

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

October 7, 2013

Call to Order: The Selectboard meeting was called to order at 6:30 PM.

Present: John Ward, Ann Banash, and Randy Crochier, Selectboard members; Ray Purington, Admin. Assistant; Janet Masucci, Ronnie LaChance, Tom Scanlon, and Mike Jackson.

Financial Audit FY12: Tom Scanlon of Scanlon & Associates met with the Selectboard to present his report on the financial audit covering Fiscal Year 2012. He noted that as part of the audit the Town received an "unqualified opinion," which is the best possible outcome from an audit.

Scanlon discussed Other Post Employment Benefits, a category not previously considered in Gill's audits. OPEB costs are primarily associated with the future health care costs of current employees, and in accordance with GASB Statement # 45, should be recognized as a future liability during the year when the employees' services are received. Gill's net OPEB obligation at the end of FY12 was \$68,227. Scanlon explained that while the Town is required to record this as a financial liability, there are presently no requirements that it be funded. Some towns establish an irrevocable trust to fund OPEB costs, but for Gill, Scanlon recommended a stabilization fund as a better, more flexible option. Scanlon expressed a willingness to meet with Gill's Finance Committee to explain OPEB, if they are interested.

Scanlon also commented on the Town's level of Free Cash at the end of FY12, \$211,047. Of that sum, \$143,000 was attributed to local receipts in excess of what was estimated when the budget was formulated and the tax rate was set. He commended the Town for being very well managed, and fiscally conservative. As a best practice rule of thumb, a town should have financial reserves (stabilization funds and Free Cash) equal to 10% of its general fund budget. At the end of FY12, Gill was at 14.4% (3 stabilization funds totaling \$199,493, Free Cash of \$211,047, and a general fund budget of \$2,847,149).

The Management Letter was reviewed, and Scanlon explained that all five "Comments and Recommendations" are "minor issues". He also noted that Gill's financial accountability – the procedures to guard against financial misconduct – is very good. Scanlon and Town Treasurer Ronnie LaChance left the meeting at 6:50pm.

Riverside Nomination to National Register of Historic Places: Ivan Ussach, a member of the Gill Historical Commission, met with the Selectboard to continue a discussion from the 9/23 meeting regarding a proposed nomination of various Riverside properties to the National Register of Historic Places. He explained that the project originated as part of a grant from the FRCOG and the Berkshire Regional Planning Commission to designate historic properties along and within ½ mile of the Mohawk Trail (Route 2).

He emphasized that the National Register is a symbolic designation and mark of distinction for important places in Gill's history. It is NOT a local historic district, and imposes no restrictions on the owners or their properties. In the next 6 to 8 weeks a representative from the Massachusetts Historical Commission will hold a public meeting and information session in Gill for people to learn more about the National Register and the nomination process.

Ann disclosed that her house is one of the properties included in the proposed nomination. Randy made a motion, seconded by Ann, to authorize John to sign a letter on behalf of the Selectboard supporting the nomination. The vote was 2-0 in favor, and the letter was signed. Ann abstained from the vote. Ivan Ussach left the meeting.

Four Winds School Lease Renewal: Steve Hussey, Headmaster of the Four Winds School, met with the Selectboard to discuss renewing the school's lease of two rooms at the Riverside Municipal Building. He noted that the School now has 10 full-time students, its highest enrollment in several years. There are no major issues of concern with the

leased space, although Hussey noted that if funds allow, the School might install new carpet in the classrooms and hallway.

The proposed lease will run through August 31, 2014, at a rate of \$575 per month. If enrollment goes above 10 students, the monthly rent will increase by \$50 per each extra student. Ray noted that the lease amount should cover the yearly utility costs (heat and electricity) for the building, but doesn't generate extra revenue for major repairs or renovations.

Ann made a motion, seconded by Randy, to authorize Ray to sign the lease on behalf of the Town. The vote was unanimous in the affirmative. Steve Hussey left the meeting at 7:03pm.

Fire Chief Gene Beaubien and Highway Superintendent Mick LaClaire joined the meeting. Gene provided an update on road conditions after the strong storm that passed through the area earlier in the afternoon. Route 2 is closed east of Chase Road due to electrical wires down on a vehicle, and Center Road is closed between the Powers and Hatch residences due to downed wires.

Federal Excess Property Agreements: Chief Beaubien presented two agreements with the Massachusetts Bureau of Forest Fire Control and Forestry that are up for renewal. The Federal Excess Personal Property agreement gives Gill's Fire Department access to federally-owned surplus firefighting equipment, akin to a long-term borrowing of the equipment, as the title/ownership remains with the US Government. The agreement for the DoD Firefighting Program is similar, except that the Town receives the title to the equipment. Ann made a motion, seconded by Randy, to authorize John to sign both agreements on behalf of the Selectboard. The vote was unanimous in the affirmative.

Sewer I&I Study – Smoke Test: Highway Superintendent Mick LaClaire provided an update on doing a smoke test to detect improper connections into the Riverside sewer system. He expressed concern about doing the test entirely in-house, as we have no experience and no local towns have the specialized fan to borrow for blowing the smoke into the system. He recommended hiring Mike McManus from Tighe & Bond at the rate of \$2,500 for two days of testing using T&B's fan and smoke cartridges. He thought that McManus should also be able to provide a sample of an informational flyer to use to notify residents of the testing once it is scheduled. Mick is in the process of getting two other quotes for smoke test services.

By consensus, the Selectboard authorized spending up to \$2,500 from the sewer budget for outside assistance to conduct a smoke test.

WMECO Closing Greenfield Work Center: Gene and Mick discussed the recent announcement by WMECO that it plans to close the Greenfield work center sometime during 2014. The Greenfield equipment and employees would be based out of WMECO's Hadley facility. They recommended the Town should protest this decision, as it could mean longer response times during power outages, especially since many of the local WMECO workers would need to drive to Hadley and get their trucks and equipment before they could respond to repair downed wires and other problems. The Selectboard agreed, and asked Ray to send a letter to WMECO on their behalf. Chief Beaubien left the meeting.

Sewer Rates: Ray presented preliminary information on a proposed increase to sewer rates for the Riverside sewer system. It was explained that the rate increase is needed because of a 3.4% hike from Montague for sewage treatment. With the increased sewage disposal costs, the FY14 sewer budget has a project deficit of \$1,445. The I&I study and smoke test, which have high potential of reducing future disposal costs, must also be factored in to this year's budget. Ray predicted that a Town Meeting vote will be needed before the end of FY14 to transfer money from the sewer fund into the FY14 operating budget.

Two scenarios were initially considered, one that increased rates by 1.5% and another with a 3.7% increase. The Selectboard expressed concern that neither scenario would generate enough revenue to fully cover expenses, and asked Ray to prepare a third scenario with a new rate of \$0.150/cu. ft. The rate increase is expected to be discussed and voted at the November 4th Selectboard meeting, and will be effective with the bills that go out in December.

Highway Truck Update: Mick reported that he is still getting estimates for repairs to the 1990 Ford dump truck. He has received an estimate of \$1,200 plus labor to replace the radiator, and there are other repairs needed as well. The Selectboard asked that he present a budget for the repairs before proceeding. Mick left the meeting at 7:30pm.

Minutes: Ann made a motion, seconded by Randy, to accept the minutes from 9/9 and 9/23. The vote was unanimous in the affirmative.

Energy Audit: Ray noted that Bart Bales expects to have the report on the Library energy audit completed by this Friday.

Community Shared Solar: No developments to report.

Appointment: Ann made a motion, seconded by Randy, to appoint Andrew Cole to the Energy Commission through June 30, 2016. The vote was unanimous in the affirmative.

Sewer Abatement: Ann made a motion, seconded by Randy, to abate \$17.58 from Jeff Suprenant's sewer bill for metered water used for filling a hot tub. The vote was unanimous in the affirmative.

Gill Mobil: The Selectboard received notification of a Release Abatement Measure Plan for Gill Mobil, 23 French King Highway. Work will be performed during the week of 10/7 and is expected to be completed within 14 days.

Meeting Times: The 10/21 and 11/4 meetings will begin at 6:30pm. Ann noted that she will be participating remotely beginning with the 10/21 meeting. She will return to Gill in early April.

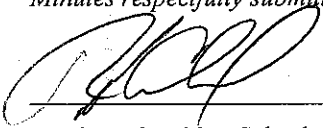
End of an Era: Ann informed everyone that she will not be running for re-election when her current term expires in May 2014. She encouraged anyone who is interested in the position to begin attending meetings in order to learn more about what it entails. She stated that she has loved this job for a very long time, and will miss it. John and Randy thanked her for what will be 21 years of service on the Selectboard, and commented that she will be truly missed.

Mike Jackson left the meeting at 7:48pm.

Warrant: The Board reviewed and signed FY 2014 warrant #8.

The meeting adjourned at 8:03pm.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



Randy P. Crochier, Selectboard Clerk

TOWN OF GILL, MASSACHUSETTS
MANAGEMENT LETTER
FOR THE YEAR ENDED JUNE 30, 2012

TOWN OF GILL, MASSACHUSETTS

Management Letter

Year Ended June 30, 2012

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To the Select Board
Town of Gill
Gill, Massachusetts

Dear Members of the Board:

In planning and performing our audit of the basic financial statements of the Town of Gill as of and for the year ended June 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the Town of Gill's internal accounting control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above.

However, during our audit, we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. We have already discussed these comments and suggestions with Town personnel. We will be pleased to discuss them in further detail and to assist you in implementing the recommendations.

This communication is intended solely for the information and use of the management, the Select Board, others within the entity and the Commonwealth of Massachusetts Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Scanlon Associates LLC
Scanlon & Associates, LLC
South Deerfield, Massachusetts

August 5, 2013

CURRENT YEAR COMMENTS AND RECOMMENDATIONS – Other Matters

1. Accounts Receivable Refunds

Comment:

During our audit we noted that there was a significant amount of refunds owed to taxpayers for overpayment of taxes at June 30, 2012. As summarized below:

<u>Account Type</u>	<u>Amount to be Refunded June 30, 2012</u>
Real Estate	\$ 16,375
Personal Property	775
Motor Vehicle Excise	2,580
Sewer User Fees	2,679

A review of subsequent refund transactions indicated that not all of the refunds possible at June 30, 2012 have been processed as of the date of our fieldwork. The practice of not processing refunds owed to residents in a timely manner can have a financial impact on the Town. The Town should review this process and develop new procedures to insure refunds are processed in a timely manner.

2. Capital Assets

Comment:

GASB No. 34 requires that capital assets be on the financial statements for tier 3 governments starting in fiscal year 2004. The Town in previous audits had compiled a list of capital assets and was in compliance with GASB No. 34. During our audit we tested the capital assets and found that the Town did not keep adequate records with regard to additions, deletions and depreciation.

We recommend that the Town adopt a procedure to records additions and deletions to its capital assets. Having a procedure in place will insure that all capital assets are being accounted for under the financial reporting model of GASB # 34.

3. Review Old Outstanding Checks

Comment:

During our audit we reviewed the reconciling items for the individual bank statements. We noted that there are older (excess of one year) outstanding checks for the payroll (\$878) and vendor (\$2,022) bank accounts at June 30, 2012. We recommend that the Treasurer review these amounts and close them to tailings.

4. Qualified Energy Conservation Bonds (QECB's)

Comment:

In fiscal year 2012 the Town issued quality energy conservation bonds for energy improvements for Town-owned buildings. The use of QECB's as a funding source has compliance and accounting requirements that can be complex. During our audit we found that Energy Bonds were not set up as a debt liability on the Town's general ledger/financial statements (\$127,500). We recommend the Town establish a debt liability for the QECB bond on the general ledger/financial statements and continue to monitor the compliance and accounting requirement of this program.

5. Proration of Retiree Health Insurance Premiums Between Employers

Comment:

The State Legislature amended chapter 32B when it enacted the fiscal year 2011 State budget. It inserted section 9 A1/2 which allows governmental units to prorate costs for retirees (after January 1, 2011) health insurance premiums to other governmental units. During our fieldwork we inquired to management on this matter and they were aware of the new amendment to chapter 32B. Because of the complexities and financial impact of the new law we recommend to all our governmental clients to review and monitor the controls and procedures in place to insure compliance.

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

October 7, 2013

Ms. Betsy Friedberg
National Register Director
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

Dear Ms. Friedberg:

The Gill Selectboard is proud to support the nomination of properties in the Riverside neighborhood to the National Register of Historic Places (NRHP). This grant-funded project by the Gill Historical Commission, the Franklin Regional Council of Governments, and the Berkshire Regional Planning Commission will help to document and describe the history and significance of a number of key homes, buildings and landmarks in this section of Gill.

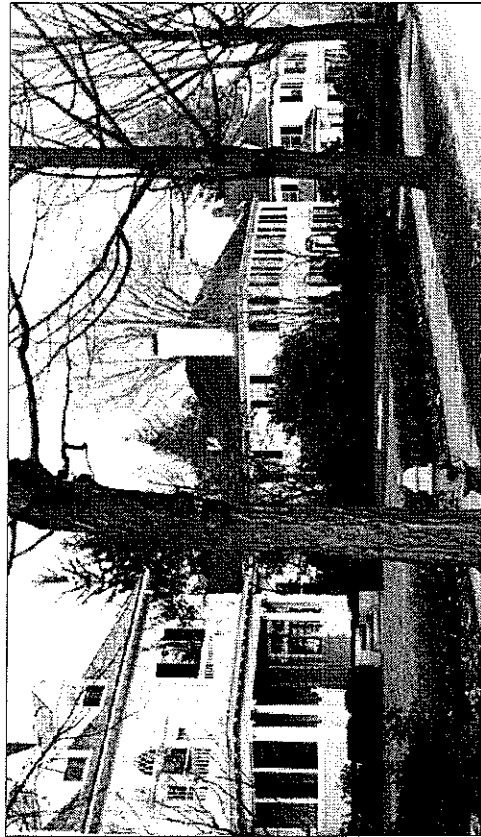
This nomination is part of the Mohawk Trail Historic Preservation Project, which has the goal of encouraging the preservation of historic properties along the Mohawk Trail Scenic Byway. The Mohawk Trail, a.k.a. Route 2, is the most significant traffic corridor through Gill. A designation on the NRHP could have a positive impact for our Town, by bringing tourists and scholarly visitors to enjoy and learn about our historic places.

We are glad to be a part of this project, and look forward to its success.

Sincerely,

John R. Ward, Chair
Gill Selectboard

Cc: Kit Carpenter, Chair, Gill Historical Commission
Beth Gianni, FRCOG



Massachusetts Avenue Historic District, Worcester, both a Local and National Register Historic District

Can a property be designated both as part of a National Register District and as a part of a Local Historic District?

Yes, in this case property owners receive all the benefits from the federal listing and the assurance that the local bylaw or ordinance will protect the historic area from inappropriate alteration.

If my property is within a National Register District, will it eventually be designated a Local Historic District as well?

Not necessarily. An M.G.L. Chapter 40C Local Historic District is established only by a two-thirds majority vote of your city council or town meeting. It is a completely separate local process.

State Register of Historic Places

Properties within Local Historic Districts and National Register Districts are automatically included in the State Register of Historic Places.

Listing in the State Register:

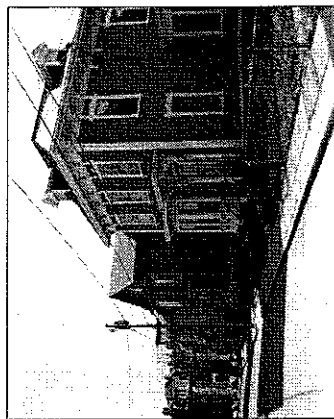
- provides limited protection from adverse effects by state-involved projects.
- when available, provides owners of municipal or private non-profit properties opportunity to apply for 50% matching state grants through the Massachusetts Preservation Projects Fund.

If you would like more information on historic district designation, contact either your local historical commission or the Massachusetts Historical Commission, 220 Morrissey Boulevard, Boston, MA 02125 (617) 727-8470, www.state.ma.us/mhc

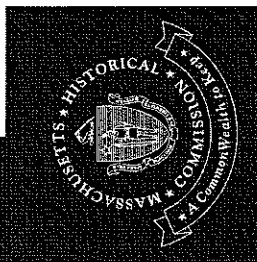
There's a Difference!



**Local
Historic
District**
Granby Local
Historic District



**National
Register
District**
Summer Hill Historic
District, Jamaica Plain:
a National Register
Historic District



**MASSACHUSETTS
HISTORICAL COMMISSION**

William Francis Galvin
Secretary of the Commonwealth

There is a difference...

There are substantial differences between a Local Historic District and a National Register District. This brochure has been prepared by the Massachusetts Historical Commission to help clarify these differences.

National Register Districts

A National Register District is part of the National Register of Historic Places. The National Register of Historic Places is the list of individual buildings, sites, structures, objects, and districts, deemed important in American history, culture, architecture, or archaeology. It is a federal designation and is administered by the Secretary of the Interior through the Massachusetts Historical Commission as the State Historic Preservation Office.

Listing in the National Register:

- recognizes that the area is important to the history of the community, state, or nation.
- allows the owners of income-producing properties certain federal tax incentives for rehabilitation.
- provides limited protection from adverse effects by federal or state involved projects.

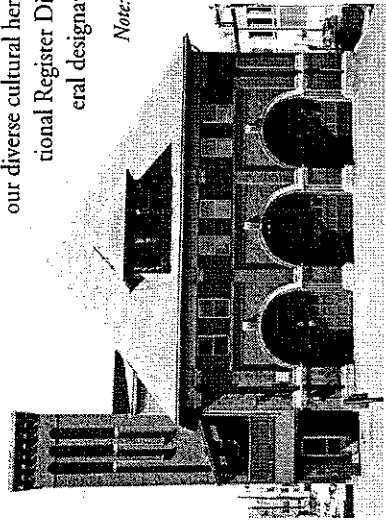
If there is no state or federal involvement in a project (such as federal licenses, permits, or funding) and no pertinent local or regional regulations (such as a local historic district), then listing in the National Register of Historic Places does not in any way limit an owner's handling of the property.

There are over 900 National Register Districts in Massachusetts.

The National Register of Historic Places, begun in 1966, promotes an appreciation of our diverse cultural heritage. Communities with National Register Districts take great pride in this federal designation.

Note: A National Register District cannot be listed if a majority of the property owners submit notarized objections.

Every owner of record of private property has the opportunity to comment and/or object to the nomination, and has one vote regardless of whether they own a single property, multiple properties, or a portion of a property.



Fire Station, Melrose Town Center Historic District, both a Local and National Register Historic District

Local Historic Districts

In general, local historic districts are far more effective at preventing inappropriate changes than a National Register District. In a local historic district, a locally appointed Historic District Commission reviews proposed changes to exterior architectural features visible from a public way. For instance, if a building addition is proposed in a local historic district, the property owner must submit an application to the Historic District Commission. The Historic District Commission holds a public hearing and makes a determination on whether the new addition is appropriate. If the addition is deemed appropriate, the Historic District Commission issues a Certificate, allowing the work to progress. Many Historic District Commissions have prepared *Historic District Design Guidelines* that clarify how proposed projects should respect the existing historic character.

Local Historic Districts in Massachusetts were first established on Beacon Hill and Nantucket in 1955. There are now over 200 local historic districts in Massachusetts. Local Historic Districts have been very effective at saving historic structures, neighborhoods, and villages from inappropriate alteration and demolition.

Following the steps outlined in Massachusetts General Laws Chapter 40C, Local Historic Districts are established by a two-thirds majority city council or town meeting vote.

By establishing a local historic district, a community recognizes the importance of its architectural heritage and how vulnerable it is to inappropriate alterations without this local regulation.

Many proposed changes are exempt from review. In a local historic district, there is no review of interior features. In addition, a variety of exterior features are often exempt such as air conditioning units, storm doors, storm windows, paint color, and temporary structures. The decision on which features are exempt from review depends on how the local bylaw or ordinance is written and passed by your city council or town meeting vote.

This brochure has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior. This program receives Federal financial assistance for identification and protection of historic properties. The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street NW, Washington, DC 20240.

RIVERSIDE PROJECT AND POSSIBLE NATIONAL REGISTER NOMINATIONS

A part of Deerfield (1673 grant) and then Greenfield, Gill was incorporated in 1793. The town is bordered on the west by Fall River, and on the east and south by the Connecticut River. Gill includes forests and agrarian land. The civic center is three miles north of Route 2 while the part of Gill called Riverside borders the Connecticut River on its north shore opposite Turner Falls.

The Riverside section of Gill is on the primary corridor between Greenfield and Orange. This is now the path of Route 2, also named the French King Highway and the Mohawk Trail. Commercial development lines the north side of Route 2 while residential buildings line the south side.

The area from Riverside above the Turners Falls to Barton's Cove and the Narrows was an important native fishing area. The historic attack on the native settlement at Riverside by Captain Turner in 1676 is a part of the King Phillips' War that needs further study. Gill is collaborating with Deerfield, Greenfield, Montague, and the Narragansett tribal representatives on a proposal to the National Park Service for a grant to study the battle's logistics. The results may lead to a better understanding of Riverside's archaeological value and further historical signage.

Riverside developed as somewhat of a suburban district of Turners Falls after the Civil War. Housing was available to many who came to work in the factories as well as in the logging industries that developed along the River. Just as it was a place of business, Riverside became a community with several stores, a school, a community hall, and other amenities. At the same time, the residents of Riverside were active in civic, social, and religious activities in Gill Center.

An architectural survey of Riverside has been completed and is listed on MACRIS. Many of the properties contain pictures along with their inventory sheets.

Fall River is a primary local tributary that flows into the Connecticut River. At the lower end, the boundary between Greenfield and Gill is the middle of the river. Up river a wooden dam remains stand and just to the north of Route 2, an abutment of a former bridge between Factory Hollow and Gill still stands.

MACRIS/GIL 116, 115 Dr. Niels Butler Sornborger's House at the corner of French King Highway and Main Road. He located in Riverside about 1870 and built the three-story house now standing on the hill above the road. He is famous for a variety of patent medicine including *Arrum Triphyllum* and also built the Sornborger Sanitarium that housed his patients.

MACRIS/GIL 9 – 1860 - Stoughton Farm – 13 Main Road. Considered a model farm and attracted many visitors from around the world.

Connections between Gill/ Riverside – Bissell Ferry, Smith Ferry, (MACRIS/GIL 907) 1878 Red Suspension bridge and remaining abutment on Riverview Drive (contains famous mudballs), and the Art-Deco Gill/Montague bridge (MACRIS/GIL 901 – 19 37) currently under renovation.

Healing or Heal-All Brook – spring-fed and named for native belief that water was curative. Used as a water source for many residents of Gill before the Water Commission provided water for current residents.

River related industries along Bridge and Fairview Streets – lumber mill, kindling mill, pulp mill. Significant industries related to lumbering and passage on the Connecticut River. Source of employment and that in turn generated development of several stores, a community hall, a school, post office, and a library. See attached Riverside map and these two examples:
MACRIS/GIL 187 – Turners Falls Lumber Company Office at 17 Riverview Drive. 1872.
MACRIS/GIL 51 – Turner Falls Lumber Company Double Worker Housing at 32 Walnut St., 1900.

MACRIS/GIL 130 Henry B. Barton house at 55 French King Highway. A 1920's picture of the Gill Grange picnic on front yard shows the home as a popular gathering place; Barton was a distinguished life-long resident who was active in county and in community (42 years as town clerk and treasurer). See article Feb. 4., 1933 in scrapbook. His parents: B. Bradford and Mary E. Barton. Born: 21 May 1853.

MACRIS/GIL 129 Riverside Municipal Building – Riverside School (1926 construction). Constructed under the direction of Roy Hatch (biography of him in GHC files). Still used under lease to charter school and to the Water Commission and for Gill's historical collection. Exterior and interiors retain original oak woodwork, flooring, and some lighting. The millstone from Janes Mill near Gill Center is mounted by the front of the building. School was built on land purchased by the Town from Henry B. Barton and built "within a stone's throw" from where the first school in Riverside stood. Yukl recollection mentions log and lumber piled where the school now stands.

MACRIS/GIL 10 George Howland Tavern – Old Red House on French King Highway. Built in c.1760 and is considered the oldest house in Gill. "The first tavern-keeper in the Gill section of Greenfield was George Howland who was granted an inn-keeper license in 1764, soon after he had completed the familiar "Old Red House" in Riverside. For many years thereafter, the Howlands kept public house for the convenience of the boatmen traveling the river." (Stoughton, Vol. 1. 205.)

Barton Cove – recreational for fishing, swimming, and boating for many generations. Refer to Yukl reflection so some memories. Current Franklin County Boatclub and Barton Cove Recreational facilities. Site of some dinosaur tracks with map-guided hike possible in some seasons. The farm of Roswell Field, famous for his mid-nineteenth century work in natural history and dinosaur prints is in this area; scholarly work is currently being done by Dr. Robert Herbert on the life and work of this prominent Gill citizen.

French King Bridge and French King Rock – The French King Bridge is the second Art-Deco bridge in Gill and has much acclaim from travelers both on the river and on Route 2.

Attached:

- **Map of Riverside Park by Turners Falls Lumber Co., April 1908.**
- **Map of Riverside area with important sights noted.**

17 September 2013

Dear Gill Select Board:

As you may remember, last February the Gill Historical Commission (GHC) shared our letter to Beth Giannini at the Franklin Regional Council of Governments. We sent to her, and a copy to you, the GHC's proposal to support National Register of Historic Places nomination of Gill sites along the Mohawk Scenic Trail.

We have now been notified that FRCOG received and Berkshire Regional Planning Commission received the proposed grant and have hired preservation specialist Bonnie Parsons to work with FRCOG staff on research and the proposal to the Massachusetts Historical Commission (MHC). Bonnie has worked on about-to-be completed nomination of Gill Center and earlier completed the architectural surveys of Riverside and of Gill Center. She knows Gill well, and we know and respect her professional work.

We know that MHC is receptive to the possibility of nominating Riverside to the NRHP. To support the process, they have asked for a letter of support from the Gill Select Board.

Would you write a brief letter of support that GHC may attach to its letter and those of the involved property owners? Do let us know if you have questions. We have been asked to submit a supporting letter from you and from individual property owners by 3 October 2013. Thank you for your support.

Sincerely,

Kit Carpenter
Chair, GHC

Attached: Riverside Proposal from February 2013



Franklin Regional Council of Governments

January 2, 2013

Re: Mohawk Trail Historic Preservation Project

Dear Mohawk Trail Committee Members:

The Franklin Regional Council of Governments (FRCOG) and the Berkshire Regional Planning Commission (BRPC) are pleased to commence work on the Mohawk Trail Historic Preservation Project. The goal of this project is to encourage the preservation of historic properties on the Mohawk Trail Scenic Byway. To kick off work on this project, two informational meetings will be held on:

- Wednesday, January 16th at 5:30 p.m. in the Community Room at the John W. Oliver Transit Center in Greenfield
- Thursday, January 17th at 5:30 p.m. at the North Adams Public Library in North Adams

The agenda for these meetings is enclosed.

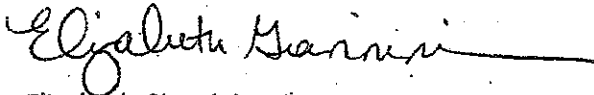
The Mohawk Trail Historic Preservation Project consists of two main components: 1) to prepare Massachusetts Historical Commission survey and inventory forms and/or National Register of Historic Places nominations for a number of properties on or near the Mohawk Trail Scenic Byway, and 2) to complete a study to determine the feasibility of developing and administering a revolving loan fund program to provide financing to willing landowners of significant historic properties along the Mohawk Trail who want to undertake historic rehabilitation projects. This project is being funded with a grant from the National Scenic Byway Program, and is a unique opportunity to protect the historic resources on the Mohawk Trail Scenic Byway.

As part of this project, BRPC and FRCOG are seeking input from historical commissions, historic societies, town officials, and owners of historic properties to identify potential properties. It is estimated that the grant funds will allow BRPC and FRCOG to conduct research and prepare survey forms and/or National Register of Historic Places nominations for an estimated 6 to 8 historic resources along the Mohawk Trail. The exact number of survey forms and/or nominations to be prepared will depend on the specific resources that are identified and the complexity of documenting the historical significance of the property. The intention is to maximize the use of this funding to protect the most resources possible. At this time BRPC and FRCOG are developing a list of all potential historical properties on or near the Mohawk Trail Scenic Byway.

We strongly encourage anyone interested in this project to attend one of the two project kick off meetings in order to learn more about the project, and to share your information on the historic resources along the Byway. Please bring specific information on properties on or near the Mohawk Trail that should be prioritized for survey or nomination work to this meeting including photos and/or previously completed Massachusetts Historical Commission survey forms.

I look forward to working with you on this very important project. Please feel free to contact me at 413-774-3167 ext. 125 if you have questions or would like additional information. Thank you for your attention in this matter.

Sincerely,

A handwritten signature in cursive script, reading "Elizabeth Giannini", followed by a horizontal line.

Elizabeth Giannini, AICP
Senior Transportation Planner

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

COMMERCIAL LEASE

PARTIES

The Town of Gill, with an address of 325 Main Road, Gill, MA 01354-9758, known as the LESSOR, its heirs, successors and assigns, does hereby lease to Four Winds School with an address of 54 French King Highway, Gill, MA 01354, known as the LESSEE, its heirs, successors and assigns, the following described premises:

PREMISES

Two classrooms consisting of approximately 1290 square feet of space located on the ground floor in the Riverside Municipal Building, 54 French King Highway, Gill, MA. A common bathroom is provided on the ground floor. This lease includes an option to use approximately 645 square feet on the basement level at an additional cost of 50% of the monthly rent.

TERM

The term of the lease shall be for twelve (12) months, commencing on September 1, 2013, and continue until August 31, 2014. The LESSEE will have an option to renew said lease, providing LESSEE shall give written notice a minimum of 90 days prior to the expiration of the lease. Renewal is contingent upon mutual consent of the LESSOR and the LESSEE with the same terms and conditions excepting rent.

RENT

The LESSEE shall pay to the LESSOR rent at the rate of \$575.00 per month as long as the school enrollment does not exceed 10 full-time students. In the event enrollment is 11 or more, the rent will increase \$50.00 per month for each student in excess of the initial 10, to a maximum enrollment of 22 students and a maximum rent of \$1,175.00 per month. Enrollment is to be capped at no more than 22 students for any day of normal operation.

All rent payments are to be received within (15) days of the date due, or a ten (10) percent late charge will be due along with the payment. The first full payment will be due on September 1, 2013.

LAST MONTH'S RENT

Last month's rent in the amount of \$850 (under a previous lease) has been paid by the LESSEE to the LESSOR.

UTILITIES, REPAIRS, & UPKEEP

The LESSOR shall provide and the LESSOR shall pay for all of the LESSEE'S share of the utilities, with the exception of heating fuel. The LESSEE shall pay to the LESSOR any heating fuel costs in excess of those incurred July 1, 2007 – June 30, 2008, which totaled \$6,426.33. The LESSOR shall invoice the lessee for these additional heating costs on a monthly basis once costs exceed \$6,426.33. Upon request the LESSOR shall provide copies of heating fuel delivery slips with invoices.

The LESSOR will be responsible for all capital repairs. The LESSEE will be responsible for everyday maintenance to the interior of their space, including installing clear plastic window covers on the interior of all windows in the building during the heating season. The LESSOR will be responsible for all exterior maintenance including snow removal and lawn mowing. Trash removal will be at the LESSEE's expense. Cleaning of the bathrooms and the common hallway shall be the responsibility of the LESSEE.

USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for the operation of an educational facility and related activities.

COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law or municipal by-law or ordinance in force in the town in which the premises are situated.

FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its power. The LESSEE shall, on demand, reimburse the LESSOR and all other tenant, all extra insurance premiums caused by the LESSEE's use of the premises.

MAINTENANCE OF THE PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of this lease or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted; and, whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced nor suffer any waste. The LESSEE shall obtain written consent of the LESSOR before erecting any sign on the exterior of the premises. Said consent shall not be unreasonably withheld.

ALTERATIONS/ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing (which consent shall not be unreasonably withheld), and shall be at the LESSEE's expense and shall be in quality at least equal to the present construction. The LESSEE shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and material furnished or claimed to have been furnished to the LESSEE in connection with any work performed or claimed to have been performed for the LESSEE, and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

ASSIGNMENT/SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without the LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, the LESSEE shall remain liable to the LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property which the leased premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

LESSOR'S ACCESS

The LESSOR or their agents may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and to make repairs and alterations as the LESSOR should elect to do. The LESSOR may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for selling or letting the leased premises or property, without hindrance or molestation. Upon reasonable notice the LESSOR may use the space during times the LESSEE is not occupying space.

INDEMNIFICATION AND LIABILITY

To the fullest extent permitted by law, the LESSEE shall defend, indemnify, and save harmless the LESSOR, and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees) collectively referred to as "demands" arising out of or resulting from acts, errors, or omissions of the LESSEE, or

any person directly or indirectly employed by the LESSEE, or by an action or omission of any other person for whom the LESSEE may be liable. Such obligation shall not negate, abridge or reduce in any way any additional indemnification right of the LESSOR, that otherwise may exist under statutes or in law or equity.

The LESSEE assumes full responsibility for relations with students and employees and LESSEE shall defend, indemnify, and save harmless the LESSOR from all demands made against the LESSOR by any student and/or employee of the LESSEE or any other person, as the result of any LESSEE'S act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any subsequent contract and is not otherwise subject to indemnifications under the subparagraph above.

The indemnification obligations of the LESSEE shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the LESSEE under any federal or state law.

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from a claim or damage resulting from negligence in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain a comprehensive public liability insurance policy in the amount of \$3,000,000 general aggregate on the leased premises, and personal injury insurance limits of \$1,000,000, from responsible companies qualified to do business in Massachusetts and in good standing therein, and insuring the LESSOR as well as the LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates for such insurance at the commencement of this lease term and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the leased premises, or any of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made. In the event a dispute arises over the determination of suitability of the premises, then an impartial mutually agreeable third party will be appointed to make the final decision. Under this section, the LESSEE may elect to terminate this lease if:

1. The LESSOR fails to give written notice within thirty (30) days of the damaging event the LESSOR'S intention to restore the leased premises, or
2. The LESSOR fails to restore the leased premises to a condition substantially suitable for the intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment.

DEFAULT AND BANKRUPTCY

In the event that:

1. The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof; or
2. The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof, or
3. The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made if the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended and to remove the LESSEE's effects without prejudice to any remedies which might be otherwise used for arrears or rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the resident of the term. If the LESSEE shall default in the observance or performance of any conditions or covenants of this lease, the LESSOR, after reasonable notice to the LESSEE and without being under any obligation to do so and without waiving such default, may remedy such default and at the expense of the LESSEE. If the LESSOR makes expenditures or incurs any obligations for the payment of monies in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eight (8) percent per annum and costs, shall be paid to the LESSOR by the LESEE as additional rent.

NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR at such address as the LESSOR may, from time to time, advise in writing. All rent and notices shall be paid and sent to the LESSOR as follows:

Town of Gill, Town Hall, 325 Main Road, MA 01354-9758

SURRENDER

The LESSEE shall, at the expiration or other termination of this lease, removal all the LESSEE'S goods and effects from the leased premises (including but not limited to, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). The LESSEE shall deliver to the LESSOR the leased premises, keys to all locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term of this lease, or as they were put in during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE for any loss or damage thereto, at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense, or to retain same under the LESSOR'S control or to sell at public or private sale, without notice, any and all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

OTHER PROVISIONS

It is also understood and agreed that:

1. The LESSEE is allowed to use the ball fields to the rear of the building as long as the Town of Gill or related groups are not using them.
2. The LESSEE will be able to use the tables and chairs presently in the space during the term of the lease and will make them available to the Town of Gill upon request.
3. The LESSEE will be allowed to use the parking lot to the east of the building.
4. The LESSEE will agree to take the space "as is".
5. The LESSEE agrees that if this lease is rendered null and void by any challenge to the lease by third parties, the lease shall terminate immediately and the LESSEE shall not be entitled to any damages.
6. So long as the use does not interfere with the school operations, the Town of Gill and the Riverside Water District shall have the right to use the premises for municipal purposes.
7. This lease is subject to any appropriations to be made at any Town Meeting by the Town of Gill.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto set their hands and seals this ____ day of September, 2013.

LESSOR

LESSEE

Ray Purington, Administrative Assistant
as authorized by a vote of the Gill Selectboard
on September __, 2013

Stephen Hussey, Headmaster
Four Winds School

**FEDERAL EXCESS PERSONAL PROPERTY
COOPERATIVE AGREEMENT**

Between

The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry:

<u>Gill Fire Dept</u>	<u>1964 Main Road GILLMA</u>	<u>01354</u>
Cooperator (fire dept.)	#, street address, city/town	zip code
<u>(413) 863-8955</u>	<u>(413) 863-0126</u>	<u>firedept@gillmass.org</u>
phone number	fax number	email address

Background and Authorities:

- A. The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry is mandated with the responsibility for providing aid and advice to cities and towns in the Commonwealth according to Chapter 21, Sections 1 and 4, Chapter 48, Section 28, of the General Laws of the Commonwealth amended, and with authority of P.L. 95-224 Federal Grant and Agreement Act of 1977 and P.L. 95-313 Cooperative Forestry Assistance Act Section 10(c).

Purpose:

Better utilization of Excess Federal Property in the Control of Wildland and community fire protection.

Agreement:

This Cooperative Agreement by and between the Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry (hereinafter referred to as the Department) on behalf of the Commonwealth of Massachusetts, and Town of Gill Fire Department, (Hereinafter referred to as the Cooperator):

Name of fire department

SPECIAL NOTATION: This Agreement is not to be confused with the DoD Firefighting Property) Program also administered through the US Forest Service and available to fire departments in Massachusetts. It should be noted that many fire departments will have equipment obtained via both this and the Ffp Program, but the items must be identified separately. See more specific details in following paragraphs.

Witnesseth:

Whereas, the ability to control wildland and community fires is essential to a community's effective fire protection program, and

Whereas, the Cooperator can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the Department in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator:

Now therefore, the parties of this agreement do hereby agree as follows:

I. The DEPARTMENT:

- A. Shall endeavor to make available equipment according to the terms set forth in this agreement.
- B. Will assure that Title to the equipment **shall remain with the United States Government.**
- C. Recognizes ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as the Cooperator's, and the Cooperator may remove same, prior to returning the equipment to the Department.

II. The COOPERATOR agrees:

- A. To accept the equipment as is (State's share) and to repair and equip it for use primarily to control wildfires and incidentally for structural fires.
- B. To have FEPP equipment in service within ONE year of date of acquisition.
- B. To train their personnel in the proper operation of any equipment provided.
- C. It will not be a conduit for the passing of equipment to agencies not actively engaged in fire protection.
- D. It will notify the District Fire Warden and complete the necessary paperwork before transferring any equipment out of its jurisdiction. Must notify the **District Fire Warden** and local law enforcement within 48 hours, or as soon as practical, of all damages, vandalism or theft of the federal excess property on loan under this agreement. This includes the event of an accident or death involving a vehicle on loan to the Cooperator. It will paint the equipment to match the other equipment owned by the Cooperator.
- E. The equipment will be marked with the US Forest Service "tags" and DCR explaining the program ("tags" and "sticker" provided by the Department).
- F. To use this equipment to assist in the suppression of fires and for other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- G. To pick up this equipment at a place designated by the Department and to be responsible for all operational cost, transportation and repairs.
- H. To provide for adequate storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Department.
- I. To assume the cost of returning the equipment to a location identified by the Dept.
- J. To have in force at the time the equipment is secured and to keep in force throughout the term of this agreement insurance to cover any liabilities resulting from the use of this equipment.

If a Cooperator carries insurance greater than the liability, it may need to be negotiated as to repayment of replacement (ie. Cooperator must prove "investment costs to equipment" for reimbursement, since Gov't. owns).
- K. To not exceed manufacturer's maximum weight limitations.
- L. To provide adequate storage for vehicles or equipment to assure against damage or loss until returned to the Department for disposition.

M. That none of the equipment provided by the Department nor any part or portions thereof, shall be sold, junked, or traded by the Cooperator other than in accordance with the Return and Disposal Instructions promulgated by the Department, which may be obtained upon request. In this regard, it is understood by the Cooperator that Title to and ownership of all equipment shall remain vested in the U.S. Forest Service and that said specified equipment is made available to the Department (and consequently to the Cooperator) pursuant to the Federal Excess Property Program(see "Background and Authorities").

M1 Initials of Chief: GNB

N. Cannibalization or major modification of FEP must have prior permission from the Department
O. To make the equipment available for inspection, when requested, by a representative of the DCR or the US Forest Service
P.

III. This agreement will be effective from the date of execution by the State Forester and will continue in force unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.

IV. The Cooperator agrees to hold harmless and to indemnify the Commonwealth of Massachusetts, its agencies, officers, agents, and employees against all claims, demands and causes of action by third persons for death, bodily injury or loss of damage to property in so far as claim, or demand or cause of action results from the use of equipment provided by the Department.

V. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

In witness thereof, the parties by and through their duly qualified and acting officials have hereunto **set their names.**

Printed Name: Chief Gene M. Beaubien
Gene M. Beaubien 9/24/13
Cooperator (Fire Chief's signature) Date

John R. Ward 10/7/13
Chairman, Board of Selectman (or other) Date

David Celino, Chief Warden

Date

Department of Conservation and Recreation
Bureau of Forest Fire Control & Forestry

Peter Church, State Forester
Department of Conservation and Recreation

Date

File: FEP cooperative agreement 2007 (revised 8/2001; Update 3/05; 1/24/06; 6/21/07;
5/18/2011)

**DoD FIREFIGHTING PROGRAM
COOPERATIVE AGREEMENT**

Between

The Massachusetts Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry:

<u>Gill Fire Dept</u>	<u>196A Main Road Gillman</u>	<u>01354</u>
Co-operator (fire dept.)	#, street address, city/town	zip code
<u>(713) 863-8955</u>	<u>(713) 862-0126</u>	<u>firedept@gillmass.org</u>
phone number	fax number	email address

Background and Authorities:

- A. The Massachusetts Department of Conservation and Recreation, Bureau of Forestry and Fire Control is mandated with the responsibility for providing aid and advice to cities and towns in the Commonwealth according to the General Laws of the Commonwealth amended:
Chapter 21, Sections 1 and 4,
Chapter 48, Section 28
- B. With authority of the DoD firefighting property transferred under: 10 U.S.C. 2576b administered by the USDA Forest Service.
The Economy Act, 31 U.S.C. 1535

SPECIAL NOTATION: This Agreement is not to be confused with the Federal Excess Personal Property (FEPP) Program also administered through the US Forest Service and available to fire departments in Massachusetts. It should be noted that many fire departments will have equipment obtained via both this and the FEPP Program, but the items must be identified separately. See more specific details in following paragraphs.

Purpose:

Utilization of DoD Excess Federal Property in the Control of Wildland and community fire protection and emergency services.

Agreement:

This Cooperative Agreement by and between the Department of Conservation and Recreation, Bureau of Forest Fire Control and Forestry (hereinafter referred to as the Department) on behalf of the Commonwealth of Massachusetts, and Town of Gill Fire Department, (Hereinafter referred to as the Cooperator):
Name of fire department

Witnesseth:

Whereas, the ability to control wildland and community fires is essential to a community's effective fire protection program, and

Whereas, the Cooperator can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the Department in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator:

Now therefore, the parties of this agreement do hereby agree as follows:

I. The DEPARTMENT:

- A. Shall endeavor to make available equipment according to the terms set forth in this agreement.

- B. Provide title to the equipment being transferred to the FIRE DEPARTMENT at time of issue. (Title will be in the name of the FIRE DEPARTMENT or legal name of the corporation, or public entity responsible for the FIRE DEPARTMENT not an individual member)EQUIPMENT must be kept in service by the FIRE DEPARTMENT for a minimum of **two years from the date of registration**. Property lost, stolen, damaged beyond repair prior to this one year minimum date must be reported within 24 hours of event to the Department.
- C. Recognizes ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as the Cooperator's.

II. The COOPERATOR agrees:

- A. To accept the equipment as is and to repair and equip it for use primarily to control wildfires and incidentally for structural fires.
- B. To have FFP Equipment in service within **one** year of date of acquisition.
- C. To train their personnel in the proper operation of any equipment provided.
- D. It will not be a conduit for the passing of equipment to agencies not actively engaged in fire protection.
- E. It will notify the District Fire Warden and complete the necessary paperwork before transferring any equipment out of its jurisdiction. **It will also notify DCR if the equipment is lost, stolen or damaged within 48 hours if this agreement is still in effect.**

E1. Initials of Chief: *JMB*

- F. It will paint the equipment to match the other equipment owned by the Cooperator
- G. The equipment will be marked with stickers and tags provided by DCR.
- H. To use this equipment to assist in the suppression of fires and for other emergencies which are threatening the loss of life or property both within its operational boundaries and under mutual agreements with neighboring communities.
- I. To pick up this equipment at a place designated by the Department and to be responsible for all operational cost, transportation and repairs.
- J. To provide for adequate storage and maintenance for this equipment and fire tools and to make same available for periodic inspections by the Department and the US Forest Service.
- K. To have in force at the time the equipment is secured and to keep in force throughout the term of this agreement insurance to cover any liabilities resulting from the use of this equipment.
- L. To not exceed manufacturer's maximum weight limitations.
- M. Recipients of Firefighting Program property will provide access to and the right to examine all records, books, papers, or documents relating to DoD firefighting property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.

III. This agreement will be effective from the date of execution by the State Forester and will continue in force unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.

IV. The Cooperator agrees to hold harmless and to indemnify the Commonwealth of Massachusetts, its agencies, officers, agents, and employees against all claims, demands and causes of action by third persons for death, bodily injury or loss of damage to property in so far as claim, or demand or cause of action results from the use of equipment provided by the Department.

- V. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.

In witness thereof, the parties by and through their duly qualified and acting officials have hereunto **set their names.**

Printed Name: Chief Gene M. Beaubien
Gene M. Beaubien 9/24/13
Cooperator (Fire Chief's signature) Date

John N. Ward 10/7/13
Chairman, Board of Selectman (or other) Date

David Celino, Chief Warden
Bureau of Forest Fire Control & Forestry Date

Peter Church, State Forester
Department of Conservation and Recreation Date

File: FFP cooperative agreement 2007 (revised 8/2001; Update 3/05; 1/24/06; 6/21/07; 3/15/11)

DRAFT

Preliminary Information on Proposed Sewer Rate Increase

Oct. 7, 2013

	FY14	FY13	FY12	FY11	FY10	FY09
Category	Budgeted	Actual	Actual	Actual	Actual	Actual
Alarm Services	280	252	252	246	240	240
Bill Printing	555	552	553	551	543	543
Electric	1,290	1,109	1,239	1,317	1,407	1,710
Inspections/Calibrations	585	100	569	569	70	1,003
Maintenance	3,625	3,674	1,224	130	-	2,897
Mileage	1,400	1,127	1,249	1,046	1,080	1,349
Mowing	450	335	440	275	290	100
Other/Supplies	200	803	-	26	480	296
Payroll	11,077	9,303	9,998	9,162	10,774	9,767
Postage	350	-	-	-	110	-
Sewage Disposal	59,000	59,053	63,897	52,029	47,070	42,470
UNBUDGETED Sewer Increase	1,445	-	-	-	-	-
Telephone	230	225	213	222	176	170
Expenses grand total	80,487	76,534	79,633	65,573	62,240	60,544

Omnibus Budget Voted	79,042	79,042	67,740	66,166	66,047	51,916
Extra Voted to Budget	-	-	12,000	-	-	11,000
Budget minus Expenses	(1,445)	2,508	107	593	3,806	2,371

Revenue

There are currently 113 sewer accounts.

Current Rate	0.135 \$/cubic foot
less 10% discount	0.0135 (all customers receive the discount)
Effective Rate	0.1215

Sewer Commitments - aka Invoices to Users

Period	FY14	FY13	FY12	FY11	FY10	FY09
		73,688.53	\$ 49,266	\$ 51,262	\$ 52,310	\$ 57,168

Current Projected Revenue

RWD Water Use (current average)	13,459 gal/day	(average of last 8 quarters)
equals	4,912,535 gal/year	
equals	656,757 cu ft/year	
x current Effective Rate	0.1215 \$/cu ft	
Total Invoiced to Sewer Users	\$ 79,796	

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Proposed Projected Revenue - Full Year

<u>Scenario A</u>			<u>Scenario B</u>		
Possible New Rate	0.137	\$/cu ft	Possible New Rate	0.140	\$/cu ft
Possible Effective Rate	0.1233	\$/cu ft	Possible Effective Rate	0.1260	\$/cu ft
Estim. Total Full Year	\$	80,978	Estim. Total Full Year	\$	82,751

Proposed Projected Revenue - Sept. bill @ Old Rate, Dec/Mar/Jun bills @ New Rate

Bill Date	<u>Scenario A</u>			<u>Scenario B</u>		
	Avg Cu. Ft	Disc. Rate	Bill Total \$	Avg Cu. Ft	Disc. Rate	Bill Total \$
Sept '13 - Actual	177,493	0.1215	\$ 21,586	177,493	0.1215	\$ 21,586
Dec '13 (avg last 2 Dec bills)	153,175	0.1233	\$ 18,886	153,175	0.126	\$ 19,300
Mar '14 (avg last 2 Mar bills)	156,799	0.1233	\$ 19,333	156,799	0.126	\$ 19,757
Jun '14 (avg last 2 Jun bills)	155,912	0.1233	\$ 19,224	155,912	0.126	\$ 19,645
			\$ 79,029			\$ 80,287

Impact on Average Sewer User

	Cubic Feet	Discounted Current Rate	Billed Amount	Amount Over Current	% Over Current	Scenario
Current Avg. Quarterly Amount	1440	0.1215	\$ 175			
Current Avg. Annual Amount	5759	0.1215	\$ 700			
Possible Avg. Quarterly Amount	1440	0.1233	\$ 178	\$ 2.59	1.5%	A
Possible Avg. Annual Amount	5759	0.1233	\$ 710	\$ 10.37		
Possible Avg. Quarterly Amount	1440	0.1260	\$ 181	\$ 6.48	3.7%	B
Possible Avg. Annual Amount	5759	0.1260	\$ 726	\$ 25.92		

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 12/11/12)

If the usage figures are believed to be incorrect for the current billing cycle, an abatement form must be filled out, signed, and dated to allow the Town to respond and consider the request. The bill must be paid before any abatement will be considered.

Sewer Bill Date: 9/10/13 Sewer Bill #: 5100
(Abatement requests must be in writing to the Sewer Commissioners within 30 days of the bill date.)

Dear Sewer Commissioners: I am requesting abatement of my sewer bill for the noted reason(s).

- ☒ Metered water used for filling swimming pools or spas (complete chart below)
(Abatement shall not be granted if calculated amount is less than \$10.00)
- ☐ Inaccurate readings (must be confirmed by Water Commissioners)
- ☐ Excessive reading due to broken water pipes (must prove that excess water did not enter sewer system)
- ☐ Other (explain below)

Explanation: _____

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"B" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Discounted Sewer Rate (from bill) 0.1350 - 10% = 0.1215 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	075074	075143	69	.1215	5.86
6/18/13	17830	17899	69	0.1215	5.86
7/18/13	18499	18568	69	0.1215	5.86
8/18/13	19168	19237	69	0.1215	5.86
				0.1215	
				Total requested	\$ 17.58

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Name JEFFERY SEPPEMANET

Account # (from bill) _____

Address 287 WALNUT ST
BILL, MA 01376

Tel. 863-8492

Meter location if different from above address _____

Submit this completed form to the Tax Collector

PO Box 784, Turners Falls, MA 01376

Town Use Only Below This Line

Date received by Tax Collector 9/24/2013 Abatement deadline (90 days from receipt) _____

Sewer bill is paid & no outstanding sewer charges? ☒ YES ☐ NO

Tax Collector signature Thomas A. LaChance

Sewer Commission response: Approved ☒ Denied _____

Date 10/7/13

Sewer Commissioners

John R. Ward
[Signature]
James H. Senecal



GeoInsight®

Environmental Strategy & Engineering
Practical in Nature

VIA Certified mail
Rec'd 10/7/13

October 4, 2013

GeoInsight Project 5601-000

Town of Gill
John Ward, Chair
Board of Selectmen
325 Main Road
Gill, Massachusetts 01354

RE: Release Abatement Measure Plan
23 French King Highway
Gill, Massachusetts

Dear Mr. Ward:

In accordance with the Massachusetts Contingency Plan (MCP) at 310 Code of Massachusetts Regulations (CMR) 40.1403(3)(d) and at the request of Summit Distributing, LLC, this letter serves as official notification that a Release Abatement Measure (RAM) Plan has been prepared for the site located at 23 French King Highway in Gill, Massachusetts. RAM field activities, which will include shallow trenching and installation of soil vapor extraction piping, are anticipated to commence during the week of October 7, 2013 and are expected to likely be completed within 14 days. The RAM Plan is available for review by contacting the Massachusetts Department of Environmental Protection (MADEP) Northeast Regional Office in Wilmington, Massachusetts.

If you have questions regarding this notice, please contact the undersigned at (603) 314-0820.

Sincerely,
GEOINSIGHT, INC.

Todd E. Piskovitz, L.S.P.
Project Hydrogeologist

David A. Maclean, L.S.P.
Senior Associate/Senior Hydrogeologist

cc: MADEP, Northeast Regional Office (as attachment to status report)

P:\5601 Summit Gill MA\2012 RAM Plan\5601public notification.docx

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