### TOWN OF GILL

MASSACHUSETTS



#### www.gillmass.org

### SELECTBOARD MEETING MINUTES January 26, 2015

Call to Order: The Selectboard meeting was called to order at 5:35 PM.

<u>Members Present:</u> Randy Crochier, John Ward, and Greg Snedeker <u>Members Absent:</u> none <u>Others Present:</u> Ray Purington, Admin. Assistant; Vicky Jenkins, Janet Masucci, Claire Chang, and Tia Fattaruso

Minutes: Minutes from 1/12 were not ready for review.

DEP Administrative Consent Order: The Selectboard reviewed a 1/20/15 version of an Administrative Consent Order (ACO) from the DEP regarding Total Coliform Bacteria violations for the well at the Gill Elementary School. DEP has modified the ACO so that in the event of multiple detections of coliform during any of the next 12 months, the Town must either install and activate a mechanical disinfection system or begin continuous disinfection of the well and propose a schedule for installation of a mechanical disinfection system. The most common methods of mechanical disinfection for coliform bacteria are chlorination and ultraviolet light.

The need for the ACO came about because water samples for September and November 2014 exceeded the allowable limits for coliform bacteria. Ray reported that samples for December and January were fine.

During discussion, there was a stated preference for ultraviolet (UV) light over chlorination, should this part of the ACO be triggered in the coming year. Design of a UV disinfection system is already included in the USDA grant application. John made a motion, seconded by Greg, to sign the ACO. The vote was unanimous in the affirmative.

<u>USDA Grant Update:</u> According to the engineers at Wright-Pierce, the USDA is still conducting its review of our grant application. It is hoped that we'll receive a favorable decision within a few weeks. If the decision takes much longer than that, it will make it more challenging to have a treatment system installed before school starts in September.

<u>Use of Town Fields:</u> Ray recommended that the Town exercise its 2015 option to lease the Mariamante property to Brian Peila for \$200 for use as a hayfield. There were comments about how nice the field has looked during the last two years that Peila has been using it. John made a motion, seconded by Greg, to lease the Mariamante property to Brian Peila for 2015 for \$200. The vote was unanimous in the affirmative.

Ray advised that if the Boyle Lot is to be leased again this year for agricultural uses, bids will need to be sought. He recommended seeking a one-year bid with two one-year renewals at the Town's option. There was discussion and consensus to word the bid so that the Year 1 winning bidder will receive the renewals, should the Town opt to renew. It was felt that this will provide some incentive to the farmer to care for and improve the field with manure or other fertilizers. Ray will seek bids and report back at the end of February.

Tupper Brown joined the meeting at 5:40 PM.

<u>Energy Commission Projects:</u> Members of the Energy Commission met with the Selectboard to provide updates on various projects.

Claire Chang and Vicky Jenkins spoke about progress toward an air-source heat pump system for the Riverside Building. It has been difficult to find someone willing to design a system for free. Because of the need to bid the installation work, a contractor who provides a free design has no guarantee of being awarded the bid. It was also pointed out that this type of system is beyond our "in house" expertise, and is generally too small a project to be of interest to large design firms.

Vicky shared a proposal for engineering services that she received from Lindgren & Sharples, with total fees of \$10,500. It is hoped this amount will come down, as they included disconnection and removal of the oil-fired steam boiler and heating system, which will be left intact. Ray pointed out that with an engineering services proposal over \$10,000 and a reference in the proposal to "construction costs closer to \$100,000", we are very near the dual thresholds which would require the Town to follow a more formal procurement process for Design Services. It was felt that with a correct scope of work, the Lindgren & Sharples proposal will be less than \$10,000.

Tupper spoke in favor of hiring an engineer or other professional to design this system. It is a complicated project, with multiple types of spaces in the building (classrooms, museum, office, bathroom, and basement). There are likely a number of different, non-residential building codes that will apply to the work. Even if the Town were to hire Andrea Woods from the FRCOG to handle the bid process, we would still need to provide her with a complete, thorough design for the bid documents.

One other engineer had been contacted about this project, but declined due to his workload. The engineer will be contacted again to see if he is willing to look over the Lindgren & Sharples proposal and advise if the scope and price seems reasonable.

The discussion moved on to the Energy Commission's workshops – 15 are planned for 2015. To cover the stipends for the 15 workshops and 2 others conducted in 2014, the Commission is requesting an additional \$5,100 allocation from the Green Communities grant. It was pointed out that the grant money will be going away, and that to continue holding the same number of workshops will mean finding ways to make the workshop series more self-sustaining. It was pointed out that currently the workshops have no admission charge, although some have a small charge for materials. There is no preferential treatment for Gill residents to attend workshops (versus non-residents), although through the Gill newsletter, residents do find out about workshop offerings ahead of non-residents.

It was felt that, in general, one workshop per month is probably the limit of the Commission's time to plan and coordinate workshops. There is a great deal of enthusiasm for the workshops, from presenters and attendees. Perhaps the Energy Commission will need to seek more money from the Town budget to help with future workshop costs after the grant funds are gone.

It was pointed out that several of the workshops will be held on the presenters' private property, and at least one workshop ("Heating with Wood", which includes chain saw techniques and demonstrations) has some level of risk. The Selectboard asked Ray to check with Town Counsel on the Town's potential liability and ways to minimize it.

On the topic of LED streetlights, Tupper noted that he hasn't heard recently from his contact at the Town of Amherst about their availability to install our LED light fixtures. Ray reported that DOER has approved our use of Green Community grant funds for the project, and that he is in the process of reviewing the Purchase & Sale and License Agreements from WMECO.

Compact for Education: Tupper Brown addressed the Selectboard on a non-Energy Commission matter – the Compact for Education that was developed in 2010 to establish a plan for stabilizing finances for the Gill-Montague Regional School District and the Towns of Gill and Montague. The compact was signed by the Selectboards and Finance Committees of both towns, the School Committee and school administration, the State Senator and Representatives for both towns, and representatives from the State Department of Elementary and Secondary Education (DESE). Tupper disclosed that he was involved with writing and planning the original Compact, and that he is married to a current member of the School Committee.

In what he characterized as second-hand information at best, Tupper reported that he was informed that at a recent School Committee meeting, the Chair stated that the Compact has expired. He urged the Selectboard to send a letter to the entire School Committee, with a copy to Superintendent Sullivan, which lays out the Town's continued strong support for the Compact, and its concern about the Chair's statement.

It was pointed out that both towns last year approved assessments from the District that were higher than the amount called for by the Compact, and that the collaborative discussions produced by the Compact were a major reason behind unanimous votes by Town Meeting in support of the District's assessments. The District's budgets for the last several years have been approved without resorting to a District-Wide meeting, and the Compact is felt to be partly responsible for that, as well.

By consensus, the Selectboard agreed to have Ray send a letter on their behalf to the School Committee and Superintendent that outlines their support for the Compact.

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Tupper Brown, Claire Chang, and Vicky Jenkins left the meeting at 6:35 PM.

Sewer I&I: Nothing to report.

Safety Complex Roof: Nothing to report.

FCCIP Update: Ray reported on the January 15<sup>th</sup> meeting of the Franklin County Cooperative Inspection Program's Advisory Board. He is the Town's representative on that Board. Highlights from the meeting include: voting to update the operating procedures of the Board, including decreasing to four the number of representatives that constitute a quorum; voting to adopt a new fee schedule for plumbing and gas inspections effective March 1<sup>st</sup>; continuing a policy that waives permit fees for municipal projects, but only for projects with fees \$500 or less; and adopting a Program budget for FY16 that does not increase assessments to the member towns.

Randy noted that the Advisory Board for the Cooperative Public Health Service, of which he is a Co-Chair, recently voted to try making a switch for FY16 to a fee & assessment model similar to the FCCIP. The CPHS would collect and keep health permit fees, and by doing so, be able to lower the annual assessments charged to the member towns. Currently each town receives any health permit fees collected by the CPHS.

Fixed Price Contract for Electricity: With the recent increase in WMECO's rates for electricity, Ray has contacted Ann-Renee Larouche at the HCOG and Paul Schroeder at the LPVEC to learn more about their fixed price electricity contracts. Both typically offer contracts lasting 12 to 24 months. Sample pricing from the LPVEC obtained on 1/23 was \$0.0978/kWh for 12 months and \$0.0994 for 24 months. WMECO's fixed price through June 30th is \$0.14015, so there is a good opportunity for some savings. Pricing from the HCOG was not available for today's meeting, but will be sought for February 9th.

There is one notable difference between the two agencies: with the HCOG's contract, if our usage varies up or down by more than 20% of what was projected, the price we pay will be renegotiated. For the LPVEC's contract, the price is the price, regardless of changes in usage. Converting streetlights to LEDs and installing air-source heat pumps at Riverside will both be significant changes to the Town's electricity demand. Ray will continue to gather more information and will report back in two weeks.

FRRS COLA Notice: The Selectboard reviewed a memo from Dale Kowacki, Executive Director of the Franklin Regional Retirement System. The memo provides a 30 day notice to the Selectboard that the FRRS's Board will "contemplate the option of voting a 3% COLA to eligible retirees of the system." The notice is required in order for the Board to consider any COLA amount higher than 1.7%, which is the same as what Social Security has granted for this year. The FRRS COLA would apply only to the first \$15,000 of a retiree's pension.

For the last several years the Selectboard has generally opposed this seemingly automatic COLA in excess of Social Security. A copy of the 2014 letter objecting to the COLA was reviewed, and Ray was asked to update the figures for 2015 and send the letter on the Selectboard's behalf.

Tia Fattaruso and Janet Masucci left the meeting at 6:55 PM.

Warrant: The Selectboard reviewed and signed FY 2015 warrant #16.

The meeting adjourned at 7:15 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Greg Snedeker, Selectboard Clerk



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

### Department of Environmental Protection

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

Charles D. Baker Governor

Karyn E. Polito Lieutenant Governor Matthew A. Beaton Secretary

> Martin Suuberg Commissioner

January 20, 2015

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

Re:

Gill - DWP

Gill Elementary School PWS ID# 1106004 ACO-WE-14-5D032

Dear Mr. Purington,

Enclosed for review and signature are two copies of a modified Administrative Consent Order (ACO) addressing Total Coliform Bacteria violations within the water system serving the Gill Elementary School..

If acceptable, both copies of the enclosed document should be signed with both original copies returned to the Department by February 1, 2015. Following receipt of the signed documents, the Department will sign both copies and one original will be returned to you.

If you have any questions regarding this issue, please contact Douglas Paine at (413) 755-2281.

Respectfully,

Deirdre Doherty

Drinking Water / Municipal Services Chief

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Bureau of Water Resources

Y:\DWP Archivc\WERO\Gill-1106004-enforcement -2015-01-20 W:\brp\ws\enforcement & compliance\ACOs\Gill Elementary School Bacti MCL 12-2014 cover letter (2) CC: Gill BOH; MassDEP/DWP Boston; Bob Flagg

# COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the matter of:		
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Town of Gill	į	
Gill Elementary School	)	ACO-WE-14-5D032
	)	PWS ID # 1106004

## ADMINISTRATIVE CONSENT ORDER AND NOTICE OF NONCOMPLIANCE

### I, THE PARTIES

- 1. The Department of Environmental Protection ("Department" or "MassDEP") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts 02108, and its Western Regional Office at 436 Dwight Street, Springfield, Massachusetts 01103.
- 2. The Town of Gill ("Respondent") is a Municipality which owns and operates the Gill Elementary School, a public water system, located at 148 Boyle Road, Gill, Massachusetts, 01376. Respondent's mailing address for purposes of this Consent Order is 325 Main Road, Gill, Massachusetts, 01354-9758.

### II. STATEMENT OF FACTS AND LAW

3. MassDEP is responsible for the implementation and enforcement of the Federal Safe Drinking Water Act, 42 U.S.C. §300f et seq. and the regulations promulgated thereunder. MassDEP implements and enforces statutes and regulations of the Commonwealth of Massachusetts for the protection of the public drinking water supply, including, without limitation, M.G.L. c. 111, §5G and §160 and, the Drinking Water Regulations at 310 CMR 22.00; the Cross Connections, Distribution System Protection Regulations at 310 CMR 22.22; and the Underground Injection Control Regulations at 310 CMR 27.00. MassDEP, pursuant to M.G.L. c. 111, §160, may issue such orders as it deems necessary to ensure the delivery of fit and pure drinking water by public water systems to all consumers. MassDEP, pursuant to M.G.L. c. 111, §5G, may require by order the provision and operation of such treatment facilities as it deems necessary to ensure the delivery of a safe water supply to all consumers MassDEP's Drinking Water Regulations at 310 CMR 22.02 define a public water system as a system for the provision to the public of water for human consumption, through pipes or other constructed conveyances, if such system has at least 15 service connections or regularly serves

In the Matter of: Gill Elementary School ACO-WE-14-5D032 Page 2of 6

an average of at least 25 individuals daily at least 60 days of the year. 310 CMR 22.02 also defines a supplier of water as "any person who owns or operates a public water system." MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.

- 4. Respondent is a public water system pursuant to 310 CMR 22.00 et seq.
- 5. The following facts and allegations have led MassDEP to issue this Consent Order:
  - A. Respondent exceeded the Maximum Contaminant Level (MCL) for Total Coliform bacteria during the months of September and November 2014 in violation of Massachusetts Drinking Water Regulation 310 CMR 22.05(8)(a)2.
  - B. Massachusetts Drinking Water Regulation 310 CMR 22.05(8)(a)2 states "For a system which collects fewer than 40 routine samples/month, if no more than one sample collected during a month is total coliform-positive, the system is in compliance with the MCL for total coliform."
  - C. MassDEP addressed the September 2014 violation with an October 20, 2014 Notice of Noncompliance (NON-WE-14-5D236-CSA) requiring that Respondent issue public notification.
  - D. The November 2014 maximum contaminant level violation indicates that Respondent continues to be susceptible to periodic detections of total coliform bacteria and violations of the Total Coliform Rule. Multiple violations of the Total Coliform Rule within a 12-month period are addressed by the Department through Higher Level Enforcement.
  - E. In response to the November 2014 violations, Respondent must:
    - 1. provide public notification in accordance with 310 CMR 22.16 and submit certification to MassDEP and the local Board of Health immediately upon completing public notification,
    - 2. complete the Emergency Response Checklist (ER Report Form 1) and retain it within Respondent's files for five years, and
    - 3. collect a minimum of five samples for total coliform bacteria from Respondent's distribution system in the next month of operation following the latest violation.

#### III. DISPOSITION AND ORDER

For the reasons set forth above, MassDEP hereby issues, and Respondent hereby consents to, this Order:

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- 6. The parties have agreed to enter into this Consent Order because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondent enters into this Consent Order without admitting or denying the facts or allegations set forth herein. However, Respondent agrees not to contest such facts and allegations for purposes of the issuance or enforcement of this Consent Order.
- 7. MassDEP's authority to issue this Consent Order is conferred by the Statutes and Regulations cited in Part II of this Consent Order.
- 8. Respondent shall perform the following actions:
  - A. Should multiple detections of total coliform bacteria occur within the Gill Elementary School distribution system during any month extending twelve months from the effective date of this Consent Order, Respondent shall either:
    - a. within 21-days of learning of the violation install and activate a mechanical disinfection system(s) to serve the affected area, and provide written notice to MassDEP of the installation and activation. Once activated, the disinfection system will remain in use until Respondent has identified and corrected the cause of the contamination and MassDEP authorizes Respondent to stop disinfection. Within 60-days of learning of the violation, Respondent shall submit a BRPWS34 permit application detailing the installation of its disinfection system; or
    - b. within 7-days of learning of the violation begin continuous non-mechanical disinfection of the water system and shall provide written notice to MassDEP of the disinfection method and propose a schedule for the permitting (BRPWS34 permit application), design and installation of a mechanical disinfection system. Once initiated, disinfection shall continue until Respondent has identified and corrected the cause of the contamination and MassDEP authorizes Respondent to stop disinfection. Respondent shall record daily chlorine residuals and shall report those data to MassDEP on an appropriate reporting form by the 10th day of each following month.
- 9. Respondent's obligations under this Consent Order shall cease upon Respondent's completion of all actions required pursuant to Paragraph 8 of this Consent Order and any payments required by this Consent Order.
- 10. Unless submitted via eDEP or except as otherwise provided, all notices, submittals and other communications required by this Consent Order shall be directed to:

Douglas Paine MassDEP In the Matter of: Gill Elementary School ACO-WE-14-5D032 Page 4of 6

> 436 Dwight Street Springfield, MA 01103

Such notices, submittals and other communications shall be considered delivered by Respondent upon receipt by MassDEP.

- 11. Actions required by this Consent Order shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Consent Order shall not be construed as, nor operate as, relieving Respondent or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.
- 12. For purposes of M.G.L. c. 21A, § 16 and 310 CMR 5.00, this Consent Order shall also serve as a Notice of Noncompliance for Respondent's noncompliance with the requirements cited in Part II above. MassDEP hereby determines, and Respondent hereby agrees, that any deadlines set forth in this Consent Order constitute reasonable periods of time for Respondent to take the actions described.
- 13. Respondent is Permittee, as that term is defined in 310 CMR 4.02, for the purpose of assessing and collecting annual compliance assurance fees pursuant to M.G.L. c. 21A, §18 and M.G.L. c. 21E, §3B.
- 14. Respondent understands, and hereby waives, its right to an adjudicatory hearing before MassDEP on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review. This waiver does not extend to any other order issued by the MassDEP.
- 15. This Consent Order may be modified only by written agreement of the parties hereto.
- 16. The provisions of this Consent Order are severable, and if any provision of this Consent Order or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Consent Order, or the application of such other provisions, which can be given effect without the invalid provision or application, provided however, that MassDEP shall have the discretion to void this Consent Order in the event of any such invalidity.
- 17. Nothing in this Consent Order shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of MassDEP to issue any additional order or to seek any other relief with respect to the subject matter covered by this Consent Order, or (ii) any legal or equitable right of MassDEP to pursue any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the subject matter covered by this Consent Order, including, without limitation, any action to enforce this Consent Order in an administrative or judicial proceeding.
- 18. This Consent Order shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of MassDEP or Respondent with respect to any subject matter not covered by this Consent Order.

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- 19. This Consent Order shall be binding upon Respondent and upon Respondent's successors and assigns. Respondent shall not violate this Consent Order and shall not allow or suffer Respondent's employees, agents, contractors or consultants to violate this Consent Order. Until Respondent has fully complied with this Consent Order, Respondent shall provide a copy of this Consent Order to each successor or assignee at such time that any succession or assignment occurs.
- 20. In addition to the penalty set forth in this Consent Order, if any (including any suspended penalty), if Respondent violates any provision of the Consent Order, Respondent shall pay stipulated civil administrative penalties to the Commonwealth in the amount of \$100 per day for each day, or portion thereof, each such violation continues.

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondent corrects the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether MassDEP has notified Respondent of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Consent Order shall be paid within thirty (30) days of the date MassDEP issues Respondent a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this Consent Order. The payment of stipulated civil administrative penalties shall not alter in any way Respondent's obligation to complete performance as required by this Consent Order. MassDEP reserves its right to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondent's failure to comply with the requirements of this Consent Order. In the event MassDEP collects alternative civil administrative penalties, Respondent shall not be required to pay stipulated civil administrative penalties pursuant to this Consent Order for the same violations.

Respondent reserves whatever rights it may have to contest MassDEP's determination that Respondent failed to comply with the Consent Order and/or to contest the accuracy of MassDEP's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondent agrees to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Consent Order.

- 21. Failure on the part of MassDEP to complain of any action or inaction on the part of Respondent shall not constitute a waiver by MassDEP of any of its rights under this Consent Order. Further, no waiver by MassDEP of any provision of this Consent Order shall be construed as a waiver of any other provision of this Consent Order.
- 22. To the extent authorized by the current owner, Respondent agrees to provide MassDEP, and MassDEP's employees, representatives and contractors, access at all reasonable times to the Gill Elementary School public water system for purposes of conducting any activity related to its oversight of this Consent Order. Notwithstanding any provision of this Consent Order, MassDEP retains all of its access authorities and rights under applicable state and federal law.

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- 23. This Consent Order may be executed in one or more counterpart originals, all of which when executed shall constitute a single Consent Order.
- 24. All applicable transmittal fees shall accompany any submissions(s) required by this Consent Order.
- 25. The undersigned certify that they are fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.
- 26. This Consent Order shall become effective on the date that it is executed by MassDEP.

### TOWN OF GILL SELECT BOARD

Ву:	Chain	
	Chair	
Date:		
Ву:		
	Member	
Date:		
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	Member	
Date:		
Issued		
DEPA	ARTMENT OF ENVIRONMENTAL	PROTECTION
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Ву: _		_
	Michael Gorski	
	Regional Director	
	MassDEP	
Date:		

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435 Cottage Street, Suite 1, Springfield, MA 01104-4005

Phone: (413) 732-4336 / Fax: (413) 731-0786

January 26, 2015

Ms. Vicky Jenkins Town of Gill Energy Commission 325 Main Road Gill, MA 01354

Re: Consulting Engineering Services

Gill Riverside Municipal Building - HVAC Renovations

Gill, Massachusetts

Dear Ms. Jenkins:

Thank you for the request for proposal and supporting documents for the above referenced project. Lindgren & Sharples, PC would be pleased to provide the professional Engineering services required to produce detailed construction documents suitable for bidding the Mechanical and Electrical Systems work required to support the proposed heating and cooling system renovations to the Gill Riverside Municipal Building. Based upon our phone conversation and the information received, we feel the most prudent way to proceed would be as follows:

#### PROJECT DESCRIPTION

The existing building is home to the Four Winds Charter School and is approximately 3,600 SF, wood-framed, sloped-roof building, with a ground level, basement, and attic. The ground level of the building is comprised of two large classrooms, administrative offices, and a room occupied by the historical society. The basement is primarily used for storage and for the boiler and ancillary mechanical systems.

This project will consist of the removal of an existing oil-fired steam boiler original to the building and the addition of new split-system, air-source heat pump units. Any upgrades to the building's ventilation system will be completed as part of this project in order to comply with the latest mechanical code requirements.

#### SCOPE OF WORK

Our scope of services will include new mechanical and electrical services within the building as required to facilitate the proposed renovations. Our services will include reviews, consultations, meetings, calculations, designs, and production of Contract Documents (Plans and Specifications). These services will be divided into four separate phases as described below.

### I. DESIGN DEVELOPMENT

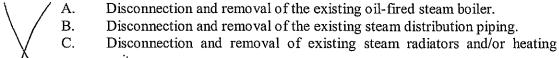
Design Development will include consultations with the Owner to assess various system requirements. Design Development will be accomplished in the following steps.

- A. Site investigations will be performed as required to define the project scope. The Owner shall assign a knowledgeable staff member to accompany the Lindgren & Sharples, P.C. representative during site investigations and provide access to all areas as necessary.
- B. Design consultations with the Owner to discuss alternatives and the impacts of the proposed renovations.
- C. Production of drawings for review, budgeting, coordination, and scoping purposes.
- D. Production of preliminary specifications for review

### II. CONSTRUCTION DOCUMENTS

Based on the approved Design Development submission, final construction documents will be prepared suitable for competitive bidding and permitting of the following scope of work:

Elim.



units.

D. Disconnection and removal of the existing fuel oil system.

E. New split-system heat pump units sized to heat and cool the existing ground floor spaces.

- F. New energy recovery ventilation system sized to provide minimum code required ventilation for the existing ground floor spaces.
- G. New interconnecting piping and/or ductwork as needed to provide complete systems.
- H. Insulation for new piping and/or ductwork.
- I. New electrical power to service new HVAC equipment.
- J. New automatic temperature controls (ATC) to service new HVAC equipment.

### III. BIDDING PHASE

Our involvement in the Bidding Phase is limited to answering questions and providing information in written form for any addenda which may be necessary. We will provide assistance for a pre-bid conference and a bid opening, if required.

### IV. CONSTRUCTION ADMINISTRATION

Our services under this phase will be limited to the following:

- A. Review of Shop Drawings and submittals for mechanical and electrical equipment.
- B. Clarification and interpretation of mechanical and electrical Contract Documents.
- C. Site visits: One site visit during construction plus one for punchlist.

#### SCOPE OF SERVICES NOT INCLUDED

The following services are not included in this proposal:

- A. Reproduction of Contract Documents.
- B. Asbestos testing and/or abatement if required.
- C. Mechanical systems beyond 10 feet outside of the building.
- D. Detailed Budget Estimating.

#### **PROFESSIONAL FEES**

We anticipate that due to the work associated with the energy recovery ventilators (ERVs) and the potential requirement for a new, larger electrical service to support the new mechanical equipment, the estimated construction cost will be closer to \$100,000 than what was estimated by Bales Energy Associates in their energy study report. Based on the estimated construction cost and our Scope of Services contained herein, we propose a fixed fee of Ten Thousand Five Hundred Dollars (\$10,500). Fees are attributable to the four project phases as follows:

#### **BASE SCOPE**

I.	Design Development	\$ 2,500.00
II.	Construction Documents	\$ 5,500.00
Ш.	Bidding Phase	\$ 1,000.00
IV.	Construction Administration	\$ 1,500.00
	Total:	\$ 10,500.00

#### ADDITIONAL SERVICES

V.	CADD Floor Plan Production from Hard Copies or PDFs	\$ 1,000.00
VI.	CADD Floor Plan Production from Field Measurements	\$ 2,000.00

Gill Riverside Municipal Building Page 4

Invoices will be issued monthly for the percentage of work completed during that month. If all contained herein meets with your approval, please sign one copy and return it to this office. This proposal will serve as our agreement unless you prefer a more formal contract.

We look forward to working with you on this most important project.

Very truly yours,

Jason L. Curtis

Mechanical Project Manager

The Town of Gill Date

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## In 2015 the Gill Energy Commission is planning to offer the following Workshops. Register early as class sizes are limited on these popular workshops.

### Winsert, make one to take away

### January 17th, 9-12 noon, Peter Talmage

FREE—"Winserts" are reusable transparent panels that fit snugly inside window jambs to add two extra layers of glazing. The workshop will be presented by Peter Talmage who has been teaching people in the Renewable Energy field at GCC and elsewhere for many years. A properly-constructed winsert can reduce heat loss from a typical single- or double-glazed window by up to 50%, thus more than paying for the cost of the winserts in less than one year. During the workshop you will assemble a winsert for a window in your own house. In order that there will be enough materials for everyone's project we need to know the size of your window. The participant will pay for the cost of materials only at approximately \$1 per square foot. Class size is limited to 16.

### Winter Gardening under Cover, Daniel Botkin February 21, 1:-3:30pm

Any dirt farmer can harvest salad greens in the spring and tomatoes in August. However, if you can keep growing food year round, in chilly New England, you're bound to be healthy, happy as well as a popular host. In this intensive class Daniel will review the key principles and practices of "four-season farming" including how to build, plant and manage "low and high tunnel" hoop houses for season extension and winter habitat. Class size is limited to 12.

### Heating with Wood

### Sunday March 15th, 9-12 noon, Alden Booth

Want to learn more about cutting and preparing your wood for heat? We will review and demonstrate what you need to know from selecting and felling trees safely, cutting them up into logs, different splitting techniques, seasoning, stacking and storing. Depending on the interests of those who register we will go into the details of chainsaw use and safety, including sharpening and maintenance, the various techniques of splitting using mauls, wedges, and power splitters, along with different stacking and storage options. During this workshop we will fell a tree and discuss and demonstrate the various challenges and options for cutting it up into logs and splitting. Class size limitation?

### See Peter Talmage's house systems in Northfield title? March 28th?, 9-12 noon, Peter Talmage

You have asked for this one, Peter Talmage will open up his home to us to give us a tour of all of the systems that he has in place. Peter will explain the systems and the reasons that he choose them. Expand description or rewrite and what should the title be? Class size limitation?

### Intro to "Permaculture" Gardening: Propagating Amazing Food on Small Plots (While also Improving the Land!)

### April 25th, 9-12 noon, Daniel Botkin

Small-scale, "permaculture-inspired" food growing emphasizes: working closely with Nature, using less fuel and chemicals, a *biological* approach to fertility, disease and pests, permanent, raised beds with minimal tillage, a dynamic mixture of annuals, perennials, cover crops, (and fungi!), low-tech "season extension" ("four-season" farming), "soil-regeneration" and much, much more... Farmer Dan will share some of these concepts/methods and the practical details of growing high-quality food, intensively, on small plots. Dan will demonstrate **compost making**, **soil mixing**, **seed germination and seedling propagation** tips inside his solar greenhouse in Gill.

### Electrify your bicycle, Peter Talmage May 16<sup>th</sup>, 9-12 noon

FREE—Transportation is a large part of everyone's budget. Riding that bike you have hanging in the garage will save you lots of \$, but wow there sure are a lot of hills in Gill. This workshop will explain the different types of ways a bicycle can be converted to electric power as well as the costs and the sources of products. As part of the workshop we will do an actual conversion of a bike. Class size limitation?

### No Till in Gill/Rain Water collection & irrigation

### Sunday, June 7, 9am-12 noon, Alden Booth At Alden's house in Gill

Save time, energy and water too! Leave your rototiller in the garage this year! How you use your garden this summer and "put it to bed" this fall enables you to be rototiller-free in the spring. By using a garden fork and the same beds and rows each year you can have awesome soil that's so easy to plant into. Alden will demonstrate rotating compost piles, using a passive worm pile (earth's rototillers), and both direct seeding and transplanting seedlings into till-free beds. Alden will also demonstrate his roof water collection system and gravity irrigation system. Using off the shelf hardware we will also retro-fit a pickle barrel for use in water collection and distribution. Can we get rain barrels from Coca Cola' Pam will check with her contacts? Class size limitation?

### Backyard-Scale Dairy Goat and Chicken Husbandry

### July 12th, Lissa Greenough and Daniel Botkin at each of their homes in Gill

Goats section, Daniel Botkin ~ Do you love, furry farm animals and fresh milk but cannot manage a whole cow? Goats are hardy, versatile, productive and entertaining. Farmer Dan will offer an intensive primer on backyard goat keeping, including the pro's and con's, personal "goat" testimonies and disclaimers, as well as practical tips for fencing, breeding, kid rearing, feeding, hoof trimming, de-worming, milking and basic, kitchen-based, cheese making. Participants will also get to sample goat "products" as well as interact with the Nubian cross dairy herd at Laughing Dog Farm to better understand their psychology and management.

Chickens section, Lissa Greenough ~ Keeping a small-scale flock of chickens is a great way to provide your family with fresh eggs and, if you're willing, delicious meat. Chickens are also beautiful and hugely entertaining, plus they can help to keep your gardens bug and weed free. Come to this workshop to learn the basics of selecting, raising, housing, feeding, fencing, and culling a small flock. If there is interest, we will also discuss the process of slaughtering and dressing out the birds. All levels of experience are welcome. Class size limitation?

### Building a Solar Greenhouse Aug 9th time 9-12? Alden Booth

A simple, small greenhouse heated only by the sun will extend your growing season from February to October allowing for early and late season greens, carrots, broccoli, radishes, and much more. When the ground is still frozen, a solar greenhouse in late Feb will already be warm enough for direct seeding and seedling transplanting. Using standard lumber and off the shelf hardware with easily available metal hoops and solar plastic, we will build a greenhouse with end walls and a door. Class size limitation?

### Composting:

### Date change? September 12th, 9-12, Vicki Jenkins at her home

Did you know that Gill has 4 tons of garbage collected each week? Join us at the Jenkins home to learn how to reduce your garbage through the use of composting. Both composting and worm farms will be discussed. You can learn how to make your own compost pile that will be safe from animals, and we'll also assemble a worm farm that is a great project for children to maintain. Eliminating large amounts of waste from your garbage reduces costs to you and the town while increasing your materials to enrich your garden, bushes, potted plants, or lawn. Class size limitation?

### **Beginning Seed Saving/ Heirloom Seeds Sept 19, 9-12, Daniel Botkin**

Many more people could benefit from the magic of backyard-scale *seed saving* if they knew how easy, fun and accessible it can be. This workshop will kick start your home or classroom seed saving efforts by zeroing in on the "easy" ones, varieties you can save each year with little planning, effort, or expertise. By focusing first on beans, peas, annual flowers, lettuce, leeks and tomatoes, we're nearly guaranteed successful results. (And the cucurbits and corn aren't too hard, either. Even accidental "crosses" sometimes turn into famously delicious "mistakes" in our gardens... Daniel will review and demonstrate basic concepts and protocols for selecting, gathering and saving common and uncommon vegetable seeds, as well as share some of his favorites with the class. Class size limitation?

### **Deep Energy Retrofit to Homes**

### September 26th, 9-12 noon, Peter Talmage

Most homes in the area use a lot of energy to operate. Moving to a low carbon society where the emissions of Carbon Dioxide are greatly reduced will require that our houses be far more efficient. This workshop will look at the various methods being used today to improve insulation levels, eliminate air leakage and to create homes that are clean energy producers. Class size limitation?

### Gill Green Buildings Open House

Oct 3rd

As a part of the National Solar Tour Gill homes will be included in this tour. More details to follow save the date, reword

### Low-Tech Food Preservation Oct 17, Daniel Botkin

On his farm (and in his kitchen...) Daniel will share and demonstrate various practical, food preservation techniques that involve little (or less) energy footprint including the cold-storage overwintering of cured winter squash, garlic and potatoes, fruit/vegetable dehydration, fermentation, and *keeping food alive* in four-season hoophouses. With each method he'll discuss the benefits as well as caveats, as the class samples and compares some of the product! We'll talk "nutrient density", "nutrient retention", relative shelf life, flavor loss, as well as the practical details involved in each method... Class size limitation?

### Building Science, A Dozen Ways to Reduce Your Homes Energy Use October 31st, 9-12 noon, Peter Talmage

There are many ways to improve the efficiency of your home that can save you lots of fuel. Many of these measures cost little to nothing. Learn about a dozen of these simple methods as well as some of modest cost and make your home easier to heat and more comfortable. Sources of funding and available rebates will also be discussed. Class size limitation?

See the workshops on the Gill Energy <u>Commission</u> Facebook page: <a href="https://www.facebook.com/pages/Gill-Energy-Commission/521949641188728">https://www.facebook.com/pages/Gill-Energy-Commission/521949641188728</a>
To register contact Janet Masucci at (413) 863-8694 or email jmasucci@msn.com

### Gill Energy Saving Education Campaign

Om Lineigy 30	anile careacion cambailen			
	Completed Events		M	Expense
Date	Event	Description	Vendor	349.75
4/6/2013	Energy Fair	Lawn signs	Capitol Promotions	
4/6/2013	Energy Fair	Color posters	TigerPress Admin	28.50
4/6/2013	Energy Fair	Flyers	TigerPress Admin	43.00
4/6/2013	Energy Fair	Energy campaign pledge forms	TigerPress Admin	23.25
12/16/2013	Winsert Workshop	Workshop advertisement	The Recorder	101.62
12/16/2013	Winsert Workshop	Workshop advertisement	The Montague Reporter	112.00
12/16/2013	Winsert Workshop	Color posters	Janet Masucci (reimburse)	12.80
5/10/2014	Electric Bicycle Workshop	Workshop fee	Peter Talmage	150.00
9/13/2014	Solar Hot Air Workshop	Workshop fee	Peter Talmage	300.00
9/13/2014	Solar Hot Air Workshop	Workshop supplies	Leader Home Center	18.67
9/27/2014	Extending the Growing Season Workshop	Workshop fee	Dan Botkin, Laughing Dog Farm	300.00
10/28/2014	Home Weatherization Workshop	Workshop fee	Peter Talmage	250.00
11/8/2014	Winsert Workshop	Workshop fee	Peter Talmage	350.00
	Completed Events - Payment Still Owed			
Date	Event	Description	Vendor	Expense
6/7/2014	No Till Workshop	Workshop fee	Alden Booth	200.00
11/22/2014	Root Cellar Workshop	Workshop fee	Alden Booth	300.00
	Planned Events			_
Date	Event	Description	Vendor	Expense
1/17/2015	Winsert Workshop	Workshop fee	Peter Talmage	300.00
2/21/2015	Winter Gardening Under Cover Workshop	Workshop fee	Dan Botkin	300.00
3/15/2015	Heating With Wood Workshop	Workshop fee	Alden Booth	300.00
3/28/2015	Energy Efficient Home Tour	Workshop fee	Peter Talmage	300.00
4/25/2015	Permaculture Gardening Workshop	Workshop fee	Dan Botkin	300.00
5/16/2015	Electric Bicycle Workshop Workshop fee		Peter Talmage	300.00
6/7/2015	Rain Water Irrigation/No Till Workshop	Workshop fee	Alden Booth	300.00
7/12/2015	Backyard Scale Chickens & Dairy Goats	Workshop fee	Lissa Greenough & Dan Botkin	300.00
8/9/2015	Building a Solar Greenhouse	Workshop fee	Alden Booth	300.00
9/12/2015	Composting at Home Workshop	Workshop fee	Vicky Jenkins	300.00
9/19/2015	Seed Saving / Heirloom Seeds Workshop	Workshop fee	Dan Botkin	300.00
9/26/2015	Deep Energy Retrofit to Homes Workshop	Workshop fee	Peter Talmage	300.00
	Gill Green Buildings Open House (in conjunction with Natio	nal Solar Tour)		-
10/3/2015			n north-	300.00
	Low-Tech Food Preservation Workshop	Workshop fee	Dan Botkin	
10/3/2015 10/17/2015 10/31/2015		Workshop fee Workshop fee	Peter Talmage Alden Booth	300.00

minus previously approved Green Comm grant budget 2,000.00

equals additional request from Green Comm grant budget 5,039.59

Round up to 5,100.00

### Green Communities Grant - 432-122-5400

Date	Warrant #	Vendor	Invoice #	Expended	Rec.	Balance	% Spent
2/5/13		ACH from Comm of Mass 50% ACH from Comm of Mass Final 25% at completion		(34,975.00) (69,950.00) (34,975.00)		\$ 34,975.00 \$ 104,925.00 \$ 139,900.00	
2/1/13	13-18	Capitol Promotions	62269 (lawn signs)	349.75	X	139,550.25	0%
2/25/13		TigerPress Admin (CopyCat)	109864 (color posters)	28.50	Х	139,521.75	0%
3/20/13		J&L Moving Supplies	65136 (bike racks)	2,202.75		137,319.00	2%
3/14/13		TigerPress Admin (CopyCat)	110287 (energy fair flyers)	43.00	Х	137,276.00	2%
	13-22	TigerPress Admin (CopyCat)	110722 (energy campaign pledge)	23.25	Х	137,252.75	2%
3/20/13		Imperial Municipal Partners	idleright for Interceptor	555.00		136,697.75	2%
12/18/13		Peter Talmage	121613 winsert workshop	200.00	Х	136,497.75	2%
12/31/13		The Recorder	235305 ad for winserts workshop	101.62	Х	136,396.13	3%
12/3/13		The Montague Reporter	54139 ad for winserts workshop	112.00	X	136,284.13	3%
4/27/14		Bales Energy Associates	042714TGHP heat pump audit	6,210.00		130,074.13	7%
4/16/14		Janet Masucci (reimburse)	116529 (color copies workshop)	12.80	X	130,061.33	7%
5/17/14		Peter Talmage	051014 electric bicycle workshop	150.00	Х	129,911.33	7%
	correct	move expense to EnCom budget	Peter Talmage winsert workshop	(200.00)	х	130,111.33	7%
8/23/14		Leader Home Center	303797/3 supplies solar hot air works	18.67	x	130,092.66	7%
9/17/14		Peter Talmage	091314 solar hot air workshop	300.00	Х	129,792.66	7%
9/27/14		Dan Botkin, Laughing Dog Farm	092714 season extension workshop	300.00	X	129,492.66	7%
9/30/14		The Recorder	250879 legal ad insulation projects	88.20		129,404.46	8%
10/28/14		Peter Talmage	102814 weatherization workshop	250.00	х	129,154.46	8%
11/8/14		Peter Talmage	110814 winsert workshop	350.00	х	128,804.46	8%
11/26/14		Rich Baker, GeoSun Design	Town Hall geothermal feasibility study	1,420.00		127,384.46	9%
11/30/14		Energia	Riverside insulation attic & walls	18,880.50		108,503.96	22%
11/30/14		Energia	TH insulation (partial)	3,578.96		104,925.00	25%
1 17007 1 1	10 10	Energia	TH insulation (balance due)	10,044.04		94,880.96	32%
		Energia (estimated)	billing for propavents & soffits	1,664.00		93,216.96	33%
		Ziloigia (commune)	LED streetlights	35,000.00		58,216.96	58%
			additional for workshops	5,100.00		53,116.96	62%
			•			53,116.96	62%
			Balance left for Riverside heat pumps	3		53,116.96	62%
			•			53,116.96	62%
						53,116.96	62%

### TOWN OF GILL

#### MASSACHUSETTS



www.gillmass.org

January 28, 2015

Gill Montague Regional School Committee 35 Crocker Avenue Turners Falls, MA 01376

Dear Members of the School Committee:

At their meeting on January 26<sup>th</sup>, the Gill Selectboard was informed of a remark reportedly made by the Chair at a recent School Committee meeting. During a discussion of next year's budget and Town assessments, there was a statement along the lines of "The Compact has expired." – a reference to the Compact for Funding Education that was created in 2010.

While the original Compact provided the frameworks of a financial plan only through the current year (FY 2015), we believe the cooperative budgeting and regular discussions brought about by the Compact were generally successful, and that the Compact should not be abandoned.

It is worth noting several successes that are at least partially attributable to the balance, deliberation, and budgetary frameworks provided by the Compact. Last year, both Towns voted for District assessments higher than what was called for by the Compact. In the years since the Compact was adopted, voters at Town Meeting have overwhelmingly approved the District's assessments, sometimes even unanimously. District-wide meetings to adopt a budget have become a thing of the past. The Towns and District have demonstrated an ability to work together on financial matters, which certainly played a key role in the State's willingness to remove the District from Level 4 status.

Within the Compact, Paragraph 3 allows for change, should there be a feeling that some part of the Compact is broken or no longer serves the original intent: "Recognizing that a multi-year program is always subject to future events, it is agreed that any party may propose changes in the Table B plan if it feels assumptions are no longer viable or core projections are no longer realistic. Proposals will be evaluated by all parties with the goal of reaching consensus on a revision of the long term plan, if necessary."

The Gill Selectboard continues to support the Compact and finds any pronouncement of the Compact's demise to be somewhat troubling. We hope there is still support within the School Committee for the partnering and cooperative process that it established.

Sincerely,

Gill Selecthoard

Ray Purington, Administrative Assistant

Cc: Michael Sullivan, Superintendent

### Ronnie LaChance

From:

frrs01@gmail.com on behalf of Dale Kowacki [ExDr@frrsma.com]

Sent:

Thursday, January 22, 2015 2:52 PM

To:

Dale Kowacki

Subject:

July 1 2015 retirees' COLA notice

COLA on first \$15,000

Dear Administrative Representatives of the various member units of this retirement system,

As required by MGL 32 §103(i), please be informed that the retirement board, at its regular meeting on Wednesday, February 25, 2015 at 8:00 am, in the meeting room in Suite 311 at 278 Main Street, Greenfield, will contemplate the option of voting a 3% cost-of-living allowance (C.O.L.A.), to eligible retirees of this system. In the past, the board has voted the C.O.L.A., but this year, because of limits set by law, the board must do so at a public meeting, and must notify the towns 30 days in advance of the meeting.

MGL 32 §103 (i) "Notwithstanding the provisions of paragraph (c) to the contrary, the board of any system may, by accepting the provisions of this as hereinafter provided, elect annually to pay a cost-of-living increase greater than the percentage increase, as recommended in the report prepared in accordance with paragraph (f) of subdivision (3) of section 21 for that year, but not greater than 3 per cent. The board shall conduct such election in a public meeting, properly posted, called specifically for such election. The board shall also notify each legislative body at least 30 days before such election."

The report referred to in the above comes to us in the form of a memo from PERAC (which can be found in the "Memos" section at: <a href="www.mass.gov/perac">www.mass.gov/perac</a>), and this year the report states the COLA percentage to be 1.7%. Using current information, the 3% COLA would increase the monthly cost to the system approximately \$13,070. The annual cost would be approximately \$156,840. (Annual retiree payroll is approximately \$7.9 million.)

This email is being cc'd to your "Unit Treasurer".

### TOWN OF GILL

MASSACHUSETTS





www.gillmass.org

February 18, 2014

Franklin Regional Retirement Board Mr. Dale Kowacki, Executive Director Franklin Regional Retirement System 278 Main Street, Suite 311 Greenfield, MA 01301

Dear Retirement Board Members and Mr. Kowacki:

The Gill Selectboard has received notice that on February 26<sup>th</sup> you will be considering the option of voting a 3% COLA to eligible retirees of the system. It is our understanding that, by law, the retirees will receive a 1.5% COLA (to match Social Security) on up to the first \$14,000 of their retirement benefit. Any additional COLA, up to the 3% maximum, must be by vote of your Board.

This matter was discussed at our February  $10^{\text{th}}$  meeting. We wish to express two concerns with the proposed 3% COLA.

First, as a matter of perception and fairness, it sends the wrong message to grant a COLA in excess of Social Security. Many of the fixed-income seniors in our area will be doing their best to make ends meet within the confines of what is provided by Social Security. Additionally, current employees who belong to the system – from towns, school districts, and other public organizations – will most likely be receiving COLAs closer to the 1.5% than the 3%.

However, please don't take this position as "anti COLA." We would have no objection if the Board granted a 1.5% COLA on the entire benefit of the retirees, although we recognize that state law currently prohibits this.

Our second concern has to do with the compounding future costs of the additional COLA. While the Franklin Regional Retirement System has been very fortunate with recent returns on its financial investments, we all know that "past performance" is not a predictor of future returns. The 3% COLA will add to the base level benefits for all future years, whether the return from "Wall Street" is good or bad.

We hope you will consider our comments during your discussions and vote on February 26<sup>th</sup>. Sincerely,

The Gill Selectboard

John R. Ward, Chair

Cc: Veronica LaChance, Treasurer, Town of Gill

### TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

January 28, 2015

Franklin Regional Retirement Board Mr. Dale Kowacki, Executive Director Franklin Regional Retirement System 278 Main Street, Suite 311 Greenfield, MA 01301

Dear Retirement Board Members and Mr. Kowacki:

The Gill Selectboard has received notice that on February 25<sup>th</sup> you will be considering the option of voting a 3% COLA to eligible retirees of the system. It is our understanding that, by law, the retirees will receive a 1.7% COLA (to match Social Security) on up to the first \$15,000 of their retirement benefit. Any additional COLA, up to the 3% maximum, must be by vote of your Board.

This matter was discussed at the Selectboard's January 26th meeting. The Selectboard has asked me to convey to the Retirement Board the same two concerns that were expressed last year.

First, as a matter of perception and fairness, it sends the wrong message to grant a COLA in excess of Social Security. Many of the fixed-income seniors in our area will be doing their best to make ends meet within the confines of what is provided by Social Security. Additionally, current employees who belong to the system – from towns, school districts, and other public organizations – will most likely be receiving COLAs closer to the 1.7% than the 3%.

However, please don't take this position as "anti COLA." We would not object if the Board granted a 1.7% COLA on the retirees' entire benefit, although we recognize that state law currently prohibits this.

Our second concern has to do with the compounding future costs of the additional COLA. While the F.R.R.S. has been very fortunate with recent returns on its financial investments, we all know that "past performance" is not a predictor of future returns. The 3% COLA will add to the base level benefits for all future years, whether investment returns are good or bad.

We hope you will consider our comments during your discussions and vote on February 25<sup>th</sup>. If it is possible, we would appreciate an email or memo after your vote that summarizes all of the comments received and the Retirement Board's discussion leading into the vote.

Sincerely,

Ray Purington, Administrative Assistant

on behalf of the Gill Selectboard

Cc: Veronica LaChance, Treasurer, Town of Gill