



SELECTBOARD AGENDA & MEETING NOTICE

Mon., August 15, 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

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)

Old Business

- Review of Minutes from 7/5/22 & 8/1/22

New Business

- Riverside Sewer Pump Station – 6-month history of pump problems, repair costs, & extra labor expenses due to clothing and other debris
- Sewer Abatement Requests
 - Mark & Karen Timberlake, 28 French King Hwy - metered water to fill a pool
 - Jeff Suprenant, 25 Oak St – metered water to fill a spa
- Sewer Commitment #2022-004 - \$55,353.48 for bill date of 7/19/22 – vote to ratify action by the Chair to sign commitment
- Participation in Town of Northfield's Feasibility Study for Regional Emergency Medical Services
- Appointment - Cultural Council – Anna Hendricks as a Member from 8/5/22 – 8/5/25
- Memorandum of Understanding between FRCOG and Gill, Erving, Northfield and Montague for shared legal services related to FirstLight's FERC relicensing
- 3rd Annual Harvest Festival – Sunday, Sept 25th Noon – 3PM on Town Common – request approval to donate one *Earth Machine* compost bin as door prize for the event
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 - FY23 # 3 Vendors (\$186,316.30) & Payroll (\$29,266.76) – reviewed & signed on 8/1/22
 - FY23 # 4 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 8/29	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 nd floor
Mon 9/5		Labor Day holiday	
Tues 9/6	7AM-8PM	State Primary Election	Gill Town Hall, 2 nd floor
Mon 9/12	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 nd floor
Sat 9/24	Registration required	Household Hazardous Waste Collection	GCC Main Campus
Sun 9/25	Noon-3PM	Harvest Festival	Town Common
Mon 9/16	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 nd floor

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

July 5, 2022

Called to Order: The meeting was called to order at 5:30 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Randy Crochier and Charles Garbiel

Members Absent: Greg Snedeker

Others Present: Ray Purington, Town Administrator; Jerri Higgins, Kat O'Brien, Julian Mendoza, Gene Beaubien, and Austin Harpin

Utility Pole Hearing: Representing Eversource, Austin Harpin presented a request to install a new 45' tall utility pole within the public right of way at 12 West Gill Road. The new pole is necessary to provide that address with electricity to the garage. The property owner and abutters were notified of the hearing and none were in attendance and no comments were received prior to the hearing. As part of the hearing Harpin reviewed a list of "double poles" – two utility poles at the same location, where there are still service wires to be moved from the old pole to the new pole. The list currently shows 12 double poles in Gill, with Verizon as the "next to go" for two poles and Eversource as the "next to go" for the other 10. Harpin promised to send the list to Eversource's scheduling team the next day and will copy Ray on the email. Randy made a motion, seconded by Charles, to approve the request for the new utility pole. The motion was approved by a vote of 2 in favor and 0 opposed, and the Order for the pole was signed. Harpin left the meeting at 5:40 PM.

Review of Minutes: Randy made a motion, seconded by Charles, to approve the minutes of 6/22/22. The motion was approved by a vote of 2 in favor and 0 opposed.

Fire Department Annual Purchase Orders: The Selectboard reviewed the Fire Department's list of annual routine expenses that are included in the FY23 budget but are over the \$500 limit that requires a purchase order. The list was approved by consensus.

Fire Department Purchase Order – Chimney Scrubber Kit: Fire Chief Gene Beaubien requested approval to purchase a chimney scrubber kit for a cost not to exceed \$1,700 including shipping costs. The scrubber is used during chimney fires to knock a hole through and dislodge the burning creosote. Beaubien emphasized the Fire Department is not going to be cleaning chimneys for residents. Multiple fire departments in the county will be purchasing these kits, so there will be a discount based on the volume. The purchase order was approved by consensus.

Fire Department Purchase Order – Swivel Chute: Beaubien also requested approval to spend up to \$700 to have a swivel chute fabricated for the back of the tanker truck. The chute will allow the tanker to empty water into a dump tank when the truck is alongside of the tank, rather than having to back up so the tank is directly in line with the rear of the truck. The purchase order was approved by consensus.

Fire Responder Truck: On behalf of the Fire Department, Beaubien thanked the Selectboard for their support throughout the process of the Town deciding to purchase the new Responder fire truck. Beaubien left the meeting at 5:50 PM.

Sewer Commitment for Partial Period: Randy made a motion, seconded by Charles, to approve a sewer commitment of \$325.18 corresponding to a partial period (4/5/22-6/14/22) of sewer service at 7 Grove Street. The motion was approved by a vote of 2 in favor and 0 opposed.

Chair to Review and Sign Warrant: Due to scheduling conflicts, the Selectboard will not meet on July 18th. Randy made a motion, seconded by Charles, to authorize the Chair to review and sign the vendor and payroll warrants for that week and to report on his actions at the next meeting. The motion was approved by a vote of 2 in favor and 0 opposed.

Jerri Higgins and Julian Mendoza left the meeting at 5:55 PM.

Warrant: The Selectboard reviewed and signed the FY 2022 warrant # 27 with totals of \$29,508.27 for vendors and \$21,678.48 for payroll. The Selectboard reviewed and signed the FY 2023 warrant # 1 with totals of \$171,029.92 for vendors and \$2,922.84 for payroll.

The meeting adjourned at 6:45 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 08/15/2022

Randy Crochier, Selectboard Clerk

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

August 1, 2022

Called to Order: The meeting was called to order at 5:30 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Randy Crochier and Greg Snedeker

Members Absent: Charles Garbiel

Others Present: Ray Purington, Town Administrator; Janet Masucci, Jerri Higgins, Doreen Stevens, John Miner, Julian Mendoza, and Gene Beaubien

Review of Minutes: Greg made a motion, seconded by Randy, to approve the minutes of 7/11/22. The motion was approved by a vote of 2 in favor and 0 opposed.

Early Voting Hours: Town Clerk Doreen Stevens presented her proposed schedule of early voting hours for the state elections being held on September 6th and November 8th. She explained a recent change to election laws now requires the Selectboard to approve the early voting hours if the hours are limited to something less than the Town Clerk's full work schedule. She stated she was comfortable the proposed hours will adequately meet the needs of Gill's voters who want to vote in person prior to either election. Stevens will cover some of the early voting hours and some hours will be staffed by an election worker. Greg made a motion, seconded by Randy, to approve the early voting hours as presented. The motion was approved by a vote of 2 in favor and 0 opposed.

Warrant for September 6th Primary Election: The Selectboard reviewed and signed the warrant for the September 6th primary election.

Highway Department Surplus Equipment: Highway Superintendent John Miner met with the Selectboard to discuss a disposal of several pieces of surplus equipment in his department. 1) Three stone boxes (used when applying oil & stone to roads) – already declared as surplus equipment in June 2021. 2) The 14-foot stainless steel Tarco sander that was purchased for \$9,000 in 2021 for use in the 10-wheeler truck. 3) The 2009 Sterling (yellow) dump truck.

Miner explained the new truck ordered last summer has been received by the dealer in Springfield and is in the process of being equipped. This new truck was purchased to replace the problematic and under-powered 2009 Sterling. The new truck will come equipped with a sander, so the drop-in Tarco sander will no longer be needed. Miner recommended disposing of all three items using online auction services offered by Auctions International. Other than a \$30 listing fee for the truck and \$5 listing fees for the stone boxes and sander, there is no cost to the Town. Miner suggested setting a minimum bid of \$8,000 for the sander and \$6,500 for the Sterling truck. Allegiance Trucks, the dealer for the new truck, has offered a trade-in allowance of \$6,000. If the auction doesn't produce the minimum bid for the truck, Miner recommended it be traded in.

Greg made a motion, seconded by Randy, to declare the Tarco sander and the 2009 Sterling dump truck as surplus equipment, and to authorize disposal of the sander, truck, and stone boxes via Auctions International, with minimum bids of \$8,000 for the sander and \$6,500 for the truck. The motion was approved by a vote of 2 in favor and 0 opposed.

Mountain Road Speed Complaint: The Selectboard discussed a complaint from Mountain Road resident Chris Couture concerning vehicles traveling at excessive speeds on that road. A copy of the complaint was provided to Police Chief Chris Redmond who deployed a device that collected traffic speeds from July 29th to August 1st.

During the discussion the Selectboard was informed the road does not have a posted speed limit, which means the enforceable limit is 40 MPH. Lower enforceable limits can be set, but that process requires a fairly extensive study and review/approval by the Massachusetts Department of Transportation (MassDOT). Generally MassDOT will set the speed limit at the 85th percentile speed, that is, the speed at or below which 85% of the drivers are traveling.

The data collected from 7/29 – 8/1 indicated the 85th percentile speed is 41 MPH. The Selectboard recommended the data collection be conducted for a while longer, in order to gather a larger data set. (Results from data gathered from 8/1 – 8/4 were quite similar to the original data set, and also show an 85th percentile speed of 41 MPH.) There was discussion about temporarily moving the flashing radar speed signs from Main Road near the Library and Gill Tavern to Mountain Road, but no decision was made. Miner will inspect the street signs along that section of Mountain Road and remove outdated signs (“Blind Person”) and make recommendations for new signs that might be appropriate to help slow traffic. Ray will respond to Mr. Couture with a summary of today’s discussion and action items. Miner and Stevens left the meeting at 5:50 PM.

Fire Department Purchase Order – Intake Valve: Fire Chief Gene Beaubien requested approval to purchase an intake valve and related hardware for the 1995 Engine 2. The current valve is worn out and needs to be replaced. The cost from Firematic Supply is \$1,870 plus shipping. The purchase order was approved by consensus.

Fire Department Appointment: Greg made a motion, seconded by Randy, to appoint Chris Hample as a firefighter through June 30, 2023 contingent upon receipt of satisfactory results from a recent medical evaluation. The motion was approved by a vote of 2 in favor and 0 opposed.

Wheeling for Healing Bike Ride: The Baystate Franklin Medical Center is holding its annual charity bicycle ride on Sunday, August 12, 2022 to benefit cancer care. As in past years, the organizers have requested permission to use the rear area of the Public Safety Complex parking lot for a water stop and to temporarily place a port-a-potty. Ray has checked with the Police, Fire, and Highway Departments, and there are no objections to allowing the use. During the discussion it was noted this event has been using the parking lot without any incidents or problems nearly every year since 2011. The request was approved by consensus and the Selectboard authorized Ray to review and approve the use for this event in future years. Beaubien left the meeting at 5:55 PM.

Household Hazardous Waste Collection Event: Greg made a motion, seconded by Randy, to authorize Ray to sign a memorandum of understanding with the Franklin County Solid Waste Management District for Town residents to be able to participate in the 9/24/22 regional household hazardous waste collection event and to approve a budget of up to \$1,050 from the Recycling Dividend Program grant fund for Gill’s share of the event. The motion was approved by a vote of 2 in favor and 0 opposed.

Renewal of Agreements for Regional Dog Shelter and Regional Animal Control Services: Ray presented renewal agreements for FY23-FY25 between the Town and the Franklin County Sheriff’s Office for Regional Animal Control Services and for Regional Dog Shelter Services. Both programs are felt to have been working very well for the Town and its residents, and are good values for the price of the annual assessments. It was noted the agreement for the Dog Shelter has been changed to allow the Dog Shelter to charge towns a daily fee of “up to” \$50 per day for “case” dogs (dogs impounded by law enforcement or due to legal cases). Previously the daily fee was a flat \$50 without any discretionary leeway. A question was raised about two attachments (2a & 2b) to the Dog Shelter agreement which charge dog owners only \$20/day for an animal boarded at the shelter, and whether towns were being fairly charged. It was decided to renew both agreements and the answer to the question could be supplied at a later date. Greg made a motion, seconded by Randy, to authorize Ray to sign both agreements. The motion was approved by a vote of 2 in favor and 0 opposed.

Jerri Higgins and Julian Mendoza left the meeting at 6:08 PM.

Warrant: The Selectboard reviewed and signed the FY 2023 warrant # 3 with totals of \$186,316.30 for vendors and \$29,266.76 for payroll.

The meeting adjourned at 7:00 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 08/15/2022

Randy Crochier, Selectboard Clerk

Town of Gill
Riverside Wastewater Pump Station
Clothing and Debris Issues
Issues Started on 2/14/2022

Date	Issue	Price/Contracted Services	Hours/Town Employees	Employees Pay
Monday, February 14, 2022	When Brandon and Chris went down to the pump station on Thursday (2/10/2022) they noticed that the pump that was running at the time did not sound the way it usually does. So they switched over to the other pump and that one was making the same noise. The noise sounds like the pump is bogging down for some reason. We checked both pumps and there was no visible issues going on. I waited until the next cycle and timed how long it took for the well to be pumped down. The timing was right where it is supposed to be and the pump kicked on and turned off at the correct levels.			
Tuesday, February 15, 2022	<p>On Tuesday 2/15/2022 I called Pete Sanders at the Erving WPCF and talked to him about what is going on to try and get some advice, I told him what was going on and he said he would stop over and take a look for me. He came over and checked out the pumps. He agreed that something did not sound right. He gave me the number to Kats Pump Service and said this is a company that he uses and suggested I give them a call and they would come out and check on the issue. He also stated that Kats Pump Service does maintenance programs for plants like ours. Pete's suggestion was to pull apart the check valves before I call Kats because it would be cheaper to pull them apart ourselves and make sure they are clean rather than paying them to do it. After Pete left I proceeded to pull one check valve apart. The check valve was plugged with clothing and wipes. I cleaned everything out of that valve and tried that pump. The pump was still making a bogging noise and did not sound right. I then shut down the other pump and opened up the check valve and cleaned that one out also. Again clogged with clothing and wipes. We tried that motor and it did not sound right either. I then decided to pull one pump out at a time. Not having any tools at the pump station we came up to the shop to grab some tools. I then received a call from Detectoguard saying that the alarm was going off at the pump station. We grabbed tools and went down. When we got there I went down in the hole to find one of the electric pump motors was so hot it had sparks shooting out of it and it then kicked off the breaker and was burnt up. Luckily we were able to switch the other pump on and it took over. With that motor being no good we decided to pull it off and put one of the old motors back on that we have as a spare. When I pulled the motor off the impeller was completely wound with clothing, a large diameter piece of rope and more wipes. All of this wound around the impeller caused the motor to struggle and burn out. Once I got the old motor hooked up and running I decided to shut the other motor off and pull that to check the impeller. That motor was wound with clothing and wipes also so I removed everything and re-installed it.</p>			
Thursday, February 17, 2022	<p><u>KATS PUMP SERVICE</u> - Station rendered for evaluation of the above pump station. Picked up pump and brought it to a motor shop for repair. (2 hrs. - 1 man) Met with Derek Kats for Kats Pump Service this morning regarding issues that we had with pumps earlier this week. Talked to him in depth about having them give me some prices to set up a maintenance program. He looked everything over and noticed some issues. He took the pump motor that burnt up because of all of the rope, t-shirts and underwear that was wound in the impeller. He will talk to his electrician and find out if the motor would be worth rebuilding or if we would be better off replacing it. When the motor is completed he will come back and install it. He said that he would also install a water filter to keep sediment from reaching the seals.</p> <p>He was not sure why there was never one installed.</p> <p>As far a setting up a plan of attack for future, his suggestion is coming out twice a year to check the station out. He would check electrical, pumps, check valves and anything else that he sees issues with. He said he would rather work at time and materials rather than a set rate. That way if everything looks good he is not charging us for time that nothing is being done.</p> <p>He is currently doing the same program for the a few other local towns so he would work it into doing our station on the same day he is doing the others.</p>		2 hours (John)	
				\$65.36
Friday, April 01, 2022	Removed pump head and removed debris. (clothing)		4 hours overtime (John Brandon)	\$345.84

Town of Gill
Riverside Wastewater Pump Station
Clothing and Debris Issues
Issues Started on 2/14/2022

Date	Issue	Price/Contracted Services	Hours/Town Employees	Employees Pay
Tuesday, April 05, 2022	Pulled pump head off at pump station that is not running and removed debris. (clothing and rope) Pump still not running. Called Kats Pump Service and Derek will be here Thursday morning.		3 hours (John Brandon Chris)	\$239.55
Wednesday, April 06, 2022	Bostley pumped out wet well. (We had them pump out the wet well to try and get any debris that could possibly be the well out before it causes damage) Starting to get grease build up in wet well again.		4 hours (John Brandon Chris)	\$450.00
Thursday, April 07, 2022	<i>KATS PUMP SERVICE</i> - Installed rebuilt #2 pump with new motor. Wired and tested pump. Moved old #2 pump to #1 position, wired and tested. Took old #1 pump to motor shop to be rebuilt. (8 hrs. - 2 men)	\$4,953.50	8 hours (John Brandon Chris)	\$638.80
Wednesday, May 18, 2022	Worked with Kats Pump Service servicing pump station and changing pump motor. Adjusted start and stop depths so pump does not run as often. Went from pumping 1.3' to 1.5'.		10 hours (Brandon Chris)	\$471.70
Wednesday, May 18, 2022	<i>KATS PUMP SERVICE</i> - Services rendered for installation of the rebuilt #2 pump and new motor. And inspection of pump station as per attached report	\$4,949.50		
Wednesday, May 25, 2022	Removed pump head and removed debris. (clothing)		5 hours (John Brandon Chris)	\$399.25
Monday, June 27, 2022	Removed pump head and removed debris. (clothing)		4 hours (John Brandon Chris)	\$319.40
Wednesday, June 29, 2022	Removed pump head and removed debris. (clothing)		3 hours (John Brandon Chris)	\$239.55
Tuesday, July 05, 2022	Removed both pumps and removed debris. (clothing and diaper)		2 hours (Brandon Chris)	\$104.00
Thursday, July 07, 2022	Removed pump head and removed debris. (clothing)		3.5 hours (Brandon Chris)	\$182.00
Tuesday, July 19, 2022	Removed pump head and removed debris. (clothing)		2 hours (Brandon Chris)	\$104.00
Thursday, July 21, 2022	Removed pump head and removed debris. (Diaper)		2 hours (Brandon Chris)	\$104.00
Tuesday, August 09, 2022	Removed pump head and removed debris. (Diaper)		2 hours (John Chris)	\$118.24
Total Contracted Services		\$9,903.00		
Total Employee Hours		138		
Total Employee Pay		\$3,781.69		

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 03/03/22)

If the usage figures are believed to be incorrect for the current billing cycle, an abatement form must be filled out, signed, and dated to allow the Town to respond and consider the request. **The bill must be paid before any abatement will be considered.** Sewer abatements will not be granted for the following uses: watering gardens; watering lawns; washing vehicles, buildings, driveways, etc.; no water meter reading or use.

Abatement requests must be in writing to the Sewer Commissioners within 30 days of the Bill Date. (NOTE: 30 days of the Bill Date, NOT the Due Date.)

Sewer Bill Date: 7.19.22 Sewer Bill #: 1400

Dear Sewer Commissioners: I am requesting abatement of my sewer bill for the noted reason(s).

- ☒ Metered water used for filling swimming pools or spas (complete chart below)
(Abatement shall not be granted if calculated amount is less than \$10.00)
- ☐ Inaccurate readings (must be confirmed by Water Commissioners)
- ☐ Excessive reading due to broken water pipes (must prove that excess water did not enter sewer system)
- ☐ Other (explain below)

Explanation: We would like to request an abatement for topping off our pool for opening
for summer 2022

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"B" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Sewer Rate (from bill) 0.3278 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	<i>075074</i>	<i>075162</i>	<i>88</i>	<i>0.3278</i>	<i>28.85</i>
5-13-22	133915	133996	81	0.3278	26.55
5-15-22	134135	134250	115	0.3278	37.697
				0.3278	
				0.3278	
				Total requested	\$ 64.247

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Signature

Karen Timberlake

Today's Date 5-20-22

Name

Mark and Karen Timberlake

Account # (from bill) 1400

Address

28 French King Hwy

Tel.

413-863-4045

Email

markatimber@comcast.net

Meter location if different from above address

Submit this completed form to the Sewer Commissioners (Selectboard):

Mail: 325 Main Road, Gill, MA 01354

Email: administrator@gillmass.org

Do not send this form with your sewer payment. Do not send sewer payments with this form.

Please keep a copy of this form for your records.

-----Town Use Only Below This Line-----

Date received by Sewer Commissioners

8/8/22

(Town has 90 days from receipt to process abatement.)

Sewer bill is paid & no outstanding sewer charges? ☒ YES ☐ NO

Tax Collector signature RP for T.H.

Sewer Commission response:

Approved _____

Denied _____

Date _____

Sewer Commissioners

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 03/03/22)

If the usage figures are believed to be incorrect for the current billing cycle, an abatement form must be filled out, signed, and dated to allow the Town to respond and consider the request. **The bill must be paid before any abatement will be considered.** Sewer abatements will not be granted for the following uses: watering gardens; watering lawns; washing vehicles, buildings, driveways, etc.; no water meter reading or use.

Abatement requests must be in writing to the Sewer Commissioners within 30 days of the Bill Date. (NOTE: 30 days of the Bill Date, NOT the Due Date.)

Sewer Bill Date: 7/19/22Sewer Bill #: 6450

Dear Sewer Commissioners: I am requesting abatement of my sewer bill for the noted reason(s).

- ☒ Metered water used for filling swimming pools or spas (complete chart below)
 (Abatement shall not be granted if calculated amount is less than \$10.00)
- ☐ Inaccurate readings (must be confirmed by Water Commissioners)
- ☐ Excessive reading due to broken water pipes (must prove that excess water did not enter sewer system)
- ☐ Other (explain below)

Explanation: To Fill SPA

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"D" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Sewer Rate (from bill) 0.3278 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	075074	075162	88	0.3278	28.85
5/24/22	27521	27671	250	0.3278	81.95
6/24/22	27660	27683	23	0.3278	7.54
				0.3278	
				0.3278	
Total requested					\$ 89.49

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Signature Jeffrey Suprenant Today's Date 7/20/22
Name JEFFREY SUPRENTANT Account # (from bill) 6450
Address 25 OAK ST
GILL, MA. 01354
Tel. 413-522-2385
Email JEFF.SUPRENTANT@COMCAST.NET
Meter location if different from above address WEST SIDE OF HOUSE

Submit this completed form to the Sewer Commissioners (Selectboard):

Mall: 325 Main Road, Gill, MA 01354

Email: administrator@gillmass.org

Do not send this form with your sewer payment. Do not send sewer payments with this form.

Please keep a copy of this form for your records.

-----Town Use Only Below This Line-----

Date received by Sewer Commissioners 7/20/22 (Town has 90 days from receipt to process abatement.)

Sewer bill is paid & no outstanding sewer charges? ☒ YES ☐ NO Tax Collector signature RP for T.H.

Sewer Commission response: Approved _____ Denied _____ Date _____

Sewer Commissioners _____

TOWN OF GILL

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



www.gillmass.org

OFFICE OF THE BOARD OF SEWER COMMISSIONERS Sewer Use Charges and Inspection Fees

To: Town Accountant

You are hereby notified that COMMITMENT(S) as shown below has (have) this day been made by the Board of Sewer Commissioners to Thomas Hodak, Tax Collector (Town Collector) and Collector of Sewer Charges. Bill date is June 14, 2022.

To: Thomas Hodak, Tax Collector (Town Collector) and Collector of Sewer Charges for the Town of Gill in the County of Franklin:

You are hereby required to collect from the several persons named in the list dated June 14, 2022, herewith committed to you the amount of the sewer usage charges assessed therein to each such person, with penalties, the sum total of such list being Three Hundred Twenty Five and 18/100 Dollars (\$325.18).

Given under our hands the 5th day of July, 2022.

Charles J. Garbiel II

Randy P. Crochier

Gregory M. Snedeker

Board of Sewer Commissioners of the Town of Gill

Exhibit A: Scope of Services

Town of Northfield

Regional Emergency Medical Services (EMS) Feasibility Study

1. OVERVIEW

The Town of Northfield desires to engage a consultant to study the feasibility of expanding their existing Emergency Medical Services (EMS) program to serve surrounding jurisdictions. Northfield currently operates an EMS program consisting of a blend of Paid-in-Station, Paid-on-Call and volunteer positions staffing two ambulances with Advanced Life Support (ALS) and Basic Life Support (BLS), depending on the staff available to respond. Northfield EMS is currently providing emergency response within Northfield, Bernardston and portions of the Town of Erving. Towns in Franklin County are heavily dependent on mutual aid as well as private contractors, with which there has been a decreasing level of satisfaction with the services provided. The Town has aggressively pursued opportunities to expand its service capabilities and coverage area, recognizing the benefits of a regional approach.

To take their EMS program to the next level, Northfield wishes to engage in a regional conversation with their neighboring towns, identify the options to expand, and develop a framework for a sustainable, enterprise-level EMS service capable of meeting the needs of the region. This effort would be in coordination with work being done by the Commonwealth of Massachusetts Department of Public Health/Office of Emergency Medical Services Region 1. Additionally, will reference and build on work previously done by the Franklin Regional Council of Governments (FRCOG) for the Town of Northfield EMS.

2. SCOPE OF WORK

The Center team proposes the following deliverables to assist the Towns in making decisions on Emergency Medical Services, and capabilities of other first responders within their jurisdictions:

1. Feasibility study of a regional EMS program, led by the Town of Northfield and leveraging the assets of neighboring towns, and capable of providing ALS-level response to all member towns;
2. Implementation plan, including a capital investment plan, to create a sustainable, enterprise-level program supported primarily by operational revenues and membership subscription fees; and
3. Facilitation of the development of the necessary inter-municipal and regional agreements necessary to implement the above, including reviewing and adjusting any existing agreements between Northfield and current partners to fit within the regional framework.

To successfully complete the noted deliverables, the Center team will complete the following steps:

1. Collect and review all relevant background information and data, including:
 - a. Departmental historical and statutory information, including Town bylaws and enabling legislation, authorities and other relevant material;
 - b. Call/response and other operational data for EMS in each jurisdiction;

- c. Data on resources, including staffing, vehicles/equipment, facilities and communications/information technology; and
 - d. Regional demographic trends and projections;
 - e. Demographic and other relevant data necessary to identify prospective member towns that may wish to participate in a regional collaborative.
2. Conduct interviews (group and individual) with stakeholders for each community as identified by a proposed Working Group; attend meetings and facilitate discussion of the Working Group;
 3. Perform site visits to EMS and other public safety facilities in each prospective Town;
 4. Develop draft recommendations for EMS services; this is anticipated to include:
 - a. Operational models, including staffing, training and response capabilities for options identified as feasible. This will include job descriptions and overall organizational structure recommendations;
 - b. Financial models of potential options; and
 - c. Capital investment models, including technology and communications considerations, of potential options.
 5. Review draft recommendations with stakeholders and develop final report based on feedback received.
 6. Negotiate and develop draft IMAs for EMS services, including facilitating review by counsel for prospective member towns and insurance carriers. Facilitate consideration of the agreement by the Selectboards of each town;
 7. The proposal includes the following in support of the above tasks:
 - a. Participate in up to two (2) public engagement meetings with the public and elected officials in each prospective Town; and
 - b. Facilitate public engagement and communications efforts for each Town; note that the Center will develop content only for communications campaign and the Towns will responsible for distribution/outreach. Public engagement is envisioned to include either virtual or in-person sessions (one per town) and public survey deployment.

Ray Purington/Gill Selectboard

From: Peggy Sloan <PSloan@frcog.org>
Sent: Thursday, August 04, 2022 12:11 PM
To: StevenE - Montague Town Administrator; Andrea Llamas; bryan.smith@erving-ma.gov; Ray Purington/Gill Selectboard
Cc: Kimberly Noake MacPhee; Linda Dunlavy
Subject: FERC Legal Costs - MOU
Attachments: FERC Legal Services MOU for Towns and FRCOG Final 8-4-22.docx.pdf; Scope of Services - Attorney Ronald Shems - FERC Hydropower Relicensing Final 8-1-22.doc.pdf

Hi All, Please find attached a Memorandum of Understanding (MOU) between the Towns of Gill, Erving, Montague, and Northfield and the FRCOG for shared legal services related to the FERC relicensing, including the Scope of Services which you have previously reviewed. Please let me know if you have any questions. If the attached MOU is satisfactory, please request your Select Board to sign it and send me a scanned copy of the MOU by email and a signed original along with a check for \$2,500 made out to the FRCOG mailed to my attention at the address below. We look forward to working with you on this next phase of the relicensing. Regards, Peggy

From: Peggy Sloan
Sent: Thursday, June 16, 2022 10:54 AM
To: 'StevenE - Montague Town Administrator' <StevenE@montague-ma.gov>; 'Andrea Llamas' <allamas@NorthfieldMA.gov>; 'bryan.smith@erving-ma.gov' <bryan.smith@erving-ma.gov>; 'Ray Purington/Gill Selectboard' <administrator@gillmass.org>
Cc: Linda Dunlavy <LindaD@frcog.org>; Kimberly Noake MacPhee <KMacPhee@frcog.org>
Subject: RE: FERC Legal Costs

Hi All, Please find attached a Draft Scope of Work for FERC Legal Services. Would you please review it and provide any suggested changes or additions. Northfield Select Board has approved \$2,500 towards shared legal services. Please let me know if your town is interested in participating in shared legal services via a MOU. Once we know how many towns would like to participate, we will prepare a contract with Attorney Ronald Shems. We have confirmed with our Chief Procurement Officer that we do not need to go out to bid. If possible, please let me know by June 30th whether or not you would like to participate. Thanks, Peggy

From: Peggy Sloan
Sent: Monday, June 6, 2022 1:53 PM
To: 'StevenE - Montague Town Administrator' <StevenE@montague-ma.gov>; 'Andrea Llamas' <allamas@NorthfieldMA.gov>; 'bryan.smith@erving-ma.gov' <bryan.smith@erving-ma.gov>; 'Ray Purington/Gill Selectboard' <administrator@gillmass.org>
Cc: Linda Dunlavy <LindaD@frcog.org>; Kimberly Noake MacPhee <KMacPhee@frcog.org>
Subject: FERC Legal Costs

Dear Town Administrators, The FRCOG is exploring hiring Legal Counsel for the next phase of the FERC relicensing process for the Northfield Mountain Pumped Storage and the Turners Fall Hydroelectric Projects. We have had preliminary discussions with Attorney Ronald Shems from Tarrant, Gillies & Shems about the possibility of working with us to provide legal assistance. The hourly rate for his legal services is \$300 per hour. Attorney Shems is currently working with the CRC to advise them on certain aspects of the relicensing process so they are already familiar with the projects. If there is overlap with respect to services, we could split the hours with the CRC to save on costs. The legal services we discussed with Attorney Shems include reviewing and providing written comments on the Settlement Agreement and associated License Articles, as well as the Off-License agreement. In addition, Legal Counsel might also

assist us with the 401 Water Quality Certification (WQC) process since we hope DEP will exercise its full authority. While the WQC process is implementing a federal law (Clean Water Act), Attorney Shems might need to consult with a MA licensed attorney since MADEP will be responsible for issuing the Water Quality Certificate. Finally, if all does not go well with the Settlement Agreement, particularly with respect to the erosion issue, Legal Counsel could help us with the Intervenor process. Based on our preliminary discussions, the approximate cost for these legal services would be \$15,000 - \$20,000. FRCOG staff will be requesting and hopes to receive approval for \$10,000 toward legal services. Would your town like to share the cost of legal services and contribute \$2,500? If all 4 towns agree, via a Memorandum of Understanding, to share costs we could cover up to \$20,000 in legal fees. Please let me know if your town is interested and I can prepare a Draft Scope of Services which we can discuss. We will also need to check with our Chief Procurement Officer about whether or not these legal services would qualify for a sole source procurement. If not, we will need to issue a Request for Quotes. I look forward to hearing from you. Regards, Peggy

Ronald Shem's bio can be found here: <https://www.tarrantgillies.com/our-team/ronald-a-shems/>

Peggy Sloan, AICP
Director of Planning & Development
Franklin Regional Council of Governments
12 Olive Street
Greenfield, MA 01301
413-774-3167 x133
psloan@frcog.org



Ronald A. Shems

Tarrant | Gillies | Shems **LLP**
Attorneys at Law

[44 East State Street, Montpelier, VT 05601-1440](http://www.tarrantgillies.com)
Tel: (802) 223-1112 ext. 109 Fax: (802) 223-6225

ron@tarrantgillies.com | <http://www.tarrantgillies.com>

CONFIDENTIALITY NOTICE: This electronic e-mail transmission may contain confidential information intended only for the individual or entity named above. Any dissemination, use, distribution, copying, or disclosure of this communication by any other person or entity is strictly prohibited. Should you receive this transmission in error, please notify the sender by telephone (802-223-1112) and return the original transmission to ron@tarrantgillies.com



Virus-free. www.avg.com

Memorandum of Understanding (MOU)
between the Towns of
Gill, Erving, Montague and Northfield
and
the Franklin Regional Council of Governments

This Agreement is made by and between the Franklin Regional Council of Governments (FRCOG), with its principal place of business at 12 Olive Street, Suite 2, Greenfield, MA 01301, and the Massachusetts Towns of Gill, Erving, Montague, and Northfield (Towns or Participating Towns).

WHEREAS, FRCOG is a membership-based organization comprised of all Franklin County Towns; and,

WHEREAS, the FRCOG serves the Towns by dealing with regional issues and needs that cross city, town, county, and even state boundaries through planning, policymaking, communication, coordination, advocacy, education, analysis, and technical assistance;

WHEREAS, all Participating Towns, acting through FRCOG, desire to engage the services of a qualified attorney for the purposes outlined in the Scope of Services (see Attachment A) and agree to work with the FRCOG to share legal services; and

NOW, THEREFORE, FRCOG agrees to work cooperatively with the Towns to complete the Scope of Services, including technical and procurement assistance provided by the FRCOG, within the parameters of the following Articles:

ARTICLE 1: SCOPE OF SERVICES

The Franklin Regional Council of Government (FRCOG) will coordinate legal services and share in the expense with the Participating Towns for legal assistance related to the FERC Relicensing of Northfield Mountain and Turners Falls Hydroelectric Facilities.

Legal services will be provided by Ronald Shems, an Attorney with Tarrant, Gillies & Shems, LLP, based in Vermont. Attorney Shems has significant experience with the FERC relicensing process for hydroelectric facilities. Legal Counsel will conduct the work outlined in Attachment A – Scope of Services. FRCOG will provide direction and oversee the work of the Attorney. Any specific request for legal services related to this MOU should be submitted to the FRCOG.

ARTICLE 2: TERM OF MEMORANDUM OF UNDERSTANDING

The term of the MOU will be from August 15, 2022 through September 30, 2023.

ARTICLE 3: PAYMENT TERMS

Towns will pay the Franklin Regional Council of Governments \$2,500 (two thousand five hundred dollars) each, for a total of \$10,000 (ten thousand dollars) at the time of signing. Such amount will be placed in a special account to draw from to pay legal expenses. Reporting on expenses will be made to the Towns quarterly by FRCOG Staff. Any unspent funding remaining after September 30, 2023 will be distributed to the Participating Towns in equal amounts unless the term and/or scope of this Agreement is extended and/or modified. The FRCOG has committed \$10,000 towards the shared legal services. All expenditures will be shared on a 50%-50% basis with the Participating Towns.

ARTICLE 4: AMENDMENTS/MODIFICATIONS

Modifications to this contract shall not be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this MOU, and all other regulations and requirements of law.

ARTICLE 5: INDEMNITY

The Participating Towns shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Towns under this Agreement. By entering into this agreement, the FRCOG and the Towns have not waived any governmental immunity that may be granted to them by operation of law.

The Participating Towns acknowledge that work completed under this MOU may not result in a positive outcome with respect to the decisions made by the FERC and/or MassDEP and shall hold the FRCOG harmless.

ARTICLE 6: FORCE MAJEURE

Neither the Towns nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this Article, provided that the party whose

performance is affected notifies the other promptly of the existence and nature of such delay.

ARTICLE 7: SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and shall be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

ARTICLE 8: ASSIGNABILITY

Participating Towns shall not assign any interest in this MOU, and shall not transfer any interest in the same, without prior written consent of the FRCOG.

ARTICLE 9: CONFLICT OF INTEREST

No officer, employee, agent, or member of FRCOG or a Participating Town shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or a Participating Town, whether such interest is direct or indirect. FRCOG and Participating Towns shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11: NON DISCRIMINATION

The Towns and the FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

ARTICLE 12: GOVERNING LAW

This MOU shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 13: VIOLATION OF LAW

Participating Towns and the FRCOG shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

ARTICLE 14: AVAILABILITY OF FUNDS

The legal services provided by this MOU is subject to the availability of Town funds provided to the FRCOG.

ARTICLE 15: MARGINAL HEADINGS, PRONOUNS

The marginal headings used in this MOU are for convenience only and shall not be deemed to be a binding portion of this MOU. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

ARTICLE 16: ENTIRE UNDERSTANDING

This MOU, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the FRCOG and the Towns have caused this Memorandum of Understanding to be executed by their respective authorized officers.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director
Linda L. Dunlavy

Date

TOWN OF GILL

Select Board, Chair

Date

TOWN OF ERVING

Select Board, Chair

Date

TOWN OF MONTAGUE

Select Board, Chair

Date

TOWN OF NORTHFIELD

Select Board, Chair

Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator civilrights@frcog.org.

For FRCOG Use Only

MOU Reviewed by Finance: cem, 8/4/22 Account Line # 01-010

MOU Reviewed by Procurement : aw 8/4/22