



SELECTBOARD AGENDA & MEETING NOTICE

January 31, 2022

***Indicates item added after the 48 hour posting
bold underlined time = invited guest or advertised hearing
(all other times are approximate)

Location: Gill Town Hall, 2nd Floor

Face coverings required per Board of Health mandate.

6:45 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)

Old Business

- Review of Minutes from 1/18
- FRCOG 2022 District Local Technical Assistance (DLTA) Project Request – approve consolidated & prioritized response to FRCOG
- Electric Vehicle Charging Station - Energy Commission recommendation to charge \$0.30/kWh
- Leaf Joy – Draft of Host Community Agreement

New Business

- Police Department
 - Review & Approve 3-year Employment Contract (FY23-FY25) with Police Chief Chris Redmond
 - Exploration of Regional Approach to Police Services and Draft Letter to Sheriff Donelan
 - Grant Opportunity – Application to Mass. Department of Mental Health for a multi-town program to provide funds for Crisis Intervention Training (C.I.T.) and Co-Response Program.
- Renew “Agreement for Providing Public Safety Dispatch Services” between Mass. State Police and Town of Gill (5-years, no cost)
- Fire Department Purchase Orders
 - Firematic Supply - \$3,164.00 for 400 feet of 2-½” attack hose and 800 feet 1-¾” attack hose
 - Motorola - \$1,512.00 from NMH Donation account for 4 radios programmed with NMH frequencies
- Gill Cultural Council FY22 Grant Contract from Mass Cultural Council, \$5,000
- FirstLight Relicensing – review of “Agreement in Principle to Develop a Relicensing Settlement Agreement” (Selectboard’s 2/14/22 meeting will include further discussion and possible vote to approve)
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Warrants

FY22 #15 Vendors (\$29,608.51) & Payroll (\$25,183.87) – reviewed & signed on 1/18/22

FY22 #16 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 2/14	5:30 PM	Selectboard meeting	Gill Town Hall, 2 nd floor

TOWN OF GILL

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



www.gillmass.org

SELECTBOARD MEETING MINUTES

January 18, 2022

Called to Order: The meeting was called to order at 5:39 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Randy Crochier, Charles Garbiel, and Greg Snedeker Members Absent: None

Others Present: Ray Purington, Town Administrator; Jerri Higgins, Janet Masucci, and Gene Beaubien

Review of Minutes: Randy made a motion, seconded by Charles, to approve the minutes of January 3, 2022. The motion was approved by a unanimous vote.

Fire Department – Engine 2 Update: Fire Chief Gene Beaubien reported Engine 2 was brought to Advantage Truck Group in Westminster, Vermont on January 14th to have the engine control unit (ECU) “flashed” in an attempt to correct a problem with the “Needs Service” light coming on. The repair was unsuccessful, as the light came back on during the drive back from Westminster. A purchase order for \$2,625.56 to install a new ECU was approved by consensus. Beaubien left the meeting at 5:42 PM.

Highway Department – 2009 International: Ray reported he gave emergency authorization on January 5th to proceed with a repair to the Highway Department’s 2009 International. The truck is not operable and needs a new crank shaft. Raymond’s Repair estimates the repair will cost between \$9,000 and \$12,000, and also recommends, given the vehicle’s age, the injectors be replaced while the engine is torn apart. The Selectboard approved the repair by consensus. Ray also reported the Highway Department’s 1-ton pickup, a 2005 Ford, developed a radiator problem today. The Highway crew is going to attempt a temporary repair until the new radiator arrives, hopefully, in a few days.

Council on Aging Appointment: Randy made a motion, seconded by Charles, to appoint Gail Cross to the Cultural Council through June 30, 2022. The motion was approved by a unanimous vote.

Sewer Commitments: The Selectboard reviewed the sewer commitment # 2022-002 and user data for October – December 2021. Randy made a motion, seconded by Charles, to approve and sign the sewer commitment of \$44,598.15 with a bill date of January 19, 2022. The motion was approved by a unanimous vote.

FY23 Diesel Fuel and Heating Oil: The Town is purchasing its diesel fuel for FY23 through a group bid run by the Lower Pioneer Valley Educational Collaborative, with Roberts Energy as the fuel supplier. Ray recommended designating Paul Schroeder of the LPVEC as the Town’s agent for the purchase of 5,300 gallons of diesel fuel for FY23. The amount represents roughly 90% of the Town’s annual use over the last two years.

For heating oil for FY23 the Town is using a different group bid run by the Lower Pioneer Valley Educational Collaborative, with Sprague Operating Resources as the supplier. Ray recommended designating Paul Schroeder of the LPVEC as the Town’s agent for the purchase of 2,500 gallons of heating oil for FY23. The Public Safety Complex is the only Town building (not counting the Elementary School) using oil as the primary source of heat., and 2,500 gallons is approximately 80% of the annual use over the last two years. Randy made a motion, seconded by Charles, to accept both recommendations and authorize Ray to sign any related paperwork. The motion was approved by a unanimous vote.

FRCOG DLTA Projects for 2022: The Selectboard reviewed the 2022 Local Technical Assistance Request Form, and will revisit it in two weeks to prioritize the Town’s request for FRCOG’s assistance on various planning projects and regional projects. Ray has distributed the form to departments and committees and asked for their input prior to the January 31st Selectboard meeting. Randy noted he will recuse himself from the discussion and vote as he is the

Program Manager for the FRCOG's Cooperative Public Health Service District and has sent an email to member towns suggesting they prioritize DLTA funds for District projects involving abandoned housing and healthy aging.

Jerri Higgins left the meeting at 5:55 PM.

Warrant: The Selectboard reviewed and signed the FY 2022 warrant # 15 with totals of \$29,608.51 for vendors and \$25,183.87 for payroll.

The meeting adjourned at 6:15 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 01/31/2022

Charles Garbiel, Selectboard Clerk

TOWN OF GILL

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



Cemetery Commission

January 10, 2022

Dear Ray and Select Board Members,

Please add the Gill Cemetery Commission Riverside Woods Cemetery policies and maintenance project to the list of DLTA projects/request for funding.

Policy and Maintenance Projects on the Riverside Woods wish list are:

Baseline Ecological Impact Assessment including property/habitat condition and plant inventory

Maintenance Operations Policies and Manual for a Natural Cemetery

Grave Mapping and signage for paths

Resources available to the Cemetery Commission for this work are:

Green Burial Massachusetts, Inc.

Nasami Farm Nursery Native Plant Trust

Snow and Sons Landscaping

Invasive plants management in all 5 cemeteries

Thank you for considering the Cemetery Commission's request.

Sincerely,

Joan Pillsbury, Chair

325 Main Road, Gill MA 01354

This institution is an equal opportunity provider and employer.

Ray Purington/Gill Selectboard

From: Randy Crochier <RCrochier@frcog.org>
Sent: Tuesday, January 11, 2022 7:50 PM
Subject: FY23 DLTA

Greetings CPHS Town Administrators,

I hope this email finds you all well and that you are staying warm in this cold weather.

Recently FRCOG sent out the FY23 DLTA list for your towns to prioritize their needs. I am writing to let you know as you look at the needs of your communities that we would appreciate if your communities could prioritize our abandoned housing work and our healthy aging work.

Public Health Nurse Meg Ryan continues to dedicate time to the Franklin County and North Quabbin Age-Friendly Initiative, working with Nour Elkhataby Strauch, the program manager at LifePath. The initiative aims to enable communities to act to create a supportive and welcoming environment where all residents can thrive both socially and physically. 20 of 30 towns in the region are officially enrolled, and a survey assessing local needs will be released next week. Survey results will guide the work done by the initiative over the next 3 to 5 years, so we're aiming for a large number of respondents. All towns are encouraged to participate in the survey, which is for people age 50 and over and their caretakers, whether they are official members of the program or not. Town enrollment is also continuing, so if your town has not yet enrolled and wants more information, Meg and Nour can attend a meeting to discuss the movement. Community education for the wider community about topics related to aging is also taking place. Meg and Nour have made presentations about common signs of dementia at both the Bernardston and Northfield Senior Centers, and have presented about the Reframing Aging Movement to the CHIP Network and a group at LifePath. Please be in touch with Meg if you want to discuss the Age-Friendly Initiative or age-related public health concerns, or are interested in a presentation (MRyan@frcog.org; 413 774-3167 x 158).

One of our newest hires, Regional Health Agent Kurt Schellenberg is hard at work studying many areas. He has already completed the MA PHIT online housing training. It is planned that he will be spending a significant portion of his time on both housing complaint follow up and working through the serious number of unused, often abandoned homes in our communities. As always, the primary goal is to reduce potential and existing public health concerns associated with empty homes, while limiting blight. Increasing housing stock by reusing formerly used homes helps to slow the loss of open space and often will pay benefits by increasing the tax base while also increasing housing availability, making housing affordable for more people in our communities.

By now you are probably aware that Deerfield has chosen to leave the CPHS. While Deerfield leaving the district certainly has a impacts, it also allows us opportunities to review and revisit how we utilize our Public Health Nurses and our complete nursing program going forward in a post pandemic world. The loss of Deerfield is also the loss of our "satellite" nursing office space. We are actively looking to find a new "satellite" home in one of our communities at as low of a cost as possible.

The past two years have been a period of major change in the focus of public health statewide and our district is no exception. The use of DLTA funds would go a long way to cushion the loss of Deerfield and allow the district the needed time to transition while maintaining the service our small towns deserve.

Thank you for considering the CPHS district and funding of these important projects while you make the hard choices ahead.

Randy

Randy R. Crochier, Sr.
CPHS Program Manager/Regional Health Agent
Franklin Regional Council of Governments
12 Olive Street, Suite 2
Greenfield, Massachusetts 01301
Office: (413) 774-3167 ext. 106; Mobile: (413) 834-5729
rcrochier@frcog.org

**CPHS Towns: Ashfield, Buckland, Charlemont, Colrain, Deerfield,
Erving, Gill, Hawley, Heath, Leyden, Monroe, Northfield, Rowe, Shelburne
Bernardston & Conway (except T5, wells) - [FRCOG - CPHS Website](#)**

ACCESS Public Health Online Permitting & Scheduling: [CPHS On-line Permit System](#)



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2022 Local Technical Assistance Request Form

Town: GILL

Date: 01/31/2022

Your Name: Ray Purington

Board/Department: Town Administrator

INSTRUCTIONS:

1. Review form with Town/City committees, boards, and departments, and **compile one consolidated request form.**
2. Check the column or box for each project your Town/City is interested in. List contact info for each project.
3. Rank your top 3 priorities at the end of the form.
4. **Email completed form to Amanda Doster at adoster@frcog.org by January 28, 2022.** Email/call Amanda with questions: 413-774-3167 x120

✓ YES	CLIMATE CHANGE ADAPTATION AND RESILIENCE / ENERGY & ENVIRONMENT	Contact for Project: name & email or phone #
	Community Food Assessments. Examine a town's food system, including analysis of food supply and demand, economic development through food processing or distribution, increased food production of farmland, increased food access for residents, and other elements.	
	Managing Flood Risks Regionally. Implement the recommendations in the Framework for Resilience: Responding to Climate Change in the Deerfield River Watershed. Work with neighboring watershed towns to prioritize and implement appropriate river corridor management strategies, flood resiliency, and infrastructure improvements.	
✓	Northfield Mountain Pumped Storage Project /Turners Falls Dam FERC relicensing and MassDEP 401 Certification of Water Quality process. Provide technical assistance, advocacy, testimony, and analysis, and participate as a convener and stakeholder on behalf of impacted towns.	Ray Purington administrator@gillmass.org 413-863-9347
	Pollinator Habitat Corridor. Create a town pollinator plan that expands the regional Franklin County pollinator habitat corridor plan developed in 2021. The town plan includes identification and mapping of existing and potential pollinator habitat, review of land use regulations, landscape management recommendations, and planting plans for a variety of landscapes and built environments to support pollinator life cycle needs.	

✓ YES	ECONOMIC DEVELOPMENT AND HOUSING	Contact for Project: name & email or phone #
	Brownfields Redevelopment Support. Provide site specific technical assistance to assess, clean-up, and/or redevelop a brownfield site, with property owner support.	
	Business and Industry/Sector Assistance. <ul style="list-style-type: none"> <input type="checkbox"/> Provide and support access to small business assistance resources. <input type="checkbox"/> Provide industry specific support to expand, promote and/or preserve important economic sectors: <ul style="list-style-type: none"> ○ Manufacturing ○ Outdoor Recreation ○ Tourism ○ Agriculture <input type="checkbox"/> Other: _____ 	
	Community Economic Development (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Conduct survey to understand what residents, businesses, and visitors want for economic activity in their downtown or community. <input type="checkbox"/> Conduct a parcel-level analysis of village center or downtown uses and businesses, and identify properties with potential for redevelopment. <input type="checkbox"/> Develop a mixed use, economic development and/or housing action plan for a village center or downtown. <input type="checkbox"/> Provide technical assistance to create new or expand planned industrial park land. <input type="checkbox"/> Update Industrial Park Master Plan, including review of current bylaws and regulations governing the park, and assessing developable land remaining. <input type="checkbox"/> Prepare guidance and identification of resources for site specific property development or redevelopment for economic development uses. <input type="checkbox"/> Develop and implement a pop-up park or public art project, including how to create and implement a project that fosters economic and main street activity. <i>For projects seeking funds from MassDevelopment Commonwealth Places, work can include assistance in developing a funding campaign.</i> <input type="checkbox"/> Provide technical assistance to advance Rapid Recovery Plan project. <input type="checkbox"/> Other: _____ 	

	Housing Planning and Implementation Technical Assistance (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Create a Housing Production Plan (5-year plan that identifies the housing needs of a community and outlines the strategies a town can take toward meeting those needs). <input type="checkbox"/> Conduct a housing needs assessment and/or housing needs survey. <input type="checkbox"/> Implement local housing initiatives such as drafting zoning changes, setting up Community Preservation Act (CPA)-funded housing programs, establishing a municipal affordable housing trust, or identifying potential sites for affordable housing development. Please specify: _____ <input type="checkbox"/> Implement one or more MA Housing Choice Initiative best practices and/or apply for Housing Choice designation. <input type="checkbox"/> Small Town Housing Working Group convening to work on housing issues and challenges in smaller towns, and develop shared solutions to address housing needs and barriers. 	
✓ YES	MUNICIPAL CAPACITY BUILDING	Contact for Project: name & email or phone #
✓	Abandoned and Distressed Property Inventory and Action. Inventory abandoned and distressed properties in town and work with town stakeholders to prioritize them for action through receivership or other methods.	Ray Purington administrator@gillmass.org 413-863-9347
✓	Diversity, Equity, and Inclusion Training for Municipal Officials and Staff.	
	Foster Municipal Engagement and Involvement. Consider how towns can increase citizen engagement and prepare for retirements of long-term public servants in key municipal positions – appointed, elected and volunteer – through development of a Citizen’s Academy, succession planning, participation in career fairs and expos, etc.	
✓	Local Official Continuing Education Workshops. Continue to offer workshops to Select Board, Planning Board, Board of Health, Finance Committee members and other public officials (fiscal planning, open meeting law, school finance, new state policies and initiatives, etc.). <i>Please share your ideas for workshop topics: <u>Preparing abutters lists; reading site plans and blueprints</u></i>	
	Regional Municipal Wage & Classification Study. Expand sections of the Franklin County Wage and Classification Study to include data on salaries and benefits of municipalities outside of but near Franklin County to provide information on competing salaries.	

✓	Rural Policy Plan Implementation. Pursue and advocate for projects, programs and policies that benefit Franklin County, such as advocating for changes to Chapter 90 formula to better acknowledge rural infrastructure challenges and ensuring state ARPA dollars are equitably distributed to rural municipalities.	
✓ YES	SHARED SERVICES	Contact for Project: name & email or phone #
✓ IT & OSHA	Municipal Service Sharing Feasibility, Matchmaking, or Other Technical Assistance (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Conservation Commission Agent <input type="checkbox"/> Department of Public Works <input type="checkbox"/> Facilities management of municipal buildings and grounds <input type="checkbox"/> Grant Management Assistance, including ARPA <input type="checkbox"/> Human Resource management <input type="checkbox"/> Information Technology: Design a regional shared IT services program to maximize technology resources across communities <input type="checkbox"/> Library Programming/Administration <input type="checkbox"/> Municipal Financial Services <input type="checkbox"/> Public health and/or nursing arrangements between non-CPHS towns or to join CPHS <input type="checkbox"/> Public safety <ul style="list-style-type: none"> ○ Ambulance services and EMTs ○ Fire services sharing ○ Police <input type="checkbox"/> Risk Manager/ OSHA Compliance & Safety Manager <input type="checkbox"/> Town Planner <input type="checkbox"/> Other: _____ 	Ray Purington administrator@gillmass.org 413-863-9347
	New Collective Purchasing ideas (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Expansion of fuel bids to include additional fuels <input type="checkbox"/> Other: _____ 	
✓ Age Friendly	Senior Services (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Age and Dementia-friendly community planning (application to the AARP Network; development of an assessment and an action plan for the Town; assistance with implementing an existing plan) <input type="checkbox"/> Senior Centers (including expansion of current senior centers) <input type="checkbox"/> Senior Housing <input type="checkbox"/> Regional Elder Services Outreach Role <input type="checkbox"/> Other: _____ 	

<input checked="" type="checkbox"/> Reg'l Sludge...	Water & Sewer (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Regional sludge pressing and composting opportunities <input type="checkbox"/> Regional public water supply opportunities and feasibility <input type="checkbox"/> Sewage treatment and /or water operators <input type="checkbox"/> Support, advocacy and technical assistance to move water and sewer projects forward <input type="checkbox"/> Work with DEP to support more operator training programs for western MA <input type="checkbox"/> Other: _____ 	
<input checked="" type="checkbox"/> YES	TRANSPORTATION	Contact for Project: name & email or phone #
	Northern Tier Rail Study expert assistance. Hire a consultant to assist region in assuring that the methodologies, analysis and assumptions used by MassDOT and its consultants conducting the Northern Tier Rail Project are reflective of the region's needs and opportunities.	
	Ensure a Safe Infrastructure Through Improved Visibility. Assess intersections for visibility obstructions like overgrown vegetation, assess sign reflectivity and pavement markings throughout the town, and provide bylaw templates for abutter maintenance such as tree and bush trimming.	
<input checked="" type="checkbox"/>	Roadway Condition Study, including private roads. Assess roadway conditions, update GIS maps and build off the culvert mapping projects.	John Miner highway@gillmass.org 413-863-2324
	EV Charging Station Implementation Assistance. Assist towns through the process of siting, applying for incentives, and purchasing and installing public EV charging stations.	
<input checked="" type="checkbox"/> YES	ZONING, POLICIES, AND PLANS	Contact for Project: name & email or phone #
	Open Space and Recreation Plan (OSRP) Update. Work with the town to update their existing OSRP, a document to inventory and assess the condition of open space, natural resources, parks, and other recreation facilities. <ul style="list-style-type: none"> <input type="checkbox"/> New update <input type="checkbox"/> Update continued from previous year <input type="checkbox"/> OSRP Expiration Date: _____ 	
	Master Plans <ul style="list-style-type: none"> <input type="checkbox"/> Develop or update a Master Plan chapter (e.g. Housing, Economic Development, etc.) 	

	Recreational Marijuana Assistance (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Assistance in creating Host Community Agreements that invest in youth marijuana use prevention <input type="checkbox"/> Development of local Board of Health regulations <input type="checkbox"/> Research and compile information about impacts and costs towns are experiencing related to marijuana retail or cultivation and how towns are documenting reasonable costs associated with mitigation-related Community Impact Fees. <input type="checkbox"/> Zoning for retail sales and/or cultivation <input type="checkbox"/> Other: _____ 	
	Wellhead Protection Plans to Protect Public Drinking Water Supplies. Develop a Wellhead Protection Plan, which can help towns manage and protect their water supply sources.	
✓	Zoning Bylaws and/or City Ordinance Development (please specify): <ul style="list-style-type: none"> <input type="checkbox"/> Affordable housing / Diversifying housing options / <u>Accessory Dwelling Units</u> <input type="checkbox"/> Clean energy (e.g. <u>large scale solar facility bylaws</u> and/or updates to solar bylaws to protect pollinator habitat) <input type="checkbox"/> Climate Resilient Stormwater Management Standards for new development and redevelopment projects using Low Impact Development (LID) techniques. <input type="checkbox"/> Land conservation that protects natural resources and promotes smart growth <input type="checkbox"/> Large-scale commercial / industrial development <input type="checkbox"/> Mixed use districts / Village districts <input type="checkbox"/> New development standards for tree retention <input type="checkbox"/> Updates to Open Space Residential Development / Natural Resource Protection Zoning to align with current best practices to protect natural resources <input type="checkbox"/> Recreational marijuana (retail, cultivation, processing) <input type="checkbox"/> River Corridor Management for towns with a mapped River Corridor (Ashfield, Conway, Colrain, Heath, Greenfield, Leyden) <input type="checkbox"/> Short term residential rentals (such as VRBO and Airbnb) <input type="checkbox"/> Update Existing Floodplain Bylaws/Ordinances with the new state model Floodplain Bylaw for the FEMA regulated 100-year floodplain <input type="checkbox"/> Update Subdivision Rules and Regulations to incorporate Low Impact Development (LID) and to align with current stormwater and neighborhood roadway design best practices <input checked="" type="checkbox"/> Other: <u>Natural Cemetery - Baseline Ecological Impact Assessment including property/habitat condition and plant inventory and/or Maintenance Operations Policies and Manual</u> 	Joan Pillsbury jpillsbury@gillmass.org

RANK	Of all of the projects you selected, what are your municipality's <u>top three</u> priorities? While we can't guarantee that these projects will be selected, we will make every effort.
Your Municipality's Top 3 Choices: <ol style="list-style-type: none"> 1. Northfield Mountain Pumped Storage Project /Turners Falls Dam FERC relicensing and MassDEP 401 Certification of Water Quality process 2. Roadway Condition Study, including private roads 3. Abandoned and Distressed Property Inventory and Action 	

If all Franklin County towns respond by 1/28/2022, we aim to have projects selected by early February. We will send out notification to you once that is complete. Thank you for your time – we look forward to working with you.

	CULVERT ASSESSMENTS: WAITING LIST <u>ONLY</u> If your town is interested in being put on a waiting list for a culvert assessment, please check the box to the left and provide your contact information.	Contact for Project: name & email or phone #
	<p>Culvert Assessments. Assess roadway culverts to identify the crossings that are at risk due to more frequent and intense storm events caused by climate change. Information will help towns prioritize infrastructure upgrades in addition to providing an inventory of physical infrastructure.</p> <p>Due to high demand, the following towns are in queue for culvert assessments. Colrain (Spring/Summer 2022) Sunderland (Summer 2022) <u>Gill (Fall 22)</u> Wendell (Spring/Summer 2023)</p>	<p>John Miner highway@gillmass.org 413-863-2324</p>

Ray Purington/Gill Selectboard

From: Vicky Jenkins <vjenkins@nmhschool.org>
Sent: Friday, January 14, 2022 4:13 PM
To: Ray Purington/Gill Selectboard
Subject: Re: updated usage log for EV charging station

We agreed that \$.30 per kWh would be a competitive rate with local EV charging stations, and with your assistance we will continue to monitor the situation.

On Fri, Jan 14, 2022 at 2:03 PM Ray Purington/Gill Selectboard <administrator@gillmass.org> wrote:

And thank you, Vicky. Was a new recommendation voted last night for what the town ought to be charging for use of the charger? I didn't include it on Tuesday's agenda. Ray

From: Vicky Jenkins [mailto:vjenkins@nmhschool.org]
Sent: Friday, January 14, 2022 1:48 PM
To: Ray Purington/Gill Selectboard <administrator@gillmass.org>
Subject: Re: updated usage log for EV charging station

Thank you Ray. We were just discussing in the EnComm meeting last night about Leyden's enthusiasm regarding installing an EV charger and the support they were getting from Eversource (Jan 2 Recorder article). Alden was going to reach out to them and share the concerns we've experienced.

On Fri, Jan 14, 2022 at 12:42 PM Ray Purington/Gill Selectboard <administrator@gillmass.org> wrote:

The January bill from Eversource for the EV charging station came out this week, so I've updated the usage log spreadsheet. Eversource has changed most of its fees, and I have incorporated those changes into the section at the bottom of the "Session Details" page of the spreadsheet.

The fees related to electricity use (fees based on kWh) decreased as a whole, with our kWh cost of electricity decreasing by 0.5% compared to the December bill. The fees related to electricity demand (fees based on kW) increased by 6.7%. (We use the town's aggregation program for the electricity supplier, so the bulk of our kWh costs are locked in for a couple more years.)

I think word of the Selectboard's discussion with Alden and Tupper in December must have reached our Riverside overnight user. That vehicle has not charged since 12/30.

Also, ChargePoint, the company that provides our usage data, has stopped including users' ZIP codes in the data I can access. So, going forward we will be able to recognize repeat users, but we won't know where they are from.

Lastly, in this year's DLTA (division local technical assistance) project/funding request form from the FRCOG, towns can show interest and/or request the FRCOG's assistance in siting, applying for incentives, purchasing and installing EV charging stations. I have spoken with the person who would likely handle those town requests, and passed along information about our experience. My recommendation was a town should not install an EV charging station until the new DPU rate is established later this year, unless the town has an EV of its own that will need the charging station.

Ray

Ray Purington

Town Administrator

Town of Gill

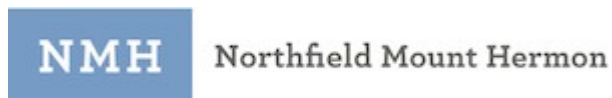
[325 Main Road](#)

[Gill, MA 01354](#)

P: 413 863 9347 F: 413 863 7775

administrator@gillmass.org www.gillmass.org

[One Lamplighter Way, Mount Hermon, MA 01354](#) nmhschool.org



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TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

EMPLOYMENT AGREEMENT

THE TOWN OF GILL, MASSACHUSETTS

AND

CHRISTOPHER J. REDMOND, AS CHIEF OF THE GILL POLICE DEPARTMENT

This Agreement, to take effect on the 1st day of July, 2022 by and between the Town of Gill, a Massachusetts Municipal Corporation, whose address is Gill, Massachusetts (Town Hall, 325 Main Road), hereinafter referred to as the "TOWN," and Christopher J. Redmond, hereinafter referred to as the "CHIEF".

WITNESSETH

WHEREAS, the CHIEF and the TOWN desire to enter into an employment agreement to assure continuous and satisfactory performance of the affairs of the TOWN in the continuous operation of the Town of Gill's Police Department and all conduct emanating there from, and

WHEREAS, Massachusetts General Laws, chapter 41, §108O authorizes the Town, acting by and through its Selectboard, to establish an employment contract for its Police Chief;

NOW, THEREFORE, in consideration of the mutual promises and covenants and other good and valuable consideration contained herein, it is mutually agreed by and between the parties hereto as follows:

1 EMPLOYMENT

The TOWN hereby hires Christopher J. Redmond as "CHIEF" of the Town of Gill Police Department, and Christopher J. Redmond does hereby accept such employment upon the terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

2 TERM OF EMPLOYMENT AND DUTIES

The terms of this agreement shall commence as of the 1st day of July, 2022, and shall continue under this contract until the 30th day of June, 2025.

The day-to-day operations of the Police Department for the Town of Gill shall be the responsibility of the Chief of Police. His duties shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Police Department
- B. Supervision of all Police Department personnel
- C. Preparation and submission of the Police Department budget

- D. Submission of reports to the Town (either orally or in writing) when requested or required to ensure the proper communication between the Town and the Police Department.
- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Police Department.
- F. Supervision and control of all Police Department equipment and motor vehicles and/or motorized equipment belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department and keeping accurate inventories of same.
- H. Supervision of all special, auxiliary and/or reserve Police Officers.
- I. Supervision and control of all training programs for Police Department personnel and the assignment to shifts and duties of all Police Department personnel.
- J. Maintaining the discipline of Police Department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all Police Department personnel. Copies of all the above shall be submitted to the Selectboard or Town Administrator on an annual basis and in accordance with section 2.P herein.
- K. Attendance at hearings before any board/committee of the Town at which the Police Department is required to appear and before the Town Meeting (Special or otherwise) when necessary.
- L. Responsibility for planning, organizing, directing, staffing and coordination of police operations.
- M. Responsibility for communications with the public, including the media, on matters related to crime, police operations and department policy.
- N. The CHIEF must cross train for other critical positions to prepare for a declared emergency.
- O. Operation of the Police Department in accordance with Massachusetts General Laws, Chapter 41, Section 97, which was accepted by a vote of the Town Meeting on September 27, 1994.
- P. Any and all changes in the operation or rules and regulations of the Police Department must be presented to the Selectboard prior to said changes becoming effective. The Selectboard shall have 30 days to approve or disapprove said change. If no action shall be taken by said Selectboard within the 30-day period, then said change shall become effective as if issued by the Selectboard.
- Q. Any and all other duties commensurate with being the Police Chief for the Town of Gill, or other duties assigned by the Selectboard.

3 HOURS OF WORK/WORKING SCHEDULE

- A. The CHIEF is an Exempt Employee as defined by the "Town of Gill Personnel Policy," and the CHIEF agrees to devote that amount of time and energy that is reasonably necessary for the CHIEF to faithfully perform the duties of Chief of Police under this contract. Notwithstanding the above, the CHIEF shall devote a minimum of eighty (80) hours per two-week pay period in the performance of his duties, and generally provide roughly equal coverage in each week.
- B. The CHIEF agrees that he will notify the Selectboard or Town Administrator in advance if he is going to be absent or unavailable as a result of vacation or other reasons. He further agrees

that, when so absent, he will notify in advance the Selectboard or Town Administrator of the name of the officer in charge of the Police Department during said absence.

- C. The CHIEF shall be expected to reside within a 15-mile radius of the Town boundaries.
- D. The CHIEF shall be entitled to all the benefits provided to Town employees as specified in the "Town of Gill Personnel Policy," unless herein otherwise provided or excluded. As an Exempt Employee, the CHIEF does not receive additional compensation over his exempt salary. For example, he will not receive time-and-a-half, double-time, or compensatory time.
- E. During a declared emergency, the following conditions shall become effective:
 - a. The CHIEF must report to work
 - b. All vacations and leave may be cancelled
 - c. The CHIEF may be assigned to other essential positions
 - d. The CHIEF may be required to work from home or at other designated locations
- F. The CHIEF shall comply with all federal, state, and local laws, rules and regulations.

4 SALARY/COMPENSATION

- A. The CHIEF shall receive a yearly salary of \$98,000 (July 1 through June 30) as an Exempt Employee for the term of the contract. Unless it is proposed by the Selectboard and approved by a majority vote of the Selectboard, the CHIEF will not be entitled to any COLA increase during the term of this agreement.
- B. As part of the CHIEF'S compensation package, the TOWN agrees that it shall indemnify the CHIEF OF POLICE as provided in Massachusetts General Law Chapter 258 Section 9.
- C. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than three (3) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
- D. In the event the CHIEF intends to resign voluntarily before the natural expiration of any term of employment, then the CHIEF shall give the Selectboard or Town Administrator ninety (90) days written notice in advance, unless the parties otherwise agree in writing. He shall not be permitted to utilize accrued vacation time during this notice period, unless specific permission is granted by the Selectboard.
- E. As a sworn police officer, the CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.
- F. The TOWN shall provide a police vehicle for use by the CHIEF and pay for all operating and maintenance expenses and insurance on said vehicle. Said vehicle is to be used by the CHIEF in association with the performance of his duties as CHIEF and for his professional growth and development. It may also be used by the CHIEF for incidental personal use.
- G. The TOWN may terminate the CHIEF for cause at any time. The TOWN may decide not to renew the CHIEF'S contract with or without cause.

5 PROFESSIONAL DEVELOPMENT

The CHIEF may be given adequate opportunities to develop his skills and abilities as a law enforcement administrator upon written approval of the Selectboard. He may be reimbursed by the TOWN for expenses (including travel expenses) incurred while attending or traveling to professional development

activities, within the confines of the departmental budget and with prior written permission of the Selectboard. The amount of reimbursement shall be limited to the actual expenses incurred and mileage (at the rate usually paid by the TOWN) in the event he should use his own personal vehicle.

6 DISCIPLINE OR DISCHARGE

- A. It is agreed that the CHIEF may be disciplined or discharged during the contract term for just cause as provided and/or set forth in the General Laws of the Commonwealth of Massachusetts.
- B. Nothing contained herein shall prevent the Selectboard, at a duly-called meeting and upon a majority vote of the members present, from placing the CHIEF on administrative leave with benefits and pay and without prejudice. In a situation where immediate action must be taken, the Chair of the Selectboard or the Town Administrator may place the CHIEF on administrative leave with benefits and pay and without prejudice until a duly-called meeting of the Selectboard occurs.

7 MODIFICATION/LAW GOVERNING/SEVERABILITY OF PROVISIONS/AVAILABILITY OF FUNDS

- A. No change or modification of this Contract shall be valid unless it shall be in writing and signed by both parties.
- B. This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- C. If any clause or provisions of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby so long as the Contract continues to reflect the intent of the parties.
- D. This contract is subject to the availability of funds being granted by Town Meeting.

IN WITNESS THEREOF, the undersigned have executed two copies of this contract, on the date and year written below.

For the Town of Gill

For the Chief of Police

Gregory M. Snedeker

Christopher J. Redmond

Charles J. Garbiel II

Date: _____

Randy P. Crochier

Date: _____

END OF CONTRACT

Sheriff,

I hope all is well with you and your family.

Today, I am writing as a member of the Gill Select Board and would like to discuss regionalizing of police services.

As you are no doubt aware, the recent police reform legislation is having, and will continue to have, major impacts on the small towns locally.

In Gill, we are fortunate to have Chief Redmond and Sgt Bassett as our only two full time police officers. As you can well imagine, our small number of available part time officers is ever shrinking and will in no doubt continue to shrink until we have none.

While we are more than pleased and honored to be served by Chief Redmond and Sgt Bassett, it is apparent that they both will be eligible for retirement in the next few years. Chief Redmond is at the end of his most recent contract, gratefully he has asked the Select Board for meeting to discuss a new contract.

While it is comforting to know that we will continue to be served by these fine gentlemen, planning for the inevitable takes time. I expect that Gill has about a three-to five year window to consider what policing in Gill looks like after Chief Redmond takes a much deserved retirement. Any change takes time, so I want to start thinking about options now.

Looking to the future, in my opinion, to account for this legislation, local policing in Massachusetts has to change the way it is delivered in many areas that are vastly separate from the intent of the legislation. More importantly and directly related, local towns have to rethink how it provides police protection to its residents. In response to the major changes in the training needs, among many other things. Multiple local towns are looking at forming joint police departments, or procuring police services from a neighboring community via an intermunicipal agreement. That option is of course available to Gill and I will be reaching out to neighboring towns to discuss the possibilities with them. I am also aware of an idea floating whereas the Sheriff's Office would develop a pool of Officers that could then be somehow be utilized to serve towns on or by request.

The struggle for all things cross jurisdictional or regional is in the governance. All too often, the people involved at the forming of any multi community service believes is it has a well thought out, complete, finely structured governance agreement. That belief most often falls apart as the existing people are replaced with new people and new ideas. A group of well-intentioned people often work hard formulating the thought of new system or way to provide regional service, only to have it all lost and find nothing changes all because folks don't want to lose local control of all aspects. This leaves us where we are, each small town doing it own things and missing any chance of growth. Time has shown that regionalization is not a cost saver, however, it most often increases the quality of services you receive for the dollars spent.

I would like to have a discussion with you to hear your thoughts on how a community, such as Gill, procure its police services from the Sheriff's office. There is precedent for this type of arrangement as we are served quite well by ACO Dragon. This arrangement allows Gill to be served by a properly trained ACO, something that we couldn't easily do on our own. At first look, I would see this in a similar

manner as the arrangement with ACO coverage in that the Town would pay an assessment to the Sheriff's Office that would provide complete day-to-day police coverage, as well as all administrative work. In essence, a community would have no police department of their own. They would however have the Sheriff's Office to cover all aspects of police service to the community.

I look forward to hearing from you to get your thoughts, or to set up a time where we could have a deeper discussion around this important matter. . . .

DRAFT



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts

Department of State Police

Division of Administrative Services

Communications Section

470 Worcester Rd

Framingham, MA 01702

Date: January 5, 2022



CHRISTOPHER S. MASON
COLONEL/SUPERINTENDENT

R. SCOTT WARMINGTON
DEPUTY SUPERINTENDENT

To: Authority Having Jurisdiction

Subject: State Police Dispatch Services Memorandum of Understanding Renewal Notice

In 1994, as a result of the statewide implementation of Enhanced 9-1-1 services, the Executive Office of Public Safety & Security ("EOPSS") tasked the Massachusetts State Police ("Department") with providing police, fire, and medical dispatch services at no cost to numerous small towns in Worcester, Franklin, Hampden, and Hampshire Counties. At the time, each town signed a five (5) year Memorandum of Understanding ("MOU") outlining the conditions of these free public safety services, with the understanding that after the first five (5) years the Commonwealth would start assessing user fees for these services. The Commonwealth never enacted those user fees but the Department felt it was prudent to continue the five (5) year no-cost MOU and has been doing so ever since. The MOU was last updated in 2006 and although there have been renewals after that date, all of our current MOUs have since lapsed—with the most recent expiring in 2013.

The MOU was recently updated in November 2020 and the Department is now distributing the MOU for execution with our municipalities and fire districts. This is still a five (5) year no-cost MOU for core public safety dispatch services, with an automatic renewal option for an additional five (5) years if neither party files a written objection. To keep things on a calendar year schedule, we have dated your MOU effective January 1, 2022. The Department has executed its portion; I ask that you review the MOU and have the current Chairperson of the Authority Having Jurisdiction (i.e. selectboard or prudential committee) sign and execute the MOU and return to me in the provided self-addressed, stamped envelope.

If you have any questions regarding the terms of the MOU, please let me know via email at matthew.barstow@mass.gov or by telephone at (508) 820-2264.

Regards,

Matthew C. Barstow
Director of Telecommunications
Massachusetts State Police

**AN AGREEMENT FOR PROVIDING PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE MASSACHUSETTS STATE POLICE
AND
THE TOWN OF GILL, FRANKLIN COUNTY, MASSACHUSETTS**

AGREEMENT entered into this 1st day of January 2022 by and between the Department of State Police and the Town of Gill, Franklin County, Massachusetts.

WITNESSETH

Whereas,

1. The Department of State Police (the "Department") is a department within the Executive Office of Public Safety and Security ("EOPSS"), pursuant to Section 18 of Chapter 6A of the Massachusetts General Laws as most recently amended by Section 4 of Chapter 412 of the Acts of 1991.
2. The Town of Gill (the "Town") is a municipality within the Commonwealth of Massachusetts, located in Franklin County.
3. The Select Board of the Town of Gill is recognized as the Authority Having Jurisdiction ("AHJ") and is the sole executive authority for the Town for the purposes of this Agreement.
4. The emergency public safety dispatching needs of the Town will be met via a Regional Dispatch/9-1-1 Public Safety Answering Point ("PSAP"), so named SHELBURNE FALLS MSP PSAP, owned and operated by the Department, located in Shelburne Falls, Franklin County, Massachusetts.
5. Participating in a regional communications network will improve public safety operations and further ensure the safety of public officials, first responders, and the citizens of the Commonwealth.

NOW THEREFORE, The Department and the Town, in consideration of mutual covenants and agreements contained herein, do mutually agree as follows:

1. The Department agrees to provide the Town with necessary dispatch center capabilities by providing emergency and, where specifically and mutually agreed upon by all parties, non-emergency voice and data communications for police, fire, emergency medical services ("EMS"), and related emergency services ("Dispatch Services"). These Dispatch Services, excluding certain exemptions as outlined below, will be provided at no cost to the Town for a period of five (5) years commencing on this 1st day of

January 2022, if the authorized parties have executed this agreement. This Agreement shall automatically renew for a period of five (5) additional years if no written objection or petition for change is initiated by either party within sixty (60) days prior to the end of the original term.

2. The Department agrees to staff the PSAP with trained and certified Public Safety Dispatchers who are Department employees in compliance with MA 560 CMR 5.04. The Department shall retain sole responsibility for all employment actions relative to the employees in the PSAP.
3. The Town, in accordance with Chapter 291 of the Acts of 1990, will provide or has already provided a letter of intent to the State 9-1-1 Department indicating that the Town has designated the Department as its Public Safety Answering Point as a result of this Agreement.
4. The Department, in compliance with MA 560 CMR 5.05, provides Emergency Medical Dispatch ("EMD") services and related quality assurance through its certified employees at the PSAP. The Department will provide EMD services to the Town of Gill as part of its Dispatch Services unless the Town so waives, in writing, the requirement by utilizing another authorized certified EMD resource.
5. The Department will establish a Regional Oversight Committee/Board of Overseers ("ROC") to afford agencies served by the PSAP an official avenue to provide and receive both solicited and unsolicited feedback regarding the dispatch operations of the PSAP. The Department and these agencies will mutually determine the composition of the ROC and the process for electing/removing members to/from the ROC. While the Department will solicit and receive regular input from the ROC, it is understood that the Department shall maintain operational and procedural control of the PSAP at all times.
6. The Town agrees to designate a liaison, and agrees to work within the governance structure of the ROC, for coordination with the Department and/or its agents on all issues requiring administrative action between the PSAP and the Town. The liaison will be required to participate in, but not limited to, the following:
 - a. Manage, update, and administer local databases relative to the delivery of 9-1-1 services to the Town, including the Disability Indicator database, MassGIS mapping database, or any other databases as otherwise directed by either the Department or the State 9-1-1 Department.
 - b. Provide the Department with performance evaluations of PSAP operations and dispatch services offered to the Town under this agreement.
 - c. Assist the Department, when solicited, in reviewing any significant upgrades of the telephony, radio, technology, or facility subsystems of the PSAP.

- d. Work with the Department to provide and/or develop Standard Operating Procedures ("SOPs") for the Town's public safety services to be implemented by the PSAP. The Department shall ensure all SOPs will be consistent for all Towns served by the PSAP to maximize operational efficiency, where feasible.
7. The Town agrees to assist the Department, where applicable, in meeting the Department's eligibility requirements for any or all of the State 9-1-1 Department grant programs. The Department is responsible for notifying the Town of any specific obligations it may have under said grant program guidelines and shall assist, where possible, the Town in fulfilling said obligations. The Department reserves the right to sever this Agreement, per the Termination Clause contained herein, if the Town is unwilling or fails to fulfill said obligations and that unwillingness or failure threatens the Department's eligibility for State 9-1-1 Department grant funding.
8. If, by previous agreement, the Town and the Department mutually operate radio system(s) partly or wholly owned by the Town, both parties shall agree to operate the Town's radio system(s) in accordance with Part 90 of the Federal Communications Commission ("FCC") rules and regulations. The Town and the Department mutually agree to obtain and keep current all matters relating to their respective frequencies as required and granted by the FCC. The Town shall notify the Department at least ninety (90) days prior to filing any application with the FCC to modify any component of the Town's FCC license to operate its radio system(s).
9. The Town agrees to work with the Department on radio frequency consolidation, where applicable, in order to foster improved interoperability. Neither the Town nor the Department is specifically obligated to fund any change, but will work together to seek funding should frequency consolidation be deemed necessary for the efficient operation of the PSAP.
10. If, by previous agreement, the Town and the Department mutually operate radio system(s) partly or wholly owned by the Town, the Town agrees that the costs associated with any decision it makes to change the Town's radio system (excluding a plan for interoperability), including the moving of site(s), the addition or removal of radio base station(s), repeater(s), receiver site(s), or new telecommunications infrastructure or backhaul will be solely funded by the Town. The Town must obtain approval from the Department for any proposed changes to the Town's mutually operated radio system prior to implementation.
11. The Department, in pursuit of improving its Dispatch Services, may, as a result of advances in technology and/or industry best practices, implement or deploy new systems, services, or technologies ("SST") at the PSAP, either natively or through third party vendor(s) that allow for the Town to leverage optional features or connectivity. If there is a hardware, software, maintenance, subscription, license, or service cost associated with said SST and the Town chooses to utilize or participate in the SST, the

Town may be required to fund some or all of said costs. Such costs may be negotiated with the vendor(s) by the Department on behalf of the Town, but all contracts and/or costs for utilizing said SST shall be paid directly to the third party vendor(s) by the Town. The Department shall reserve the right to restrict access or otherwise prevent the Town from utilizing said SST upon notice from a vendor of non-payment by the Town.

12. The Department, in its endeavor to provide industry-leading safety and security of its public safety data systems and information, reserves the right to restrict the Town's access/connectivity/data exchange/computer interfaces to the PSAP, the Department or Commonwealth networks, CJIS networks or information, or any other mechanism of data exchange if it deems same to be an exigent security risk. The Department will work with the Town to resolve security compliance issues in a good faith effort to restore connectivity in a timely fashion. The Town will still be able to receive core Dispatch Services throughout the duration of a restriction.
13. The Town agrees that processing of formal complaints, whether initiated by a Town employee, vendor, contractor, or member of the general public, regarding Department employees and/or their actions shall be handled in accordance with the Department's General Order ADM-14 and Communications Section policy and procedure. The Department agrees that formal complaints, whether initiated by a Department employee, vendor, contractor, or member of the general public, regarding Town public safety employees, hired vendors or contractors working for the Town and/or their actions shall be referred to the Town's appointing AHJ. The Town and the Department, through the ROC, will establish a mutually agreeable procedure for filing formal complaints.
14. Media inquiries regarding the operation of the PSAP or its employees will be directed to and handled by the Department's Office of Media Relations. Media inquiries regarding the Town of Gill or its employees will be directed to the Chairperson of the AHJ for the Town or his/her designee. Media inquiries concerning specific incidents under the jurisdiction of the Fire Department, Police Department, EMS provider, or other municipal adjunct will be directed to the appropriate department head pursuant to current policy and procedure for each department.
15. The Department and the Town mutually agree that the highest priority of communications is one that involves a life-threatening incident. In the event of a system failure of the communications network or the PSAP, the Department or its designee shall have the authority to implement emergency procedures to manage the event. All parties shall agree upon the emergency policy and procedures as part of the municipal plan submitted to the State 9-1-1 Department. This plan may be reviewed and modified on an annual basis.
16. All disputes relating to any interpretation of this Agreement shall be submitted to both the Department's Chief Legal Counsel and the Chairperson of the AHJ for the Town or

his/her designee for review, finding and recommendation. If, after a period of ninety (90) days has elapsed from the date of review and no resolution of the dispute has been agreed to by both parties, the dispute shall be submitted to a third-party mediator mutually agreed upon by the Town and the Department. The costs of said mediator shall be equally shared by the Town and by the Department.

17. In the event of unforeseen demands and/or fiscal constraints that require the Department to reevaluate its PSAP operations and/or Dispatch Services commitments, the Colonel of the State Police or his/her designee will present, in writing, such concerns and/or proposed solution(s) for consideration to the Chairperson of the AHJ for the Town. If the parties are unable to mutually agree to said proposed solutions, said disagreement shall be resolved in accordance with the preceding paragraph of this Agreement.
18. This document constitutes the entire agreement between the Town of Gill and the Department with respect to Dispatch Services. No oral statements, promises, express or implied warranties or other understandings, except those expressly set forth in this Agreement shall be valid unless reduced to writing and signed by both parties. This Agreement may only be amended by a written document signed by all parties witness to this Agreement.
19. The execution of this Agreement shall nullify and supersede any and all provisions of any and all previous Agreements.

TERMINATION CLAUSE

1. In the event there is a need or desire by either party to terminate this agreement, a prior written notice of twelve (12) months is required. The termination notice must be in the form of a written document signed by the current approving AHJ from this Agreement. The State 9-1-1 Department must also be notified in writing of any intent to terminate or otherwise dissolve this Agreement. In the event that the termination clause is exercised in accordance with this Agreement, the party initiating the termination shall immediately undertake efforts to secure a suitable alternate PSAP and dispatch configuration for the Town of Gill that is approved by the State 9-1-1 Department.
2. The initiating party of the termination clause will bear the sole financial responsibility of relocating public safety dispatch services, including, but not limited to, any costs associated with transfer of electronic or paper records, radio infrastructure reconfiguration and licensing, and early termination of subscription services/maintenance agreements, unless otherwise provisioned or arranged by prior written agreement. The parties agree that any financial obligations, capital assets, or other contributions to the operation of the PSAP made by or on behalf of the Town of

Gill, prior to the execution of this termination clause, that benefitted at least one other municipality served by the PSAP, will be retained by the PSAP, unless otherwise provisioned or arranged by prior written agreement.

In Witness Whereof, the parties have hereto set their duly authorized bonds and seals on the date subscribed.

DEPARTMENT OF STATE POLICE

TOWN OF GILL

Signature: 
Superintendent/Colonel

Signature: _____
Title: _____

Printed Name: CHRISTOPHER S. MASON

Printed Name: _____

Date: 12-27-21

Date: _____

FIREMATIC SUPPLY CO., INC.

23 Birch Street, Milford, Mass. 01757
Phone: 978-490-9902 FAX: (978) 422-9621
SGarland@firematic.com
WebSite: www.firematic.com

Quote



DATE	PAGE
1/20/2022	1

QUOTE NUMBER
QT96128

EXPIRE DATE
6/30/2022

Quoted To	CHIEF GENE BEAUBIEN GILL FIRE DEPT 196 MAIN ROAD GILL, MA 01354
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Ship To	Gill Fire Dept 196 MAIN ROAD GILL, MA 01354
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CUSTOMER NO.	CONTRACT NO.	PHONE NO.	SALESPERSON	CUSTOMER PO. NO.
3049	PSE01	(413)863-8955	SCOTT GARLAND	

LINE NO.	ITEM NUMBER	DESCRIPTION	QTY ORDERED	UNIT PRICE	EXTENDED PRICE
1	ATI42H25W50N	ARMTEX ATTACK 2-1/2" X 50', WHITE, CPLD NH	4	160.00	640.00
2	ATI42H175W50P	ARMTEX ATTACK 1-3/4" X 50', WHITE, CPLD 1-1/2" NPSH	4	111.00	444.00
3	ATI42H175B50P	ARMTEX ATTACK 1 3/4" X 50', BLUE, CPLD 1 1/2" NPSH	4	120.00	480.00
4	ATI42H175Y50P	ARMTEX ATTACK 1-3/4" X 50', YELLOW, CPLD 1 1/2" NPSH	4	120.00	480.00
5	ATI42H175O50P	ARMTEX ATTACK 1 1-3/4" X 50', ORANGE CPLD 1 1/2" NPSH	4	120.00	480.00
6	ATIAA250B0050NH250	ARMTEX ATTACK 2.5" X 50' HOSE, BLUE CPLD 2.5" NH	4	160.00	640.00

Comments PRICED AT OR BELOW MA STATE CONTRACT PSE01. NOTIFY SCOTT GARLAND AT 978-490-9902 WHEN HOSE IS READY TO BE PICKED UP AT THE FACTORY.

Amount
By:

3,164.00
SCOTT GARLAND

Ray Purington/Gill Selectboard

From: Gill Fire Dept <firedept@gillmass.org>
Sent: Thursday, January 27, 2022 4:10 PM
To: Ray Purington/Gill Selectboard
Subject: New radios for NMH
Attachments: GILLFIRESL300.xlsx

Ray/ Selectboard.

Attached is the quote to purchase 4 radios with the NMH frequencies programmed into them. NMH recently changed their radio frequency and type of radios so they are no longer compatible with our new 800 frequency radio's. We would place 1 each in the Rescue and Engine 2 and the other 2 would be used by the Chief and Deputy Chief. These radios are necessary to communicate with NMH Security and maintenance during an incident or even quarterly drills we are required to do. Our old radio system enabled us to do this but with both of changing systems we are no longer able too.

The total cost would be \$1,512.00 and we would like to use NMH fund monies to purchase these

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



Virus-free. www.avg.com



Pittsfield Communications Systems, Inc.
 Dave Ullrich
 1502 West Housatonic Street
 Pittsfield, Ma .01201
 413-448-8214

email address: dullrich@pittsfieldcommunications.com

Date 1-25-22

Quotation valid for 90 days

Prepared by: Dave Ullrich

Quotation for: GILL FIRE

Reference: SL300 PORTABLES

						SHIP DATE x weeks ARO	TERMS NET 30 DAYS
APC	ITEM	QTY	MODEL	DESCRIPTION	LIST PRICE	DISCOUNT PRICE	EXTENDED AMOUNT
		1	AAH88QCP9JA2AN	SL300 403-480MHZ 3W LKP	\$ 462.00	\$ 353.00	\$ 353.00
		1	QA04761AD	UHF STUBBY 435-470MHZ		\$ -	\$ -
		1	STDBAT0130AA	STANDARD BATTERY		\$ -	\$ -
		1	STDBOX0130AA	STANDARD MODEL BOX		\$ -	\$ -
		1	STDBLT0130AA	STANDARD CARRY HOLSTER		\$ -	\$ -
		1	STDRSA0130AA	STANDARD TWO YEAR WARRANTY		\$ -	\$ -
		1	QA04770AA	ALT:DROP IN CHARGER		\$ 25.00	\$ 25.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Notes: _____ _____ _____ _____ _____						TOTAL	\$ 378.00
						SALES TAX	n/a
						GROUND SHIPPING	included
						TOTAL	\$ 378.00



January 24, 2022

Town of Gill
Town Hall 325 Main Road
Gill MA 01354-9758

Dear Ray Purington:

Thank you for your participation in the Mass Cultural Council's Local Cultural Council Program. Communities like Gill play a vital role in ensuring people across the Commonwealth have access to culture in their community.

Thanks to vigorous advocacy from our communities, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council in the FY22 state budget. This allows us to continue to support local cultural councils across the Commonwealth.

Enclosed you will find the contract and scope of services for the Gill Cultural Council's FY22 allocation of \$5,000.00. Please review these documents carefully and return the required paperwork to Tom Luongo, Fiscal Information and Compliance Officer, by February 11, 2022. For questions about the contract, please contact Tom at 617-858-2708 or thomas.luongo@art.state.ma.us.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Nina Fialkow'.

Nina Fialkow
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt
Executive Director

Contract Instructions

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Mass Cultural Council is not.

Instructions for completing the contract package:

1. **Standard Contract:** Print and sign the enclosed contract. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents.
2. **The scope of services:** Defines how the funds are to be expended following Mass Cultural Council regulations, it is an attachment to the standard contract.
3. **Contractor Authorized Signatory Listing:** Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature. We cannot accept copies or scanned documents. **You are not required to have it notarized - the second page of the document is optional.** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf

All three documents should be returned via mail to me by February 11, 2022. Please mail to:
Mass Cultural Council
c/o Tom Luongo
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package. If you or any of your staff have any questions, please feel free to contact me at 617/858-2708 or by email at thomas.luongo@art.state.ma.us.

Thank you very much,

Tom Luongo
Fiscal Information and Compliance Officer
617-858-2708
thomas.luongo@art.state.ma.us

CONTRACTOR LEGAL NAME: Town of Gill Gill Cultural Council		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council	
(and d/b/a):		MMARS Department Code: ART	
Legal Address: (W-9, W-4): Town Hall 325 Main Road Gill MA 01354-9758		Business Mailing Address: 10 Saint James Ave., 3 rd Fl.	
Contract Manager: Ray Purington	Phone: 413-863-9347	Billing Address (if different):	
E-Mail: administrator@gillmass.org	Fax:	Contract Manager: Tom Luongo	Phone: 617-858-2708
Contractor Vendor Code: VC6000191798		E-Mail: thomas.luongo@art.state.ma.us	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001.		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FY22-LC-LCC-1256	
<u>X</u> NEW CONTRACT		____ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.	
____ Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____. (or "no change")	
____ Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
<u>X</u> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)		____ Amendment to Date, Scope or Budget (Attach updated scope and budget)	
____ Emergency Contract (Attach justification for emergency, scope, budget)		____ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
____ Contract Employee (Attach Employment Status Form, scope, budget)		____ Contract Employee (Attach any updates to scope or budget)	
____ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		____ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> Commonwealth Terms and Conditions ____ Commonwealth Terms and Conditions For Human and Social Services ____ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ____ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u>X</u> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$5,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: ____agree to standard 45 day cycle ____ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Local Cultural Council Allocation for the Gill Cultural Council			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ____ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ____ 2. may be incurred as ____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <u>X</u> 3. were incurred as of July 01, 2021 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2022 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: David T. Slatery	
Print Title: _____		Print Title: Deputy Director	

Scope of Services

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in the [Local Cultural Council Program Guidelines](#).

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double check all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature? Does it include the attached scope of services page?
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature?

YOUR INITIALS:_____