

# TOWN OF GILL

MASSACHUSETTS



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

## SELECTBOARD & FINANCE COMMITTEE MEETING MINUTES

*July 6, 2017*

Call to Order: The Selectboard and Finance Committee meetings were called to order at 6:20 PM.

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

Selectboard Members Absent: None

Finance Committee Members Present: Timmie Smith, Fred Chase, Claire Chang, Tupper Brown, Ronnie LaChance

Finance Committee Members Absent: Jacob Rau

Others Present: Ray Purington

Review of Minutes: John made a motion, seconded by Greg, to approve the minutes of 5/17/17 and 5/31/17. The vote was unanimous in the affirmative.

Fred made a motion, seconded by Ronnie, to adopt the Selectboard minutes for 5/17/17 and 5/31/17 in lieu of separate Finance Committee minutes. The vote was 5 in favor, 0 opposed.

FY17 Year End Budget Transfers: Four year-end transfers to cover overruns in the FY17 budget were reviewed and discussed.

Mariamante Loan, \$4.60, to be transferred from Treasurer's Expenses. The overrun is due to timing on the loan payment, and the amount reflects two extra days of interest. On a motion from John, seconded by Greg, the Selectboard voted unanimously to approve the transfer. On a motion from Claire, seconded by Tupper, the Finance Committee voted unanimously to approve the transfer.

Personal (Health) Insurance, \$1,871.57, to be transferred from Property Insurance. The cost of the Medex plan for Gill's four retirees increased mid-year, and the increase was not foreseen when the FY17 budget was developed. There was a suggestion the FY19 budget should factor in the possibility of another such increase. On a motion from Greg, seconded by John, the Selectboard voted unanimously to approve the transfer. On a motion from Tupper, seconded by Fred, the Finance Committee voted unanimously to approve the transfer.

Police Department, \$2,626.68, to be transferred from General Highway Expenses. The overrun is attributed to additional shifts for part-time officers in order to cover some of the empty shifts during Sergeant Redmond's medical leave of absence. There was discussion the Selectboard should have better monitored the additional shifts in order to have not overspent the budget. While the total amount was generally felt to be small considering the number of months of absence, it was suggested in the future, at the start of an absence, there should be a dollar limit placed on spending for extra shifts. On a motion from Greg, seconded by John, the Selectboard voted unanimously to approve the transfer. On a motion from Fred, seconded by Ronnie, the Finance Committee voted 4-0 to approve the transfer, with Claire abstaining from the vote.

Fire Department, \$5,291.71, to be transferred from Town Hall Building Expenses (\$2,400) and Veterans' Benefits (\$2,897.71). The overrun is attributed to extraordinary repair expenses for Engine 1 and Engine 2, as both vehicles received thorough inspections and repairs from KME Equipment, with a total cost of more than \$15,000. In a previous discussion between the Fire Chief and the Selectboard, the Selectboard instructed the Chief to proceed with the planned purchase of three sets of turnout gear (approximately \$6,700), and other funds would be found to cover the shortfall. On a motion from Greg, seconded by John, the Selectboard voted unanimously to approve the

transfer. On a motion from Fred, seconded by Ronnie, the Finance Committee voted unanimously to approve the transfer.

The Finance Committee adjourned at 7:00 PM.

Gill Elementary Kitchen Floor: The Selectboard reviewed a \$9,158.00 proposal from Stonhard to apply an epoxy coating to the kitchen floor at the Elementary School. The proposal is recommended by GMRSD Facilities Manager Jim Huber, and Health Agent Glen Ayers has confirmed the work will remedy code violations with the current floor. Ray noted that a local flooring company had given an estimate of “definitely more than \$10,000” and their materials would not have met the troweled-on condition in the health codes. It was also discussed there will be some other expenses with this project, mostly for an electrician to disconnect and reconnect the kitchen equipment.

Greg made a motion, seconded by John, to approve the contract with Stonhard for \$9,158 and to authorize Ray to sign any necessary documents. The vote was unanimous in the affirmative.

The Selectboard adjourned at 7:10 PM.

*Minutes respectfully submitted by Ray Purington.*

*Signed copy on file. Approved 08/07/2017*

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Greg Snedeker, Selectboard Clerk

Adopted by the Finance Committee in lieu of separate Finance Committee minutes on \_\_\_\_/\_\_\_\_/\_\_\_\_.



1000 East Park Avenue  
Maple Shade, NJ 08052  
856/779-7500  
FAX: 856-321-7631  
www.stonhard.com

Mr. Jim Huber  
Gill-Montague Regional School District  
35 Crocker Ave  
Turners Falls , MA 01376

Project Name: **Gill Elementary School Kitchen**

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June 27, 2017

Re: Quote Number: **4224173**

Dear Mr. Jim Huber:

Thank you for the opportunity to work with you on the Gill Elementary School Kitchen project at Gill Elementary School, 48 Boyle Rd, Turners Falls MA 01376 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Gill Elementary School Kitchen	400 sq ft	STONCLAD GS COLOR TBD

**Area Name: GILL ELEMENTARY SCHOOL KITCHEN**

**Scope of Work (Gill Elementary School Kitchen):**

- Standard Primer - A two-component, penetrating epoxy primer that ensures a secure bond between the substrate and overlayment, reduces absorption of the overlayment liquids and makes application of the overlayment easier.
- Stonclad GS - A nominal 3/16" floor system with good chemical resistance and superior impact and abrasion resistance.
- Stonkote HT4 - A two-component, 100% solids, epoxy coating. It is specifically formulated to provide outstanding protection from a wide range of chemicals while increasing abrasion resistance and cleanability.
- Texture 2 - Added for slip-resistance where water and liquids are on the floor.

**Conditions of Use (Gill Elementary School Kitchen):**



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- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is mopped and swept with general purpose cleaner daily at a temperature of 100° F.
- The floor is subject to foot traffic only.

## **Warranty (Gill Elementary School Kitchen):**

- Refer to Terms and Conditions for detailed warranty.

## **Pricing (Gill Elementary School Kitchen):**

- \$9,158.00 based on prevailing wage labor.

## **Pricing Assumes:**

- Customer to accept, offload and store material in a dry, heated area.
- Proposal assumes Prevailing Wage labor.
- Price is based on one (1) phase/mobilization only. If additional phases and/or mobilizations are required, additional charges will be incurred.
- Trash removal - A dumpster or equivalent means of trash removal must be provided.
- Material storage - The material must be stored in a dry, heated location in or around the area.
- Accessibility - Area must be free of all moveable equipment and trades prior to Stonhard's arrival.
- Lighting - The area must have adequate lighting in order to install the overlayment.
- Heat - A minimum temperature of 60F must be maintained in the area to ensure proper curing.
- Area is to be free and clear of all trades and moveable equipment prior to Stonhard's arrival.
- All equipment, product protection and dust control is the responsibility of the customer.
- Area to be free of all traffic and activity during the installation and for a twelve-hour period after it is completed.
- Area must be dry and remain dry and free from drips and leaks during the installation and cure time.
- Price is based on floor being installed at a nominal 3/16" thickness.
- Stonhard-trained installation team.
- Quoted pricing excludes any allowance for lost time caused by conditions beyond the control of Stonhard. Stonhard shall be reimbursed for lost time based on current rates at the time the lost time occurs.
- Floor will be mechanically prepared with equipment other than a Blastrac- such as, scarifiers, grinders, scabblers, etc.
- Not responsible for damages caused by hydrostatic and/or osmotic pressure.
- Single source warranty for one year covering both materials and workmanship.

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- Stonhard is not responsible for standing water unless the contract includes the entire floor area to be pitched to drain with a slope equal to or greater than 1/4" per linear foot. Liquids will not flow freely and will require assistance to drain properly on any floor area sloped less than 1/4" per linear foot.
- Our price does not include floor protection after the floor is installed and turned over to the customer.
- Once floor is installed, subsequent trades can cause significant damage to an unprotected floor. Therefore, we recommend you protect your new floor with one of the following: plywood, non-colored masonite over plastic sheeting, cardboard or corrugated plastic.
- All leftover product is the property of Stonhard.

#### **Pricing Includes:**

- Proposal based on 400-sf of Stonhard's Stonclad GS @ 3/16" with Stonkote HT4, Texture 2.

#### **Exclusions:**

- Price does not include demolition, cove base, waterproofing, pitching or protection.



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## Pricing Summary

- Lump Sum price to install project would be \$9,158.00 based on Prevailing Wage \_\_\_\_\_ labor.

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote #4224173 and send a copy to my attention at the above address.

If you have any questions, please contact me at 1000 East Park Avenue, Maple Shade, New Jersey. Phone: 856/779-7500 Fax: 856-321-7631 or on my cell phone at 413 495 2269. I look forward to working with you on this upcoming project.

Sincerely,  
Stonhard, Division of StonCor Group, Inc.

John Jarosz  
Territory Manager

Accepted By:

\_\_\_\_\_  
STONHARD, Division of StonCor Group, Inc.  
John Fournier, Area Manager

\_\_\_\_\_  
Mr. Jim Huber

\_\_\_\_\_  
06/27/2017



FLOORS FOR EVERY ENVIRONMENT

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**General Terms & Conditions:** The following terms and conditions are hereby made a part of this Agreement.

**1. RESPONSIBILITIES OF STONHARD:**

- a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.
- b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.
- c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.
- d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

**2. RESPONSIBILITIES OF CUSTOMER:**

- a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.
- b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.
- c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.
- d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.
- e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.
- f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

**3. PAYMENTS:**

- a. Terms of Payment: Net 30 Days
- b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.

**4. LIMITATION OF LIABILITIES:** The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

One Year Warranty (Gill Elementary School Kitchen):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.



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2. **PERIOD OF WARRANTY.** This warranty is for a period of one year from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**  
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.
7. **EXCLUSIONS FROM WARRANTY:**  
The following items are not covered by this warranty:
  - a. discoloration or staining;
  - b. reasonable variations in color between samples, installed products, and repair materials;
  - c. misuse, abuse, or improper maintenance of the floor;
  - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
  - e. except when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
  - f. vandalism or acts of God or war.  
The following items will void this warranty:
  - g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
  - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
  - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
  - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
  - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER.** THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.
9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**



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5. EFFECT OF DEFAULT: In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. Right to Stop Work - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. Cost of Performance - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. Additional Work - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. Interest on Unpaid Balances - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue Interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. Attorney's Fees - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. GOVERNING CLAUSE: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

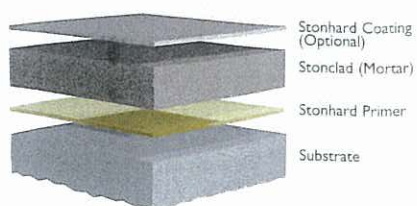
8. AUTHORIZED AGENCY: All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.

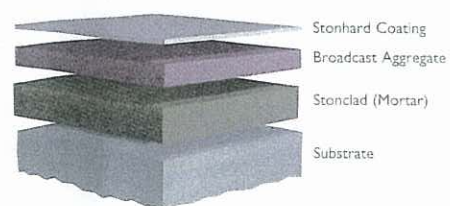


## STONCLAD

Serious protection for heavy duty environments. Stonclad provides extraordinary performance under the most demanding conditions. Chemical, abrasion and impact-resistant systems assure durability and longevity. Specialized configurations meet the needs of static control and temperature dependent environments. Diversity and performance for the most rigorous industrial applications.



GS|GR|G2|ESD|HT|UL|UR|Xpress



UT

**STONHARD**





### STONCLAD® GS

Troweled epoxy mortar system providing superior impact and abrasion resistance with excellent chemical resistance.

### STONCLAD® GR

Troweled epoxy mortar system with the same properties as Stonclad GS. This system utilizes 25% recycled glass fillers and a rapidly renewable component to enhance the material and make an environmental impact.

### STONCLAD® G2

Sustainable, polyurethane mortar system that utilizes recycled glass and plant-based resins. Formulated for food environments to withstand thermal shock and cycling.

### STONCLAD® ESD

Conductive elements formulated in an epoxy resin for static control and non-sparking properties.

### STONCLAD® HT

Ultra-corrosion resistant epoxy mortar system formulated to withstand temperatures up to 200°F/93°C (250°F/121°C for intermittent spills).

### STONCLAD® UL

Self-leveling, polyurethane mortar system that is chemical, impact and abrasion resistant, designed for dry food environments.

### STONCLAD® UR

Troweled polyurethane mortar system designed for rapid installation in food environments, where thermal cycling/thermal shock conditions are present and texture is not a requirement.

### STONCLAD® UT

Troweled polyurethane textured mortar system designed to withstand thermal shock/thermal cycling conditions for use in food environments.

### STONCLAD® SL Xpress

Methyl methacrylate liquid-rich, self-leveling system that is impact, chemical and abrasion resistant when a quick installation is required. Solid color with optional tweed or flake designs available.

### STONCLAD® TR Xpress

Methyl methacrylate troweled system that exhibits excellent impact, chemical and abrasion resistance with a tweed design for fast track installations.

