



SELECTBOARD AGENDA & MEETING NOTICE

May 10, 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/82002886887?pwd=NWtLMTRaWERYYmpja01BMkV5Ty84dz09>

Meeting ID: 820 0288 6887 Passcode: 721802

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
- Discussion & Vote – Renewal of Gill Elementary School Lease Agreement between Town and Gill-Montague Regional School District
- Gill Elementary School Floor Replacement Project – report on any new information or updates

New Business

- FY22 FRCOG Highway Bids – decide on Authorized Contract Signatory for construction services bids (such as paving & chip sealing) and acknowledgement of FRCOG contracting on Gill's behalf for materials (such as stone, gravel, & other highway products)
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Joint Meeting with Gill Board of Health

- 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

Warrants

FY21 #22 Vendors (\$23,682.71) & Payroll (\$23,806.04) – reviewed & signed by Chair on 4/27/21

FY21 #23 – to be reviewed & signed by the Chair and reported on at the next meeting

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
5/17	Noon-8PM	Town Election	Town Hall 2 nd floor
5/24	5:30 PM	Selectboard meeting	Zoom
6/7	5:30 PM	Selectboard meeting	Zoom

LEASE AGREEMENT

THIS AGREEMENT is made as of the 10th day of May 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 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 it is their intention, 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, hallway storage areas 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 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, electricity, telephone, cable, internet, and any other utilities during the term of the Lease.

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.

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 14 days before its use and so long as said use does not interfere with the 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.

VI. INSURANCE

During the term of this Lease or any extensions thereof, LESSEE, at its own expense, covenants it will keep all improvements upon the premises insured against loss or damage by fire, 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 and shall name the LESSOR as an additional insured.

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 untenable 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 with insurance proceeds or otherwise, or terminate this Lease as to the portion of the PREMISES made untenable 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 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 occupancy and use.
2. The 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.
3. The 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 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 invitees' intentional, negligent or wrongful acts. The LESSOR'S obligation to carry out any of the work is subject to the availability and appropriation of funds for that work.

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 such alterations, additions, and improvements shall be at the 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 satisfactory to the LESSOR. LESSEE agrees to hold LESSOR free and harmless from any liability for labor or materials supplied for such work. LESSEE agrees 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 the LESSEE has certificates of necessary Workers Compensation and employer's liability insurance satisfactory to the LESSOR. The LESSEE further agrees 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 LESSOR, 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 so 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 expense and the laborers, 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 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 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 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 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 compliance with the requirements of Article VIII B. 2.

IX. MAINTENANCE

The 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 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 obligations thereunder. 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 a fashion as possible, to the extent capacity is available.

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 use of the PREMISES.

XIII. ASSIGNMENT AND SUBLETTING

LESSEE may not sublet the 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. Upon written approval of the LESSOR, which shall not be unreasonably withheld, the LESSEE may grant a license or permission to an entity to use the leased premises so long as said use is not inconsistent with the 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, telephone, internet, cable, 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 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.

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 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 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 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.

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
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, so long as this Lease continues to reflect the intent of both parties.

XX. REGIONAL AGREEMENT

In the event 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 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.

XXI. TERMINATION

If either party materially violates this Lease, the other party shall have the right to terminate the Lease upon 30 days written notice.

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

GILL-MONTAGUE REGIONAL
SCHOOL DISTRICT

Chair

TOWN OF GILL
BOARD OF SELECTMEN

Chair



Franklin Regional Council of Governments

TO: Collective Highway Bid Participants

FROM: Andrea Woods, Chief Procurement Officer (ph 413-774-3167 x104)
Email bids@frcog.org

DATE: May 3, 2021 **URGENT – REPLY REQUESTED BY MAY 10**

RE: (1) CONSTRUCTION SERVICES BIDS - CONTRACT SIGNATORY AUTHORIZATION
(2) MATERIALS BIDS - PERMISSION TO CONTRACT ON THE TOWN'S BEHALF

Thank you for participating in the Franklin Regional Council of Governments Collective Highway Bids for FY 2022.

As you are aware, we had to make a **big change** this year related to signing of contracts for Construction Services bids, This change requires that each Municipality co-sign the contracts.

As of now, FRCOG can still contract on your behalf for Materials bids (Goods) due to less liability.

However, we will need approval from your Awarding Authority (the Selectboard /Mayor's office), to name the **Authorized Contract Signatory** for the Construction Services bids for which you are participating and acknowledgement that FRCOG may contract on your behalf for the Materials bids. This authorization will cover other bids you may choose to participate in during the next year including Winter Sand, Salt and Liquid, Water Treatment Chemicals, and Equipment Rental bids which will be issued throughout FY22.

Please provide the information requested and sign the attached 2-page form and return it via email to bids@frcog.org by May 10.

IF WE DON'T HAVE CONTRACT SIGNATORY INFORMATION, WE CAN'T INCLUDE YOU ON THE HIGHWAY CONTRACTS EVEN THOUGH YOU HAVE PROVIDED ESTIMATES AND PERMISSION TO BE INCLUDED ON THE BIDS, SO PLEASE DON'T DELAY IN RETURNING THIS FORM. If you need more information or time, please contact Andrea.

Please scan and email the following 2-page form back by May 10, 2021

Or mail to:

Andrea Woods, Chief Procurement Officer, FRCOG,
12 Olive Street, Suite 2, Greenfield, MA 01301

TO: Andrea Woods, Chief Procurement Officer
FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

We understand that our municipality is participating in the **Franklin Regional Council of Governments Collective Highway Products and Services** Bids and Contracts for FY 2022.

CONSTRUCTION SERVICES BIDS:

We authorize NAME: _____ whose title is _____
_____ for the City/ Town of _____
and whose direct email address is _____
as the official signatory for all highway construction services contracts in which we choose to participate. We understand that contract execution will be managed through DOCUSIGN and that we will be responsible for electronically signing the contracts in a timely manner. Each participant/signatory must sign before the contract is considered Executed and no work can begin until all Participants have signed.

We understand that we have had the opportunity to preview the Contract Templates for Highway Construction for FY22, each Invitation for Bids with Specifications, and applicable Prevailing Wage Schedules at the FRCOG website at <https://frcog.org/bids> and any issues or questions about the form of contract were presented to Andrea Woods, CPO before the Bid Opening on May 11.

MATERIALS/GOODS BIDS:

We authorize the Franklin Regional Council of Governments (FRCOG) to contract or renew contracts on our behalf and we have taken action to duly appoint the FRCOG as our agent for Materials bids which include Aggregates and Loam, Cold Patch, Geotextiles, Calcium Chloride Products, Guardrail Products, Hot Mix Asphalt Picked Up (Patch) and Plow and Grader Blades.

We acknowledge that FRCOG takes precautions to ensure that procured vendors or contractors have adequate insurance coverage as required by law. Nevertheless, in the event that any vendor or contractor is deemed to be an employee of our city/town for the purposes of Massachusetts Workers Compensation laws, as set forth in Massachusetts General Law (M.G.L.) c. 152, or lapses in their liability coverage, we agree to indemnify and hold harmless FRCOG from any and all claims, liabilities, assessments, costs (inclusive of

attorneys' fees and costs of litigation), penalties, judgments, and awards which may be assessed against us

We agree to abide by M.G.L. c. 30b and c. 30, §39M for the purposes of procuring additional highway products and services, and will not engage in any activity in violation of Massachusetts ethics laws.

All financial obligations to vendors and contractors as a result of these agreements are the full responsibility of our city/town and not the FRCOG.

BOARD OF SELECTMEN/MAYOR OF THE TOWN/CITY OF: _____

Signature

Date

IF REQUIRED:

Signature

Signature

Signature

Signature

Please return this form by MAY 10, 2021

You may scan/email it to bids@frcog.org or mail it to

FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301

THANK YOU

A list of the Bids by number is attached for reference when searching the website.

Bid #

Type of Product or Service

Products

- H1 Aggregates and Loam
- H2 High Performance Cold Patch
- H3 Geotextiles
- H4 Calcium Chloride Product
- H5 Culvert Products
- H6 Guard Rail Products
- H7 Hot Mix Asphalt Picked Up
- H8 Snow Plow and Grader Blades

Services

- H9A Highway Line Painting-Ch 90
- H9B Highway Line Painting – Rubber – Not Ch 90
- H10 Guard Rail Installed
- H11 Comprehensive Pavement Preservation
- H12 Calcium Chloride Applied
- H13 Stone Seal Applied
- H14 Rubberized Chip Seal
- H15 Hot Mix Asphalt Applied
- H16 Liquid Asphalt Applied
- H17 Asphalt Reclamation
- H18 Bonded Wearing Course
- H19 Hot in Place Recycling
- H20 Cold Planing and Milling
- H21 Cold In Place Recycling
- H22 Tree Work
- H23 Catch Basin Cleaning

Ray Purington/Gill Selectboard

From: Randy Crochier <RCrochier@frcog.org>
Sent: Thursday, May 06, 2021 12:43 PM
Subject: Mosquito
Attachments: GLOUCESTER v3.pdf; MSDS Anvil 10+10.pdf; Erving- Application for Alternative Mosquito Management Plan 5-5-2021.pdf; Erving- application-for-municipality-opt-out-of-srmcb-spraying- Final 5-5-2021.pdf

Greetings,

If you have received this email, please distribute to your Town Administrator, BOH members and Select Board members.

I had a goal to provide information to all towns by today, Thursday so that people would have time to familiarize themselves with the information prior to voting next week on the opt-out. Unfortunately after almost four weeks of research and asking of questions of those “in the know”, I feel like I have found very little solid information.

On its surface the thought of opting out is easy. Who would want that or any chemical sprayed in their community? However, the question is not that simple. I have tried to learn the determining factors that would trigger spraying in a community. This question has yet to be answered by EEA. It is my understanding that the State has not done surveillance in Franklin County in many years with the possible exception of after a tragic incidence in 2019 that may or may not have been directly attributable to a bite received in West County, if spraying is based on test results, it seems like there risk for spraying. If the criteria is based on human and/or animal illness or death it still appears the risk of spraying is low. Low but not non-existent.

Mosquito borne diseases can and do create serious illnesses. A review of the data at [mass.gov](https://www.mass.gov/info-details/massachusetts-arbovirus-update). <https://www.mass.gov/info-details/massachusetts-arbovirus-update> shows a low risk of these illnesses within Franklin County. All of this points to just why opt-out looks to be the simple thing to do.

What does it mean if a town opts out and then there is a serious human illness of EEE or West Nile? What are the options for treating the mosquito breeding grounds? What are the costs that will be incurred if a town has done the opt-out and has to do treatment on its own? What are the costs that will reportedly come off the ‘Cherry Sheet’ in your unrestricted State Aid if the state sprays in your community?

One recommendation that I do have is to explore if joining the Pioneer Valley Mosquito Control District makes sense for you town, practically as well as financially. I have to clarify this with saying that as you know, I am a member of the Gill BOH and Gill Select Board and we are NOT a member of the PMMCD at this time.

To join requires an affirmative Town Meeting vote. The cost, as I understand it is \$ 5000 per year. Service could start all most immediately after the Town Meeting approval.

The benefits of joining, as I see them are:

- You have more “boxes” to choose on the opt-out application to increase the strength of your application.
- You would have surveillance of, and advanced knowledge of, any potential concerns within your town
- You have documented evidence of what the mosquito population in your town looks like and what diseases are being found

- You are able to use this knowledge to “negotiate” with the State in regards to spraying if you do not opt-out OR
- You will be able to use this knowledge to help determine if some treatment is needed if you do opt-out (and have professional help to take care of it)

Joining the PVMCD is an obvious risk/reward decision on the part of each community.

Lastly, there is a state wide push for an extension of the May 15, 2021 to allow towns to perform their due diligence. Hopefully that come to fruition and we can continue to search for the elusive answers.

Below are a series of links as well as other hopefully helpful information for you,

Randy Crochier
CPHS Regional Health Agent
FRCOG
413-774-3167 ext 106
413-834-5729
rcrochier@frcog.org

USEFUL LINKS TO REVIEW:

<https://www.nofamass.org/massquito/>

<https://www.massaudubon.org/our-conservation-work/advocacy/priority-legislation/mosquitoes/position-on-mosquito-control>

<https://www.mass.gov/state-reclamation-and-mosquito-control-board-srmcb>

<https://www.mass.gov/doc/2020-pioneer-valley-mcd-annual-operations-report/download>

<https://www.mass.gov/doc/2020-honey-bee-monitoring-report-for-the-aerial-mosquito-adulticide-application/download>

Educational Brochures from MA state both <https://www.mass.gov/info-details/mosquito-borne-disease-prevention>

brochure: [Preventing Mosquito Bites Brochure: Massachusetts Health Promotion Clearinghouse \(state.ma.us\)](#)

Kid friendly mosquito prevention brochure, available in english, Spanish, Portuguese [download \(mass.gov\)](#)

[Mosquito Repellent Guidance for School Staff](#)

When is aerial spraying of insecticides considered?

In communities that belong to a Mosquito Control District, truck-mounted ground spraying occurs when virus is found in mosquitoes. In situations where there is a high risk of human disease over a large geographic area – and the risk is not effectively being reduced by use of personal protection and truck-based spraying -- the response may include an aerial pesticide sprayed in the evening and overnight hours to reduce the number of infected, adult mosquitoes in areas of high risk. This allows for the rapid treatment of large areas of high concern that are not accessible by truck-mounted ground sprayers.

How is aerial spraying conducted?

Aerial spraying is conducted by airplane or helicopter between dusk and dawn (approximately 7pm-4am depending on the time of year) in areas of concern. Mosquito control professionals apply an approved pesticide such as an ultra-low volume (ULV) spray. ULV sprayers dispense very fine aerosol droplets that stay in the air and kill adult mosquitoes on contact. Most droplets don't reach the ground and there is no residual effect of the product.

What product is used in aerial spraying?

The pesticide used is Anvil 10+10, a product extensively tested and used to control mosquitoes in both ground-level and aerial spraying in the U.S. Anvil 10+10 contains two ingredients: Sumithrin and piperonyl butoxide. Sumithrin is an ingredient similar to the natural components of the chrysanthemum flower and is also found in other pesticide products used indoors, in pet shampoos, and tick control treatments. It is rapidly inactivated and decomposes with exposure to light and air, with a half-life of less than one day in the air and on plants. In soil, it breaks down rapidly and has proven to be extremely effective in killing mosquitoes worldwide for over 20 years. Piperonyl butoxide (PBO) serves to increase the ability of Sumithrin to kill mosquitoes.

The product is registered by the US Environmental Protection Agency (EPA) and in Massachusetts for this use. It has been used in aerial applications for mosquito control in 2006, 2010, 2012, and 2019, and is also used by some of the Mosquito Control Districts for ground applications.

EMAIL sent by me to Senator Comeford's Office

I am presently working with six towns, Buckland, Charlemont, Colrain, Gill, Hawley and Shelburne assisting them with a decision to opt out or not. At this point,, any increase in time would be great! Ideally a date of June 12, would give the small towns an additional four weeks to gather information. Including an important question is in regards to State owned land. If a Town votes to opt out, does that State maintain the right to spray state owned parcels within that town?

At this point, each of these Towns have a meeting scheduled either Monday May 10, 2021 or Tuesday May 11, 2021. In order to provide their Select Board members time to make decisions, I should truly provide them with as much information as I can by Thursday of this week.

On April 14, 2021, I sent an email to eeaopt-out@mass.gov which asked the following – “Also, one of the towns I serve has a very large parcel of State owned land in their town. If they opt out, does that include the State owned land as well?” This holds true, to some extent to all of the towns. I received a response on that same day, for which I was grateful. However, the response was to tell me they received my email and are working on a response. As of today, I still don't have that answer.

At this point, I am concerned that the six towns that I serve will be making decisions to opt-out or not with incomplete information and not being able to vet the options and risks associated with either choice.

There is also a concern related to filing an application to opt-out relying on the one area that is listed as mandatory, Education & Public Outreach. This option is the only mandatory item, however will a Town that chooses this option as their only option have their application approved to opt-out?

I am waiting now for a response to an inquiry as what is the criteria that triggers spraying in a town. For Franklin County, there has been no State testing of Mosquitos except after a 2019 episode in Heath. At that point there was testing in the surrounding towns

If we could provide another month to fully vet this program as well as require an opt-in vs an opt-out for the towns, it would allow the needed time in the midst of a pandemic to allow for Local Public Health to gain enough knowledge to make an educated, intelligent recommendation, not only in the Towns listed, but across the state.

EMAIL Received From Senator Hinds' office (start the string from the bottom)

Hi Randy,

Thanks for the conversation today regarding the mosquito management questions facing the towns you serve. Please see below the initial response we received to the questions we posed to EEA. We'll let you know what more we hear from that office.

Best,

Jon

Jon Gould
Hilltown Community Liaison
Senator Adam Hinds
Commons coworking
16 Main Street
Williamsburg, MA 01096
(413) 768-2373

From: Zeringo, Serafina T (EEA) <Serafina.T.Zeringo@mass.gov>

Sent: Monday, May 3, 2021 3:45 PM

To: Gould, Jonathan (SEN) <Jonathan.Gould@masenate.gov>

Cc: Cohen, Elena (SEN) <Elena.Cohen@masenate.gov>; Maher, Stephen (SEN) <Stephen.Maher@masenate.gov>

Subject: [External]: RE: Mosquito spraying questions

Hi Jon,

Happy to check in with the team on these questions, in the meantime, I'd suggest referencing the Q&A that is already out there on the opt out applications, which can be found here: <https://www.mass.gov/info-details/application-for-municipality-opt-out-of-srmcb-spraying#municipal-opt-out-frequently-asked-questions>

In addition, I'll clarify that a complete application to be considered for approval requires the vote of the local governmental body and the education/public outreach piece. For some towns, this may be sufficient in order to be approved but it might not be for other towns depending on an array of factors.

Best,
Serafina

Serafina Zeringo
Director of Legislative Affairs
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900, Boston, MA 02114
O: 617-626-1108 C: 617-620-6771
Serafina.T.Zeringo@mass.gov

From: Gould, Jonathan (SEN) <jonathan.gould@masenate.gov>
Sent: Monday, May 3, 2021 3:31 PM
To: Zeringo, Serafina T (EEA) <Serafina.T.Zeringo@mass.gov>
Cc: Cohen, Elena (SEN) <elena.cohen@masenate.gov>; Maher, Stephen (SEN) <stephen.maher@masenate.gov>
Subject: Mosquito spraying questions

Hi Serafina,

I hope your week is off to a good start. Elena and I just got off a call with Randy Crochier, who serves as the Regional Health Agent for 11 towns in Franklin County in his position at the Franklin Regional Council of Governments. Mr. Crochier is helping the towns that he serves make informed decisions about whether to opt out of the state's mosquito control program. Sen. Comerford and Sen. Hinds represent these 11 towns: Bernardston, Buckland, Charlemont, Colrain, Gill, Hawley, Heath, Leyden, Monroe, Rowe, and Shelburne. I also read in the April 29 edition of the Country Journal newspaper that Williamsburg, a Hampshire County town represented by Sen. Hinds, was considering opting out but some town officials felt like there was not enough time to explore the issue.

Mr. Crochier shared with Elena and me several questions that will help him in working with the towns. Might you or someone from the EEA team provide answers to the following questions?

1. Will education/public outreach alone by a town be enough to qualify for a successful opt out?
2. If a town is approved to opt out, will the opt out cover state-owned land within that town?
3. What testing is the state planning to conduct in Franklin County this year?
4. What metrics will be used to trigger aerial spraying within a town that hasn't opted out?
5. Would EEA consider delaying the filing of opt out applications until June 12 to allow for more informed decision making? Mr. Crochier said many of his towns weren't made aware of the opt out option until mid- April.

Best and thanks,

Jon

Jon Gould
Hilltown Community Liaison
Senator Adam Hinds
Commons coworking
16 Main Street
Williamsburg, MA 01096
(413) 768-2373

EMAIL EXCHANGE WITH A PVMCD COMMISSIONER AND A LOCAL BOH MEMBER

"I have a question on mosquitos. The state gives the towns an opt-out option for spraying. Do you know about this? I'm thinking it applies to the 9 state overseen mosquito districts under SRMCB's watchful eye, and we are not in any of

them. I also recall you talking to us about good breeding habitat around here and my flawed memory is that Charlemont is not a serious breeding ground. Is that correct?"

Response:

"I apologize for not being able to provide you with solid information before your BOH meeting last week.

I wanted to gather as much understanding from the PVMCD Coordinator as possible, especially concerning the state's requirements for municipalities to opt-out of their adulticide spraying. Unfortunately, these requirements are less than clear and I recommend reading the EEA's opt-out application webpage here, if you haven't already: <https://www.mass.gov/info-details/application-for-municipality-opt-out-of-srmcb-spraying>

In a nutshell, the state is concerned that not enough of its 351 communities belong to a mosquito control district to allow for a rapid response to a EEE outbreak (like the 3-year outbreak we are about to conclude). They would like to be able to use state resources to apply adulticide, during a public health emergency, in communities that do not belong to a MCD. Such spraying would be done on their own and at their cost, not via the regional MCD. There is an option for communities to opt out of their free spraying by following the application process in the link above. The EEA will review and decide if the town/city applicant has described a sufficient alternative Mosquito Management Plan. If Charlemont were to apply to the EEA for the opt-out exclusion by its deadline of May 15, it would need to show that it could independently hire a vendor that provides truck-mounted and/or aerial spraying, and have the means to pay for such a service. Another Plan requirement is to provide public education about mosquito-borne disease risks and how to take precautions.

To be clear, the Pioneer Valley Mosquito Control District and all other MCDs are not involved or affected in this policy or process. Because the state can perform spraying directly, and without MCDs, this process is between the state and all local governments. Being a member of the PVMCD may not be enough to opt out as we do not yet offer adulticide spraying services. We are telling member communities that we can help with the public education services, but that if they want to opt out they should prove that they can handle spraying services on their own.

As far as existing habitat suitable for increasing mosquito populations, yes, Charlemont has a fair amount of wetlands and maple swamps that have the potential (but, so do many of your neighbors). Without trapping and testing, no one can say for sure. MDPH sometimes performs surveillance for mosquito species and disease, so it's possible they've done so in Charlemont or that they have GIS maps of its habitats. MassGIS is a good public resource online for selecting your own map features and building one that highlights natural mosquito habitats.

I hope this is helpful. Please feel free to follow up with other questions and I promise I won't wait to hear from others before responding!"



Virus-free. www.avg.com

Ray Purington/Gill Selectboard

From: Randy Crochier <RCrochier@frcog.org>
Sent: Friday, May 07, 2021 9:33 AM
Subject: FW: spraying

Thanks to Doug Telling, BOH member in Charlemont. Doug was able to get a definitive answer that any spraying by the State **WILL NOT** be charged to individual towns.

Randy

From: Doug Telling <doug.telling@townofcharlemont.org>
Sent: Friday, May 7, 2021 9:04 AM
To: Randy Crochier <RCrochier@frcog.org>
Subject: Re: spraying

Pls do

Sent from my iPhone

On May 7, 2021, at 8:26 AM, Randy Crochier <RCrochier@frcog.org> wrote:

Great. Thanks for the clarification Doug.

Do you mind if I forward this email to the other towns?

From: Doug Telling <doug.telling@townofcharlemont.org>
Sent: Thursday, May 6, 2021 8:48 PM
To: selectboard@townofcharlemont.org; Randy Crochier <RCrochier@frcog.org>
Subject: Fwd: spraying

Sent from my iPhone

Begin forwarded message:

From: "EEAopt-out (EEA) (ENV)" <eeaopt-out.eea@state.ma.us>
Date: May 6, 2021 at 8:27:02 PM EDT
To: doug.telling@townofcharlemont.org
Subject: RE: spraying

Hi Doug - Any pesticide that is used by the SRB or a Mosquito Control District ("MCD") must be registered with the Environmental Protection Agency and the state. Prior to a product being registered by EPA it must first go through a very

thorough and rigorous review process. Each year the state reviews several products to determine which product is best suited to use if an aerial application needs to take place. In past years when an aerial application was conducted by the SRB, Anvil 10+10 ULV has been used.

No, Towns are not charged for any SRB mitigation related work or pesticide applications related to a public health hazard.

Please note, in an effort to give municipalities time to submit applications, the Executive Office of Energy and Environmental Affairs is extending the mosquito spraying opt-out application deadline to Friday, May 28, 2021. In order to be considered, an email containing the alternative mosquito control management plan and a certified vote by the local City Council or Select Board must be submitted by midnight on May 28th, 2021 to this email inbox EEAopt-out@mass.gov. For an alternative mosquito control management plan to be considered complete, the minimum requirement is a detailed public outreach and education component. Program details can be found at: <https://www.mass.gov/info-details/application-for-municipality-opt-out-of-srmcb-spraying>.

The above information extending the deadline went out to municipalities via the DLS list serv late this afternoon.

Thank you,
Alisha

-----Original Message-----

From: doug.telling@townofcharlemont.org
<doug.telling@townofcharlemont.org>
Sent: Tuesday, May 4, 2021 11:15 AM
To: EEAopt-out (EEA) <EEAopt-out@mass.gov>
Subject: spraying

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Two question for now. Which chemicals do you use when you spray? And, when you spray, will towns be charged?

Thanks (for now),

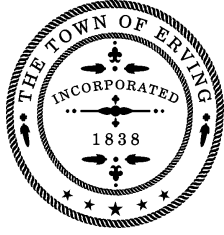
doug

Doug Telling
Charlemont Board of Health Co-chair

doug.telling@townofcharlemont.org
413-522-5282



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TOWN OF ERVING

SELECT BOARD

12 East Main Street
ERVING, MASSACHUSETTS 01344

Tel. 413-422-2800
Fax 413-422-2808
Email: administrator@erving-ma.gov

Jacob A. Smith, Chair
William A. Bembury

Select Board

Bryan Smith
Town Administrator

May 05, 2021

Massachusetts Executive Office of Energy & Environmental Affairs
Via Email: EEAopt-out@mass.gov

RE: Town of Erving- 2021 Alternative Mosquito Management Plan Application

On May 03, 2021 at 6:30 PM, the Erving Select Board held a duly posted public meeting to discuss whether the Town of Erving should vote to opt-out of the mosquito control spraying conducted by the State Reclamation and Mosquito Control Board and to review the application for an Alternative Mosquito Management Plan.

Meeting participation included the Board of Health Chair, the Conservation Commission Chair, the Town's Health Agent, and members of the public. The Select Board received and reviewed public comment in support of opting out of the mosquito control spraying. At the conclusion of the deliberation, the Select Board discussed support for opting out of all mosquito control spraying by the State Reclamation and Mosquito Control Board in the Town of Erving.

Chairman Smith made a motion for the Town of Erving to opt-out of all mosquito control spraying activities conducted by the State Reclamation and Mosquito Control Board under M.G.L. Chapter 252, Section 2A and to submit the Alternative Mosquito Management Plan application as presented. **Selectman Bembury** seconded. **Vote:** Unanimously approved.

The approved application is enclosed. The Town has GIS mapping inventory of all culverts that prioritize maintenance. This map can be access with this link:
<http://frcog.maps.arcgis.com/apps/AttachmentViewer/index.html?appid=2bb0386bfd5a483da41221a19a1a37ee>

Please let me know if you require any further information from us.

Respectfully,

Bryan Smith
Town Administrator

CC: Erving Board of Health
Erving Conservation Commission