

TOWN OF GILL

M A S S A C H U S E T T S



www.gillmass.org

SELECTBOARD MEETING MINUTES

January 25, 2016

Call to Order: The Selectboard meeting was called to order at 5:30 PM.

Members Present: Greg Snedeker, John Ward, and Randy Crochier

Members Absent: none

Others Present: Ray Purington, Admin. Assistant; Janet Masucci, Aidan Belanger, Mick LaClaire, Gene Beaubien, Michael Perreault

Emergency Response Transportation: Michael Perreault, Assistant Administrator of the Franklin Regional Transit Authority (FRTA) and Gene Beaubien, Gill Fire Chief and Emergency Management Director, met with the Selectboard to present and explain a proposed Memorandum of Agreement (MOA) for Emergency Response Transportation. The MOA was jointly developed by the FRTA and the Franklin County Regional Emergency Planning Committee (FCREPC) in order to have a plan already in place ahead of any need to use the FRTA's buses for emergency transportation or warming shelters. In the event that FRTA drivers are not available, the MOA also provides for use of the buses by trained firefighters.

To date, seventeen towns and fire districts have signed the MOA. The FRTA will be organizing a meeting in February to meet with area firefighters and develop the standard operating guidelines that will be used during an event.

Randy made a motion, seconded by John, to participate in the MOA and authorize Ray to sign on behalf of the Town. The vote was unanimous in the affirmative. Michael Perreault left the meeting at 5:40 PM.

VY Siren at NMH: In a letter from Entergy Nuclear Vermont Yankee (VY), the Town was offered the opportunity to take ownership of VY's emergency preparedness siren located on the NMH campus in Gill. Gene and Ray recommended that the Selectboard decline the offer and instead ask VY to offer the siren to NMH. The School has indicated that it would like to keep the siren, as it uses it for campus security drills. John made a motion, seconded by Randy, to authorize Greg as Chair to sign the Letter of Understanding in which the Town declines ownership of the siren and directs VY to offer the siren to NMH. The vote was unanimous in the affirmative, and the letter was signed.

SAFE Grants: Gene announced that the Fire Department has been awarded \$3,337 for the FY16 Student Awareness of Fire Education (SAFE) grant, and \$2,417 for the Senior SAFE grant. The programs for these two grants are coordinated by Fire Engineer Kyle Kendall. Some of the uses for the grant funds includes conducting Fire Prevention Week at Gill schools, and distributing fire safety brochures to Gill seniors.

EMPG Grant: Gene reported that the Town has received the grant paperwork for the FFY15 Emergency Management Performance Grant (EMPG). This year's award is \$2,460. As was discussed with the Selectboard prior to applying for the grant, the money will be used to replace the obsolete telephone system in the Fire Station (which also houses the Emergency Operations Center). A VOIP (voice over internet protocol) system for \$1,289 was considered, but the monthly charges would be \$140-\$150, compared to only \$30-40/month for a POTS (plain old telephone system) system. Valley Communications System has provided a state bid quotation to supply and install a 6-phone POTS system (expandable to 8 phones), for \$5,586.13. Randy made a motion, seconded by John, to accept the EMPG grant and authorize Ray to sign the grant paperwork. The vote was unanimous in the affirmative.

Gene recommended purchasing the POTS system using the EMPG funds and taking the balance from either the VY account or the NMH Gifts account. There was consensus among the Selectboard to use the VY funds to complete the purchase.

There are currently 6 phone lines in the Fire Dept. meeting room, plus a backup fax line and a civil defense line that are provided and paid for by VY as part of the emergency protection zone around the nuclear plant. With the plant now shut down, the NRC has allowed VY to discontinue many of its emergency preparedness activities, and funding for these phone lines will stop in either April or June. Gene is planning on keeping the backup fax line and civil defense line, but will get rid of the other 6 lines.

FEMA Grant for Air Packs: Gene reported that the Fire Department has applied to FEMA for a \$180,000 grant to cover the cost of replacing the current air packs and spare air bottles. A decision is expected later this year, in the September to December time frame. He noted that if the Town does not receive the grant, we will need to do something soon, as the current air packs are nearly out of compliance with NFPA standards, and cannot be upgraded or retrofitted into compliance. It was suggested that it's time to start the conversation, again, about regionalizing fire services in Franklin County.

Gene left the meeting at 6:03 PM.

2009 Sterling Truck: Highway Superintendent Mick LaClaire reported that JC Madigan completed the repairs to the 2009 Sterling just in time for the truck to be used the next day, December 29th, in the first snowstorm of the season. He noted that the truck performed well, and that the wing plow worked very well, and the truck lays down a good sanding pattern. It did feel a little underpowered, and there will be a few truck body issues to fix in the springtime.

The repairs cost \$15,350, which was only \$25 more than the estimate. Madigan also charged \$2,812.33 for new automatic chains, as the existing chains could not be repaired. Additionally, the new snow plow cost \$9,800. There is only \$10,000 left in the original \$50,000 budget for the truck, with approximately \$28,000 of bills to pay. Mick suggested using the NMH Gift fund to cover the shortfall, noting that if the roads in town aren't opened and safe for travel, emergency services (the beneficiary of the NMH donations) can't get anywhere.

Sewer Pump Repairs: Mick reported that a service technician came to Gill last week and found and fixed the cause of the leak in pump #1. There was an interference fit between the impeller shaft and the sleeve that goes over the shaft, which caused the sleeve to split, causing the leak. A new sleeve was fit to the shaft, and there have been no leaks since then. Mick left the meeting.

Green Community Updates: No significant punchlist items were found with the air source heat pumps during a walkthrough earlier today. The second exterior light has been installed on the front of the Police Station, and that area is now adequately lit. The Town has received permission from the Green Communities division of the Dept. of Energy Resources (DOER) to proceed with the grant-funded projects to install a mini-tank electric water heater at the Town Hall and to purchase acrylic window inserts for the Library.

Sewer I&I Study: Nothing to report.

Safety Complex Roof / Spray Foam Insulation: Energia has quoted \$6,352 to insulate the 5-foot x 100-foot "roof wall" at the Safety Complex. John made a motion, seconded by Randy, to have Energia do the work and to authorize Ray to sign the related documents for the project. The vote was unanimous in the affirmative.

Gill Elementary Well: A meeting or conference call is being arranged for next week to discuss the scale and scope of the water treatment solution proposed by the engineers. In addition to Ray and the engineers, Glen Ayers (Gill's health agent) and Mike Leach (Mass Rural Water Association) are expected to participate.

Animal Control Officer Supervisor Certification Form: Despite the Town not having an appointed Animal Control Officer, the Mass. Dept. of Agricultural Resources (MDAR) has asked that the Town sign and return the Supervisor Certification Form indicating that the ACO has received the Core Competencies Handbook. It was decided by consensus that the Police Chief is the most logical person to supervise the ACO once one is appointed. Ray will have Chief Hastings sign the form and return it to MDAR.

Special Municipal Employees: The Selectboard reviewed disclosure forms from Pam Shoemaker, Lynn Stowe Tomb, and Ivan Ussach. The three are members of the Historical Commission, which has previously been designated by the Selectboard to be special municipal employees. The disclosures cover individual contracts between the Commission and Shoemaker, Tomb, and Ussach. Each will be paid \$250 - \$275 for work on the Commission's book on the history of Riverside. Randy made a motion, seconded by John, to approve the three disclosure forms. The vote was unanimous in the affirmative.

Appointments: John made a motion, seconded by Randy, to appoint Dan Botkin to the Cultural Council through 6/30/2018 and appoint Ed Golembeski as an Election Worker through 6/30/2016. The vote was unanimous in the affirmative.

Resignation: Ray reported that the Town Clerk has received the resignation of Lissa Greenough as one of the Trustees of the Slate Memorial Library. The Selectboard acknowledged her many years of service to the Town as Library Director and Trustee, and asked that a letter of thanks be sent.

FY17 Heating Oil: With this year's mild winter (so far), the Town has taken delivery of only 1,200 – 1,300 of the 3,800 gallons that were committed to for FY16. Ray projected that the final usage will end up around 4,400 gallons. The prices for oil futures are very low right now, and the Lower Pioneer Valley Educational Collaborative, who oversees the fuel bid, is recommending that towns lock in oil for FY17 sooner rather than later. John made a motion, seconded by Randy, to lock in 3,800 gallons for FY17 and to authorize Ray to sign the required paperwork. The vote was unanimous in the affirmative.

Comcast License Renewal: The topic was passed over, as the license is not ready. Greg reported that the Cable Advisory Committee has made good progress, and hopes to have the license ready soon.

Special Town Meeting & Tax Rate: Ray recommended that the Selectboard hold a Special Town Meeting before setting the FY16 tax rate, in order to appropriate roughly \$45,000 of New Growth revenue that was not planned on when the FY16 budget was crafted. One-time capital projects, money to fight the pipeline, and contributions to stabilization funds were suggested as ways to spend the money. The Selectboard identified Wednesday, February 17th and Monday, February 22nd as possible dates for the Special Town Meeting.

Aidan Belanger left the meeting at 7:04 PM.

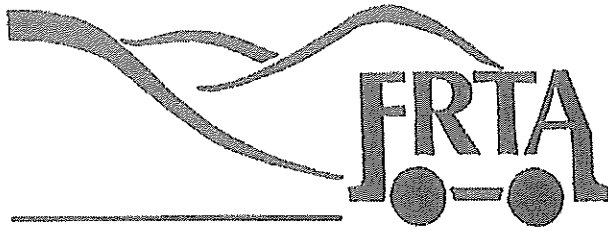
Warrant: The Selectboard reviewed and signed the FY 2016 warrant #16.

The meeting adjourned at 7:45 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



John R. Ward, Selectboard Clerk



Franklin Regional Transit Authority

12 Olive Street, Greenfield, MA 01301

www.fрта.org

Tel: (413) 774-2262

Fax: (413) 772-2202

MEMORANDUM OF AGREEMENT
FOR
EMERGENCY RESPONSE TRANSPORTATION

Introduction: This Memorandum of Agreement (MOA) is a voluntary agreement between the Franklin Regional Transit Authority (hereinafter referred to as "FRTA") and TOWN OF GILL (hereinafter referred to as "Town of Gill").

Purpose: The purpose of this MOA is to establish terms and conditions for agencies involved in transporting individuals during a natural disaster or other emergency event that requires either a mobile warming station and/or evacuation of individuals to a safe location. This agreement is voluntary on the part of both parties and neither party is required to provide assistance under this agreement. FRTA and/or Town of Gill may provide assistance for any emergency within their jurisdiction or as a form of mutual aid responding to in an emergency in another City or Town.

Standard Operating Guidelines (SOG): The FRTA and all other participating MOA parties shall create a cooperatively developed and mutually agreed upon set of Standard Operating Guidelines (SOG). The SOG will be updated as necessary and reviewed by all parties involved on an annual basis to ensure all information is accurate and up to date. The SOG will act as a step by step guide when an emergency occurs and assistance is provided.

FRTA Roles and Responsibilities: The FRTA owns and maintains a fleet of wheelchair accessible vehicles, which are garaged at its maintenance facility. In the event of an emergency during or outside normal operating hours, FRTA will work to either respond to an emergency or provide transit vehicles to Town of Gill to respond to an emergency as necessary. Both parties also agree that the FRTA shall assist in any capacity possible during any emergency response so long as to not adversely affect FRTA normal operations as outlined in the Standard Operating Guidelines.

FRTA, through its management company, shall have management-level staff provide training to all Town of Gill employees or volunteers responsible for driving transit vehicles for emergency purposes under this agreement. All required initial training and any refresher training requested for the performance of activities under this agreement shall be outlined in the Standard Operating Guidelines.

City/Town/Agency/District Roles and Responsibilities: The Town of Gill will provide to FRTA a list of employees (and/or volunteers) qualified to perform the activities under this agreement. This list shall be appended to the Standard Operating Guidelines and updated as described within the Standard Operating Guidelines to reflect an accurate, current list of employees (and/or volunteers) for Town of Gill with respect to this agreement. Town of Gill shall ensure that employees qualified to perform under this agreement receive proficient training by FRTA prior to operating any FRTA vehicle under this agreement. Town of Gill shall be responsible for the purchase, supply, maintenance, operation, and

disposal of any peripheral equipment required to be transported or used on FRTA vehicles under this agreement, including but not limited to: communication equipment, first aid kits, cots, blankets,

Reimbursement: Both parties agree and understand that this agreement is a form of mutual aid and in that respect neither party intends to be compensated for providing emergency response transportation under this agreement during most local emergencies. In the event that an emergency under this agreement is reimbursable to Town of Gill by federal or state aid or through another third party, Town of Gill shall also seek reimbursement for FRTA for the use of their vehicles and any other equipment or personnel for said emergency. FRTA will provide Town of Gill with any and all necessary documentation to account for costs and expenses incurred for the emergency that are required in order to seek reimbursement.

Contact Persons: The parties agree to keep a list of contact persons, in order of preference, for both parties for the execution of this agreement in the event of an emergency. This list shall be updated as described within the Standard Operating Guidelines to reflect current contacts for each party with regard to this agreement. All contact information for each party shall be appended to the Standard Operating Guidelines.

Insurance: Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including but not limited to, comprehensive liability, personal injury, property damage, and worker's compensation covering its activities assumed under this agreement. The Town of Gill will provide FRTA a Certificate of Liability Insurance listing the FRTA as additional insured with respect to the Town of Gill's automobile liability insurance. All insurance policies required under this agreement shall be in effect during the period of assistance. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

Waivers: Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities under the agreement. Each party shall defend, indemnify, and hold harmless each other party from all claims by third parties for any loss, damage, personal injury, or death which may arise out of the activities under the agreement, except those caused in whole or in part by the negligence, gross negligence, misconduct, or any other reckless or intentional actions of an officer, employee, or agent of another party.

Term of Agreement: This agreement shall commence on the date signed by the last party for a three-year period, and at the conclusion of said period, the agreement will be reviewed and automatically renewed for an additional three years, if not amended in writing by all signatories. If after the sixth year, this agreement has not been formally reviewed, it shall be in effect one additional year. During that time, this agreement shall be reviewed and reapproved by all parties to ensure its viability and effectiveness. Amendments to the agreement shall be considered at any time and enacted based upon the approval of both parties through a signed amendment document.

Termination of Agreement: The activities contained within this agreement are voluntary on the part of both agencies involved and do not commit either to any specific obligations. Either party may terminate this agreement at any time with ninety (90) days written notice with or without cause.

Severability & Applicable Law: In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

Assignability: Neither party shall assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the other. No subcontract may be awarded by the either party, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of either party.

Conflict of Interest: No officer, employee, agent, or member of the FRTA and the Town of Gill shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of the FRTA and the Town of Gill, whether such interest is direct or indirect. The FRTA and the Town of Gill shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

Non-Discrimination: Neither party shall discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

Entire Understanding: This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

Ability to Perform: Each party hereby presents to the other that it has the specific authority to enter into this agreement and to perform all of the terms and conditions contained herein and provide all of the services contemplated hereby.

WITNESS WHEREOF, as of the dates printed below, the parties have hereunto set their hands and seals.

Franklin Regional Transit Authority

Town of Gill

By: _____
Tina M. Cote, Administrator

By:  _____

RAY PURLINGTON, ADMINISTRATIVE ASSISTANT
Printed Name and Title

Date: _____

Date: 1/25/16

January 11, 2016

Town of Gill
Selectboard
325 Main Road
Gill, MA 01354

Dear Selectboard:

This letter is a follow-up to my November 9, 2015 letter regarding the emergency preparedness siren that Entergy Nuclear Vermont Yankee, LLC ("ENVY") currently owns and maintains in Gill, Ma. As you may be aware, the U.S. Nuclear Regulatory Commission recently approved ENVY's request to implement a Permanently Defueled Emergency Plan for Vermont Yankee, which will become effective on April 19, 2016. After that date, ENVY will no longer be required to operate, test, or maintain its emergency preparedness sirens. Under those circumstances, ENVY would offer to donate the siren to Gill and leave it in place, if Gill would like to use it for other purposes. ENVY would also be willing to remove the siren from service, if Gill has no need for it.

For informational purposes, estimates are enclosed from two local vendors to approximate the anticipated annual siren maintenance and repair costs. Also enclosed is a revised Letter of Understanding ("LOU"), which provides several options for your consideration and is intended to document the town's decision regarding the disposition of the siren in your town. Please review the enclosed LOU, indicate the chosen option, and return the letter to me by January 30, 2016.

Thank you for your past support of the Vermont Yankee Emergency Plan. If you have any questions concerning this please contact me at 802-258-4183.

Sincerely,



Michael P. McKenney
Emergency Planning Manager
Entergy Nuclear Vermont Yankee
320 Governor Hunt Rd
Vernon, VT 05354

Annual Siren Maintenance & Repair Cost Estimates

(Based on a yearly test and battery replacement schedule)

Vermont Yankee has contacted two vendors to provide quotes to maintain the emergency preparedness sirens for the cities and towns after their operation is no longer required by the Permanently Defueled Emergency Plan, which is expected to be implemented in April 2016. These quotes are intended to provide a general cost estimate to the localities for informational purposes only. They are not binding. Each locality is strongly urged to independently evaluate this information, determine if other vendors are preferred, and seek its own cost estimates. The general cost of the batteries for a siren is approximately \$125 each; each siren has 4 batteries that should be replaced every 4 years. Please note that although the sirens can run on AC power and the batteries can be removed for a cost saving, battery removal would result in a loss of backup power capability.

Burlington Communications, 4735 Williston Road, Williston, VT

Batteries; ~\$500 over four years

Labor for Annual testing and repairs; \$95 an hr plus, travel @ \$65 an hr.

A four year cycle of maintenance with testing and batteries is \$1020 or ~\$255 a year

Travel would be split up by the number of sirens tested. ~4hrs @\$65 =\$260

TOTAL PER YEAR IS ~\$520 for each siren

South Western NH Mutual Aid Radio Shop, Vernon Street, Keene, NH

Batteries; ~\$500 over four years

Labor for Annual testing and repairs; \$65 an hr travel @ \$50 an hr

A four year cycle of maintenance with testing ~\$900 or ~\$225 a year

Travel would be split up by the number of sirens tested. ~1hrs @\$50 =\$50

TOTAL PER YEAR IS ~\$275 for each siren

Letter of Understanding

This letter serves as an agreement between Entergy Nuclear Vermont Yankee, LLC ("ENVY") and the Town of Gill, Massachusetts for the disposition of the emergency preparedness siren, owned by ENVY in Gill. Specifically, this agreement covers the following siren:

Siren No. GM-1, located at Northfield Mount Hermon School

ENVY and the Town agree that the emergency preparedness siren located within the Town will be dispositioned in accordance with the following selected option:

Option 1

- ☐ ENVY will donate the siren identified above to the Town, and the Town will assume ownership of the siren in "as-is" condition, as of May 16, 2016. The siren will remain in its current installed location. As the owner of the siren, the Town will assume sole responsibility for the operation, maintenance, upkeep, repair, and removal of the siren.

Option 2

- ☐ ENVY will disable and remove the siren identified above from service by June 17, 2016.

Option 3

- ☐ In the event the Town wishes to relocate the sirens from its current installed location, ENVY will remove the selected siren at ENVY's own cost. The Town requests that ENVY remove Siren No. RN-1 from service and deliver it to the Town by May 16, 2016. The Town acknowledges that it will be solely responsible for the installation of the siren at the desired new location.

Option 4

- ☒ The Town does not wish to assume ownership of the siren and agrees that ENVY should offer Northfield Mount Hermon School the option of assuming ownership of the siren. In the event that Northfield Mount Hermon declines to assume ownership of the siren, the Town agrees that ENVY will disable and remove the siren from service by June 17, 2016.

Christopher J Wamser Date

Entergy Nuclear Vermont Yankee, LLC

Chair, Selectboard Date

Town of Gill, MA

1/25/16



VALLEY
COMMUNICATIONS SYSTEMS
Celebrating 70 Years

413.592.4136

20 1st Avenue
Chicopee, MA 01020

QUOTE

Quote Date:	11/9/2015
Valid Thru:	2/7/2016

Customer Name: Gill Fire Department
Address Line 1: 196 Main Road
City/State/Zip: Gill, Mass 01354
Contact Name: Gene Beaubien
Contact Number: 413-626-1237
Contact Email: firedept@gillmass.org

SCOPE

Proposal for an NEC SV9100 Telephone System, to be installed at Gill Fire Department location, configured as follows:

- Support up to 8 Digital Station Ports (6 digital phones quoted)
- Support up to 4 CO Ports
- 8 Port Voice Mail System

This quote also includes:

- Full 1st Year Parts and Labor Warranty coverage.
- Database gathering, installation & programming and training.

Location

System

QTY	Part Number	Unit Name	Unit	Total
1	390185	ETHERNET CABLE - BLACK 7'	8.00	\$8.00
1	640060	GCD-4COTB	118.25	\$118.25
4	640814	SV91 VOICEMAIL BOX - LICENSE 1	16.50	\$66.00
1	640011	SV9100S FLEX BASIC PKG	2066.40	\$2,066.40
4	650001	DTZ-6DE-3(BK)TEL	115.50	\$462.00
2	650002	DTZ-12D-3(BK)TEL	143.00	\$286.00
1	670508	CHS2U RACK MOUNT KIT	27.50	\$27.50
25	9113100	SWA PSA SV9100 UNIT	7.80	\$195.00
2	443539360	Simpson Strongtie wall bracket	1.40	\$2.80
4	25XX7561.8C3	MDF CABLE W/6: EIGHT PIN PLUGS	51.00	\$204.00
1	BR1000G	APC BR1000G UPS	179.99	\$179.99
1	S110DX1-100RFT	110 BLOCK 100 PAIR	61.59	\$61.59
250	7023724	2 pair, crosswire (1000)	0.08	\$20.00
10	PLT7LH-L	7" nylon	0.36	\$3.60
6		REUSE OF STATION CABLE =		\$0.00

Project Summary

Equipment	\$3,701.13
Misc. Parts	
Professional Services Labor	\$1,760.00
Shipping	\$125.00
Grand Total	\$5,586.13

Contractor:

11/9/2015

Client:

RAY PURINGTON, TOWN ADMINISTRATIVE ASSISTANT

Service is included in our proposal for the first year. Beyond this time, service is available either as an all-inclusive service contract or on a per-call-plus-parts basis.

36% Payable on signing of Sales Agreement, 36% on project start date & 40% at cutover or in service date. per P.O.

=====

State Contracts: MA: OFF30, FAC64, ITT50, CT: 13PSX0090, B-05-019 | State Licenses: MA: #1350-C, CT: #CT-C5-192407, RI: #RI-TSC-46
Affirmative Action / Equal Opportunity Employer

Conditional Sales Agreement

The system guarantee does not cover damages to or failure of the system resulting from causes other than wear and tear from normal use, including, but not limited to misuse, negligence, accident, theft, or unexplained loss, abuse, connection to direct current, fire, lightning, flood, wind, Acts of God or the Public Enemy, or improper wiring, installation, failure of Telco facilities, repair or alteration by anyone other than VALLEY. Any repair, re-connection, or resetting of Valley Communications-supplied equipment due to a failure or fault of customer equipment or network including, but not limited to, Local Area Network (LAN), Wide Area Network (WAN), Network Interface Cards, Data Switches, Hubs, CSUs, Routers, PCs, and servers will be charged at time and material rates.

Minor programming adjustments may be made to the system by Valley Communications at no charge for up to 14 days following cutover.

VALLEY agrees to keep this equipment free from all liens, security interests, encumbrances, and in good working order and repair while VALLEY holds the title.

VALLEY will retain title to this equipment until full payment on the contract is received. Until such time as VALLEY receives full and final payment on this contract, buyer agrees to maintain adequate insurance coverage on the equipment under this contract sufficient to the amount of this contract. VALLEY may, upon notification to the buyer, enter his premises, remove the equipment and repossess same, if payment is not received as agreed.

FOR A T-1/PRI IMPLEMENTATION

8 hours will be allocated for connection and testing to a vendor-supplied T-1 or PRI/ISDN facility. Additional hours required for implementation through no fault of Valley Communications will be charged at contract hourly rates. FOR USE OF CUSTOMER-OWNED CABLING

Where existing telephone cabling is being reused, it is assumed that cables can be reused by cross connection to the existing cross-connect panel. Any additional testing, re-jacking, re-termination, and re-cabling required by Valley Communications to facilitate the use of existing cables will be charged at time and material rates.

FOR USE OF CUSTOMER-OWNED DATA CABLING (Cat 5, SE, 6 Equivalent)

It is assumed that these cables have been terminated, tested and certified to standard data cabling specifications. Any termination and testing required by Valley Communications in order to use these cables will be charged at time and material rates.

Unless otherwise stated, installation will be performed during regular business hours (8:00 a.m. to 4:30 p.m.)

Unless authorized by Valley Communications, the buyer will not make hardware and software changes to the system prior to cutover and turn over of the system to them.

Payment to be made as follows:

A. ~~30% Payable on signing of Sales Agreement; 30% on project start date; 40% at cutover of in service date.~~ *Per P.O.*

B. FINANCING THROUGH LENDING INSTITUTION - Payment to VALLEY to be made in full on cutover. (When a financing arrangement is to be used, VALLEY must be contacted by lending institution stating their acceptance before ordering of equipment or commencement of system installation.)



Proposal for Insulation Services

January 20, 2016

Ray Purrington
Town of Gill
198 Main Rd.
Gill, MA

The following is a bid proposal for insulation installation services to be provided at the Gill Fire Station.

Location	Measure	Depth	R-Value	# / SF	Cost
Wall/ceiling Tranistion	Spray Foam Closed Cell	3.0	N/A	822	\$3,699.00
Wall/ceiling Tranistion	Intumescent Paint	0.0	N/A	822	\$1,439.00
Attic	Walk Boards	0.0	#N/A	40	\$160.00
Beam Blocking	Mineral Wool Batt	6.0	28	137	\$384.00
Chimney	Damming	0.0	#N/A	15	\$75.00
Chimney	Spray Foam Closed Cell	8.0	56	15	\$225.00
Chimney	Intumescent Paint	0.0	N/A	15	\$75.00
Ceiling Drain Holes	Spray Foam Closed Cell	8.0	56	10	\$150.00
Ceiling Drain Holes	Intumescent Paint	0.0	N/A	10	\$50.00
Replace FG Batts	Spray Foam Closed Cell	3.0	21	10	\$45.00
Replace FG Batts	Intumescent Paint	0.0	N/A	10	\$50.00
Total					\$6,352.00

General Notes

Terms & Timing: 1/3 deposit with the balance due at job completion.

Permitting: Assumed to be owner responsibility.

We appreciate the opportunity to bid on this work and are available to discuss the bid, terms and timing at your convenience. Please feel free to contact me by telephone at (413) 326-1860 or by email at tomr@EnergiaUS.com.

Tom Rossmassler
President & CEO

Proposal for Insulation Services

Current Licensing and Certification

Licenses

MA Construction Supervisors License #92540

Expires 9/2/17

MA Home Improvement Contractors License #165169

Expires 1/11/18

Certifications

Bayer Material Science

Manufacturer Approved Spray Polyurethane foam training



Bayer Material Science

Building Performance Institute Gold Accredited

- Building Analyst Certifications (2 employees)
- Envelope Professional Certifications (2 employees)
- RBE - WHALCI (8 employees)
- Crew Chief (6 employees)



ACCREDITED
CONTRACTOR

USEPA Lead Safe Certified Firm

License # NAT - 55872-1

Issued 6/8/10

Expires (Open)



NAT-55872-1

Proposal for Insulation Services

Current Insurance Policies

GENERAL LIABILITY:

Liability & Medical Expenses - Each Occurrence \$1,000,000 limit
Products - Completed Operations Aggregate Limit - \$2,000,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Fire Damage - \$100,000
Medical Expense Limit - per person - \$5,000

HDI - Gerling America Insurance Company - Policy #EGGCC000186815

UMBRELLA LIABILITY:

Liability - Each Occurrence \$2,000,000 limit
Liability - Aggregate \$2,000,000 limit

HDI - Gerling America Insurance Company - Policy #TORUS123

AUTO INSURANCE:

Compulsory Bodily Injury - \$20,000 each person/ \$40,000 each accident
Personal Injury Protection - \$8,000 each person
Optional Bodily Injury - Combined Single Limit - \$1,000,000
Property Damage - Included in Combined Single Limit
Auto Medical Payments - \$5,000 each person
Uninsured or Underinsured Motorist - \$20,000 each person/ \$40,000 each accident
Comprehensive Deductible - \$1,000
Collision Deductible - \$1,000

HDI - Gerling America Insurance Company - Policy #EAGCC000186815

WORKER'S COMPENSATION:

Limits of liability - Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 each employee
Bodily Injury by Disease \$1,000,000 policy limit

HDI - Gerling America Insurance Company - Policy #EWGCC0000186815

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

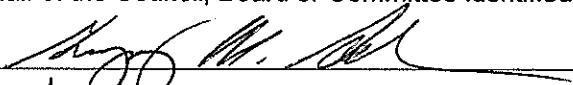
	SPECIAL MUNICIPAL EMPLOYEE INFORMATION
Name of special municipal employee:	<i>Pamela L. Shoemaker</i>
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input checked="" type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input checked="" type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	<i>Member, Gill Historical Commission</i>
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency."
Agency Address:	
Office phone:	
Office e-mail:	
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a special municipal employee.	<i>4/6/15 - Selectboard meeting - GHC members designated as S.M.E.</i>

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>___ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p>___ A contract between a municipal agency and myself.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A contract between a municipal agency and myself, but not an employment contract.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p><input checked="" type="checkbox"/> A contract between a municipal agency and myself.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p><i>Gill Historical Commission 325 Main Road Gill, MA 01354</i></p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</p> <p>- Please explain what the contract is for.</p> <p><i>Writing & editing GHC sponsored book on the history of Riverside.</i></p>
	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</p> <p>- Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?</p>
<p>What is your financial interest in the municipal contract?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p><i>I will be compensated between \$250 and \$275 lump sum for work from beginning to end of the project.</i></p>
<p>Date when you acquired the financial interest</p>	<p><i>11/17/15 - GHC voted to award grant money for my services. I abstained from voting.</i></p>
<p>What is the financial interest of your immediate family?</p>	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p><i>none</i></p>
<p>Date when your immediate family acquired the financial interest</p>	
<p>Employee signature:</p>	<p><i>Ramona Thomas</i> 1/21/16</p>
<p>Date:</p>	

SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN, TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Greg Snedeker
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Chair
Agency Address:	325 Main Road Gill, MA 01354
Office phone:	413 863 9347
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval. 
Date:	1/25/16

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

Memorandum of Understanding (MOU)
between the
Gill Historical Commission and Pamela L. Shoemaker

MEMORANDUM OF UNDERSTANDING is entered into this 14 day of January 2016, by the Gill Historical Commission (GHC) and Pamela Shoemaker.


TERM: The Term of this MOU is January 27, 2016 to December 31, 2016.

RECITALS:

1. The Town of Gill is a duly incorporated municipality in Massachusetts.
2. The Gill Historical Commission is a town commission.
3. Members of the GHC are appointed by the Selectboard.
4. On April 6, 2015, the Gill Selectboard approved the members of the GHC as special municipal employees for the purpose of receiving compensation for researching, writing, editing, and designing the book, *Riverside, Life Along the Connecticut in Gill, Massachusetts* in 2016.
5. Pamela Shoemaker is a member of the GHC and has filed with the Town Clerk an approved "Disclosure by Municipal Employee of Financial Interest in a Municipal Contract as required by G.L. c. 268A, § 20(d)."
6. The Gill Local Cultural Council (LCC) awarded GHC the amount of \$1,893 for the production of the book at their annual meeting Nov. 10, 2015. An additional amount of \$458 was voted by the LCC on Nov. 10 to be awarded to the GHC if it became available. It became available on Dec. 31, 2015. The entire grant is \$2,351.

IT IS THEREFORE AGREED:

1. Pamela Shoemaker will be compensated for her work on the book. The work shall be performed as an independent contractor and not as an employee of the Town.
2. Types of work for which Pamela Shoemaker will receive compensation include: researching, writing, and editing for the book, *Riverside*.
3. The total approximate compensation will be between \$250 and \$275, and is anticipated to be paid in one payment.
4. The money will be paid from the LCC account after billing by the GHC and submission of a W-9 by Pamela Shoemaker.


Pamela L. Shoemaker

Beverly L. Demars, Treasurer
Gill Historical Commission

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**

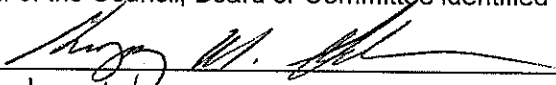
SPECIAL MUNICIPAL EMPLOYEE INFORMATION	
Name of special municipal employee:	Marilynn (Lynn) Stowe Tomb
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input checked="" type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input checked="" type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Member, Gill Historical Commission (Special Municipal Employee Designation) Treasurer, Cultural Council
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency." Gill Historical Commission
Agency Address:	Town Hall, 325 Main Rd. Gill, MA 01354
Office phone: Home	413-695-4590
Office e-mail: Home	Lstomb@gmail.com
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a special municipal employee.	4/6/2015

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>___ STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p>___ A contract between a municipal agency and myself.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p>___ STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A contract between a municipal agency and myself, but not an employment contract.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p>___ A compensated, non-elected position with a municipal agency.</p> <p><input checked="" type="checkbox"/> A contract between a municipal agency and myself.</p> <p>___ A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>___ Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p><i>611 Historical Commission</i> <i>325 Main Rd.</i> <i>611, MA 01354</i></p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</p> <ul style="list-style-type: none"> - Please explain what the contract is for. <p>The Gill Historical Commission will publish a hardcover book on the history of Riverside - working title: "Riverside, Life Along the Connecticut in Gill, Massachusetts" I will be writing some chapters and laying out/designing the book</p>
	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</p> <ul style="list-style-type: none"> - Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for? <p>I am a member of the Gill Historical Commission I will be designing the book</p>
<p>What is your financial interest in the municipal contract?</p>	<ul style="list-style-type: none"> - Please explain the financial interest and include the dollar amount if you know it. <p>I will be compensated between \$250 and \$275 lump sum for the work on the book</p>
<p>Date when you acquired the financial interest</p>	<p>Nov. 17, 2015 the Gill Historical Comm. voted to award grant money that we received from the Local Cultural Council for my services. I abstained from voting.</p>
<p>What is the financial interest of your immediate family?</p>	<ul style="list-style-type: none"> - Please explain the financial interest and include the dollar amount if you know it. <p>N/A</p>
<p>Date when your immediate family acquired the financial interest</p>	<p>N/A</p>
<p>Employee signature:</p>	<p>Marilyn Stowe Tomb (Lynn)</p>
<p>Date:</p>	<p>1/12/2016</p>

SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN, TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Greg Snedeker
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Chair
Agency Address:	325 Main Road Gill, MA 01354
Office phone:	413 863 9347
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	On behalf of the Council, Board or Committee identified above, I sign this approval. 
Date:	1/25/16

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

Memorandum of Understanding (MOU)
between the
Gill Historical Commission and Marilynn Stowe Tomb (Lynn)

MEMORANDUM OF UNDERSTANDING is entered into this ____ day of January 2016, by the Gill Historical Commission (GHC) and Lynn Stowe Tomb.

TERM: The Term of this MOU is January 27, 2016 to December 31, 2016.

RECITALS:

1. The Town of Gill is a duly incorporated municipality in Massachusetts.
2. The Gill Historical Commission is a town commission.
3. Members of the GHC are appointed by the Selectboard.
4. On April 6, 2015, the Gill Selectboard approved the members of the GHC as special municipal employees for the purpose of receiving compensation for researching, writing, editing, and designing the book, *Riverside, Life Along the Connecticut in Gill, Massachusetts* in 2016.
5. Lynn Stowe Tomb is a member of the GHC and has filed with the Town Clerk an approved "Disclosure by Municipal Employee of Financial Interest in a Municipal Contract as required by G.L. c. 268A, § 20(d)."
6. The Gill Local Cultural Council (LCC) awarded GHC the amount of \$1,893 for the production of the book at their annual meeting Nov. 10, 2015. An additional amount of \$458 was voted by the LCC on Nov. 10 to be awarded to the GHC if it became available. It became available on Dec. 31, 2015. The entire grant is \$2,351.

IT IS THEREFORE AGREED:

1. Lynn Stowe Tomb will be compensated for her work on the book. The work shall be performed as an independent contractor and not as an employee of the Town.
2. Types of work for which Lynn Stowe Tomb will receive compensation include: writing, editing, and graphic design layout for the book, *Riverside*.
3. The total approximate compensation will be between \$250 and \$275, and is anticipated to be paid in one payment.
4. The money will be paid from the LCC account after billing by the GHC and submission of a W-9 by Lynn Stowe Tomb.

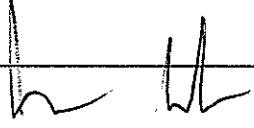
Lynn Stowe Tomb

Beverly L. Demars, Treasurer
Gill Historical Commission

**DISCLOSURE BY SPECIAL MUNICIPAL EMPLOYEE
OF FINANCIAL INTEREST IN A MUNICIPAL CONTRACT
AS REQUIRED BY G. L. c. 268A, § 20(d)**


	SPECIAL MUNICIPAL EMPLOYEE INFORMATION
Name of special municipal employee :	Ivan Ussach
Put an X beside one statement.	<p>I am a special municipal employee because:</p> <p><input type="checkbox"/> I am a selectman in a town with a population of 10,000 or fewer people;</p> <p><input checked="" type="checkbox"/> I am not a mayor, alderman or city councilor, and</p> <p><input checked="" type="checkbox"/> I serve in a municipal position for which no compensation is provided, or</p> <p><input type="checkbox"/> I earned compensation for fewer than 800 hours in the preceding 365-day period, or</p> <p><input type="checkbox"/> By the classification of my position by my municipal agency or by the terms of a contract or my conditions of employment, I am permitted to have personal or private employment during normal business hours.</p> <p><input type="checkbox"/> I work for a company or organization which has a contract with a municipal agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular, and the contract states that I am a special municipal employee or indicates that I meet one of the three requirements listed above.</p>
Title/ Position	Member, Gill Historical Commission
Fill in this box if it applies to you.	If you are a special municipal employee because a municipal agency has contracted with your company or organization, please provide the name and address of the company or organization.
Municipal Agency/ Department:	This is "my Municipal Agency."
Agency Address:	
Office phone:	
Office e-mail:	
	Check one: <input type="checkbox"/> Elected or <input checked="" type="checkbox"/> Non-elected
Starting date as a special municipal employee.	4-6-15 (date Selectboard designated GHC members s S.M. E.)

<p>BOX # 1</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am an elected special municipal employee.</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency before I was elected to a compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p><input type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>BOX #2</p> <p>Select either STATEMENT #1 or STATEMENT #2.</p> <p>Write an X by your financial interest.</p>	<p>NON-ELECTED SPECIAL MUNICIPAL EMPLOYEE</p> <p>I am a non-elected special municipal employee (compensated or uncompensated).</p> <p><input type="checkbox"/> STATEMENT #1: I had a financial interest in a contract made by a municipal agency, other than an employment contract, before I took a non-elected, compensated special municipal employee position. I will continue to have this financial interest in a municipal contract.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A contract between a municipal agency and myself, but not an employment contract.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p>OR</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a municipal agency.</p> <p>My financial interest in a contract made by a municipal agency is:</p> <p><input type="checkbox"/> A compensated, non-elected position with a municipal agency.</p> <p><input checked="" type="checkbox"/> A contract between a municipal agency and myself.</p> <p><input type="checkbox"/> A financial benefit or obligation because of a contract that a municipal agency has with another person or with a company or organization.</p> <p><input type="checkbox"/> Other work because a municipal agency has a contract with my company or organization and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the municipal is contracting for my services in particular.</p>
<p>Name and address of municipal agency that made the contract</p>	<p>FINANCIAL INTEREST IN A MUNICIPAL CONTRACT</p> <p>This is the "contracting agency."</p> <p>Gill Historical Commission 325 Main Road Gill, MA 01354</p>
<p>Write an X to confirm this statement.</p>	<p><input checked="" type="checkbox"/> In my work as a special municipal employee for my Municipal Agency, I participate in or have official responsibility for activities of the contracting agency.</p>

FILL IN THIS BOX OR THE NEXT BOX	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND YOU.</p> <p>- Please explain what the contract is for.</p> <p>The GHC is preparing to publish a book on the history of Riverside, for which I will contribute writing and editing.</p>
	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE MUNICIPAL AGENCY AND ANOTHER PERSON OR ENTITY</p> <p>- Please identify the person or entity that has the contract with the municipal agency. - What is your relationship to the person or entity? - What is the contract for?</p>
What is your financial interest in the municipal contract?	<p>- Please explain the financial interest and include the dollar amount if you know it.</p> <p>I expect to receive \$250-275 for writing and editing services for the Riverside book.</p>
Date when you acquired the financial interest	1-27-16
What is the financial interest of your immediate family?	<p>- Please explain the financial interest and include the dollar amount if you know it.</p>
Date when your immediate family acquired the financial interest	
Employee signature:	
Date:	1-21-16

SEE NEXT PAGE FOR APPROVAL
BY CITY COUNCIL, BOARD OF ALDERMEN,
BOARD OF SELECTMEN. TOWN COUNCIL,
OR DISTRICT PRUDENTIAL COMMITTEE

**APPROVAL OF EXEMPTION
BY THE CITY COUNCIL, BOARD OF ALDERMEN, BOARD OF SELECTMEN,
TOWN COUNCIL OR DISTRICT PRUDENTIAL COMMITTEE**

Name:	Greg Snedeker
Name of approving body: Write an X by one selection.	<input type="checkbox"/> City Council <input type="checkbox"/> Board of Aldermen <input checked="" type="checkbox"/> Board of Selectmen <input type="checkbox"/> Town Council <input type="checkbox"/> District Prudential Committee
Title/ Position	Chair
Agency Address:	325 Main Road Gill, MA 01354
Office phone:	413 863 9347
APPROVAL OF § 20(d) EXEMPTION	
	<p>We have received a disclosure under G.L. c. 268A, § 20(d) from a special municipal employee who seeks to have a financial interest in a contract made by a municipal agency of this city or town. We understand that the special municipal employee participates in, or has official responsibility for, activities of the municipal agency that made the contract. We approve this exemption under § 20(d) regarding the financial interest identified by the special municipal employee.</p>
Signature:	<p>On behalf of the Council, Board or Committee identified above, I sign this approval.</p> 
Date:	1/25/16

Attach additional pages if necessary.

File your completed, signed, approved Disclosure with the city or town clerk.

Memorandum of Understanding (MOU)
between the
Gill Historical Commission and Ivan Ussach

MEMORANDUM OF UNDERSTANDING is entered into this _____ day of January 2016, by the Gill Historical Commission (GHC) and Ivan Ussach.

TERM: The Term of this MOU is January 27, 2016 to December 31, 2016.

RECITALS:

1. The Town of Gill is a duly incorporated municipality in Massachusetts.
2. The Gill Historical Commission is a town commission.
3. Members of the GHC are appointed by the Selectboard.
4. On April 6, 2015, the Gill Selectboard approved the members of the GHC as special municipal employees for the purpose of receiving compensation for researching, writing, editing, and designing the book, *Riverside, Life Along the Connecticut in Gill, Massachusetts* in 2016.
5. Ivan Ussach is a member of the GHC and has filed with the Town Clerk an approved "Disclosure by Municipal Employee of Financial Interest in a Municipal Contract as required by G.L. c. 268A, § 20(d)."
6. The Gill Local Cultural Council (LCC) awarded GHC the amount of \$1,893 for the production of the book at their annual meeting Nov. 10, 2015. An additional amount of \$458 was voted by the LCC on Nov. 10 to be awarded to the GHC if it became available. It became available on Dec. 31, 2015. The entire grant is \$2,351.

IT IS THEREFORE AGREED:

1. Ivan Ussach will be compensated for her work on the book. The work shall be performed as an independent contractor and not as an employee of the Town.
2. Types of work for which Ivan Ussach will receive compensation include: writing, editing, and graphic design layout for the book, *Riverside*.
3. The total approximate compensation will be between \$250 and \$275, and is anticipated to be paid in one payment.
4. The money will be paid from the LCC account after billing by the GHC and submission of a W-9 by Ivan Ussach.

Ivan Ussach

Beverly L. Demars, Treasurer
Gill Historical Commission