, it is absurd that anyone should have to wage a campaign to persuade the Town of Gill to buy an easily available hybrid police car. One of the largest worldwide concerns from this point forward is that China and India cannot be persuaded to limit their growth and development in the cause of preserving the planet; and in that context the United States and other western countries need to limit severely their own carbon dioxide emissions, both as a matter of leadership and to curb our enormous contributions to the problem. However, if Gill cannot take the simple and painless step of buying a hybrid police car, if people in a presumably forward looking Massachusetts town cannot imagine the importance of their acts in this respect, it is certain whole countries will not act any more reasonably. The fact that any controversy on this issue even exists in Gill leads one to a sense of despair for the survival of our world as we know it; any success on the climate warming problem ultimately must be founded upon individual actions and decisions. We need to take this practical step, and we need to set an example for others. We urge you to do so, and we urge the Police Department to support that decision with pride and enthusiasm.

The Gill Energy Commission

Gill Police Department

David W. Hastings
Chief of Police
196B Main Rd
Gill MA 01354

Emergency 911

Station (413) 863-9398

Dispatch (413) 625-8200

Fax (413) 863-0157

To: Honorable Board of Selectpersons

From: David W. Hastings, Chief of Police

Date: Jan. 28, 2013

Re: Cruiser Purchase


We would first like to thank the Board along with Administrative Assistant Ray Purrington in working together with our department to look into many options for the departments new police cruiser.

After all the extensive research that has been completed by not only the parties mentioned above but also the Town of Gill Energy Commission, Sgt Redmond and myself will recommend the purchase of the 2013 Ford Utility Interceptor.


The decision of this purchased is based on our 47+ years of "on the road" police experience that we have in law enforcement. It also takes into account all of our Police knowledge and Education required to perform our duties in the safest and most effective way for this community.

We again thank you for your attention with this matter and look forward to being directed to purchasing the Utility Interceptor after your meeting on January

30th



David W. Hastings
Chief of Police



Christopher J. Redmond
Sergeant

Ray Purington/Gill Selectboard

From: joanna frankel [jojofrankel@yahoo.com]
Sent: Thursday, January 24, 2013 2:50 PM
To: administrator@gillmass.org
Subject: new police car

We are writing as residents of Riverside, Gill to add our voices to those in favor of the town purchasing a Ford Fusion Hybrid for our new police cruiser. Our tax dollars should go to support a vehicle that reflects the townspeople's dedication to environmental sustainability and fiscal responsibility.

Thank you for your consideration,

Joanna Frankel and Max Brody

8 Meadow St. Gill

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Version: 2013.0.2890 / Virus Database: 2639/6052 - Release Date: 01/23/13

Ray Purington/Gill Selectboard

From: Ted Castro-Santos [tcastrosantos@bio.umass.edu]
Sent: Wednesday, January 16, 2013 6:06 PM
To: Ray Purington/Gill Selectboard
Subject: Re: cruiser

Your'e welcome--my instinct is to let Hastings have what he wants, but it does seem that this deserves at least some careful consideration.

t

----- Original Message -----

From: Ray Purington/Gill Selectboard

To: 'Ted Castro-Santos'

Sent: Wednesday, January 16, 2013 6:04 PM

Subject: RE: cruiser

Thanks for the email, Ted. I will share it with the Selectboard at their next meeting. Ray

From: Ted Castro-Santos [mailto:tcastrosantos@bio.umass.edu]

Sent: Wednesday, January 16, 2013 5:50 PM

To: Town of Gill

Subject:

Folks:

I support the idea of getting a fuel-efficient police cruiser. It makes sense for all kinds of reasons. I understand that Chief Hastings prefers a Mustang, and his opinion should obviously weigh heavily. I was unconvinced by some of his commentary at Town Meeting, however, particularly claims that he would not be able to get people in and out of the car. If big city police depts are using this then I'm sure it'll be good enough for Gill.

Ted Castro-Santos

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Version: 2013.0.2890 / Virus Database: 2638/6037 - Release Date: 01/16/13