



SELECTBOARD AGENDA & MEETING NOTICE

Mon., May 22, 2023

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

Location: Slate Memorial Library, 332 Main Road, Gill

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)

Town Meeting Warrant – Review & sign warrant of articles for 6/12/23 Annual Town Meeting

Reorganization

- Election of Chair & Clerk
- Appoint Representative to Personnel Committee (currently Randy Crochier)
- Appoint Representative to FRCOG (currently Greg Snedeker)
- Appoint Representative to Franklin Regional Planning Board (currently John Ward, with Greg Snedeker as alternate)
- Appoint Representative to FRTA (currently Randy Crochier, and Ray as alternate)
- Appoint Representative to Cable Advisory Committee (currently Charles Garbiel thru 6/30/23)
- Appoint Representative to Capital Improvement Planning Committee (currently Greg Snedeker thru 6/30/2023)

Old Business

- Review of Minutes: 8/29/22, 9/12/22, 10/11/22, 11/21/22, 12/5/22, 12/19/22, 1/30/23, 2/13/23, 2/27/23, 3/13/23, 3/28/23, 3/30/23, 4/10/23, 4/24/23, 5/8/23
- Update on Town Hall Frozen/Burst Water Pipe – Flooring Abatement and Restoration
- FirstLight Recreation Settlement – Review and possible vote to sign finalized settlement agreement

New Business

- Fire Department – Purchase Order Request – Firematic Supply, \$2,197 + freight for replacement 6” intake valve
- Fire Department – Appointment of Matthew McCarthy as a Firefighter through 6/30/23 contingent upon receipt of acceptable results from a recent medical evaluation
- Highway Department – MassDOT Passing Signs grant application
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
 - Composting Made Easy workshop – Sat. June 3rd 10A-noon @ Gill Elementary School
 - Annual Town Meeting – Mon. June 12th, 7:00 PM @ Town Hall
- Warrants
 - FY23 # 23 Vendors (\$71,047.19) & Payroll (\$30,599.85) – reviewed & signed on 5/8/23
 - FY23 # 24 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
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Mon 6/5	5:30 PM	Selectboard Meeting	TBD (hopefully Town Hall!)
Mon 6/12	7:00 PM	Annual Town Meeting	Town Hall
Mon 6/19		Juneteenth holiday	
Tues 6/20	5:30 PM	Selectboard Meeting	Town Hall

COMMONWEALTH OF MASSACHUSETTS

FRANKLIN, SS.

TOWN OF GILL

ANNUAL TOWN MEETING: JUNE 12, 2023

To any of the Constables of the Town of Gill in the County of Franklin,

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said town, qualified to vote in elections and in town affairs, to meet at the Gill Town Hall, 325 Main Road in said Town on Monday, the Twelfth day of June, in the year Two Thousand and Twenty Three (06/12/2023) at 7:00 PM then and there to act on the following articles.

Article 1: To elect the following officers: Two or more Field Drivers; Fence Viewers; Measurers of Wood, Bark and Surveyors of Lumber - all for one year; AND

To see if the Town will vote to accept and expend any sum of money that might be made available from State or Federal funds for roadwork or other purposes for the Fiscal Year 2024 and for the Chapter 90 type funds, authorize the Selectboard to enter into contracts with the Commonwealth of Massachusetts Department of Transportation; AND

To see if the Town will vote to accept any sum of money that might be made available from the Quintus Allen Trust during Fiscal Year 2024, and authorize the Selectboard to expend such funds in support of the Gill Elementary School, or take any action relative thereto.

Article 2: To see if the Town will vote to transfer unexpended funds in the amount of \$3,463.47 from the Fire and Police Department Flooring Project (#001-192-5841) to the reimbursement account for Chapter 90 highway funds (#215), or take any action relative thereto.

Article 3: To see if the Town will vote to transfer a sum or sums of money from the Fiscal Year 2023 Town Building Repairs & Maintenance Account (001-192-5823) to add to the account (001-192-5839) established to paint the walls and ceiling and install new carpet flooring in the two classrooms, and replace the concrete steps at the west entrance of the Riverside Municipal Building, or take any action relative thereto.

Article 4: To see if the Town will vote to designate the Town of Gill Selectboard, the Town of Gill Board of Assessors, and the Town Administrator of the Town of Gill, collectively, as the “authorized officer” to negotiate Payment in Lieu of Tax Agreements (PILOTs) for solar or wind powered energy systems and co-located energy storage systems, pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, Clause 45th, as amended by Section 61 of Chapter 8 of the Acts of 2021, and after approval by Town Meeting of any respective PILOT Agreement that has been so negotiated, to execute on behalf of the Town said PILOT Agreement, or take any action relative thereto.

Article 5: To see if the Town will vote to approve the Solar PILOT Agreement between the Town of Gill and Kearsarge Gill, LLC, 1200 Soldiers Filed Road, Suite 202, Boston, Massachusetts 02134 for a Solar Facility located at 588 Main Road (Gill Assessors’ Map 202, Lot 4.1), pursuant to the provisions of Massachusetts General Laws Chapter 59, Section 5, Clause 45th, as amended by Section 61 of Chapter 8 of the Acts of 2021, and to authorize Town of Gill Board of Selectmen, the Town of Gill Board of Assessors, and the Town Administrator of the Town of Gill, collectively, as the “authorized officer” to execute said Solar PILOT Agreement on behalf of the Town, or take any action relative thereto.

Article 6: To see if the Town will vote, pursuant to the provisions of Massachusetts General Laws Chapter 40, Section 5B, to create a new special purpose stabilization fund, to be known as the Opioid Settlement Stabilization Fund, which may be expended for all of the purposes allowed by law, including those outlined in applicable opioid-litigation settlement documents, a document prepared by the Substance Abuse Bureau of the Commonwealth’s Office of Health and Human Services Department, found at <https://www.mass.gov/doc/massachusetts-abatement-terms/download> entitled “Abatement Strategies”, and consistent with any state guidelines or regulations further clarifying allowable uses of opioid litigation settlement funds; and further, to adopt the last paragraph of said Section 5B and dedicate to such fund, without further appropriation, 100% of the opioid litigation settlement funds

received by the Town; and further, to transfer \$1,428.00 from unappropriated funds (Free Cash) into said Opioid Settlement Stabilization Fund as the amount received by the Town during Fiscal Year 2023 from opioid litigation settlements, or take any action relative thereto. (A two-thirds vote is required to establish a stabilization fund.)

Article 7: “A RESOLUTION INSTRUCTING GILL’S MEMBERS IN CONGRESS TO VOTE IN FAVOR OF THE PROPOSED “FOR OUR FREEDOM” AMENDMENT TO THE UNITED STATES CONSTITUTION”

To see if the Town will vote to instruct its members of Congress to vote in favor of an amendment to the United States Constitution that will allow Congress and the States to reasonably regulate and limit contributions and expenditures in campaigns, elections, and ballot measures, and distinguish between living persons and non-human entities (corporations) and prohibit non-human entities from raising and spending money in campaigns, elections, or ballot measures, or take any action relative thereto.

WHEREAS, in 2010 the United States Supreme Court issued its decision in *Citizens United v Federal Election Commission* in which it overturned election spending restrictions that dated back more than 100 years and allowed corporations and other outside groups to spend unlimited money on elections and campaign advertising; and

WHEREAS, in June 2012 the Town Meeting of Gill passed a resolution instructing our United States Senators and member of the United States House of Representatives to "ratify an amendment to the United States Constitution to provide that corporations are not entitled to the constitutional rights of real people and that money is not speech for purposes of campaign-related expenditures and contributions;" and

WHEREAS, in 2019, Massachusetts voters overwhelmingly approved the establishment of a first-of-its-kind nonpartisan Citizen Commission to advance the Commonwealth's policy in favor of an amendment to restore the First Amendment and fair elections to the people; and

WHEREAS, 22 of the 38 states needed to ratify an amendment have already shown support through state ballot campaigns and legislative victories;

WHEREAS, a grassroots effort to bring about change can be successful and can restore a citizenry's meaningful power over its government, and starts with each of us speaking up and taking action where we live;

NOW THEREFORE, BE IT RESOLVED that the voters of Gill, Massachusetts hereby instruct the Senators representing the Commonwealth of Massachusetts and the member of the United States House of Representatives representing Massachusetts' 2nd Congressional District to vote in favor of the “For Our Freedom” Amendment to the United States Constitution when it is presented before them.

The text of the proposed Amendment is currently as follows:

- Section 1. We the People have compelling sovereign interests in representative self-government, federalism, the integrity of the electoral process, and the political equality of natural persons.
- Section 2. Nothing in this Constitution shall be construed to forbid Congress or the States, within their respective jurisdictions, from reasonably regulating and limiting contributions and spending in campaigns, elections, or ballot measures.
- Section 3. Congress and the States shall have the power to implement and enforce this article by appropriate legislation and may distinguish between natural persons and artificial entities, including by prohibiting artificial entities from raising and spending money in campaigns, elections, or ballot measures.

Article 8: To see if the Town will vote to amend the general bylaws of the Town of Gill by adding a new section to establish and authorize revolving funds for use by certain town departments, boards, committees, agencies or officers under Massachusetts General Laws Chapter 44, Section 53E½, or take any other action relative thereto. The proposed wording of the by-law is as follows:

DEPARTMENTAL REVOLVING FUNDS

1. Purpose: This bylaw establishes and authorizes revolving funds for use by town departments, boards, committees, agencies or officers in connection with the operation of programs or activities that generate fees, charges or other receipts to support all or some of the expenses of those programs or activities. These revolving funds are established under and governed by Massachusetts General Laws Chapter 44, Section 53E ½.

2. Expenditure Limitations: An authorized department or agency head, board, committee or officer may incur liabilities against and spend monies from a revolving fund established and authorized by this bylaw without appropriation subject to the following limitations:
 - a. Fringe benefits of full-time employees whose salaries or wages are paid from the fund shall also be paid from the fund (except for those employed as school bus drivers).
 - b. No liability shall be incurred in excess of the available balance of the fund.
 - c. The total amount spent during a fiscal year shall not exceed the amount authorized by this by-law, or by town meeting on or before July 1 of that fiscal year, or any increased amount of that authorization that is later approved during that fiscal year by the Selectboard and Finance Committee.
3. Interest: Interest earned on monies credited to a revolving fund established by this by-law shall be credited to the general fund.
4. Procedures and reports: Except as provided in Massachusetts General Laws Chapter 44, Section 53E½ and this by-law, the laws, by-laws, rules, regulations, policies or procedures that govern the receipt and custody of town monies and the expenditure and payment of town funds shall apply to the use of a revolving fund established and authorized by this by-law. The Town Accountant shall include a statement on the collections credited to each fund, the encumbrances and expenditures charged to the fund and the balance available for expenditure in the regular report the town accountant provides the department, board, committee, agency or officer on appropriations made for its use.
5. Authorized Revolving Funds: The following table lists the authorized revolving funds of the Town of Gill and establishes:
 - a. Each revolving fund authorized for use by a town department, board, committee, agency or officer.
 - b. The department or agency head, board, committee or officer authorized to spend from each fund.
 - c. The fees, charges and other monies charged and received by the department, board, committee, agency or officer in connection with the program or activity for which the fund is established that shall be credited to each fund by the Town Accountant.
 - d. The expenses of the program or activity for which each fund may be used.
 - e. Any restrictions or conditions on expenditures from each fund.
 - f. Any reporting or other requirements that apply to each fund.
 - g. The fiscal years each fund shall operate under this by-law.

Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses Payable from Fund	Other Requirements / Reports	Fiscal Years
Oil Burner Inspections	Fire Chief	Oil burner inspection fees	Inspector stipend, supplies, equipment	None	None	Fiscal Year 2024 & subsequent years
Energy Commission Programs	Energy Commission	Workshop and program revenue	Energy conservation activities; workshop & program expenses	None	None	Fiscal Year 2024 & subsequent years
Zoning Board of Appeals (ZBA)	ZBA, Administrative Clerk	ZBA fees	Legal notices, postage, mailings, hearing expenses	None	None	Fiscal Year 2024 & subsequent years
Dog	Town Clerk, Selectboard	Dog license fees and fines	Dog licenses & tags, Animal Control services, dog care & control	None	None	Fiscal Year 2024 & subsequent years
Conservation Commission Project Review	Conservation Commission	Fees paid by applicants or advocates	Consultant fees and expenses related to project review	None	None	Fiscal Year 2024 & subsequent years
Cemetery Opening Fees	Cemetery Commission	Fees from opening graves for burial or interment	Caretaking and maintenance of cemeteries	None	None	Fiscal Year 2024 & subsequent years
Agricultural Commission Programs	Agricultural Commission	Farmers' market and agricultural event fees	Agricultural programs	None	None	Fiscal Year 2024 & subsequent years
Solid Waste & Recycling	Board of Health, Town Administrator	Sale of scrap metal, recyclables, recycling bins & etc.,	Solid waste & recycling programs, Solid Waste District membership, recycled-content office products, disposal fees for Town-generated waste items	None	None	Fiscal Year 2024 & subsequent years
Electric Vehicle (EV) Charging Station	Selectboard, Town Administrator	User fees from use of EV charging station	Operating & maintenance costs for EV charging station	None	None	Fiscal Year 2024 & subsequent years

Article 9: To see if the Town will vote to fix the maximum amount that may be spent during Fiscal Year 2024 beginning on July 1, 2023 for the revolving funds established in town by-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, or take any other action relative thereto.

Revolving Fund	Department, Board, Committee, Agency or Officer Authorized to Spend from Fund	Fiscal Year 2024 Spending Limit
Oil Burner Inspections	Fire Chief	\$2,000.00
Energy Commission Programs	Energy Commission	1,000.00
Zoning Board of Appeals (ZBA)	ZBA, Administrative Clerk	3,000.00
Dog	Town Clerk, Selectboard	8,000.00
Conservation Commission Project Review	Conservation Commission	10,000.00
Cemetery Opening Fees	Cemetery Commission	2,000.00
Agricultural Commission Programs	Agricultural Commission	500.00
Solid Waste & Recycling	Board of Health, Town Administrator	5,000.00
Electric Vehicle (EV) Charging Station	Selectboard, Town Administrator	4,000.00

Article 10: To see if the Town will vote to fix the salaries or compensation of the several officers of the Town as follows, or take any action relative thereto:

*Constable(s) – Each Posting	\$22.00
*Moderator – Annual Town Meeting	\$152.00
*Special Town Meeting, Each	\$28.00
*Selectboard Chair	\$2,778.00
*2 nd & 3 rd Member, Each	\$2,525.00
*Board of Assessors Chair	\$3,374.00
*2 nd & 3 rd Member, Each	\$3,067.00
*Board of Health Chair	\$1,522.00
*2 nd & 3 rd Member, Each	\$1,393.00
Town Clerk	\$24,190.00
Tax Collector	\$27,241.00
Additional As Sewer Fee Collector	\$768.00
Treasurer	\$24,564.00
Registrars – Three members, Each	\$65.00
Town Clerk, as Chair	\$105.00

The positions that are preceded by an asterisk () are not included in the COLA proposed in Article 11.*

Article 11: To see if the Town will vote to raise and appropriate by taxation \$40,750.00 to provide a 5% cost of living adjustment (COLA) for the Police Chief, and a 6% COLA for all other appointed Town employees and the elected Tax Collector, Town Clerk, and Treasurer, or take any action relative thereto.

Article 12: To see if the Town will vote to raise and appropriate by taxation \$2,053,902.00 and transfer \$125,000.00 from Sewer Use Fees and appropriate \$60,000.00 from Fiscal Year 2024 Estimated Sewer Receipts for a total appropriation of \$2,238,902.00 for the maintenance of the several departments of the Town (the “Omnibus budget”) for Fiscal Year 2024, and for other necessary charges, in accordance with the amounts recommended by the Selectboard, or take any action relative thereto.

Article 13: To see if the Town will vote to raise and appropriate by taxation \$1,689,154.00 to provide \$1,680,351.00 for its Fiscal Year 2024 operating assessment and \$8,803.00 for its Fiscal Year 2024 debt service costs for the Gill-Montague Regional School District, or take any action relative thereto.

Article 14: To see if the Town will vote to transfer from Released Overlay \$6,750.00 to add to the account to be used toward the costs associated with an appraisal of the real and personal property in the Town of Gill owned by FirstLight Power and an appraisal of the personal property in the Town of Gill owned by National Grid, New England Power Company, and NSTAR Electric Company d/b/a Eversource Energy; AND

Transfer from Released Overlay \$3,000.00 to add to the Board of Assessors Revaluation Account; AND

Transfer from Released Overlay \$6,000.00 to add to the legal litigation account for legal and other expenses related to the defense, appeal, or settlement of cases at the Appellate Tax Board and other courts, or take any action relative thereto.

Article 15: To see if the Town will vote to transfer from the PEG Access and Cable Related Fund (account 256) \$5,000.00 to add to the account (001-159-5846) previously established to provide for Public, Educational, and Governmental (PEG) Access operations and other municipal cable-related expenses, or take any action relative thereto.

Article 16: To see if the Town will vote to raise and appropriate by taxation \$2,000.00 to provide a stipend for the appointed Assistant Town Clerk, or take any action relative thereto.

Article 17: To see if the Town will vote to raise and appropriate by taxation \$15,000.00 to be used for the Fiscal Year 2024 assessment from the Town of Northfield and its EMS Service for the provision of emergency medical services, including Basic and Advanced Life Support and ambulance response, to the Town of Gill, or take any other action relative thereto.

Article 18: To see if the Town will vote to raise and appropriate by taxation \$23,100.00 to be used by the Highway Department to seal cracks in the asphalt roads of the Town, or take any other action relative thereto.

Article 19: To see if the Town will vote to raise and appropriate by taxation \$8,738.00 and further transfer \$5,000.00 from unappropriated funds (Free Cash), for a total of \$13,738.00 for the Other Post-Employment Benefits Liability Trust Fund, or take any action relative thereto.

Article 20: To see if the Town will vote to transfer the following amounts from unappropriated funds (Free Cash) and place said amounts into the corresponding listed stabilization fund, or take any action relative thereto.

\$2,000.00	Energy Stabilization Fund
\$15,000.00	Fire Department SCBA/Air Packs Stabilization Fund
\$68,507.00	Education Stabilization Fund
\$50,000.00	Capital Stabilization Fund
\$15,213.00	General Stabilization Fund

Article 21: To see if the Town will vote to transfer \$40,000.00 from unappropriated funds (Free Cash) or other available funds to be used to reduce the tax rate and stabilize the tax levy for Fiscal Year 2024, or take any action relative thereto.

And, you are directed to serve this Warrant, by posting up attested copies thereof at the Town Hall, Main Road; Post Office, Mt. Hermon; The Gill Tavern, Main Road; and Riverside Municipal Building, Route 2, in said Town seven days at least before the time of holding said meeting.

Hereof fail not, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of meeting, as foresaid.

Given under our hand this 22nd day of May in the year Two Thousand Twenty Three (05/22/2022).

Selectboard of Gill

Charles J. Garbiel II, Chair

Randy P. Crochier, Board member

Gregory M. Snedeker, Board member

A true copy Attest:

Doreen J. Stevens, Town Clerk

Date: _____

Individuals who may need auxiliary aids for effective communication for this meeting should call the Gill Town Hall at (413) 863-9347, or Telecommunications Relay Service at 711, or MassRelay at (800) 439-2370 for TTY devices.

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

Fred O. Chase III, Constable of Gill

Date: _____

FIREMATIC SUPPLY CO., INC.

10 Ramsay Road Shirley, NY 11967-4704

978-490-9902

SGarland@firematic.com

WebSite: www.firematic.com

Quote



DATE	PAGE
5/09/2023	1

QUOTE NUMBER
QT108182

EXPIRE DATE
6/30/2023

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. 3049	CONTRACT NO. PSE01	PHONE NO. (413)863-8955	SALESPERSON SCOTT GARLAND	CUSTOMER PO. NO.
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LINE NO.	ITEM NUMBER	DESCRIPTION	QTY ORDERED	UNIT PRICE	EXTENDED PRICE
1	AKR79836NHFX6I HM	REVOLUTION INTAKE VALVE, 6" NH LHF > 6" NH M	1	1,775.00	1,775.00
2	03XXXX	DRAIN VALVE FOR INTAKE VALVE	1	62.00	62.00
3	KOCS54R46	4" STORZ W/ LOCK X 6" NH SW RL F H52 HARDCOAT BLACK	1	275.00	275.00
4	KOCCC407H52	4 STORZ CAP W/CHAIN FG, BLACK HARDCOAT H52 HARDCOAT BLACK	1	85.00	85.00
5	FREIGHT IN	FREIGHT FROM MANUFACTURER TO BE DETERMINED	1	0.00	0.00

Comments SHIP KOCEK ITEMS TO LOCATION 3.

Amount
By:

2,197.00
SCOTT GARLAND



Gill Fire Department

196A MAIN ROAD • GILL, MA 01354-1805 • (413) 863-8955 • FAX: (413) 863-0126

May 18, 2023

Gill Selectboard:

On May 18, 2023 the Gill Fire Department Board of Engineers approved for appointment to the Gill Fire Department the following name.

Firefighter:

Matt McCarthy

Fire Chief

Gene Beaubien



TOWN OF GILL FIRE DEPARTMENT

APPLICATION FOR EMPLOYMENT



Date: 5/11/23

Personal Information:

Name: Matthew M. Carthy Home Phone: _____

Address: 57 Ben Hale rd. Gill, MA Cell Phone: _____
(No. Street / City / State)

Email Address: _____ SSN: _____

Are you eighteen (18) years of age or older? ☒ Yes ☐ No

Do you have a valid Massachusetts Driver's License? ☒ Yes ☐ No List state, number, expiration date, and type/endorsement: _____

Education and Training:

Name/Location	Course of Study	Years Completed	Degree
High School: <u>Franklin County technical school</u>	<u>Carpentry</u>	<u>4</u>	
College: _____			

Please list any information regarding your qualifications, skills, and experience in FIRE/EMS positions such as licenses, trainings, certifications, etc. Include copies of all certificates if possible.

Full time Fire, Past Department member, FF1+2

Employment History:

Present employer: Greenfield Fire Department
Address: 53 Hope St, Greenfield MA 01301
Supervisor: Capt. John Whitney Telephone: (413) 774-4732
Position Title and Duties: FF/EMT
Reason For Leaving: _____
Dates of Employment: 2017-present

Past Employer: Gill Fire Department
Address: 196 Main rd. Gill, MA 01354
Supervisor: Gene Beauchien Telephone: (413) 863-8955
Position Title and Duties: FF
Reason For Leaving: Different Job
Dates of Employment: 2014-2017

Past Employer: _____
Address: _____
Supervisor: _____ Telephone: _____
Position Title and Duties: _____
Reason For Leaving: _____
Dates of Employment: _____

May we contact the employers listed above? ☐ Yes ☐ No If no, indicate which: _____

Please Read And Complete Carefully:

- | | | |
|--|---|--|
| 1 If hired, can you provide proof of citizenship and legal right to work? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2 Have you ever been fired or asked to resign from any job? If yes, please list employer, date, and reason below. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3 Is there any reason that you could not adequately perform the essential duties of the position for which you have applied? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4 Have you been cited for any moving violations in the last three years? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5 Have you had any motor vehicle accidents in the last three years | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6 Has your driver's license ever been suspended, revoked, denied, or canceled? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7 Has your medical certification (EMTs) ever been investigated, suspended, or revoked? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Explain in full detail all "Yes" answers below (other than #1 above).

Are you currently charged with or have you ever been convicted of a felony? (Include any finding or plea of guilt.) If yes, provide a detailed description including dates, locations, charges, and disposition. Additional documentation may be necessary.

Additional Information:

Briefly describe why you wish to become a member of this department.

I was previously on and moved back to town

Please provide at least three (3) professional/work-related references to whom you are not related.

	<u>Name</u>	<u>Employment/Job Title</u>	<u>Contact Number</u>
1	<u>William Kimball</u>	<u>Gill Fire Deputy Chief</u>	<u> </u>
2	<u>Mitchell Waldron</u>	<u>Gill Fire Captain</u>	<u> </u>
3	<u>Decek Worden</u>	<u>Gill Police Officer</u>	<u> </u>

You may provide any other information that you feel is relevant to the review of your application.

I certify that all information provided in this application is true and complete. I understand that any false information or omission may disqualify me from further consideration and may result in my immediate dismissal if discovered at a later date.

I authorize the investigation of any or all statements contained in this application and also authorize and hold exempt any person, school, current and past employers (except as previously noted), and organizations from any legal liability in making such statements. I hereby fully waive any rights or claims I have or may have against all current and/or former employers and their agents, employees, and representatives, and damages that may directly or indirectly result from the use, disclosure or release of any information by any person or party, whether such information is favorable or unfavorable to me. I further waive any claim against the Town of Gill, the Gill Fire Department and its agents and representatives, and any outside agency utilized by the Town of Gill or the Gill Fire Department as a result of any information which is obtained in this investigation.

I understand that this application or subsequent employment does not create a contract of employment nor guarantee employment for any definite period of time. If accepted for employment, I understand that I have been hired at the will of the Town of Gill and the Gill Fire Department and my employment may be terminated at any time with or without cause and with or without notice, at the option of the employer or myself. *The Town of Gill is an Equal Opportunity employer.*

Signature: Marthe M. [Signature] Date: 5/11/23

Ray Purington/Gill Selectboard

From: MassDOTCommunityGrants (DOT) <massdotcommunitygrants@state.ma.us>
Sent: Wednesday, May 10, 2023 6:59 PM
To: Undisclosed recipients:
Subject: MassDOT Providing Safe Passage for Bicyclists Signs to Municipalities
Attachments: Vulnerable Road User Program - MassDOT Passing Signs Grant Application MOA.pdf;
MassDOT Safe Passing Sign Guidance.docx

Greetings,

"An Act to Reduce Fatalities" was signed into law in December 2022. As part of the law, the following was added.

"In passing a vulnerable user, the operator of a motor vehicle shall pass at a safe distance of not less than 4 feet and at a reasonable and proper speed. The Massachusetts Department of Transportation shall erect and maintain signage along public ways necessary to notify operators of motor vehicles of the requirements for passing a vulnerable user from a safe distance as required by this section."

While MassDOT cannot just install signs on municipal roadways, the position has been taken to provide the signage and materials to all cities and towns so that they can be installed on roadways within their own jurisdiction. **Guidance on location and installation of the signs can be found in the attached file named [MassDOT Safe Passing Sign Guidance.docx](#)**



bike passing - under 35 mph;
2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
"MOTORISTS", C 2K 75% spacing;
"GIVE 4 FT", C 2K;
"TO PASS", C 2K;
Bicycle;



bike passing 35 mph +;
2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
"MOTORISTS", C 2K;
"GIVE 4 FT", C 2K;
"TO PASS", C 2K; Bicycle;

If cities/towns are interested in obtaining the signs and materials (they will be delivered directly to the community) from MassDOT, please let us know your intention and interest in receiving signs (how many signs of each size) as soon as possible.

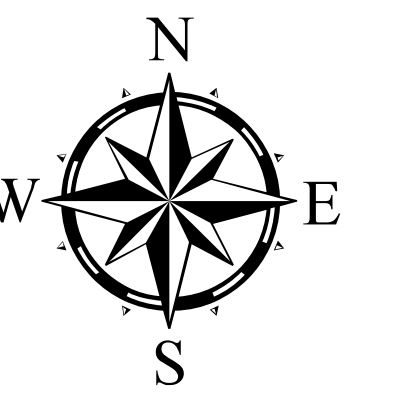
Please complete, sign, and return the attached Memorandum of Agreement (MOA) file named [Vulnerable Road User Program - MassDOT Passing Signs Grant Application MOA.pdf](#), including **Attachment B**, **by June 1, 2023**. Submit the completed MOA to Ranjit Sivasubra (ranjit.sivasubra@dot.state.ma.us). If you have any questions, please reach out to Ranjit directly.

Thank you,
MassDOT Traffic & Safety Group

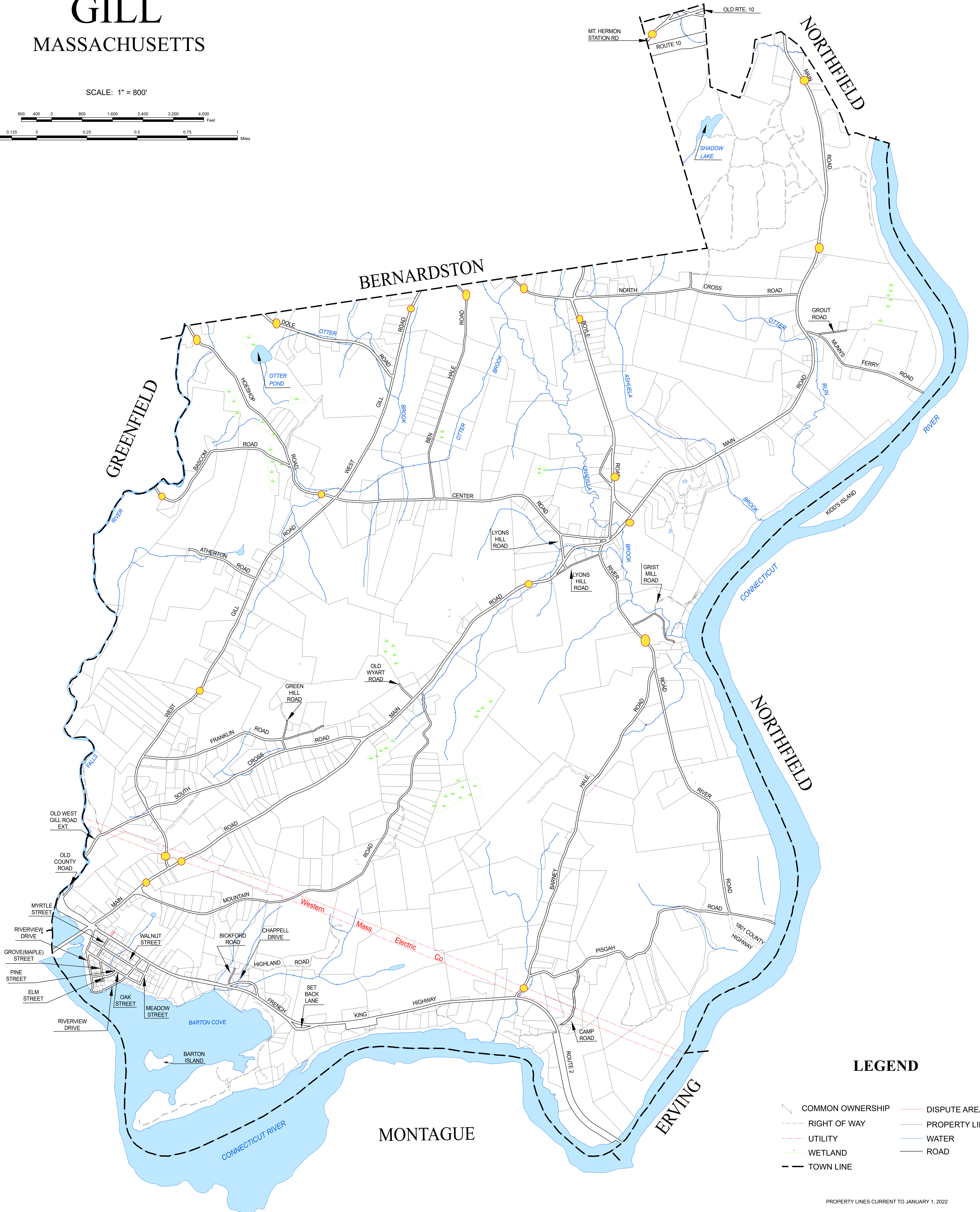
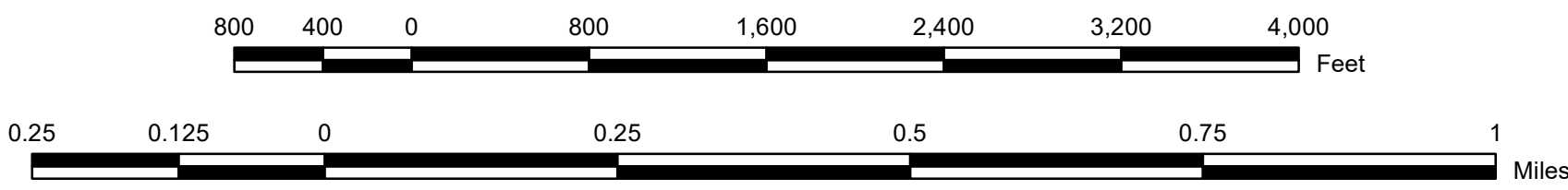


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COMPOSITE MAP
OF
GILL
MASSACHUSETTS



SCALE: 1" = 800'



LEGEND

- | | |
|------------------|---------------|
| COMMON OWNERSHIP | DISPUTE AREA |
| RIGHT OF WAY | PROPERTY LINE |
| UTILITY | WATER |
| WETLAND | ROAD |
| TOWN LINE | |

PROPERTY LINES CURRENT TO JANUARY 1, 2022

NOTES

This map is based on the Town of Gill's property assessment maps. They were prepared in 1982 by Gordon E. Ainsworth & Associates, Inc. and have been revised, updated and maintained by CAI Technologies Inc. The Property Maps were digitized in 1998 by CAI Technologies and Georeferenced to the Massachusetts State Plane Coordinate System, NAD 83 Feet, using U.S.G.S. 1:24,000 scale digital line graphs of the road centerlines for horizontal control. This map is intended for reference and planning purposes only.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“**MOA**”) is made and entered into by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“**MassDOT**”) and the CITY/TOWN of _____, a municipal corporation within the Commonwealth of Massachusetts, having offices at _____ (“**Municipality**”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

WHEREAS, MassDOT has developed a program by which it provides municipalities with bike passage signage described in Exhibit A (“**Signage**” or “**Signs**”) for installation in **municipally owned public roadways** as a tool to reduce vulnerable road user fatalities; and

WHEREAS, Municipality desires to participate in the program and has requested Signage to install in the municipally owned roadway(s) identified in Exhibit B (the, “**Locations**”); and

WHEREAS, Municipality has agreed to install and maintain the Signage at the Locations in accordance with the terms provided herein (“**Project**”); and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Project as set forth in this MOA.

NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Signage.

- (a) MassDOT will provide Municipality with the Signage described in Exhibit A. MassDOT will fund the entire cost of the Signage, including the cost of delivery to Municipality. Title to the Materials will pass to Municipality upon delivery.
- (b) It is understood and agreed that MassDOT’s procurement of the Signage is contingent upon availability and continued appropriation of federal and/or state funds, and if for any reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this MOA in whole or in part.

2. Installation.

- (a) Municipality, at its sole expense, shall install the Signage at the Locations. Aside from

the materials provided by MassDOT, Municipality shall provide all necessary labor, materials, equipment, and other services necessary to install the Signs in accordance with vendor specifications.

- (b) Each Sign must be installed in conformance with the requirements of Section 2 of the 2009 *Manual of Uniform Traffic Control Devices (MUTCD)*.
- (c) Municipality is solely responsible for evaluating the specific site constraints for each Location and for providing all necessary traffic control devices and/or police details necessary to safely complete the Project.
- (d) Municipality agrees and acknowledges that the Signage must be installed within the public layout on a municipally owned roadway. Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the completion of the Project prior to installing the Signage.
- (e) Municipality shall install each Sign within ninety (90) days of its delivery to Municipality. If Municipality cannot complete the installation within the ninety-day period, Municipality shall promptly, at its sole expense, return the uninstalled Signs to MassDOT by delivering the Signage to the location designated by MassDOT.
- (f) Upon the completion of the Project, Municipality shall provide MassDOT with photographic documentation of the installed Signage, along with documentation evidencing the date of installation for each Sign.

3. Future Maintenance.

Municipality shall, at its sole expense, be responsible for the maintenance and upkeep of the Signage used for the Project. Municipality shall maintain the installed Signs in good repair throughout the Signs' useful life. MassDOT shall not be responsible for the replacement of the Signs at the end of their useful life. Notwithstanding anything contained herein to the contrary, Municipality's maintenance obligations shall survive the expiration or termination of this MOA.

4. Term.

This MOA shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein, shall expire on **August 31, 2025.**

5. Termination.

This MOA may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this MOA, except to the extent that the mutual agreement terminating this MOA so specifies.

MassDOT may, by written notice to the Municipality, also terminate this MOA if the Municipality neglects or fails to comply with any provision of this MOA in accordance with its terms or within the time specified for performance herein. In the event this MOA is terminated pursuant to this provision or Section 1(b) above, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

6. Compliance with Laws.

Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

7. Indemnification.

To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. The foregoing indemnification obligations shall survive the expiration of this MOA.

8. Successors and Assigns.

This MOA shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOA may not be assigned without the prior written consent of MassDOT.

9. Notice.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza
Boston, MA 02116
Attention: Neil Boudreau
Assistant Administrator for Traffic & Safety

If to Municipality: _____

Attention: _____

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

10. Authority.

The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.

11. Miscellaneous.

This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this

MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOA to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

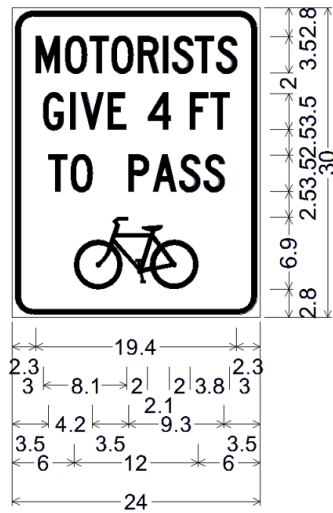
By: _____
Name:
Title:
Date:

MUNICIPALITY

*Please use a digital signature if available to you. If not available, please print and sign the completed form, scan, and email an attachment of the signed copy.

By: _____
Name:
Title:
Date:

Exhibit A



bike passing - under 35 mph;
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
 "MOTORISTS", C 2K 75% spacing;
 "GIVE 4 FT", C 2K;
 "TO PASS", C 2K;
 Bicycle;



bike passing 35 mph +;
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
 "MOTORISTS", C 2K;
 "GIVE 4 FT", C 2K;
 "TO PASS", C 2K; Bicycle;

Signs shall be mounted on single 2.25 inch by 2.25 inch square tube posts conforming to Subsections 840.60 and M8.18.3 of the MassDOT Standard Specifications. Signs shall be installed in accordance with the requirements and guidance provided in Section 2A.16 and Figure 2A-2 of the MUTCD.

Exhibit B: Sign Delivery Information

Town _____

Total Small Signs _____

Total Large Signs _____

Delivery Point of Contact

Name _____

Phone Number _____

Email Address _____

Delivery Location

Address _____

Town _____

Zip code _____

Anticipated Installation Location Street Name List:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.