



SELECTBOARD AGENDA & MEETING NOTICE

April 26, 2021

Location: Zoom meeting - access info in the agenda

***Indicates item added after the 48 hour posting

bold underlined time = invited guest or advertised hearing
(all other times are approximate)

This meeting is being conducted remotely by all participants due to the State of Emergency related to COVID-19 and under the "Order Suspending Certain Provisions of the Open Meeting, G.L. c. 30A, §20" issued by Governor Baker on 3/12/20.

Public Participation will be by: Join Zoom Meeting:

<https://us02web.zoom.us/j/87880776899?pwd=cC9MSVlEQng3dlhjeWJPQS9uV1loZz09>

Meeting ID: 878 8077 6899 Passcode: 845435

Dial into meeting: +1 312 626 6799 or +1 929 436 2866

In the event the Zoom meeting is disrupted and cannot be resumed, the meeting platform will switch to a telephone conference call (phone number is 712-775-7031 and the access code is 883-045-865).

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

COVID-19 Topics

- Updates from Gill's Emergency Management Team

Old Business

- Review of Minutes
- Gill Elementary School Floor Replacement Project – report on any new information or updates

New Business

- Action Item from Hazard Mitigation Plan - Develop formal agreements with the Northfield Mount Hermon School to use a facility on their campus as a shelter during an emergency
- Discussion/Vote about opting out of Mosquito Spraying conducted by State Reclamation and Mosquito Control Board (SRMCB) and development of an alternative mosquito control plan
- Renewal of Gill Elementary School Lease Agreement between Town and Gill-Montague Regional School District – Discussion of proposed changes to existing lease
- Letter to Governor Baker to advocate for inclusion of the French King Bridge barriers project on the annual Capital Plan and release of the existing \$2.6 MM funding earmark
- Approve and Sign Warrant for May 17th Town Election
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Warrants

FY21 #21 Vendors (\$33,308.88) & Payroll (\$22,733.17) – reviewed & signed by Chair on 4/13/21
FY21 #22 – to be reviewed & signed by the Chair and reported on at the next meeting

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
5/10	5:30 PM	Selectboard meeting	Zoom

5/17	Noon-8PM	Town Election	Town Hall 2 nd floor
5/24	5:30 PM	Selectboard meeting	Zoom

Ray Purington/Gill Selectboard

From: Gill Fire Dept <firedept@gillmass.org>
Sent: Thursday, April 22, 2021 5:41 AM
To: Ray Purington/Gill Selectboard
Subject: FW: MOU

Ray:

Do we want to start this process as a backup? Monday night agenda?

Gene

Gene M. Beaubien
Gill Fire Chief/ EMD
196A Main Road
Gill, MA. 01354
413-863-8955 Station
413-626-1237 Cell
firedept@gillmass.org

From: Jay Sparks [mailto:jsparks@nmhschool.org]
Sent: Wednesday, April 21, 2021 2:03 PM
To: Chief Redmond; Gene Beaubien
Subject: MOU

Good afternoon Chief and Chief,
The Gill Multi-Hazard Mitigation plan project from 2019 was recently left on my desk with a big question mark on it. In it were questions regarding an MOU for NMH to be a shelter option for the community. Has anything been developed toward such an MOU? If not is this something you gentleman would like to explore with us. I am a big believer in "Whole Community" preparedness and will be more than happy to work toward this with you.

Thanks

Jay

--



Jay A Sparks
Assistant Director of Campus Safety
Northfield Mt Hermon School
One Lamplighter Way
Gill Ma. 01354
(413) 498-3027

Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard <administrator@gillmass.org>
Sent: Monday, April 12, 2021 4:24 PM
To: 'Claire Chang'
Subject: RE: Mosquito spraying
Attachments: application-for-municipality-opt-out-of-srmcb-spraying.pdf

Hi Claire,

I've got mosquito spraying in my list of agenda items for the Selectboard's April 26th meeting.

Here's what I found:

1. This is from a Mass Dept of Revenue email blast in March (highlighting added):

Municipal Opt-Out of Mosquito Spraying

Executive Office of Energy and Environmental Affairs

In July 2020, Governor Baker signed into law legislation entitled *An Act to Mitigate Arbovirus in the Commonwealth* (M.G.L. Chapter 252, Section 2A), which requires the Executive Office of Energy and Environmental Affairs (EEA) to develop a process for the State Reclamation and Mosquito Control Board (SRMCB) to permit municipalities to opt out of mosquito control spraying, including aerial or other, conducted by the SRMCB.

Today, EEA is announcing the release of this opt-out process, which requires municipalities to secure approval to opt out via a certified vote by local the Select Board or City Council, and to submit an alternative mosquito management plan.

All Plans are subject to approval by EEA. Approval of a plan allows a municipality to opt out of spraying conducted by the SRMCB under M.G.L. Chapter 252, Section 2A through calendar year 2021. It does not extend to any spraying conducted by a mosquito control project or district of which a municipality may be a member.

Guidance and application information can be found at the following webpage, linked [here](#).

The application including a certified vote and alternative management plan are due as email attachments to EEAopt-out@mass.gov by **May 15, 2021**. If you have any questions, please direct them to EEAopt-out@mass.gov.

2. The process, application form, and general outline of the "Plan" is in the attached document.
3. It's the Selectboard who votes to opt out of the mosquito control spraying. Their vote has to include that the Board of Health was consulted. So, it seems like there needs to be a Board of Health meeting prior to when the Selectboard discusses this. (Doug Edson is the Chair of our BOH.)
4. Our plan needs to name who is responsible for overseeing implanting the plan, even if it's only public education.
5. Page 7 of the attached file lists various types of education and outreach methods. The time consuming work will be finding other people's public domain literature to use or creating material for Gill. Maybe you could contact the EEA (EEAopt-out@mass.gov) to find out if they have approved any plans that only have public education. If yes, maybe those towns would be willing to share their plan and materials.

Ray

From: Claire Chang [mailto:claire@solarstoreofgreenfield.com]

Sent: Monday, April 12, 2021 8:25 AM

To: Ray Purington/Gill Selectboard <administrator@gillmass.org>; 'Greg Snedeker' <gksnedeker@gmail.com>; 'Randy Crochier' <hxydad77@yahoo.com>; John Ward <john@solarstoreofgreenfield.com>; Allen Tupper Brown <atbrown.law@comcast.net>; Vicky Jenkins <vjenkins@nmhschool.org>; Alden Booth <alden.booth@gmail.com>; Andy Cole <andycollection119@gmail.com>; Janet Masucci <janetmasucci@gmail.com>

Subject: Mosquito spraying

Board of health needs to be alerted and asked to opt out of state spraying program.

Alternative mitigation plan needed. Education should be included.

Thanks claire

Date: 04/08/2021 2:28 PM Subject: Aerial mosquito spraying Hi all- good news! I finally got a call from Chris Craig at <https://www.mass.gov/info-details/pioneer-valley-mosquito-control-district-pvmcd> . He reports that there has been no spraying in Western Mass, but the state may be offering that soon. Cities and Towns can then respond to request the spraying. He recommended that we contact our local Board of Health to request an exemption should the City decide to ask for spraying. I will follow up with them. He graciously accepted my constructive criticism about the lack of response from the state to the point that I had to get Rep.Mark involved to get someone to respond to my query. He admitted that the program is somewhat fragmented. He said to feel free to reach out to him anytime. Onward! Lynn

Claire Chang

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Greenfield, MA. 01301

413 772 3122

Claire@solarstoreofgreenfield.com



Virus-free. www.avg.com

INTRODUCTION

- Pursuant to M.G.L. Chapter 252, Section 2A, municipalities may opt out of spraying, including aerial or other mosquito control spraying, conducted by the State Reclamation and Mosquito Control Board (“SRMCB”). To opt out of any spraying conducted by the SRMCB, a municipality must have an alternative mosquito management plan (“Plan”) approved by the Executive Office of Energy and Environmental Affairs (“EEA”).
- Approval of a Plan allows a municipality to opt out of spraying (including both aerial or wide-area) conducted by the SRMCB under M.G.L. c. 252, Section 2A. It does not extend to any spraying conducted by a mosquito control project or district (“MCD”) of which a municipality may be a member. Any questions related to services provided by an MCD should be directed to its attention.
- A Plan must be approved in order for the SRMCB to recognize any municipality’s request to opt out of spraying.
- This process applies only to municipalities. Any other requests to opt out of spraying or exclude private property must be made in accordance with M.G.L. c. 252 or 333 CMR 13.00. More information on these options is available on the SRMCB website at <https://www.mass.gov/how-to/how-to-request-an-exclusion-or-opt-out-from-wide-area-pesticide-applications>.
- A Plan shall be effective from the date of approval through December 31st of the year in which it was approved.

PROCESS

The following steps must be completed prior to submitting a Plan to EEA for its review:

1. The municipality must hold a meeting of the City Council or Select Board, at which a vote must be taken indicating the municipality’s intention to opt out of spraying (including aerial or other mosquito control spraying) conducted by the SRMCB.
 - a. This meeting should include input on the Plan from the local board of health and allow for public comment.
 - b. The vote should include the following:
 - i. The date and time of the public meeting
 - ii. That the board of health was consulted;
 - iii. That public comment was allowed;
 - iv. Whether the municipality is opting out of all spraying or only certain spray activities, such as aerial spraying. If a vote does not include that it is for a specific type of spraying, the vote will cover all spray activities conducted by the SRMCB under M.G.L. c. 252, Section 2A; and
 - v. That the vote to opt out will only be honored if **an alternative mosquito management plan** is submitted and approved by EEA.
2. The municipality must include a copy of the certified vote must be included as part of the application for approval of a Plan.
3. The municipality must complete this application for approval of a Plan and submit it to EEA at the following address: EEAopt-out@mass.gov
4. All applications must be received **by May 15th** of the year for which the request is being made.

Application for an Alternative Mosquito Management Plan Required for a Municipality to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

CONTACT INFORMATION

Please provide contact information for your municipality:

- Town/City:
- County:
- If your municipality is currently a member of a Mosquito Control District or Project, please enter the Project/District Name:
- Point of contact:
 - Name: _____ Title: _____
 - Email: _____ Phone: _____
- **A copy of the certified vote** (must be submitted along with this application)

Is the person responsible for overseeing the work outlined in this plan different than the point of contact above? ☐ **Yes** ☐ **No**

If yes, please enter their information below:

- Point of contact:
 - Name: _____ Title: _____
 - Email: _____ Phone: _____

MOSQUITO CONTROL SERVICES

Who is providing services? Check all that apply:

- ☐ MCD (If this box is checked, skip to the **MOSQUITO HABITAT** section on page 6)
- ☐ Contractor
 - Contractor name and contact information, if available:
 - Number of staff to be provided: Full-time: _____ Part-time: _____ Contract: _____
- ☐ Municipal Staff
 - Number of staff to be provided: Full-time: _____ Part-time: _____ Contract: _____
 - Description of staff roles, licenses held to perform work, etc.

SERVICES TO BE PROVIDED

Check off all that apply:

- ☐ **Education, Outreach & Public education (REQUIRED)**
- ☐ **Source reduction (tire removals)**
- ☐ **Water Management/Ditch maintenance**
- ☐ **Larval mosquito control**
- ☐ **Larval mosquito surveillance**
- ☐ **Adult mosquito control**
- ☐ **Adult mosquito surveillance (species ID and populations counts only)**

Application for an Alternative Mosquito Management Plan Required for a Municipality to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

- ☐ **Adult mosquito arbovirus testing (For EEE, WNV, etc.)**
- ☐ **Research**
- ☐ **Other (please list):**

Comments:

EQUIPMENT

Equipment needed for mosquito management, to be provided by contractor or in-house (if any):

- Modified wetland equipment (Number: and type:)
- Larval control equipment (Number: and type:)
- ULV sprayers (Number: and type:)
- Vehicles (Number:)
- Other (please describe):

SOURCE REDUCTION

If you plan to conduct tire removals or other methods of source reduction, please fill out the section below.

Please describe your program:

What time frame during the year will this method be employed?

Comments:

WATER MANAGEMENT/DITCH MAINTENANCE

If you plan to have a water management or ditch maintenance program, please fill out the section below, or skip ahead to the next section.

Please check all that apply:

- ☐ Inland/freshwater habitats
- ☐ Saltmarsh/coastal habitats

Please describe your program:

Check off all planned maintenance types that apply:

- | | | |
|--|-------------------------------------|------------------------------------|
| <input type="checkbox"/> Culvert cleaning | <input type="checkbox"/> Freshwater | <input type="checkbox"/> Saltwater |
| <input type="checkbox"/> Hand cleaning | <input type="checkbox"/> Freshwater | <input type="checkbox"/> Saltwater |
| <input type="checkbox"/> Mechanized cleaning | <input type="checkbox"/> Freshwater | <input type="checkbox"/> Saltwater |

Application for an Alternative Mosquito Management Plan Required for a Municipality to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

- ☐ Stream flow improvement
- ☐ Other (describe):

Comments:

What time frame during the year would this work be done?

If available, please attach a map of ditch maintenance areas (or a website link to that map).

LARVAL MOSQUITO CONTROL:

*If you plan to have a larval mosquito control program, please fill out the section below. **NOTE THAT THE USE OF PESTICIDES IS UNDER THE JURISDICTION OF M.G.L. c. 132B, THE MASSACHUSETTS PESTICIDE CONTROL ACT, AND THE REGULATIONS PROMULGATED THEREUNDER AT 333 CMR 2.00 THROUGH 14.00 ET SEQ.***

Describe the purpose of this program:

What months will this program be active?

Describe the types of areas where you intend to use this program:

What will your trigger be for larviciding operations? (check all that apply)

- ☐ Best professional judgment
- ☐ Historical records
- ☐ Larval dip counts – please list trigger for application:
- ☐ Other (please describe):

Comments:

What control methods will you use (check all that apply):

- ☐ Ground application of larvicide (hand, portable and/or backpack, etc.)
- ☐ Aerial applications of larvicide (typically helicopter)
- ☐ Catch basin treatments
- ☐ Other (please list):

Comments:

ADULT MOSQUITO SURVEILLANCE

If you plan to have an adult mosquito surveillance program, please fill out the section below, or have the contractor provide this information if a contractor has already been selected.

Describe the purpose of this program:

What months will this program be active?

List all trap types you intend to employ (CDC light traps, gravid traps, ovitraps, etc.):

ADULT MOSQUITO CONTROL

*If you plan to have an adult mosquito control program, please fill out the section below, or have the contractor provide this information. **NOTE THAT THE USE OF PESTICIDES IS UNDER THE JURISDICTION OF M.G.L. c. 132B, THE MASSACHUSETTS PESTICIDE CONTROL ACT, AND THE REGULATIONS PROMULGATED THEREUNDER AT 333 CMR 2.00 THROUGH 14.00 ET SEQ.***

Describe the purpose of this program:

What is the time frame for this program?

Describe the types of areas where you intend to use this program:

What methods of control will you use? Check all that apply:

- ☐ Aerial applications (typically helicopter)
- ☐ Portable applications (ex. Backpack sprayers)
- ☐ Truck applications (ultra-low volume (ULV) sprayers, misters, etc.)
- ☐ Other (please list):

Comments:

What will your trigger be for adulticiding operations? Check all that apply:

- ☐ Arbovirus data
- ☐ Best professional judgment
- ☐ Complaint calls (Describe trigger for application:)
- ☐ Landing rates (Describe trigger for application:)
- ☐ Trap data (Describe trigger for application:)

Comments:

ASSESSMENT OF MOSQUITO MANAGEMENT PLAN EFFICACY

Describe efforts for assessing the efficacy of your mosquito management program, if your plan involves any of the following:

- Aerial Larvicide – wetlands:
- Ground ULV Adulticide:
- Larvicide – catch basins:
- Larvicide-hand/small area:
- Source Reduction:
- Other (please list):

Provide or list standard steps, criterion, or protocols regarding the documentation of efficacy (pre- and post- data), and pesticide resistance testing (if any):

INFORMATION TECHNOLOGY (IT)

Does your program intend to use (check all that apply):

- ☐ Aerial Photography
- ☐ Databases
- ☐ Dataloggers (monitoring for temperature, etc.)
- ☐ GIS mapping (Describe: _____)
- ☐ GPS equipment
- ☐ Smartphones
- ☐ Tablets/Toughbooks
- ☐ Other (please describe):

Comments:

MOSQUITO HABITAT

Has any potential mosquito habitat been identified in your municipality? ☐ Yes ☐ No

If so, how? Please indicate all that apply:

- ☐ Mapping of wetlands
- ☐ Mapping of catch basins
- ☐ Past surveillance, done by:

Application for an Alternative Mosquito Management Plan Required for a Municipality to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

- ☐ DPH
- ☐ Mosquito Control District
- ☐ Contractor
- ☐ Municipality

MOSQUITO TESTING AND ARBOVIRUS

Indicate below which arboviruses have been found in your area during the last five years. If the box is checked please provide number of positive mosquito pools, equine (horse) and human cases.

Information available from your MCD, or at: <https://www.mass.gov/lists/arbovirus-surveillance-plan-and-historical-data>

Arbovirus	Positive Mosquito Pools	Equine Cases	Human Cases
<input type="checkbox"/> Eastern Equine Encephalitis (EEE)			
<input type="checkbox"/> West Nile Virus (WNV)			
<input type="checkbox"/> Other (please list):			

Comments:

EDUCATION, OUTREACH & PUBLIC RELATIONS

All municipalities are required to have an education/outreach program.

Provide a 1-2 paragraph narrative of the proposed outreach plan:

Check off all education/outreach methods that you intend to employ:

- ☐ Development/distribution of brochures, handouts, etc.
- ☐ Door-to-door canvassing (door hangers, speaking to property owners, etc.)
- ☐ Social media accounts (Facebook, Twitter, or other social media):
- ☐ Mailings (Describe target audiences):
- ☐ Media outreach (interviews for print or online media sources, press releases, etc.)

Application for an Alternative Mosquito Management Plan Required for a Municipality to Opt Out of Spraying Conducted by the State Reclamation and Mosquito Control Board

- ☐ Presentations (in-person or virtual)
- ☐ School-based programs, science fairs, etc.
- ☐ Tabling at events (local events, annual meetings, etc.)
- ☐ Website (URL: _____)
- ☐ Other (please describe): _____

Select the audience types you intend to target from the list below:

- ☐ Residents (homeowners, apartment dwellers, etc.)
- ☐ Landlords (for large apartment or condominium complexes)
- ☐ K-12 (teachers, students, camps, etc.)
- ☐ Municipal staff (highway dept., parks and recreation, board of health, conservation commission, etc.)
- ☐ State/Federal land managers (state parks, national wildlife refuges, etc.)
- ☐ Transportation industry (Busing companies, commuter rail, truck/rest stops, etc.)
- ☐ Recreational venues (fairgrounds, sports complexes, ballfields, etc.)
- ☐ Other land owners/managers (please describe): _____
- ☐ Other (please describe): _____

Additional Comments:

List a minimum of 3 education/outreach activities you plan to execute for the upcoming mosquito season:

- 1.
- 2.
- 3.
- 4.
- 5.

OTHER COMMENTS

Please use this section to add any comments here on topics not covered elsewhere in this report:

REPORTING REQUIREMENTS

Municipalities that receive approval of alternative mosquito management plans from EEA are required to submit an annual report for all activities conducted during the mosquito season **by January 31st.**

Annual reports must be submitted to: EEAopt-out@mass.gov

ACKNOWLEDGEMENT

Please mark each check box indicating your acknowledgement of the items below, and sign and date the application before submitting it.

- ☐ The Municipality acknowledges that any work performed will be subject to applicable local, state, and federal regulations, ordinances, and statutes and all necessary permits, licenses, approvals, or other permission must be obtained prior to the commencement of any work. The approval of this Plan does not constitute work under M.G.L. c. 252 or authorize any exemption provided for work conducted under said chapter, unless otherwise expressly provided for by law.
- ☐ The municipality acknowledges that approval of a Plan allows it to opt out of spraying conducted by the SRMCB under M.G.L. c. 252, Section 2A. It does not extend to any spraying conducting by a mosquito control project or district ("MCD") of which a municipality may be a member.
- ☐ The municipality acknowledges that it has conducted the required public meeting, that a vote is included with this Plan, and that any vote to opt out of spraying performed under M.G.L. c. 252 is subject to the approval of this Plan. No such opt out will be honored without an approved Plan.

Signature and Title (Sign or Type Signature)

Date

Ray Purington/Gill Selectboard

From: Cohen, Elena (SEN) <Elena.Cohen@masenate.gov>
Sent: Thursday, April 15, 2021 8:13 AM
To: Rosman, Brian (SEN)
Subject: May 3 - Mosquito Control - Public Listening Session

Good morning local officials and boards of health,

The Mosquito Control Task Force has just announced a public listening session to take comments about mosquito control. The listening session will be held virtually on May 3, 2021 from 11 a.m. - 1 p.m.

Written comment will also be accepted through 5 p.m. on May 5, 2021.

More information here: <https://www.mass.gov/event/may-3-2021-public-listening-session-of-the-mosquito-control-task-force-2021-05-03t110000-0400-2021-05-03t130000-0400>

To attend the listening session, please register here: https://us02web.zoom.us/webinar/register/WN_P0akAc8-SzetU4lqs1HI-Q

Please let us know if you have any questions.

Best,
Elena

Elena Cohen
District Director
Office of Senator Jo Comerford
Hampshire, Franklin, Worcester District

413.367.4656
elena.cohen@masenate.gov
Pronouns: she/her/hers

www.SenatorJoComerford.org
Sign up for our office newsletter [here](#).

****Questions about COVID-19?**

Our office regularly updates our [Constituent Guide to COVID-19](#) with the most frequently-asked COVID-19 questions we get, including a [section on vaccines](#).



Virus-free. www.avg.com

Ray Purington/Gill Selectboard

From: Ray Purington/Gill Selectboard <administrator@gillmass.org>
Sent: Wednesday, April 07, 2021 2:18 PM
To: 'Greg Snedeker (gksnedeker@gmail.com)'; 'John R Ward (johnrward.ward54@gmail.com)'; 'Randy Crochier (hxydad77@yahoo.com)'
Subject: renewal of Gill Elem lease with the GMRSD
Attachments: 2021-0407 DRAFT Gill GMRSD Lease Agreement - Ray.docx; 2006-0314 Gill Elementary Lease 2006.pdf

At last November's town meeting we had voters authorize you to renew the lease of the Gill Elementary School to the GMRSD. Attached is a marked up version with the couple of changes suggested by the District and the changes I'm suggesting. I will send the markup to the District (so they will know what I'm thinking), and to Town Counsel (reviewing the lease every 15-20 years seems prudent). The current lease is also attached for comparison.

The current lease expires at the end of May, so we are on track to finalize and sign the renewal before then. Tentatively I will plan on including the lease on your agenda for April 26th, in case there are any items you want to discuss.

I have compared this lease with Montague's that was renewed in 2019, and the two documents are identical for the most part.

The District's suggestions:

1. Delete two "Whereas" clauses that are no longer relevant
2. Update the section dealing with snow and ice removal so the responsibility is the District's rather than the Town's.
3. There are a few places highlighted in yellow. Mostly they refer to features and utilities that don't exist at Gill Elementary (elevators, gas lines, water & sewer charges). The wording isn't doing any harm, and we don't know what the future might bring, so I'm fine with leaving those parts as-is.

My suggestions:

1. Update "Use of Premises" (Section V) to include language from Montague's lease, including shortening the notice period for the Town to use the property and affirming the right for public access to the outdoor facilities when school is not in session.
2. Adding a sentence to "Operation" (Section XIV) to clarify the District is responsible for the routine operating and maintenance expenses for the well, water treatment, and septic system.
3. Adding a clause in "Regional Agreement" (Section XX) that covers the possibility of the District being dissolved. With super-regionalization currently under study, this seems prudent.
4. Lots of fixes to punctuation and misspellings that were probably introduced when a paper copy of the 2006 lease was scanned and converted to digital. Plus getting rid of the word "that" in places where it doesn't do anything.

Ray

Ray Purington
Town Administrator
Town of Gill
325 Main Road
Gill, MA 01354
P: 413 863 9347 F: 413 863 7775
administrator@gillmass.org www.gillmass.org

LEASE AGREEMENT

THIS AGREEMENT ~~is~~ made as of the ____ day of ____ of the year 2021, by and between the Town of Gill (the "LESSOR"), through its Board of Selectmen, and the Gill-Montague Regional School District (the "LESSEE"), a regional school district formed pursuant to Massachusetts General Laws, Chapter 71, Section 15 et seq, with a principal place of business at 35 Crocker Avenue, Turners Falls, MA 01376.

WITNESSETH THAT:

WHEREAS, the LESSOR, the Town of Gill, is a member of the Gill-Montague Regional School District, and
WHEREAS, the LESSEE is the Gill-Montague Regional School District, and
WHEREAS, the LESSOR and LESSEE wish to enter into a Lease agreement pursuant to Massachusetts General Laws, Chapter 71, Section 14C, and
~~WHEREAS, the continued validity of the aforesaid Lease Agreement is in dispute, and~~
~~WHEREAS, the LESSOR and LESSEE are desirous of avoiding said dispute, and~~
WHEREAS, the LESSOR is willing to agree to execute a new Lease upon terms acceptable to both parties, and
WHEREAS, the LESSEE is willing to agree to execute a new Lease upon terms acceptable to both parties, and
WHEREAS, both LESSOR and LESSEE expressly agree and understand ~~that~~ it is their intention ~~that~~, upon execution of by both LESSOR and LESSEE of this Lease, this Lease shall represent the entire agreement of the parties and any previous Lease will be null and void,

NOW THEREFORE,

In consideration of the promises and mutual agreement contained herein, the LESSOR and LESSEE agree as follows:

I. LEASED PREMISES

LESSOR, for valid consideration and for and in consideration of the performance of the covenants and agreements by LESSEE herein contained, does hereby lease, demise, and let to LESSEE, the land together with the buildings presently known as the Gill Elementary School together with current and future improvements and uses thereon, all recreational areas, play structures, athletic fields and outdoor learning areas adjacent to and used in conjunction with the buildings, the buildings (including but not limited to rooms, ~~elevators~~, hallway storage areas ~~an and~~ all aspects of the premises, including structural and foundation components, exterior components, including glass, roof and roofing components, heating and ventilation or air conditioning components, pipes, conduits and wiring components, electrical components, sidewalks, parking, drainage systems and components, and elevators), and parking areas used in conjunction without limitation therewith (hereinafter 'PREMISES').

LESSEE accepts the PREMISES in the condition in which they are on the date of the commencement hereof acknowledging ~~that~~ they are in used condition. LESSOR has neither made, nor LESSEE relied on, any representations or warranties, whether express or implied, as to the condition of the PREMISES or their suitability for LESSEE'S use other than those which may be specifically set forth in this Lease.

II. RENT

No monetary rental amount shall be paid by the LESSEE during the term of the Lease.

III. FEES

LESSEE shall pay water and sewer charges and fees; refuse disposal; and all charges for gas, oil, and electricity during the term of the Lease.

Commented [RP1]: I'd recommend keeping both highlighted sections.

IV. TERM OF LEASE

The term of this Lease shall be for twenty (20) years deemed to have commenced on June 1, 2021 and expiring without further notice on May 31, 2041 unless terminated pursuant to this agreement.

V. USE OF PREMISES

LESSEE may use the PREMISES for all associated purposes connected with the education of students and as otherwise permitted or authorized pursuant to Massachusetts General Laws, Chapter 71, Section 71, for such educational, recreational, social, civil, philanthropic, and like purposes as the LESSEE deems for the interest of the residents of the community, which may include, but are not limited to, after school programs, athletic purposes, day care centers, recreation centers, senior centers, and night school programs. The LESSEE affirms the right of the public to enjoy the recreational areas, play structures, and athletic fields outside of times when school is in session or there are school events not open to the public.

Commented [RP2]: Changes in this section are based on the current Montague/GMRSD lease.

LESSOR may have use of and access to the leased PREMISES at reasonable times and occasions so long as it provides the LESSEE with notice more than ~~60-14~~ days before its use and so long as said use does not interfere with the ~~LESSEE's-LESSEE'S~~ use of the PREMISES as set forth in this agreement. The LESSEE may waive the 14 day notice period. There will be no charge for the use of the PREMISES, except any direct costs for the use, such as custodial services, may be charged to the LESSOR. In the event that the LESSEE, as a result of the LESSOR's use of the PREMISES as set forth herein, incurs any cost or elects to have its employees on the PREMISES in addition to the employees' normal hours, then the LESSOR shall reimburse the LESSEE for said costs and employee time within thirty days of the LESSOR's receipt of a request for payment by the LESSEE. The LESSEE agrees that any such expense shall not exceed Five Hundred (\$500) dollars per use unless LESSEE gives the LESSOR 30 days' notice of the expense in excess of said Five Hundred (\$500) Dollars.

VI. INSURANCE

During the term of this Lease or any extensions thereof, LESSEE, at its own expense, covenants ~~that~~ it will keep all improvements upon the premises insured against loss or damage by fire, ~~lightening~~ lightning, windstorm hail, explosion, vandalism, malicious mischief, and explosion of boilers and unfired pressure vessels, as well as the hazards covered by extended coverage insurance, such coverage to be provided by a responsible insurance company or companies qualified to do business in Massachusetts. LESSEE agrees to maintain such insurance at all times during the term of this LEASE or any extension. The policy or policies thereof shall be taken out by the LESSEE and shall name LESSOR as an additional insured. LESSEE agrees to provide the LESSOR with Certificates of Insurance upon commencement of this Lease and upon a renewal or modification by LESSEE.

During the term of this Lease or any extension thereof, LESSEE covenants it shall procure and maintain at its own expense insurance against personal injury and bodily injury, including death, (including, but not limited to, claims resulting from explosion of boilers and unfired pressure vessels), under a policy or policies of general public liability with coverage limits of \$1,000,000 per occurrence and \$3,000,000

aggregate. The policy or policies thereof shall name the LESSOR as an additional insured. LESSEE also agrees to obtain a school official liability policy.

Throughout the term of this lease, the LESSEE shall furnish to the LESSOR all policies of insurance or renewal policies or certificates of insurance, all as may be required by any of the foregoing provisions, not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with the terms of this Lease is scheduled to expire, accompanied by evidence of payment of the premiums for the policies.

VII. DAMAGE BY FIRE OR OTHER HAZARDS

If any of the property constituting a portion of the leased PREMISES is destroyed or damaged by fire or other casualty so as to make the portion of the PREMISES so destroyed or damaged untenantable and not reasonably repairable, the LESSOR may decide and notify the LESSEE, within thirty (30) days of the occurrence of such peril whether they intend to restore the PREMISES at their expense or terminate this Lease as to the portion of the PREMISES made ~~untenantable-untenantable~~ only. LESSOR agrees to undertake such repair promptly and diligently and in good faith so as to complete the restoration at the earliest reasonable date. Under no circumstances shall LESSOR be required to expend in such restoration any amount in excess of the insurance proceeds received in respect to such damage.

LESSEE may elect to terminate this Lease if damage to the PREMISES shall be so extensive that restoration or repair cannot, in ~~LESSEE'S-LESSEE'S~~ estimation, be effected in a timeframe suitable to the LESSEE. Should LESSEE wish to terminate pursuant to this clause, LESSEE agrees to give LESSOR notice of the election to terminate with sixty (60) days of the occurrence of such peril and, as part of the notice, shall assign or deliver to the LESSOR all insurance proceeds that relate to the damage or destroyed PREMISES that are the subject of this lease. Such termination shall be effective thirty (30) days after the date of the notice thereof.

VIII. CAPITAL COSTS

A. REPAIRS, REPLACEMENTS OR MODIFICATIONS

1. Except as otherwise provided in this Agreement, the LESSOR agrees that within a reasonable period of time after written notice from the LESSEE, LESSOR shall make such repairs, replacements or modifications to structural and non-structural portions of the PREMISES during the term of this LEASE as are reasonably necessary to maintain the same in a safe and tenantable condition, suitable for ~~LESSEE'S-LESSEE'S~~ occupancy and use.
2. The ~~LESSOR'S-LESSOR'S~~ obligation hereunder specifically includes, but is not limited to the obligation for completing repairs, replacements or modifications for the capital improvements and repairs, replacements, or modifications required for the permitted use of the ~~Premises~~PREMISES.
3. The ~~LESSOR'S-LESSOR'S~~ obligation hereunder specifically includes, but is not limited to the obligation for repairs, replacement or modifications to the following components of the PREMISES:
 - a. Structural and foundation components;
 - b. Exterior components, including glass
 - c. Roof and roofing components
 - d. Heating and ventilation and air conditioning components;
 - e. Pipes, conduits and wiring components;
 - f. Electrical components;

- g. Sidewalks;
- h. Parking;
- i. Drainage systems and components; and
- j. **Elevators.**

4. The ~~LESSOR's LESSOR'S~~ obligation as set forth in this ARTICLE VIII A. is subject to the LESSEE being responsible for the cost of any such repairs, replacements or modifications caused in whole by the LESSEE or ~~LESSEE's LESSEE'S~~ invitees' intentional, negligent or wrongful acts. The ~~LESSOR's LESSOR'S~~ obligation to carry out any of the work is subject to the availability of funds for that work.

Commented [RP3]: I'm okay with keeping elevators in the list.
You never know...!

B. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

The LESSEE is authorized to make structural and non-structural alterations, additions and improvements to the PREMISES, subject to the following conditions:

1. The LESSEE shall have the right to make such alterations, additions, and improvements to the PREMISES during the term of this LEASE as may be necessary or desirable for its purposes provided ~~that~~ such alterations, additions, and improvements shall be at the ~~LESSEE's LESSEE'S~~ sole cost and expense and shall not materially or adversely affect the structural integrity of the PREMISES as a whole.
2. LESSEE shall, before making any alterations additions and improvements, at its own expense, obtain all permits, approvals and certificates required by any governmental authority. LESSEE will cause contractors and subcontractors to carry such bonds, Workers Compensation, and general liability, personal, and property damage insurance as the law may require. LESSEE agrees to hold LESSOR free and harmless from any liability for labor materials supplied for such work. LESSEE agrees ~~that~~ no alterations, additions and improvements shall be commenced without protection against fire and extended coverage as well as comprehensive public liability and property damage insurance and ~~that~~ the LESSEE has certificates of necessary Workers Compensation and employer's liability insurance as the law may require. The LESSEE further agrees ~~that~~ all such alterations, addition, and improvements shall be made promptly with new materials and in a good and workmanlike manner in compliance with permits and authorizations as well as zoning and other laws, rules and regulations pertaining to the same. Before commencing said alterations, additions and improvements LESSEE shall cause to be obtained and delivered to the LESSOR, unless specifically waived by the ~~LESSORLESSOR~~, a surety company bond, in a form and in a company in an amount reasonably satisfactory to the LESSOR, which shall guarantee to the LESSOR the completion of the construction of the same and the payment for the same by LESSEE, and shall protect the LESSOR against any claim against the LESSOR for the cost of work, labor, and/or materials. Such alterations, additions, and improvements shall be made or erected ~~to so that~~ there shall be no encroachment beyond the then established building lines or property lines.
3. Should any alterations, additions, and improvements be made to the PREMISES, or materials be furnished or labor be performed therein or thereon by or on behalf of the LESSEE, as required or permitted under the terms of this Lease, the LESSOR shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the PREMISES, or any part thereof, but all such improvements, additions and alterations shall be done and materials and labor furnished at the ~~LESSEE's LESSEE'S~~ expense and the laborers ~~and material men,~~

tradespeople and vendors furnishing labor and materials to the PREMISES or any part thereof shall release the LESSOR and the PREMISES from any liability.

4. All alterations, additions and improvements made by the LESSEE to the PREMISES shall remain therein and, at the expiration or earlier termination of this LEASE, shall be surrendered as part thereof, except for the equipment installed by the LESSEE at the ~~LESSEE'S~~ LESSEE'S cost, which equipment may be removed by the LESSEE if the LESSEE is not then in default hereunder and such removal shall not result in damage to the PREMISES. The LESSEE shall remove such equipment at the termination of this LEASE if requested to do so by the LESSOR. The LESSEE shall, at its expense, promptly repair any and all damage, reasonable wear and tear excepted, to the PREMISES resulting from any removal of such equipment.
5. In the event the LESSEE shall make any alterations, additions, or improvements to the PREMISES, the ~~LESSEE-LESSEE~~ further agrees to enlarge, alter, or replace any and all of the utility services reasonably necessary to render them of sufficient size, area, or supply to accommodate the needs of the ~~lease-leased~~ PREMISES, both structurally and non-structurally, as the structural and non-structural alterations, additions and improvements to the PREMISES shall exist from time to time during the term hereof. The LESSEE agrees ~~that~~ upon completion of the installation of all utilities or of an addition or replacement of the same, all said utilities shall become the property of LESSOR.
6. Not less than 21 days prior to the commencing and work permitted by Article VIII B., LESSEE shall provide notice to LESSOR which shall consist of description of the work to be done, a copy of all plans or surveys related to that work, the procurement documents and response of the contractor(s) awarded the work, and documentary evidence of ~~LESSEE'S~~ LESSEE'S compliance with the requirements of Article VIII B. 2.

IX. MAINTENANCE

The ~~Lessee-LESSEE~~ shall maintain the leased PREMISES in the same condition as they are at the commencement of their term or as they may be put during the term of this Lease. Cleaning, lawn and ground maintenance, protection and management services, and rubbish removal on the leased premises shall be the ~~LESSEE'S-LESSEE'S~~ responsibility, except ordinary wear and tear, fire and unavoidable casualty, taking by eminent domain, acts or omissions of the LESSOR. LESSEE shall comply with applicable Massachusetts laws and regulations, including those relative to procurement, bidding, prevailing wages, and Workers Compensation insurance, and will indemnify and hold the LESSOR harmless from claims resulting from ~~LESSEE'S-LESSEE'S~~ obligations thereunder. ~~Snow and ice removal from parking areas and driveways of the premises shall be conducted in a timely fashion following the opening of town roads and is the sole responsibility of the LESSOR. Any further snow and ice removal required on the premises is the responsibility of the LESSEE.~~ Snow and ice removal from parking areas and driveways of the premises is the responsibility of the LESSEE. However, the LESSOR agrees to provide assistance with snow and ice removal should the LESSEE experience unanticipated issues, such as equipment failure, and will seek to do so in as timely fashion as possible, to the extent capacity is available.

Commented [RP4]: I'm okay with the change to snow & ice removal.

LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste.

X. EMINENT DOMAIN

If all of the buildings or land constituting the PREMISES in this Lease are taken by right of eminent domain by any governmental entity other than the LESSOR, then this Lease shall terminate. If a part of any of the

buildings or lands constituting the PREMISES should be taken by right of eminent domain by any governmental entity other than the LESSOR, this lease may be terminated by the election of the LESSEE made by written notice to the LESSOR within sixty (60) days after recording of the taking.

XI. EXPIRATION

LESSEE shall, on the expiration or sooner termination of the lease term, surrender to the LESSOR the leased property, including all replacements, changes, additions, and improvements constructed or replaced by the LESSEE thereon, in as good condition and repair as at the commencement of the term or in regard to improvements placed by the LESSEE, in as good condition as when completed, reasonable wear and tear or damage by fire or unforeseen acts excepted.

LESSEE may remove its personal property, fixtures, and any equipment installed by it from the PREMISES at any time prior to expiration or termination of this Lease, provided any damage caused by removal shall be repaired. LESSEE shall have thirty (30) days after expiration or termination in which to remove said property.

XII. COVENANT OF QUIET ENJOYMENT

It is specifically understood and agreed by the parties hereto that ~~the~~ LESSOR does covenant that the LESSEE may use and occupy the PREMISES throughout the full term of this lease without any disturbance by a person who may make claim of title, right or otherwise adverse to the interests of this LESSEE. The LESSOR and its employees and agents may, at reasonable times and upon reasonable notice to LESSEE, enter the PREMISES to make repairs, replacements or modifications, to view the PREMISES, or for other lawful purposes associated with and consistent with ~~LESSEE'S~~ LESSEE'S use of the PREMISES.

XIII. ASSIGNMENT AND SUBLETTING

LESSEE may not sublet the ~~Premises~~ PREMISES or any portion thereof, or assign this Lease or any portion thereof, without the prior written consent of LESSOR, except as otherwise permitted pursuant to G.L. c.71, §71. Any attempted subletting, or assignment by the LESSEE shall confer no rights on third parties. Nothing herein shall limit the rights of the LESSEE to grant a license or permission to any entity to use the leased premises so long as said use is not inconsistent with the ~~LESSEE'S~~ LESSEE'S use.

XIV. OPERATION

A. LESSEE shall be responsible for the cost of utilities for the use of the PREMISES, including, but not limited to, electricity and water and sewer use bills. This shall include the routine operating, maintenance, and testing costs associated with the water well, water treatment, and septic system.

- B. LESSEE agrees to operate and provide routine maintenance for the heating system for the premises, including, but not limited to, the cost of fuel. LESSEE agrees to maintain the temperature in the ~~Premises~~ PREMISES at levels appropriate for the use thereof and for the protection of the building and the safety and comfort of students and staff.
- C. The cost to the LESSEE of the operation, routine maintenance, and provision of services shall be an operating cost of LESSEE unless otherwise set forth in this agreement.
- D. In its use of the PREMISES, LESSEE, to the best of its ability, shall comply with all lawful applicable and duly constituted federal, state, and local laws, regulations, and orders.

Commented [RP5]: This will clarify responsibility for the annual, quarterly, and monthly water tests, cleaning/replacement of water filters & UV system, and pumping the septic tank.

XV. INDEMNIFICATION

- A. LESSEE shall indemnify and hold the LESSOR harmless from and against any and all claims, actions, damages, liabilities, and expenses in connection with the loss of life or property, personal injury, and damage to any property arising from or out of any occurrence in, upon, or near the ~~Premises~~ PREMISES or any part thereof or occasioned in whole or in part by the negligent act or omission of the LESSEE, its agents, officers, contractors, employees, servants, or licensees, except for loss or damage which may arise from the negligent acts of the LESSOR or its agents or employees.
- B. To the maximum extent this agreement may be made effective according to law, the LESSEE agrees to use and occupy the PREMISES at the ~~LESSEE's~~ LESSEE'S own risk, and the LESSOR shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the LESSEE or any person claiming by, through, or under the LESSEE. Without limitation, the LESSEE agrees ~~that~~ the LESSOR shall not be responsible or liable to the LESSEE, or those claiming by, through or under the LESSEE, for any loss or damage resulting to the LESSEE or those claiming by, through, or under the LESSEE or its or their property, from the breaking, bursting, stopping, or leaking of electric cables and wires and water, gas, or steam pipes.

Commented [RP6]: I'm okay with keeping "gas". You never know...!

XVI. COMPLIANCE WITH LAW

The LESSEE, to the best of its ability, shall promptly comply with all present lawful, applicable, and duly constituted laws, rules, and regulations of any duly constituted governmental authority of the Federal, State, Municipal or local government or any subdivision, department, commission or board thereof, for and during its use and occupancy of the PREMISES under this Lease.

XVII. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and shall bind the legal representatives, successors, and assigns of the parties.

XVIII. NOTICE

Notice under this agreement shall be served in writing and shall be deemed delivered if mailed, certified mail, return receipt requested, to the following addresses:

LESSOR

Town of Gill
C/O Board of Selectmen
~~Town Hall~~ 325 Main Road
Gill, MA 01354

LESSEE

Gill-Montague Regional School District
C/O Superintendent of Schools
35 Crocker Avenue
Turners Falls, MA 01376

XIX. GOVERNING LAW

This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such a manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part thereof.

XX. REGIONAL AGREEMENT

In the event ~~that~~ the LESSOR withdraws from the Gill-Montague Regional School District, or in the event the Gill-Montague Regional School District is dissolved, either the LESSOR or the LESSEE may terminate this agreement by giving written notice to the other party. Termination under this paragraph shall not release either party from any payment obligations arising under this agreement accrued prior to the date of the said termination. ~~Notwithstanding~~Notwithstanding the above, nothing in this agreement shall be construed to modify any provision or obligation of the parties under the Gill-Montague Regional School District Agreement.

Commented [RP7]: FYI, this section is missing from Montague's lease.

Commented [RP8]: With broader regionalization under consideration, should the elimination of the District also be included?

IN WITNESS HEREOF, the parties have signed their names as duly authorized officers and/or agents of the parties referenced herein.

~~GILL-GILL~~-MONTAGUE REGIONAL
SCHOOL DISTRICT

TOWN OF GILL
BOARD OF SELECTMEN

Chair

Chair

Ray Purington/Gill Selectboard

From: Cohen, Elena (SEN) <Elena.Cohen@masenate.gov>
Sent: Tuesday, April 20, 2021 12:52 PM
To: Bryan Smith; Mariah Kurtz; Ray Purington/Gill Selectboard
Subject: French King Bridge barriers - advocacy opportunity
Attachments: 20210416 Letter to Executive Office of Administration and Finance in support of Hampshire, Franklin, Worcester district projects.pdf

Hi Bryan, Mariah, and Ray,

I hope this finds all of you well. The Senator sent the attached letter to advocate for the inclusion of capital projects in the Governor's annual Capital Plan, which is in development now and will be released in June. Projects that are shovel-ready, or high priority for the municipality are more likely to be included. All the projects we included in our advocacy efforts have funding previously authorized in capital bond bills.

One such project is the French King Bridge barriers. We wanted to let you know about our advocacy since we understand **the Administration values hearing from both legislators and municipalities about priority capital earmarks.**

We would therefore suggest that both Erving and Gill send in letters advocating for the release of the French King Bridge barrier earmark (you can see the language in our attached letter). You can address your letter to Governor Baker and Secretary Heffernan of the Executive Office of Administration and Finance and mail it to:

Massachusetts State House
Office of the Governor
24 Beacon St., Room 280
Boston, MA 02133

Massachusetts State House
Executive Office for Administration and Finance
24 Beacon Street, Room 373
Boston, MA 02133

Please let me know if you have any questions and feel free to email me a copy of your letter and I can email it in as well.

Warmly,
Elena

Elena Cohen
District Director
Office of Senator Jo Comerford
Hampshire, Franklin, Worcester District

413.367.4656
elena.cohen@masenate.gov
Pronouns: she/her/hers

www.SenatorJoComerford.org
Sign up for our office newsletter [here](#).

****Questions about COVID-19?**

Our office regularly updates our [Constituent Guide to COVID-19](#) with the most frequently-asked COVID-19 questions we get, including a [section on vaccines](#).



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR JOANNE M. COMERFORD
Hampshire, Franklin and Worcester District

STATE HOUSE
BOSTON, MA 02133-1053
TEL. (617) 722-1532
FAX (617) 722-1062
WWW.MASENATE.GOV

April 16, 2021

Secretary Michael J. Heffernan
Executive Office of Administration and Finance
State House, Room 373
24 Beacon Street
Boston, Massachusetts 02133

Re: Fiscal Year 2022 Capital Plan Priorities for the Hampshire, Franklin, Worcester district

Dear Secretary Heffernan,

Thank you for your work to prepare the Fiscal Year 2022 (FY22) Capital Plan. The infrastructure upgrades that the Baker-Polito Administration will make throughout FY22 are so important for our Commonwealth. The municipalities that I represent not only have smaller tax bases to rely on, they must travel greater distances to access services, utilizing infrastructure that is often an afterthought: for example where other parts of the Commonwealth take high speed internet or three-phase power for granted, in my district both are luxuries. Accordingly, I am writing to support the inclusion of the following projects, all of which are of critical importance and have a funding authorization in statute.

Amherst Information Technology Upgrades

The Town of Amherst's town and public safety systems could use a number of information technology upgrades. These improvements were included in the capital bond bill which was signed into law as Chapter 358 of the Acts of 2020:

"provided further, that not less than \$300,000 shall be expended for information technology upgrades for the town of Amherst"

Amherst Safety Improvements

The Town of Amherst is seeking funds for the design and construction of roadway and pedestrian safety improvements to a significant section of road and an intersection in North Amherst. This project was included in Chapter 383 of the Acts of 2020:

“provided further, that not less than \$600,000 shall be expended for design and construction of safety improvements, resurfacing, pedestrian and cyclist improvements and related work to the sidewalks and intersection of North Pleasant street and Pine street in the town of Amherst”

Colrain Water and Sewer Improvements

The Town of Colrain needs water and sewer infrastructure improvements. These improvements were included in Chapter 209 of the Acts of 2018:

"(6) that not less than \$1,000,000 shall be expended for water and sewer improvements in the town of Colrain"

French King Bridge Suicide Prevention Barriers

The French King Bridge is an iconic structure that connects the communities of Gill and Erving across the Connecticut River. Yet, I continue to view the bridge through the eyes of regional municipal leaders and first responders, especially those in Erving and Gill for whom the bridge is a source of grave concern: a destination spot for suicide attempts; a place where firefighters, police, and dive teams risk their lives; and a source of significant fiscal and psychological duress. Suicide prevention barriers would provide an immeasurable amount of relief to families who have lost loved ones and to our small towns whose emergency responders risk their lives after each attempt. Thank you to MassDOT for taking time to visit the bridge site, discuss with municipal officials, and for advancing the funding of these barriers to the 25% design stage. Respectfully, I urge the release of this funding without further delay, as every month that goes by means more emergency response visits to this bridge, and oftentimes more tragedy. My team and I feel the urgency to erect these barriers not only from our constituents but from [Commonwealth residents from across the state](#) for whom the loss of loved ones to suicide at the French King Bridge is felt every day. This project was included in Chapter 383 of the Acts of 2020:

“provided further, that not less than \$2,600,000 shall be expended for suicide prevention barriers and other structures at the French King bridge in the towns of Erving and Gill”

Greenfield Community College Health Occupations Lab

[The most recent Pioneer Valley Labor Market blueprint showed continued demand for healthcare and nursing professionals, with stark labor shortages](#). COVID-19 should be a clear lesson to our Commonwealth about the perils of having understaffed hospitals or nursing homes. Fortunately our higher education institutions are well-positioned to solve this problem, specifically through the creation of a health occupations laboratory at Greenfield Community College. Strongly supported by Baystate Health, Cooley Dickinson Hospital, area legislators and partnerships with MassHire, Greenfield Community College has had productive discussions with the Department of Higher Education and the Mass Life Sciences Center about securing funding for this training and simulation lab which would bolster the Commonwealth’s numbers of certified nursing assistants and registered nurses. Funding for design and engineering of this lab was included in

Chapter 358 of the Acts of 2020:

"provided further, that not less than \$500,000 shall be expended for costs associated with establishing a health and life science center at Greenfield Community College, including, but not limited to, design and engineering studies, that will support expansion of the health science workforce."

Greenfield Remediation Project

The City of Greenfield is engaged in an [environmental clean up project and culvert replacement at the Riddell Street lot which involves the renovation and remediation of a municipal building](#). These improvements were included in Chapter 228 of the Acts of 2018:

"that not less than \$2,500,000 shall be expended for infrastructure and improvements at 34 Riddell street in the city of Greenfield"

Montague Strathmore Mill Complex

The redevelopment of the Strathmore Mill on Canal Road would constitute a transformative win for the town of Montague. This municipality is working to redevelop this area, prioritizing investments in water and sewer infrastructure in an effort to create a walkable downtown. [As you can see from this plan, the Strathmore Mill complex is a priority parcel of land and part of a priority effort](#). Since the mill closed, there has not been a substantial environmental decontamination effort. Accordingly, the areas of Strathmore marked for demolition currently pose an environmental health risk to the neighborhood and the Connecticut River, over which the back of the mill looms. Sections of brickwork show evidence of significant failure. Removing those portions of the structure that are in the worst condition and are otherwise least developable, combined with funding to stabilize and enhance the remaining portions of the mill, would create new space for business start-ups and other activity, for which the town has demand. [With some state grant funding, the cash-strapped Town of Montague has been "inching" towards completion of this project](#). These improvements were included in the Chapter 209 of the Acts of 2018:

"\$5,000,000 shall be expended for abatement, demolition and restoration of the Strathmore property on the Connecticut River in the town of Montague"

Northampton Academy of Music

The Academy of Music is a deeply beloved and historic theatre in the Commonwealth and has urgent public safety needs. The theatre is seeking additional funds for the completion of the venue's fire suppression system in the auditorium. The Academy of Music had secured funds from the City of Northampton for this project in the amount of \$150K, and previously secured a Cultural Facilities Fund grant for this purpose. However, due to the pandemic and increased material costs, construction expenses have escalated and the current estimated cost of the project is now nearly \$500K. The theatre currently has an estimated shortfall of \$345K and I request that

a portion of the earmark be released for the completion of this critical safety project. These improvements were included in Chapter 113 of the Acts of 2018:

“that \$1,000,000 shall be expended for the purpose of infrastructure and building improvements at the Academy of Music in the city of Northampton”

Rural Cell Service Study and Improvements

Even in 2021, there are a number of communities in the Commonwealth without full cell phone coverage. A study to determine the current state of cell phone service coverage in rural communities is a critical step for safety, emergency response, and economic development for rural regions of the Commonwealth. I am grateful to Executive Office of Technology Services and Security (EOTSS) Secretary Curtis Wood for his early efforts on this study and eventual improvements, and for EOTSS collaboration with the Department of Telecommunications and Cable and the Rural Policy Advisory Commission. Funding for this study and these improvements was included in Chapter 151 of the Acts of 2020:

“provided further, that the executive office of technology services and security, in consultation with the department of telecommunications and cable and the rural policy advisory commission, shall conduct a study of the current state of cell phone service coverage in counties in which the majority of municipalities have a population density of less than 500 persons per square mile; and provided further, that not less than \$10,000,000 shall be expended to improve coverage in these counties.”

Smith Vocational and Agricultural High School Building Construction

Smith Vocational and Agricultural High School boasts the only agricultural and animal science program west of 495. The school has been searching for much needed funding to expand this program. The funding in this bond bill earmark would enable the construction of a new building which would allow the school to expand their curriculum to include programs of study on Companion Animals and Vet Assisting. These improvements were included in Chapter 113 of the Acts of 2018:

“that \$3,000,000 be expended for improvements at Smith Vocational and Agricultural high school in the city of Northampton”

Sunderland Resurfacing and Pedestrian Improvements

[The Town of Sunderland is in the process of making resurfacing and pedestrian improvements to Route 47. The current project is TIP-funded.](#) With this bond bill funding, the town would be able to also mill and pave the majority of Route 47 in addition to the area that MassDOT is already doing. This resurfacing and related work would contribute to the safety of this critical section of the town center. These improvements were included in Chapter 383 of the Acts of 2020:

“provided further, that not less than \$600,000 shall be expended for resurfacing and related work in the town of Sunderland on route 47 and route 116”

UMass Amherst Water and Energy Technology Center

The UMass Water and Energy Technology (WET) Center does critical work for testing the quality of our water at a time when water testing for PFAS and other chemicals could not be more important. The WET Center is currently running with a high level of activity. [We thank the Baker-Polito Administration for their commitment to this WET Center through funding from the Massachusetts Clean Energy Center’s \(MassCEC\) Wastewater Treatment Pilot program.](#) Further funding would enable the WET Center to bring their facility up to 2021 standards and help more stakeholders in the water treatment sector including municipalities, private industry, and others in academia. These improvements were included in Chapter 358 of the Acts of 2020:

"provided further, that not less than \$1,000,000 shall be expended for the University of Massachusetts Amherst to establish new testing and piloting facilities and upgrade existing facilities and equipment for the advancement of water technology and testing;"

Thank you for your consideration of these projects, each of which would have a considerable impact on the municipalities and constituents of the Hampshire, Franklin, Worcester district.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jo Comerford', with a stylized, cursive script.

Jo Comerford

State Senator

Hampshire, Franklin, Worcester district

Annual Election: Monday, May 17th , 2021

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

Franklin SS

To any of the Constables of the Town of **GILL**

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in Town Elections, to vote at Precinct 1, Gill Town Hall, 325 Main Road

On **MONDAY, THE SEVENTH DAY OF MAY, 2021** from 12:00 PM to 8:00 PM for the following purpose:

To cast their votes in the Annual Election for the candidates for the following offices and the following question:

Selectman/Sewer Commissioner	–one three-year term
Town Clerk	– one three-year term
Board of Assessors	– one three-year term
Cemetery Commissioner	– one three-year term
Board of Health	– one three-year term
Library Trustee	– one three-year term
Library Trustee	-- one one-year term
Moderator	– one three-year term

Shall the Town of Gill be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued for a flooring replacement project at Gill Elementary School including removal and disposal of asbestos floor tiles, installation of new flooring materials, asbestos abatement testing and monitoring, and other incidental or related work? Yes ____ No ____

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands on this..... day of April, 2021

Randy P. Crochier, Chair.....

John R. Ward.....

Gregory M. Snedeker.....

Gill Selectboard

A true copy. Attest..... Town Clerk of Gill

Date.....

Franklin SS.

Pursuant to the within warrant I have notified and warned the inhabitants of the Town of Gill by Posting up attested copies of the same at Town Hall, Main Rd.; Post Office, Mt. Hermon; Gill Tavern, Main Rd.; and Riverside Municipal Building, Route 2, seven days before the date hereof as within directed.

..... *Constable of Gill* *Date.*