

**TOWN OF GILL**  
M A S S A C H U S E T T S



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

**SELECTBOARD MEETING MINUTES**  
*November 14, 2016*

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

Members Present: John Ward, Randy Crochier, Greg Snedeker

Members Absent: None

Others Present: Ray Purington, Administrative Assistant; Janet Masucci; Tom Hodak; Kent Alexander; Ivan Ussach; Pam Shoemaker; Lynda Hodsdon Mayo

Historical Commission Updates and Alternate Members: Ivan Ussach, Chair of the Gill Historical Commission (GHC), met with the Selectboard to explain the possible need to add “alternate members” to the GHC. The Commission currently has a full roster of 7 members, but there are times when meetings do not have a quorum, as well as projects that could use more people’s involvement. He said that a request for alternate members would likely be forthcoming in the next 3 – 6 months. Ray noted that alternate members are allowed by MGL chapter 40 section 8D, the enabling legislation for historical commissions. There was a question about any minimum age requirement for members, which Ray will research.

Ussach also reported that the GHC is in the process of identifying non-historical items (furniture, display cases) for possible “de acquisitioning.” A list will be developed and first circulated among other departments and committees, in accordance with the Town’s surplus property policy.

Sales of the GHC’s Riverside history book are doing very well. A third printing has been ordered, which will bring the total to approximately 350 copies sold. It was also noted that the environment in the museum is improved since last year’s installation of the mini-split heaters. Ussach and Pam Shoemaker left the meeting at 5:50 PM.

Public Records Law: Town Clerk Lynda Hodsdon met with the Selectboard to discuss a November 10<sup>th</sup> training on the new Public Records law, which was attended by Randy, Ray, and Lynda. Several pages from the workshop handouts were identified as useful references – Municipal Timeline, Top 10 Policy Issues, and a KP Law summary of the law. The Selectboard decided to meet an hour early on November 28<sup>th</sup> to have more time to discuss how Gill will implement the new requirements of the law. Hodsdon Mayo left the meeting at 6:20 PM.

Loan Rates: Town Treasure Ronnie LaChance met with the Selectboard to present the interest rates for the loan renewal for the Mariamante property and the new loan for the backhoe. The principal balance on the Mariamante property is \$108,000 and the Town has been paying down \$13,700 annually. Greenfield Cooperative Bank was the low bidder at 0.88% APR. Easthampton Savings Bank bid 0.95%, and People’s United Bank did not bid.

The backhoe loan will be for \$20,000, with annual payments of \$7,000 in FY18, \$7,000 in FY19, and \$6,000 in FY20. Easthampton Savings Bank was the low bidder at 1.80% APR. Greenfield Cooperative Bank bid 2.35%, and People’s United Bank did not bid. Ronnie recommended that both loans be awarded to the low bidders.

Randy made a motion, seconded by Greg, to award the 1-year Mariamante loan to Greenfield Cooperative Bank at 0.88% APR and to award the 3-year backhoe loan to Easthampton Savings Bank at 1.80% APR. The vote was unanimous in the affirmative. LaChance left the meeting at 6:25 PM.

Minutes: Randy made a motion, seconded by John, to approve the minutes of 10/31/16. The motion carried on a vote of 2-0. Greg abstained from the vote.

Green Community Grant: The storm windows still need to be installed at Riverside in order to wrap up the grant. The window restorer likely will use a helper in order to complete the work, but it will not increase the cost to the Town. The final report for the grant is complete and will be shared with the Selectboard for review and comment.

Sewer I&I Study: Nothing to report.

Gill Elementary Well: The civil engineer expects to finish the treatment system plans this week, and will meet with Ray to go over any remaining details.

Mariamante Property/Community Solar: Nothing to report.

Annual Reports: A few more hours of proofreading last week. One report is nearly ready.

Sidewalk Maintenance Agreement: Ray presented the sidewalk maintenance agreement between the Town and Summit Distributing for the sidewalk along Route 2 that has been proposed as part of the redevelopment of the Gill Mobil station. Town Counsel assisted with drafting the agreement. Ray noted that the letter to MassDOT in which the Town accepts responsibility for maintenance of and snow removal from the sidewalk will not be sent until the agreement with Summit has been filed with the Registry of Deeds. Greg made the motion, seconded by Randy, to authorize Ray to sign the agreement on behalf of the Town. The vote was unanimous in the affirmative.

Sewer Rates: Ray shared a November 2<sup>nd</sup> memo from the Town of Montague announcing a 17% increase in the sewer rate, to \$7.41/1,000 gallons. The increase is retroactive to July 1, and applies to sewage that Gill pumps to Montague from the Riverside sewer system. It was discussed that a rate increase of this magnitude will require Gill to increase the rate charged to its sewer customers.

Ray presented a handout with historical income and expense figures for the Riverside sewer system, along with four “for instance” scenarios of possible rate hikes. The Selectboard decided to hold the rate hearing as part of their December 12<sup>th</sup> meeting, and asked Ray to post the handout on the website.

Insurance Coverage for Electronics: Ray reported that at a recent insurance review meeting with MIIA, the Town’s insurance carrier, he requested a quotation to increase the Town’s coverage for electronic equipment. There is currently \$25,000 of coverage, which had been an adequate amount until last year’s addition of new PEG Access cameras and equipment. To increase the coverage to \$50,000 will cost an additional premium of \$194, and Ray recommended this extra premium be paid from the PEG Access fund. Janet Masucci, devoted meeting videographer and member of the Cable Committee, spoke in favor of increasing the coverage. Randy made a motion, seconded by Greg, to authorize the increased coverage with the extra premium paid from the PEG Access fund. The vote was unanimous in the affirmative.

Ray also alerted the Selectboard that he has requested MIIA to review the values and coverage on the Town’s buildings. The last time building values were reviewed was in 2003.

Update to 2012 Roof Study for Gill Elementary: Ray reported that he has hired architect Brian DeVriese to examine the condition of the roof at the Gill Elementary School and update that building in his 2012 roof study. The cost of the project is \$800, to be paid from the Building Maintenance budget. DeVriese has been asked to advise on the condition and remaining life of the roof, replacement costs for asphalt shingles and metal roofing, and the advisability of leaving the existing shingles in place or removing them. The application period for the Mass. School Building Authority’s (MSBA’s) assistance program opens in January, and it is important to have updated roof information for the decision on submitting an application or waiting another year. DeVriese will inspect the roof during the week of 11/21, and submit his report the following week.

Mass DEP Small Town Environmental Partnership (STEP): The Selectboard reviewed an invitation from the Mass DEP to participate in the new STEP program. It is a voluntary program in which a town partners with the DEP to “review environmental compliance of municipal facilities and to develop a strategy to correct any outstanding issues.” DEP personnel would do an on-site audit of the facilities with Town staff, and subsequently provide technical assistance to correct any violations.

Several questions were raised during the discussion: Are there still openings in the program? Will there be a “Round 2” after this initial offering? Can a Town choose a specific department or building for the program, rather than all of the Town facilities?

The Selectboard expressed tentative interest in the program, and asked Ray to seek answers to the questions and more information about the program.

Borrego Solar – Assignment of PILOT: Ray presented a request from Zak Farkes, Project Developer for Borrego Solar’s solar installation on NMH property at 586 Main Road. The Payment In Lieu Of Taxes (PILOT) agreement for the project was between the Town and 978 Solar Development, one of Borrego’s Limited Liability Companies.

In his request, Farkes asked for the Town to give its consent to having the PILOT transferred (assigned) from 978 Solar Development LLC to Kearsarge Gill LLC. The request was received by email at 3:35 PM today, and Town Counsel has not reviewed the document. The Selectboard tabled the request until more information is available.

Kent Alexander left the meeting at 7:20 PM.

Warrant: The Selectboard reviewed and signed the FY 2017 warrant #10.

The meeting adjourned at 7:40 PM.

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

*Approved on 11/28/2016. Signed copy on file.*

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Randy Crochier, Selectboard Clerk

**Part I** ADMINISTRATION OF THE GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS

**Section 8D** HISTORICAL COMMISSION; ESTABLISHMENT; POWERS  
AND DUTIES

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Section 8D. A city or town which accepts this section may establish an historical commission, hereinafter called the commission, for the preservation, protection and development of the historical or archeological assets of such city or town. Such commission shall conduct researches for places of historic or archeological value, shall cooperate with the state archeologist in conducting such researches or other surveys, and shall seek to coordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which it deems necessary for its work. For the purpose of protecting and preserving such places, it may make such recommendations as it deems necessary to the city council or the selectmen and, subject to the approval of the city council or the selectmen, to the Massachusetts historical commission, that any such place be certified as an historical or archeological

landmark. It shall report to the state archeologist the existence of any archeological, paleontological or historical site or object discovered in accordance with section twenty-seven C of chapter nine, and shall apply for permits necessary pursuant to said section twenty-seven C. Any information received by a local historical commission with respect to the location of sites and specimens, as defined in section twenty-six B of chapter nine, shall not be a public record. The commission may hold hearings, may enter into contracts with individuals, organizations and institutions for services furthering the objectives of the commission's program; may enter into contracts with local or regional associations for cooperative endeavors furthering the commission's program; may accept gifts, contributions and bequests of funds from individuals, foundations and from federal, state or other governmental bodies for the purpose of furthering the commission's program; may make and sign any agreements and may do and perform any and all acts which may be necessary or desirable to carry out the purposes of this section. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint such clerks and other employees as it may from time to time require. The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having a

city manager form of government, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a town manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen. Alternate members may be appointed in like manner as provided for in this section not exceeding in number the principal members. In the case of the absence or inability to act on the part of a principal member, the place of the principal member shall be taken by an alternate member designated by the chairman. When a commission is first established, the terms of the members and alternate members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members and alternate members will expire each year, and their successors shall be appointed for terms of three years each. Any member or alternate member of a commission so appointed may, after a public hearing if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment. Said commission may acquire in the name of the city or town by gift, purchase, grant, bequest, devise, lease or otherwise the fee or lesser interest in real or personal property of significant historical value and may manage the same.

Sidewalk Maintenance Agreement  
between the  
Town of Gill and Summit Distributing, LLC

This Agreement is entered into this \_\_\_\_ day of November 2016, by the Town of Gill (Town) and Summit Distributing, LLC.

**RECITALS:**

1. The Town of Gill is a duly incorporated municipality in Massachusetts.
2. Summit Distributing, LLC is a limited liability company duly registered to conduct business in Massachusetts, with a principal address of 240 Mechanic Street, Lebanon, NH 03766.
3. Summit Distributing, LLC owns properties in Gill at 23 and 27 French King Highway.
4. Summit Distributing, LLC applied for and received from the Gill Zoning Board of Appeals a Special Permit to remove the existing gas station and one-family home on the two properties and construct a new gas station and convenience store.
5. Summit Distributing, LLC presented, and the Gill Zoning Board of Appeals reviewed and approved a Site Plan for the gas station and convenience store project.
6. A sidewalk is shown on the approved Site Plan that is parallel to French King Highway, a.k.a. Route 2, and located within the state-owned right-of-way for the highway. The sidewalk will allow and encourage pedestrian traffic to the convenience store from the intersection of Main Road and French King Highway.
7. The Massachusetts Department of Transportation (MassDOT), which has jurisdiction over the highway and associated right-of-way, will not approve construction of the sidewalk by Summit Distributing, LLC without first receiving a statement from the Town of Gill accepting responsibility for maintenance of and snow removal from the sidewalk. The MassDOT will not accept a maintenance/snow removal statement directly from Summit Distributing, LLC.
8. The Town of Gill does not currently have bylaws which regulate sidewalks and place responsibility upon property owners for municipal sidewalks in front of their property.
9. The Town of Gill Selectboard, in consultation with the Highway Superintendent, has determined that the Town will provide the statement to the MassDOT only after first receiving a statement from Summit Distributing, LLC in which Summit Distributing, LLC takes responsibility for maintenance of and snow removal from the proposed sidewalk.

**IT IS THEREFORE AGREED:**

1. Summit Distributing, LLC and its successors and assigns agree to the maintenance of and snow removal from the sidewalk to be constructed in front of the property at 23 & 27 French King Highway and parallel to French King Highway, a.k.a. Route 2.
2. Snow removal shall be completed within 12 hours of the commencement of any snow storm event.
3. Maintenance shall be performed annually or upon notice from the Town of Gill Highway Superintendent. The notice shall contain the work to be performed and the time frame in which it is to be accomplished.
4. Summit Distributing, LLC shall pay for and obtain a performance bond in the amount of \$10,000 to ensure snow removal and maintenance of the side walk. The Bond will be maintained for the duration of this Agreement.
5. The term of this Agreement shall be concurrent with the Special Permit granted from the Town of Gill Zoning Board of Appeals.

## AGREEMENT CLAUSES

1. **TERMINATION:** The Town may terminate this Agreement, in whole or in part, in the event of any default by Summit Distributing, LLC. Summit Distributing, LLC shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of the Town's intent to terminate, and (2) an opportunity for consultation with the Town before termination.

2. **INDEMNITY:** Summit Distributing, LLC will indemnify, and hold the Town and its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by Summit Distributing, LLC pursuant to this Agreement.

3. **INSURANCE:** Summit Distributing, LLC shall, at all times during the Agreement, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Clause 3 INDEMNITY. All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, Summit Distributing, LLC agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Agreement, Summit Distributing, LLC shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.



4. LICENSE AND FEES: Summit Distributing, LLC shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

5. NONDISCRIMINATION: Summit Distributing, LLC shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veterans status, sexual orientation or any other protected class under the law.

6. COMPLIANCE WITH LAWS: Summit Distributing, LLC shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government.

7. ACCESS TO RECORDS: Summit Distributing, LLC will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.

8. RIGHTS AND REMEDIES: The Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

9. JURISDICTION: This Agreement shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be commenced only therein.

10. MODIFICATION, WAIVER OR CHANGE: No modifications, waiver or change shall be made to this Agreement except as may be mutually agreed upon in writing by all parties hereto.

11. ASSIGNMENT: The Town and Summit Distributing, LLC recognize that each has a substantial interest in having the other perform or control the acts required of it by this Agreement. Neither party shall perform its duties through a delegate nor assign its interest under this Agreement without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

12. SUCCESSORS AND ASSIGNS: The Town and Summit Distributing, LLC each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

13. ENTIRE UNDERSTANDING: This Agreement represent the entire understanding of the parties with respect to the subject matter herein, and neither party is relying upon any representation not contained herein.

14. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent 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. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

This Agreement shall be recorded by Summit Distributing, LLC at the Franklin County Registry of Deeds.

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Ray Purington  
as authorized by the Selectboard  
Town of Gill

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Thomas J. Frawley, President  
Summit Distributing, LLC

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS

On this \_\_\_\_\_ day of November, 2016, before me, the undersigned notary public, personally appeared, Ray Purington, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

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Notary Public  
My Commission Expires:

STATE OF NEW HAMPSHIRE

GRAFTON, SS

On this \_\_\_\_\_ day of November, 2016, before me, the undersigned notary public, personally appeared, Thomas J. Frawley, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

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Notary Public  
My Commission Expires:

FY2017



**Town of Montague**  
Water Pollution Control Facility  
34 Greenfield Road  
Montague MA 01351-9522  
[WPCFSUPT@MONTAGUE-ma.gov](mailto:WPCFSUPT@MONTAGUE-ma.gov)

(413) 773-8865  
FAX: (413) 774-6231

TO: Frank Abbondanzio, Town Administrator  
Selectmen/Sewer Commission  
Carolyn Olsen, Town Accountant  
Patty Dion, Town Treasurer/Collector  
FROM: Robert J. McDonald, Superintendent  
DATE: 2 November 2016

**Sewer Rates FY 2017**

At the Selectboard/Sewer commission Meeting of 1 November 2016 a public hearing was held regarding the proposed sewer rates for FY 2017. The sewer rates approved are as noted below. Rates I through IV reflect a 17% increase.

Rates 10% increase:

- I. Gill, Southworth & Strathmore \$7.41/1,000 gallons
- II. T. Falls, Mont. Center, Mont. City, Lake Pleasant \$8.00/1,000 gallons
- III. 12 month Flat Rate \$443/FY
- IV. Millers Falls \$8.00/1,000 gallons

**Non – Contract Surcharges**

Total Suspended Solids \$0.00 per pound  
Biochemical Oxygen Demand \$0.00 per pound

As long as the Town receives and treats thickened sludge the surcharge rates will no longer exist. Should the treatment of thickened sludge stop, the surcharges would resume.

**Septage –** In Town & Town of Gill = \$90/1,000 gallons  
Out of Town = \$100/1,000 gallons

**Trucked-in Sludge –** \$362.75/dry ton

**Other – no change**

Interest Rate – 14% per Annum  
Demand Charge - \$5.00  
Minimum Bill - \$36.00

Cc: Southworth/Paper Logic

The Town of Montague is an Equal Opportunity Provider and Employer

O:\Sewer Rate & Budget\2016 Rate Work\Approved sewer rates FY 2017.docx

# 11/14/16 Sewer Rate Proposal

## Information on Proposed Sewer Rate Increase

Nov. 14, 2016

### Expense Summary

	FY17	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY09
Category	Budgeted	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Alarm Services	280	264	264	258	252	252	246	240	240
Bill Printing	565	556	553	552	552	553	551	543	543
Dues	112	112	112	112	-	-	-	-	-
Electric	1,500	1,314	1,413	1,192	1,109	1,239	1,317	1,407	1,710
Inspections/Calibrations	685	-	100	685	100	569	569	70	1,003
I&I Work & Smoke Test	2,500	-	-	2,485	-	-	-	-	-
Maintenance	5,000	4,231	6,704	3,045	3,674	1,224	130	-	2,897
Mileage	1,200	1,027	1,076	1,038	1,127	1,249	1,046	1,080	1,349
Mowing	450	330	320	350	335	440	275	290	100
Other/Supplies	200	923	-	-	803	-	26	480	296
Payroll	11,803	10,688	11,456	11,110	9,303	9,998	9,162	10,774	9,767
Postage	350	59	-	32	-	-	-	110	-
Sewage Disposal	67,700	59,422	50,625	61,643	59,053	63,897	52,029	47,070	42,470
Telephone	240	227	225	222	225	213	222	176	170
<b>Expenses grand total</b>	<b>92,585</b>	<b>79,152</b>	<b>72,848</b>	<b>82,724</b>	<b>76,534</b>	<b>79,633</b>	<b>65,573</b>	<b>62,240</b>	<b>60,544</b>

Omnibus Budget Voted	92,585	87,865	87,865	79,230	79,042	67,740	66,166	66,047	51,916
Extra Voted to Budget		-	-	3,500	-	12,000	-	-	11,000
Budget minus Expenses		8,713	15,017	6	2,508	107	593	3,806	2,371

	Average								
% expenses - Sewage Disposal	75%	75%	69%	75%	77%	80%	79%	76%	70%
% all other expenses	25%	25%	31%	25%	23%	20%	21%	24%	30%
total all other expenses		19,730	22,222	21,081	17,480	15,736	13,544	15,170	18,074
incr all other expenses/prior yr	2.2%	-11.2%	5.4%	20.6%	11.1%	16.2%	-10.7%	-16.1%	

36-month total gallons sent to Montague	28,717,600	average yearly non-disposal expenses (last 3 years)	21,011
average gallons for 12 months	9,572,533	average increase to non-disposal expenses (last 3)	5%
estimated disposal cost - old rate \$6.33/1000	\$ 60,594	(A) average yearly non-disposal expenses plus 5%	22,062
(B) estimated disposal cost - NEW rate \$7.41	\$ 70,932	budgeted for non-disposal expenses	24,885
budgeted for disposal	\$ 67,700		
expected shortfall	\$ 3,232	non-disposal costs (average) (A)	\$ 22,062
		estimated disposal costs (new rate) (B)	\$ 70,932
		contingency for nonpayments & build reserves	\$ 10,000
		total to bill	\$ 102,994

### Revenue Summary

There are currently 115 sewer accounts.

Current Rate	0.165 \$/cubic foot (adopted for bills in Dec 2015)
less 10% discount	0.0165 (all customers receive the discount)
Effective Rate	0.1485

#### Sewer Commitments - aka Invoices to Users

Period	FY17	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY09
		93,303.22	86,514.47	85,216.25	73,688.53	\$ 49,266	\$ 51,262	\$ 52,310	\$ 57,168

#### Current Projected Revenue

RWD Water Use (current average)	13,078 gal/day	(average of last 8 quarters)
equals	4,773,470 gal/year	
equals	638,165 cu ft/year	
x current Effective Rate	0.1485 \$/cu ft	
Total Invoiced to Sewer Users	\$ 94,768	

# 11/14/16 Sewer Rate Proposal

## Proposed Projected Revenue - FULL YEAR

<u>Scenario A</u>			<u>Scenario B</u>		
Possible New Rate (+3.6%)	0.171	\$/cu ft	Possible New Rate (+6.1%)	0.175	\$/cu ft
Possible Effective Rate	0.1539	\$/cu ft	Possible Effective Rate	0.1575	\$/cu ft
Estim. Total Full Year	\$ 98,214		Estim. Total Full Year	\$ 100,511	
<u>Scenario C</u>			<u>Scenario D</u>		
Possible New Rate (+9.1%)	0.180	\$/cu ft	Possible New Rate (+13.9%)	0.188	\$/cu ft
Possible Effective Rate	0.1620	\$/cu ft	Possible Effective Rate	0.1692	\$/cu ft
Estim. Total Full Year	\$ 103,383		Estim. Total Full Year	\$ 107,978	

## FY17 Proposed Projected Revenue - Sept. bill @ Old Rate, Jan/Apr bills @ New Rate

Bill Date	<u>Scenario A</u>			<u>Scenario B</u>		
	Avg Cu. Ft	Disc. Rate	Bill Total \$	Avg Cu. Ft	Disc. Rate	Bill Total \$
Sept '16 - Actual			\$ 24,916			\$ 24,916
Jan '17 (4-month bill - use 1.33 times avg last 2 Dec bills)	214,615	0.1539	\$ 33,029	214,615	0.1575	\$ 33,802
Apr '17 (avg last 2 Mar bills)	143,950	0.1539	\$ 22,154	143,950	0.1575	\$ 22,672
Jul '17 (avg last 2 Jun bills) - won't be received until FY18)			\$ -			\$ -
			\$ 80,099			\$ 81,390
Bill Date	<u>Scenario C</u>			<u>Scenario D</u>		
	Avg Cu. Ft	Disc. Rate	Bill Total \$	Avg Cu. Ft	Disc. Rate	Bill Total \$
Sept '16 - Actual			\$ 24,916			\$ 24,916
Jan '17 (4-month bill - use 1.33 times avg last 2 Dec bills)	214,615	0.1620	\$ 34,768	214,615	0.1692	\$ 36,313
Apr '17 (avg last 2 Mar bills)	143,950	0.1620	\$ 23,320	143,950	0.1692	\$ 24,356
Jul '17 (avg last 2 Jun bills) - won't be received until FY18)			\$ -			\$ -
			\$ 83,003			\$ 85,585

## Impact on Average Sewer User

	Cubic Feet	Discounted Rate	Billed Amount	Amount Over Current	% Over Current	Scenario
Current Avg. Quarterly Amount (last 8 quarters)	1396	0.1485	\$ 207			
Current Avg. Annual Amount (last 8 quarters)	5583	0.1485	\$ 829			
Possible Avg. Quarterly Amount	1396	0.1539	\$ 215	\$ 7.54		
Possible Avg. Annual Amount	5583	0.1539	\$ 859	\$ 30.15	3.6%	<b>A</b>
Possible Avg. Quarterly Amount	1396	0.1575	\$ 220	\$ 12.56		
Possible Avg. Annual Amount	5583	0.1575	\$ 879	\$ 50.25	6.1%	<b>B</b>
Possible Avg. Quarterly Amount	1396	0.1620	\$ 226	\$ 18.85		
Possible Avg. Annual Amount	5583	0.1620	\$ 904	\$ 75.37	9.1%	<b>C</b>
Possible Avg. Quarterly Amount	1396	0.1692	\$ 236	\$ 28.90		
Possible Avg. Annual Amount	5583	0.1692	\$ 945	\$ 115.57	13.9%	<b>D</b>

## Sewer Fund Balances

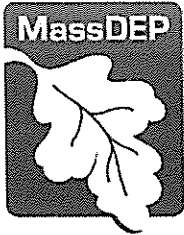
	FY17	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY09
Starting Balance	78,330.04	51,007.40	47,215.67	75,623.82	57,467.72	89,251.00	99,559.18	100,773.71	107,797.54
minus Transfer to Omnibus	53,720.00	49,000.00	49,000.00	45,000.00	45,000.00	67,600.09	66,165.55	66,046.70	51,355.00
minus Extra to Omnibus		-	-	-	-	12,000.00	-	-	11,000.00
plus Actual/Estimated Receipts	TBD	91,457.41	91,656.73	84,675.85	63,156.10	47,816.81	55,857.37	64,832.17	55,331.17
plus Transfer from Free Cash		15,017.20							
plus Unspent from Omnibus		8,713.03							
minus Reserved from Receipts	38,865.00	38,865.00	38,865.00	68,084.00	-	-	-	-	-
Ending Balance	TBD	78,330.04	51,007.40	47,215.67	75,623.82	57,467.72	89,251.00	99,559.18	100,773.71

### Notes

  = Higher than it should have been. \$34,042 of Reserved from Receipts wasn't transferred to General Fund until following fiscal year.

  = Lower than it should be. Special Town Meeting vote is needed to transfer \$15,017 (unspent from FY15 sewer budget) from Free Cash back into Sewer Fund.

	FY16	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY09
Ending Balance after adjusting for two "Notes" boxes		78,330.04	66,024.40	47,215.67	41,581.82	57,467.72	89,251.00	99,559.18	100,773.71



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

November 3, 2016

Mr. John Ward, Chair  
Board of Selectmen  
325 Main Road  
Gill, MA 01354

Re: Small Town Environmental Partnership

Dear Mr. Ward:

The Massachusetts Department of Environmental Protection (MassDEP), Western Regional Office (WERO) is launching the Small Town Environmental Partnership (STEP) initiative and is inviting you to consider participating. Our goal is to strengthen the environmental partnership between small communities and MassDEP - WERO thereby improving environmental protection, public health and quality of life for residents.

STEP is a voluntary program offered to small towns to partner with MassDEP to review environmental compliance of municipal facilities and to develop a strategy to correct any outstanding issues. MassDEP identified the need for this initiative through recent routine inspections where common issues of non-compliance have been identified, specifically in our small, rural communities. A common example is proper registration as a hazardous waste generator. It is our belief that a proactive review of municipal facilities will identify environmental and public health concerns and allow MassDEP and towns to develop a mutually acceptable plan to address those concerns in a reasonable time frame.

Our plan is to conduct a compliance audit of facilities which will include an inspection and paperwork/documentation review. The inspection will be done in conjunction with municipal officials, to assess compliance and the use of best management practices. Following the compliance audit, MassDEP will provide technical assistance and guidance targeted at improving environmental quality and future compliance. Should the audit identify violations, participating communities will enter into an agreement in the form of a Consent Agreement or other appropriate agreement containing a negotiated schedule to return to compliance for violations which do not involve an immediate threat to public health, safety, or the environment. MassDEP will work with towns on a mutually acceptable schedule, and while it is MassDEP's

This information is available in alternate format. Call the MassDEP Diversity Office at 617-556-1139. TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

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intention to waive penalties for violations discovered under this agreement, any overt or imminent threat to public health, safety, or the environment that is discovered must be addressed immediately.

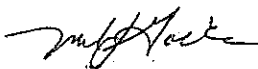
MassDEP will conduct a pre-audit conference call with municipal officials to discuss the scope of the audit, needs of the community, and the existing information gathered by staff from databases and reports. The audit will be conducted with a multi-discipline MassDEP inspection team and local officials in attendance. A brief wrap up meeting will be conducted following the audit with staff providing to the municipality applicable information packets (Best Management Practices, Clean Energy Results Program, - energy efficiency and funding opportunities, Brownfields Program, Wetland Circuit Rider, Community Compact information, Green Communities Program information, etc.) a summary of findings, and discussion of additional technical assistance documents that may be needed. If appropriate, a draft agreement will be prepared for review shortly after the audit.

In summary, the STEP initiative is a voluntary program. The STEP initiative is in addition to MassDEP's routine inspections and provides towns an opportunity for a more holistic review of its facilities rather than inspections of a single facility. As such, it will provide a better opportunity for planning and prioritization associated with environmental and public health needs associated with the town's operation of its facilities. We have included the attached form and ask that if you agree to participate, please complete the checklist regarding regulated facilities in your community and return the checklist to our office. We recognize that this issue may require a review and approval of the Board of Selectmen but ask that you respond by **December 15, 2016**.

**We anticipate staff resources to accommodate approximately 10 to 12 communities.** If you have agreed to participate, we will contact you regarding our ability to include your community in the first round of this initiative. Please feel free to address your response to Catherine Skiba at MassDEP, 436 Dwight Street, Springfield, MA 01103, via e-mail to [Catherine.skiba@state.ma.us](mailto:Catherine.skiba@state.ma.us), or fax (413) 784-1149.

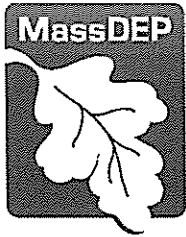
I greatly appreciate your time in considering this opportunity. Please feel free to contact me or Catherine Skiba at 413-755-2119 if you have any question about this initiative.

Respectfully,



Michael J. Gorski  
Regional Director  
Western Regional Office





Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

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# Department of Environmental Protection

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

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Commissioner

## Small Town Environmental Partnership

The Town of \_\_\_\_\_, agrees to participate in the Small Town Environmental Partnership, environmental audit program with the MassDEP Springfield Regional Office. (Please add signatures as needed)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Municipal Facilities

Please check all that apply and indicate if your municipality has more than one of any particular facility such as multiple public water systems.

Please include Wastewater and Water Districts and note whether or not the water and/or wastewater facilities are Districts if not directly part of the municipality. If the Districts are not municipal utilities, we ask that you contact the Districts to determine if they would agree to participate in this initiative.

Highway or Public Works Garage

Wastewater Treatment Facility / Pump Stations

Public Water System

Transfer Station

Compost/Leaf and Yard Waste Site

Other – Examples cemeteries, salt sheds, managed lakes and ponds, confirmed hazardous waste release sites, etc.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Ray Purington/Gill Selectboard

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**From:** Zak Farkes <zfarkes@borregosolar.com>  
**Sent:** Monday, November 14, 2016 3:35 PM  
**To:** Ray Purington/Gill Selectboard  
**Subject:** Consent to Assignment of PILOT  
**Attachments:** PILOT ASSIGNMENT\_978\_K-GILL\_2016.11.14.docx; \_Certification\_.htm

Hello Ray,

I know this is last minute, but I was wondering if you would be willing to bring this consent letter in front of the Selectboard this evening. The letter is a request for consent to assign the PILOT agreement from our development company (978 Solar Development, LLC) to the project company (Kearsarge Gill LLC). You may recall that section 6 of the PILOT is specifically written for this assignment so shouldn't be much more than an administrative request. In any case, the attached letter should explain things.

My request is that a Selectboard member makes a motion to consent to the assignment of the PILOT agreement to our project company.

I am available all evening if you have any questions.

Thanks very much,

Zak

--



**BORREGO SOLAR**

Zachary Farkes  
Project Developer  
Borrego Solar Systems, Inc.  
Cell: [617-851-2893](tel:617-851-2893)  
Direct: 978-513-2612

November 14, 2016

Town of Gill  
Attn: Selectboard  
Gill Town Hall  
325 Main Road  
Gill, MA 01354

Re: Notice of Assignment of Interest in Payment in Lieu of Taxes Under M.G.L. c. 38H(b)

Town of Gill Selectboard:

Reference is made to the Agreement for Payment in Lieu of Taxes Under M.G.L. c. 38H(b) (“PILOT”) by and between the Town of Gill (“the Town”) and 978 Solar Development, LLC (“Assignor”) dated June 28, 2016 relating to the solar PV electric generating facility located at 586 Main Road in Gill (the “Facility”).

Reference is also made to the assignment agreement (“Assignment Agreement”) by and between Kearsarge Gill LLC (“Assignee”) and Assignor dated November 14, 2016 relating to the Facility.

This letter (“Consent”) is intended as notice to the Town that Assignor wishes to assign all of its right, title, and interest in and to the PILOT to Assignee (“Assignment”). Assignor and Assignee are requesting that the Town consent to the Assignment in accordance with Section 6 of the PILOT and, as such, Assignor and Assignee each hereby represent and warrant to the Town that, by virtue of the Assignment Agreement, Assignee has accepted and acquired Assignor’s full right, title and interest in and to the PILOT. Assignee hereby unconditionally covenants and agrees with the Town, without any exception, including, without limitation, any exception for any contrary terms in the Assignment Agreement or any limitations as between Assignee and Assignor, (i) that it has assumed, and shall observe and perform, all of Assignor’s obligations, covenants and duties, and fully discharge all of Assignor’s liabilities, under the PILOT in accordance with the terms thereof, and (ii) to be bound by all of the terms and conditions of the PILOT, as it may be amended from time to time.

Assignor and Assignee acknowledge and agree that neither the Assignment Agreement, nor this Consent, creates any obligations or liabilities on the part of the Town, nor does the Assignment Agreement or this Consent amend, waive, modify or alter the PILOT or any of the Town’s rights thereunder. Assignor and Assignee further agree that neither the Assignment Agreement nor this Consent shall be deemed to constitute a novation.

Notwithstanding any agreements to the contrary between Assignor and Assignee, including, without limitation, the Assignment Agreement, Assignee understands and agrees that as between the Town and Assignee the assignment and assumption and the performance of Assignee’s obligations under the PILOT all shall be governed by and construed in accordance with

the laws of The Commonwealth of Massachusetts. Assignor and Assignee hereby request that any written notice, demand, or request required or authorized in connection with the PILOT be sent to the Assignee at Kearsarge Gill LLC, c/o Kearsarge Energy, 480 Pleasant Street, Suite B110, Watertown, MA 02472.

[signatures on the following pages]

Each of Assignor and Assignee represent and warrant that the officer signing on its behalf is duly authorized to bind it to the representations, warranties, covenants, and agreements made herein.

Agreed and accepted by Assignor this November 14, 2016.

978 SOLAR DEVELOPMENT, LLC  
ASSIGNOR

By: Borrego Solar Systems, Inc., its sole member

By: \_\_\_\_\_  
Name: Brendan Neagle  
Title: COO

Agreed and accepted by Assignee this November 14, 2016.

KEARSARGE GILL LLC  
ASSIGNEE

\_\_\_\_\_  
By: Andrew Bernstein  
Its: Manager

Based upon the above representations, covenants, and agreements made by Assignee and Assignor, the Town hereby consents to the assignment of the PILOT as contemplated herein this \_\_\_\_\_, 20\_\_\_\_.

TOWN OF GILL

\_\_\_\_\_  
By:  
Its: