

TOWN OF GILL

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



www.gillmass.org

SELECTBOARD MEETING MINUTES

October 24, 2011

Call to Order: The meeting was called to order at 4:30pm.

Present: Randy Crochier, Ann Banash, and John Ward, Selectboard members; Ray Purington, Administrative Assistant.

Others Present: Claire Chang, Chris Curtis, Ken Elstein, David Detmold (at 4:45pm), Kevin Chickering (at 5:00pm), Glen Ayers (at 5:00pm)

Electricity Aggregation Agreement: Ken Elstein, Electricity Specialist with the Hampshire COG, met with the Selectboard to discuss and answer questions on a proposed agreement between the Town and the HCOG. Ken explained that during the initial 6-month power supply contract the HCOG does not intend to be a supplier or broker of electricity. As the program evolves, he does expect they will offer a Green Energy option for consumers who want to purchase electricity generated by "green" methods (solar, wind, etc.) For other questions about the agreement, especially relating to concerns about opt-out fees and a need for a section that addresses town-initiated termination of the agreement, Ken encouraged the Board to mark-up the agreement with their requests and suggestions, and the HCOG will consider it. Ken left at 5:09pm.

Unregistered Motor Vehicles at 444 Main Road: Glen Ayers, Gill's Health Agent, met with the Selectboard to discuss his email dated 10/14/11 and to request authorization to enforce on their behalf the Town's bylaw on unregistered motor vehicles. Randy recused himself from the discussion and left the Selectboard table. Ann, as Clerk, ran the meeting. Glen explained that he has been working for two years to get the property at 444 Main Road cleaned up, and that other attempts have been made off-and-on for years prior. On August 14th Glen issued the owners a 30-day order to correct various health code violations. Some progress has been made, but not enough, so Glen wants to step up enforcement. Ultimately Glen expects the matter to land in Housing Court for a determination, and he would ask the court to issue a clean-up order or allow the Town to clean-up the property at the owner's expense by way of a lien on the property.

Kevin Chickering, an abutter whose home is directly behind the property, outlined his concerns and frustrations to the Selectboard, citing foul and noxious odors, a "spite fence", and an inability to sell or rent his property. He stated that the property has been an eyesore and unlicensed junkyard for the 12 years he has owned his place. He encouraged the Selectboard to support enforcement of the unregistered motor vehicle bylaw.

John made a motion, seconded by Ann, to authorize Glen Ayers to move forward with clean-up efforts at 444 Main Road as outlined in the 10/14/11 email, and to authorize Glen to enforce the Unregistered Motor Vehicle Bylaw on behalf of the Selectboard. The motion passed by a vote of 2 in favor, 0 opposed, 1 recused.

Kevin inquired about possible groundwater contamination because of the site, and whether water and soil testing could be done. Glen answered that he will check on the possibility of involving the Mass. DEP as part of the enforcement and/or cleanup, and will see if Brownfield funds are available to pay for a site assessment. Kevin and Glen left the meeting at 5:25pm. Randy returned to the Selectboard table as Chair.

Recreation Committee Update & NMH Soccer Field Lease: Rose Levasseur joined the meeting at 5:25pm to provide the Selectboard with an update on Rec Committee activities. Rose praised Deb Loomer for the financial skills she provides as part of the Committee. Rose also noted that their fall soccer program is in full swing with 4 teams totaling 32 children. They are using NMH soccer fields this year, but hope to move the program to the Gill

Elementary fields. For this to happen, regulation-size soccer goals will need to be purchased, and a port-a-potty will need to be rented.

Basketball season will be starting soon, with signups scheduled for November 12th from 9-11 at Town Hall. Ray will put the signup forms on the website once they are available. The program still needs volunteers who will commit to coaching a team. If there are insufficient kids signed up for the K-1 skills group/team, the Rec may try to combine our kids with a similar group from Montague Parks & Rec.

With respect to a no-cost lease between the Town and NMH for the use of their soccer fields this season, Ann made a motion, seconded by John, to authorize the Chair to sign the lease with NMH. The vote was unanimous in the affirmative and the lease was signed.

Minutes: John made a motion, seconded by Ann, to approve the minutes of 10/11. The vote was unanimous in the affirmative.

Public Health District Incentive Grant: The Board briefly discussed the final Public Health District model being recommended by the Franklin County Planning Group. Little has changed in the plan since Phoebe Walker presented the model to the Selectboard and Board of Health several weeks ago. The next step, if the Town wants to be part of a grant application for implementation funds, is for both Boards to sign a Local Support Documentation Form which outlines the Town's understanding and intent to comply with the various goals and requirements of the Public Health District Incentive Grant Program. John made a motion, seconded by Ann, to authorize John to sign the form on behalf of the Selectboard. Ann disclosed that she is a regionally elected member of the FRCOG's Executive Committee, and Randy disclosed that he is an elected member of Gill's Board of Health and has been serving on the Planning Group studying the Public Health District. The vote was unanimous in the affirmative, and the form was signed.

Public Safety Complex Boiler & Painting: Ray distributed copies of an email from Jeff Baird, the Commercial HVAC Sales Rep for FW Webb who has helped develop the recommended 2-boiler replacement for the Public Safety Complex. John noted that he has discussed the proposed replacement with Bart Bales (Gill resident and expert on efficient heating systems), and Bart agrees that the 2-boiler solution is better than a one-for-one replacement in terms of efficiency and fuel savings. While there is roughly a \$20,000 price difference between one boiler and two, that is only a 4-5 year payback based on conservative estimates of fuel savings. Ray and Mick LaClaire, Highway Superintendent, will continue to work on bid specifications, advertisement of the bid, meeting with the Capital Improvement Committee and Finance Committee, and scheduling a special town meeting.

A Community Service crew of inmates from the Franklin County Jail will be painting the outside of the PSC, as well as freshening up the sign at the front of the building and adding a color-coded stripe to the front wall (red for Fire, blue for Police, and yellow for Highway). They will also re-roof a small roof over the training room entryway, and paint the Highway Dept's break room. Other than paint and materials, there is no cost for the work.

Siemens Project Update: The new boiler is operating, and except for a weekend steam leak in one of the classrooms, seems to be performing well. The leak was repaired by Siemens (at their expense), and the District is still determining costs related to damaged books and materials. Temperature setpoints throughout the building are still being fine-tuned by Siemens personnel; the computer for the EMS still needs to be delivered and programmed, and then EMS software training will occur. Also, Ray noted that the next 25% of the EECBG grant (\$37,500) has been approved by DOER for release to Gill.

FY12 Cultural Council Grant: Ann made a motion, seconded by John to accept the FY12 Massachusetts Cultural Council grant of \$3,870 and authorize Randy to sign on behalf of the Selectboard. The vote was unanimous in the affirmative.

Hampshire COG Municipal Solar: Ray reported that the Hampshire Council of Governments is working to issue an RFP for interested communities to procure a solar photovoltaic vendor that communities can use on solar projects on town-owned land and buildings. Ray has already submitted a list of potential Gill sites to the HCOG – Sewer Pump Station, Riverside Municipal Building, Mariamante land, Public Safety Complex, Highway Storage Shed, Highway Salt Shed, Town Hall, and Gill Elementary. Because towns cannot add sites to the list once the RFP is issued, the Board suggested that the Boyle Lot also be added. The Slate Memorial Library is not on the list because it has a slate roof, and the site is not solar-friendly.

Surplus Equipment: Ray presented a request from the Highway Superintendent to declare as surplus the old body from the 1990 highway truck and the pull-behind road sweeper. Ann made a motion, seconded by John, to declare said items as surplus equipment of the Town. The vote was unanimous in the affirmative.

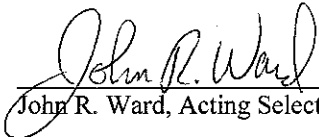
Regional Dog Kennel: Ray reported on a 10/18 meeting he attended of the group that is studying the feasibility of a regional dog shelter to be staffed by a Sheriff's Department employee and jail inmates. The kennel will be located in Turners Falls at the existing Montague kennel next to their transfer station. It is hoped that the program can start January 1st, 2012, but town assessments are still being developed, which may affect town participation and startup timing. The Sheriff's budget will cover the personnel costs, and it is hoped that grants and donations will cover the first year of operating costs. Depending on the assessment, Gill could pay its share using Dog Fund revenues.

FCCIP Assessment Formula: The Franklin County Cooperative Inspection Program, which Gill uses for its building, plumbing, gas, and electrical inspections, is reviewing its assessment formula, with a goal of establishing a new formula in time for FY13. The current formula uses a delayed 3-year rolling average, with each town keeping the permit fees. The FCCIP is hoping to base the new formula on lower town assessments, but the program will keep the fees that are collected.

Warrant: The Board reviewed and signed FY 2012 warrant #9.

Adjournment: The Selectboard meeting adjourned at 6:35 p.m.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



John R. Ward, Acting Selectboard Clerk

Ray Purington/Gill Selectboard

From: Glen Ayers [glenayers@frcog.org]
Sent: Friday, October 14, 2011 2:02 PM
To: Gill SB :
Cc: Gill BOH ;; Ray Purington/Gill Selectboard
Subject: auto junk yard at 444 Main Rd

Dear Gill Select Board,

For more than two years I have been trying to get the owner of 444 Main Road to clean up their property which contains an abandoned mobile home trailer, numerous vehicles, large piles of swill, and excessive quantities of junk and debris. While some minor progress was made initially, overall the condition of the property remains unacceptable. I prefer to work with property owners in a cooperative manner, but I believe I have been more than patient. The owner was issued a 30-day Order by the Board of Health on Aug 14, 2011 and has begun to slowly dismantle the mobile home, but the site still contains large amounts of metals, plastics, equipment, garbage, construction debris, tires, automobiles and car parts, and in general the property appears to be a junk yard.

The owner was cited for having numerous vehicles on the property, both inside and outside of the "spite" fence that was erected behind the workshop on the parcel. I would like to see all of the vehicles that are being stored out-of-doors removed. I believe that the abandoned vehicles constitute a threat to public health and are a likely source of potential groundwater contamination; present a public safety threat, especially in the event of a fire or other emergency response; and qualify as a blight on the nearby properties. The property contains an abandoned cellar hole with a collapsed roof/cover that also constitutes a public health and safety threat.

I am proposing that the Select Board and the Board of Health consider a joint enforcement action. In conjunction with the Board of Health effort, I would like to ask the Select Board to begin enforcement of the Town's Bylaw that prohibits the accumulation of unregistered motor vehicles, and provides for a \$25 per day fine. I think this enforcement would provide additional motivation for the property owner to remove the vehicles that are stored on-site. I expect that this case will be proceeding to Housing Court and that we will be asking the court for a "Clean and Lien" order. If we were working together on the effort, I could incorporate the payment of any fines owed to the Town into the complaint against the owner.

Please let me know if you would like to discuss the enforcement of the Abandoned Vehicle Bylaw at an upcoming Select Board meeting. I could be available for Monday 10/17 or 11/24 at 4:30 pm.

Sincerely,

Glen Ayers

UNREGISTERED MOTOR VEHICLE Passed August 21, 1979
Amendment underlined passed May 7, 1988
Amendment double underlined passed April 10, 1990

"The keeping of more than two unregistered motor vehicles assembled or disassembled, except by a person licensed under General Laws, Chapter 140, Section 59, on any premises shall not be permitted in a residential or residential-agricultural district. The keeping of more than one unregistered motor vehicle, assembled or disassembled except by a person licensed under General Laws, Chapter 140, Section 59, on any premises shall not be permitted in the Village Residential District.

This article shall not apply to motor vehicles which are designed and used for farming purpose, contractor's equipment or vehicles which are considered antique motor vehicles. This article shall not apply to landowners who store motor vehicles out of sight of abutters and public ways. Whoever violates any provisions of this article of the bylaws shall be liable to a penalty of twentyfive dollars (\$25.00) per day for each day of violation, and each day of violation shall constitute a separate offense hereunder, commencing ten (10) days following date of receipt of written notice from the Board of Selectmen in accord with Chapter 40, Section 21 of the General Laws of Massachusetts as amended.

Approved by Attorney General Nov. 21, 1979

Amendment underlined approved by Att. General May 19, 1988

Amendment double underlined approved by Att. General June 8, 1990

GLEN A. AYERS, R.S., C.H.O.

FRCOG Regional Health Agent

Massachusetts Registered Sanitarian # 1318

Franklin Regional Council of Governments

425 Main Street, Suite 20, Greenfield, MA 01301-3313

phone: 413-774-3167 ex. 108 cell: 413-834-5729 fax: 413-774-3169

email: glenayers@frcog.org

No virus found in this message.

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Version: 2012.0.1831 / Virus Database: 2090/4551 - Release Date: 10/14/11

CHAPTER 111. PUBLIC HEALTH

Section 30 Agents; appointment; inspections

Section 30. Boards of health may appoint agents or directors of public health to act for them in cases of emergency or if they cannot conveniently assemble, and any such agent or director shall have all the authority which the board appointing him had; but he shall in each case within two days report his action to the board for its approval, and shall be directly responsible to it and under its direction and control. An agent or director of public health appointed to make sanitary inspections may make complaint of violations of any law, ordinance or by-law relative to the public health.

TEMPORARY LEASE AGREEMENT
between
NORTHFIELD MOUNT HERMON SCHOOL
and
The Town of Gill Recreation Commission

1. **PARTIES:** Northfield Mount Hermon School of Mount Hermon, Massachusetts, (hereinafter referred to as "LESSOR"), which expression shall include its heirs, successors and assigns where the context so admits, does hereby lease to **The Town of Gill Recreation Commission** hereinafter referred to as LESSEE"), which expression shall include its successors and assigns where the context so admits.
2. **PREMISES:** The LESSEE hereby leases the following described premises: Location known as the lower soccer fields on the Mount Hermon.
3. **USE OF LEASED PREMISES:** The LESSEE shall use the leased premises only for the purpose of a coed Soccer League.
4. **TERM:** The term of this agreement shall be from **September 2011 to November 2011** – Specific dates based on the availability of the fields.
5. **MAINTENANCE; LESSOR PROPERTY; NO WARRANTY:** During the term of the rental, Lessee agrees to maintain the Premises free of any damage resulting from the event. Lessee will clean and vacate the Premises and remove all equipment property of the Lessee and its vendor(s) promptly by the termination date. Notwithstanding any other provision hereof, the Lessor will not be responsible for Lessee Property and makes no representation or warranty, express or implied, as to the Premises or any buildings, equipment, roads, easements, improvements or fixtures thereon, except that the Lessor is authorized to rent the Premises to the Lessee pursuant hereto.
6. **RENT:** In consideration of this Lease, the LESSEE agrees to pay Northfield Mount Hermon School by certified check or money order a **N/A** upon execution of this contract.
7. **ADDITIONAL PERSONNEL:** N/A
8. **USE OF NAME:** The name of Northfield Mount Hermon School shall be used by the LESSEE in promotional materials only to indicate travel directions to the leased facility.
9. **INSURANCE:** LESSEE shall provide and maintain, at its own expense, the following insurance, if applicable:

_____ Worker's Compensation and Employer's Liability Insurance covering each and every worker employed in conjunction with lessee's occupancy and/or use of these premises.

 x General Liability Insurance, on an "occurrence" basis, for bodily injury, property damage, personal injury, and contractual liability, (to specifically include coverage for the indemnification clause of the Temporary Lease Agreement) all listing Northfield Mount Hermon

School as an "additional" insured with a minimum limit of \$1 million per occurrence/\$2 million general aggregate with such aggregate applying separately to this location.

_____ Automobile Liability Insurance covering all owned non-owned and/or hired motor vehicles to be used in conjunction with this Temporary Lease Agreement with a minimum combined single limit of \$1 million bodily injury and property damage.

_____ Umbrella Liability Insurance covering over the Employer's Liability, General Liability and Automobile Liability referenced above with a minimum of \$5 million.

_____ Liquor Liability Insurance if liquor is to be served for a charge or if a permit is otherwise required with a minimum limit of \$1 million.

_____ Lessee's insurance companies are to be licensed as "admitted" carriers in Massachusetts with an A.M. Best rating of "A+" or otherwise acceptable to Northfield Mount Hermon School.

Lessee shall furnish a certificate from its insurance carrier to Northfield Mount Hermon School before commencement of this Lease, showing that it has complied with the above requirements and providing that the insurer will give Northfield Mount Hermon School 30 day's prior written notice of the cancellation or non-renewal of any of the foregoing policies. In the event that the LESSEE fails to do so, Northfield Mount Hermon School shall have the right to cancel this contract in which case all deposits paid by the LESSEE shall be returned.

10. INDEMNIFICATION: The LESSEE shall indemnify, defend and hold Northfield Mount Hermon School, its directors, officers, trustees and employees harmless with respect to any and all liabilities, damages and/or other expenses, including attorney's fees, which may be imposed upon, incurred by, or asserted against Northfield Mount Hermon School by reason of (a) any failure on the part of the LESSEE to perform or comply with any conditions required to be performed or complied with by the LESSEE under this agreement, or (b) any injury to person or loss of or damage to property of any nature whatsoever, sustained or occurring on the leased premises or otherwise related to this Temporary Lease Agreement, except for any injury or loss or damage that is the sole result of the gross negligence or willful misconduct of Northfield Mount Hermon School.

11. EXECUTION OF LEASE: It is understood that this lease shall not be binding on Northfield Mount Hermon School until accepted and signed by a duly authorized agent for the School.

12. MODIFICATIONS: No changes to this agreement shall be considered binding unless attached in writing to this document and signed by both the LESSOR and the LESSEE.

13. TERMINATION: This lease may be terminated by either party with or without cause (to be determined by LESSOR) provided fifteen (15) days advance notice is given the affected party.

14. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any laws of any municipal by-law or ordinance in force in the Town of Gill, Massachusetts.

15. **GOVERNING LAW:** This agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts.


16. **MARGINAL HEADINGS; PRONOUNS:** The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. 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.

17. **ADDITIONAL RESTRICTIONS** (if any): No smoking in any NMH Building or on NMH Grounds. Parking is restricted to designated areas only and security of valuables is the responsibility of the LESSEE.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals this 24th day of October, 2011.

LESSOR: Northfield Mount Hermon School

10/13/11
Date


Name: Richard T. Wood
Title: Treasurer and CFO

10/24/11
Date

LESSEE: 
Name: RANDY CROZIER
Title: Selectboard Chair

Date

Name:

Title:

ATTACHMENT A

Public Health District Incentive Grant Program
LOCAL SUPPORT DOCUMENTATION FORM



Name of Proposed District: Franklin County Cooperative Health Department

Municipalities Included in Proposed District: Gill

Check each box below to confirm that the applicants understand and intend to comply with the performance goals and requirements of the Public Health District Incentive Grant Program. Provide an explanation in Section 5 of the Application Narrative for any box that the applicants do not check.

The undersigned, duly authorized representatives of their municipalities, affirm that if awarded with an implementation grant, the Applicants will:

- Implement plans described in Narrative Section 5 for the proposed district, including governance, financial management, workforce qualifications, Board of Health training, and developing the proposed model of sharing staff and services.
- Implement plans described in Narrative Section 5 for required services of the district, including addressing specified responsibilities of Boards of Health, joining and utilizing MAVEN, completing and publicizing findings of a community health assessment, and conducting a sustained, district-wide initiative to promote healthy weight and/or prevent and reduce tobacco use in the district's combined population.
- Submit periodic financial and program reports as required by MDPH.
- Cooperate in an independently funded evaluation of the District Incentive Grant program.
- The Applicants affirm that funds provided under this program will be used to augment rather than offset current municipal spending for public health staff or services.

Signed on behalf of the Applicants (Form must be signed by the municipal chief executive and authorized Board of Health representative or health commissioner from *each* Applicant municipality. Original signatures are required. Attach additional signature pages, if necessary. Applicants may duplicate this form, if desired, in order to gather required signatures on multiple copies of the form.)

John R. Ward
Signature

John R. Ward
Print Name

Town of Gill
Municipality

Selectboard Member
Title

Signature

Print Name

Municipality

Title

Mick LaClaire

From: "Jeff Baird" <sls164@fwwebb.com>
To: "Mick LaClaire" <Highway@gillmass.org>
Cc: <joel@tognarelliheating.com>; "Michael Kennedy" <mk@fwwebb.com>
Sent: Wednesday, October 19, 2011 11:24 AM
Subject: RE: question on boilers

Mick,

I'm sure I can shed a little light on what the savings will be, and where they would come from. First let me tell you that the existing distribution system in the building is a big energy consumer. The existing system is part steam/ part water system that is maintaining temperature in the boiler. This is something that must be addressed to see any real fuel savings. The piping system there is somewhat of a potpourri of added on run-outs of both steam and water piping which is all uninsulated piping. The heat distributors also in the highway dept side were grossly undersized which results in a thermostat that will never satisfy and a large boiler that will always run. Lastly on the distribution side there was limited zoning. Basically most of the zones that are existing excluding the two water zones, are just thermostats that turn on a fan while steam continues to migrate through the piping system whether is a call for heat in that area or not.

In the proposed scope I did, which was only the first quote you received. I addressed all the above issues as inexpensively as possible.

- 1, converting the existing system entirely to hot water using some existing piping.
- 2, Insulate entire piping system
- 3, Add three new properly sized hot water unit heaters to the Highway. And move existing one to rescue storage bay.
- 4, Zone the entire system to 7 individual zones with setback thermostats and lockable covers. To heat individuals zones to temps as required

These changes to the existing distribution system alone would gain approximately 15-20% fuel consumption savings

Now by converting to hot water boilers we can do a few things that help you save fuel. My proposed scope for the project was two Buderus Boilers piped in Primary/Secondary fashion. Here is how this will save fuel

The max load for the building was just under 500,000 BTU's. This amount will only be required will 3-5% of the time and approximately only half of the total load will be required 60% of the time. By having multiple smaller boilers you obviously have the benefit of firing just one smaller boiler than one large *95% of the time oversized boiler*. This in itself has a few advantages such as being able to alternate the boilers so as to wear evenly and last twice as long. By bringing the boilers down to a smaller BTU level that any burner service company can service for a fraction of the commercial boiler parts and labor/travel rates etc. In addition a water system can utilize the **outdoor reset control**. This will continually and instantaneously adjust its rate of heat delivery to match the heat loss of the building it serves. This is reflective of the changing outdoor temperature. The indoor air temperature would remain rock stable. There would be no difference in comfort regardless of outside conditions.

If you add up your ability to use only one boiler at a very low temperature because that is all that is required, for example its 40 degrees outside and only the Police Station zone is calling for heat. You would now have the ability to match the present required load of the building.

The fuel saving due two multiple boilers broken down to multiple zones with an outdoor reset control system would save an additional 15-20%

Please understand a couple things.

My estimates are actually conservative and would not be surprised to hear of 50% fuel savings first year if done according to my original design only.

I completed this mechanical design and scope at no charge for Gill a neighboring town of mine which was attempting to save as much upfront money as possible.

I am aware that My Company may not even sell the products required .And F.W Webb Company or I offer no guarantees.

Sincerely,

Jeff Baird

Jeff Baird
Commercial HVAC Sales

F.W. Webb Company
Springfield, Ma
Office 413-781-1700
Fax 413-781-1705
Northampton, Ma
Office. 413-586-8100
Fax. 413-586-6280
Cell. 413-222-8515
Sls164@fwwebb.com

From: Mick LaClaire [<mailto:Highway@gillmass.org>]

Sent: Tuesday, October 18, 2011 10:39 AM

To: sls164@fwwebb.com

Subject: question on boilers

Hi Jeff, Mick LaClaire from Gill Hwy dept. here to ask a question the selectboard asked me to find out. Joel has given us the proposals for the two different senario's - I need to know what cost savings the boilers will give us as far as fuel usage? I have the figures, we used the last 2 years -about 3500gals the 1st year and 3800gals about last yr. I know we talked about savings the day you were here, and I am sure we will see savings, but the selectboard asked i calculate it, but I dont know what the boilers will have for nozzle sizes or the daily run time- I know that all depends on the temp settings and air temps in and out. can you help?

Thanks again

Mick

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Gill Town Hall (and d/b/a): 325 Main Road Legal Address: (W-9, W-4, T&C): Gill MA 01354-9758 Contract Manager: John R. Ward, Board of Selectmen Chair E-Mail: administrator@gillmass.org → RANDY CROCHIER Phone: 413/863-9347 Fax: 413/863-7776 Contractor Vendor Code: VC6000191798 Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave. 3rd Fl., Boston MA 02116 Billing Address (if different): Contract Manager: Michael Nagle E-Mail: Michael.Nagle@state.ma.us Phone: 617/727-3668 x323 Fax: 617/727-0044 MMARS Doc ID(s): RFR/Procurement or Other ID Number:
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<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

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.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 3,870

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 (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 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 of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of July 1, 2011, 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, 2012, 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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, 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:
 X: [Signature] Date: 10/24/11
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Randy Crochier
 Print Title: Selectboard Chair

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Charles G. McDermott
 Print Title: Deputy Director

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Randy Crochier	Selectboard
John R. Ward	Selectboard
Ann H. Banash	Selectboard

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 10/24/11

Title: Selectboard Chair Telephone: 413 863 9347

Fax: 413 863 7775 Email: administrator@gillmass.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.