

TOWN OF GILL

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



www.gillmass.org

SELECTBOARD MEETING MINUTES

January 13, 2014

Call to Order: The Selectboard meeting was called to order at 5:30 PM.

Members Present: John Ward and Randy Crochier

Members Absent: Ann Banash

Others Present: Ray Purington, Admin. Assistant; Janet Masucci, David Detmold, Amanda Doster.

Franklin County Alcoholic Beverage Compliance Initiative: Amanda Doster, Prevention Strategies Coordinator for the Franklin Regional Council of Governments (FRCOG) met with the Selectboard to provide an update about the FCABCI. Gill is one of 15 towns that has participated in this program since 2006. The purpose of the program is to ensure compliance with state and local laws and regulations regarding the sale or delivery of alcoholic beverages to underage persons, and to ensure that violations of liquor laws are treated "seriously yet in a fair and just manner."

Doster reported that to date, no Gill establishment has had a violation during the FCABCI's alcohol compliance checks. The program also conducts Alcohol Purchase Surveys, which sees how effective package stores are at checking identification before selling to of-legal-age younger adults (mid- to late-20s). Training programs (TIPS and MassPacks) have been held in Franklin County as well. Doster was pleased to announce that the program's grant funding has been extended to June 2016. Doster left the meeting at 5:40 PM.

Minutes: Randy made a motion, seconded by John, to approve the minutes from 12/16 and 12/30. The vote was unanimous in the affirmative.

Energy Updates: Nothing new to report.

Sewer I&I Study: Nothing new to report.

Community Shared Solar: Ray explained that the presentation by Ameresco that was supposed to happen at tonight's meeting has been postponed indefinitely. The State just recently released the new guidelines for the SREC-2 program (Solar Renewable Energy Credits, a form of tax incentive to encourage installation of solar energy systems), and the company decided to focus on projects that are already in progress before starting discussions of any new ones. Eric Weiss, the Sustainability Director at the Hampshire COG, has told Ray that the company is still very interested in discussing a community shared solar project for the Mariamante property, and expects they will reschedule a meeting later this year.

UniBank Agreement for Online Payment of BOH Permits: Randy reported that the CPHS Oversight Group is still discussing whether the applicant or Town should bear the cost of any convenience fees for online payments. Regardless of that discussion, however, the UniPay Gold program is the one that will be used. As the agreement with UniBank will be signed by Town Treasurer Ronnie LaChance, Randy made a motion, seconded by John, to support the Treasurer's signing of the agreement with UniBank. The vote was unanimous in the affirmative.

FRCOG 2014 DLTA Projects: The Selectboard discussed a list Local Technical Assistance projects that were proposed by the FRCOG as possibilities for funding in 2014. A project request from several area Energy Commissions for "technical assistance to create a member-owned cooperative that would build a 'Community-Shared Solar' array" was also considered. Feedback on how to rank the various projects was received from Ray, Town Clerk Lynda Hodsdon Mayo, and Collector/Treasurer Ronnie LaChance. All other departments and committees were also invited to provide feedback.

Projects mentioned as being important to Gill included Medical Marijuana, Finance Committee Essentials, Zoning Bylaws, Regional Impacts from closure of Vermont Yankee, Regional Opioid Task Force, and Conservation

Commission Agent. The Selectboard generally concurred with the rankings suggested by Ray, but shifted the ranking of Regional Opioid Task Force from low to medium, and the rankings of Selectboard Continuing Education Workshops and the Regional Service Center from high to medium. Ray will send the rankings to the FRCOG on Tuesday.

Real Estate Liens for Unpaid Sewer Use Charges: Based on a request and list of unpaid sewer taxes from the Tax Collector, and acting as Sewer Commissioners, Randy made a motion, seconded by John, to ask the Board of Assessors to place the 14 listed accounts totaling \$8,582.68 as sewer liens on the FY14 real estate tax bills. There was discussion that this year's list has roughly twice the number of accounts, and twice the dollar amount as the list from last year. The vote was unanimous in the affirmative.

Energy Commission Appointment: Randy made a motion, seconded by John, to appoint Alden Booth to the Energy Commission through June 30, 2014. The vote was unanimous in the affirmative.

6:10 PM Assessors' Clerk Lynda Hodsdon Mayo and Collector/Treasurer Ronnie LaChance joined the meeting.

Roof Leak – Public Safety Complex: Ray reported that the 31-year-old membrane roof on the front section of the Public Safety Complex had multiple leaks on Monday night, January 6th. There was water damage to ceiling tiles, sheetrock ceilings and walls, and carpet in the Police Department lobby and the Police Chief's office. An insurance claim has been initiated.

There was consensus that the roof must be replaced; it has served well beyond its lifetime. The Selectboard favored further research into putting a pitched roof onto the front section of the building, to eliminate future headaches that seem to go along with flat roofs and New England winters. It was suggested that costs could be reduced by doing much of the project ourselves, with the Highway Department and local volunteers, and possibly Tech School students or inmates from the Franklin County Jail's community service program. Ray will look into those ideas, and will contact Kevin Fox in Colrain, where volunteers installed a new asphalt shingle roof on the Town Hall.

FY14 Tax Rate Classification Hearing: The public hearing was opened at 6:20 PM. Speaking as the Chair of the Board of Assessors, Ray explained that this year's rate will be \$16.78, up from \$15.34 in FY13. For the "average single family home" (we have 438), the tax bill will increase 3.6% from \$3,108 in FY13 to \$3,221 in FY14.

Three factors contribute to the rate increase. Total taxable value decreased from \$149,216,042 to \$142,105,491, partially due to a decrease in the assessed value of FirstLight properties, but mostly due to decreases in residential values. There are two new Debt Exclusions that will come onto the tax rate this year – the new police cruiser and the Town Hall roof. Lastly, Town spending from taxation increased within the allowances of Prop 2 1/2.

Ray explained the Assessors have the same four tax classification recommendations as in prior years. They recommend the Selectboard adopt a single tax rate, no open space discount, no residential exemption, and no small commercial exemption. It was explained that Gill doesn't have enough commercial property and value to justify a split tax rate, and a split rate would hurt our businesses without providing very much relief to residential tax bills.

With respect to an open space discount, Gill doesn't use "open space" as an official category of assessment, so a discount is not an option. Residential exemptions could be considered if Gill had a high percentage of second homes. The small commercial exemption could be considered if we had a split tax rate, as a way to give relief to businesses with less than 10 employees.

Ray also informed the Selectboard that the total amount being raised by taxation is \$1,492.86 under the levy limit.

Randy made a motion, seconded by John, to adopt the four tax classifications as recommended by the Assessors. The vote was unanimous in the affirmative. The classification hearing was closed at 6:35 PM. Ronnie LaChance and Lynda Hodsdon Mayo left the meeting.

Turners Falls-Gill Bridge Sidewalk: In response to a newspaper story about accumulated snow on the sidewalk of the recently renovated Turners Falls-Gill Bridge, the Selectboard discussed the question of who is responsible for clearing the sidewalk. In recent years, before the bridge construction began four years ago, a path on the sidewalk was kept shoveled by volunteers. During construction, the contractor was responsible for keeping the sidewalk cleared. This winter the contractor is no longer responsible, as the sidewalk is substantially complete.

Although the Massachusetts Dept. of Transportation plows snow from the traffic lanes of the bridge, DOT does not clear sidewalks from state-owned bridges. It was pointed out that one reason DOT gave for the seemingly excessive number of lights on the bridge is that the lights help to aide pedestrian accessibility. During the winter months, at

least pedestrians can see themselves slip and fall on the state's snowy, icy sidewalk! It was humorously suggested that perhaps the lights' brightness could be increased even more, and then the snow would melt off from the heat!

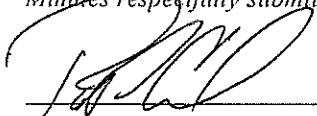
The Selectboard asked Ray to contact his counterpart in Montague to see if Montague would be interested in joining Gill to look at possible solutions to keep the sidewalk clear and safe. It was pointed out that a 1950 town meeting vote in Gill raised similar concerns with snow removal from the same sidewalk. It is not a new problem!

David Detmold and Janet Masucci left the meeting at 6:55 PM.

Warrant: The Board reviewed and signed FY 2014 warrant #15.

The meeting adjourned at 7:30 PM.

Minutes respectfully submitted by Ray Furlington, Administrative Assistant.



Randy P. Crochier, Selectboard Clerk

**AGREEMENT FOR THE PROVISION OF ONLINE TAX AND FEE
COLLECTION SERVICES THROUGH UNIPAY GOLD**

UniBank For Savings (“UniBank”) and the Town of Gill, a Massachusetts organization, with an office at, 325 Main Road, Gill, MA 01354-9758. (“The Customer”) hereby enter into the following agreement (“the Agreement”) effective as of January 1, 2014 (the “Effective Date”) for the provision of internet-based tax and fee collection services here and after referred to as *UniPay Gold*.

(1) Authority; Application of Massachusetts General Laws:

The Customer represents and warrants that it has obtained all appropriate and necessary authorizations from any required committees, including any authorization required of the board of selectmen, the town council or any other municipal authority to enter into this Agreement with UniBank for the collection of certain taxes and other payments owed to the Customer and that the execution and performance of this Agreement by the Customer is consistent with all applicable general and special laws of the Commonwealth regarding the Customer.

The parties further represent and warrant that it and each person signing on behalf of such party has full legal capacity to enter into and perform the obligations of this Agreement without further approval and that entering into this Agreement does not violate any other obligation to which it is subject.

The parties acknowledge that payments received by UniBank pursuant to this Agreement shall be subject to the provisions of Chapters 44, 60 and 60A of the Massachusetts General Laws (the “MGL”) as stated in Chapter 60, §2A thereof.

(2) Description of *UniPay Gold* services to be provided:

The Customer acknowledges that the *UniPay Gold* service is an alternate payment system for its residents/customers using certain software and online functions accessed through the internet and developed by UniBank that UniBank agrees to make available to Customer pursuant to the terms and conditions hereof. Payment requests received through this online system shall be processed based on the options established by the Customer, and using the payment methods made available by UniBank. These methods may include credit and debit card payments or electronic ACH transactions from residents’/customers’ bank accounts into Customer’s bank account at UniBank. Payments made by credit or debit card are subject to the operating rules and regulations of the card issuer. UniBank shall not be liable to Customer for any changes to the services required by the card issuers or other intermediary processors, or for any inability to provide credit or debit card processing services as a result of the withdrawal of authorization from the issuing companies. In the event of any such changes or withdrawal of authorization affecting UniBank’s ability to provide services under this Agreement, UniBank shall provide the Customer with written notice within five (5) business days of the receipt of such notice notifying Customer of either (a) such change to the services required by the card issuers or intermediary processors, or (b) termination of the Agreement by UniBank, which

termination shall be effective upon receipt of such notice by Customer and the provisions of Section 5(b) shall apply.

To assist the Bank in the performance of its duties hereunder, the Customer agrees to provide the Bank, in a prompt and timely manner, with complete and accurate data and information for use in connection with the *UniPay Gold* service regarding (i) Customer residents and clients, (ii) Customer bank accounts, and (iii) all other data and information reasonably requested by the Bank in connection with its duties hereunder, and to promptly correct any errors in such data and information furnished by the Customer upon discovery thereof. The Customer further agrees to enter into and maintain any agreements and/or authorizations with credit and debit card issuers or intermediary processors necessary for the supply of the *UniPay Gold* services hereunder.

Fees for use of this service shall be established and collected by UniBank and are subject to change from time to time as UniBank may require. All fees for other services hereunder shall be as set forth in the Fee Schedule attached hereto as Exhibit A. In the event of a change in any applicable fee, UniBank shall provide the Customer with written notice of the change in fee at least thirty (30) days prior to the effective date of the change.

Funds received via ACH transaction shall be credited to the Customer's selected account at UniBank within two (2) business days. Funds received via credit or debit card transaction shall usually be credited to the Customer's UniPay account at UniBank within 3 or 4 business days depending upon the credit card processor. UniBank shall supply appropriate reporting and reconciliation information to Customer on a daily basis and shall process and credit such payments on the Customer's client's behalf in compliance with the requirements of MGL Chapter 60, i.e., that payments shall be processed and credited by a third party provider to the Customer in the same manner as if the Customer's client's payment had been received that day directly at the office of the tax collector. However, payments to the Customer shall be deemed to be complete only upon final crediting to Customer by the card issuer or other intermediary processor. Prior to such final crediting, any amounts processed by UniBank and credited to Customer's account may be reversed and identifying information shall be supplied to the Customer within two (2) business days of UniBank's receipt of notice of the dishonored payment.

(3) Additional Reporting:

A report of fees charged and collected by credit and debit card companies, intermediary processors and UniBank will be provided by UniBank upon request and by arrangement between UniBank and the Customer.

(4) Term of Agreement:

This *UniPay Gold* Agreement shall be valid for a term beginning on the Effective Date and ending on July 1, 2015 (the "Term") unless Customer notifies UniBank of the termination hereof at least thirty (30) days prior to the conclusion of the Term.

(5) Termination:

(a) In addition to the rights as stated in Paragraph (2), *supra*, each party shall have the right to terminate this Agreement with or without cause by notifying the other in writing of such termination (the "Termination Notice"). The parties' obligations hereunder shall terminate at the close of business thirty (30) days following the day on which the Termination Notice is received by the other party.

(b) Upon such termination, the Customer agrees to remove any hyperlink, URL address, or other connection to the *UniPay Gold* services page or function from its website in cooperation with UniBank. Any payments received by UniBank after the stated termination date shall be credited to the Customer's UniPay account, notwithstanding the termination of this Agreement, and UniBank shall provide to the Customer such reporting and reconciliation information set forth herein.

(c) The party receiving such Termination Notice may request a meeting, within seven (7) days after receipt of the Termination Notice, to attempt to resolve any matter which may have led to the termination. Any adjustment, modification or renegotiation of the agreement terms shall require the mutual approval of UniBank and the Customer. In the event such negotiation is unsuccessful in changing the notifying party's intent to terminate, the Agreement shall terminate at the close of business thirty (30) days following the day on which the original Termination Notice is received by the other party.

(6) Signatures:

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms. Any signature delivered by a party by facsimile transmission, or in "PDF" format delivered or circulated by electronic means, shall be deemed to be an original signature hereto.

(7) Proprietary Rights:

During the Term hereof, UniBank shall grant to Customer and its clients a nontransferable, non-assignable and non-exclusive license to use the software, subject to the restrictions and limitations set forth herein, including any subsequent modifications, enhancements, upgrades and derivative works of and to the systems and all physical embodiments of same ("Licensed Programs") and related material, whether in machine readable form or not, including any user's manuals and materials provided by UniBank in association with the Licensed Programs ("Licensed Materials").

All right, title and interest in and to any and all copyright, trade secret, patent, trademark and other proprietary rights in and to the Licensed Programs and Licensed Material, excluding any third party products embodied or utilized in the Licensed Programs, shall at all times belong to, vest and remain vested in UniBank. Customer agrees that it shall be a material breach of this Agreement for Customer to contest or dispute such ownership in any way.

(8) Confidentiality:

Each party agrees at all times to maintain the complete confidentiality of the competitively sensitive or secret business, marketing or technical information, technology, business processes or procedures and customer information ("Confidential Information") of the other party. Neither party shall permit or authorize access to, or disclosure of, the Confidential Information of the other party to any person or entity other than its employees or advisors who have a "need to know" such information in order to enable such party to exercise its rights or perform its obligations under this Agreement. Neither party shall disclose or supply the Confidential Information of the other party to any non-employee third party without the prior written approval of the other party, which approval shall not be unreasonably withheld, provided the requesting party can demonstrate a need for such disclosure in order to comply with its obligations hereunder. Notwithstanding the foregoing, each party may provide Confidential Information of the other party to its affiliates, processing intermediaries, contractors, and third party service or product suppliers to the extent necessary to provide or take advantage of the services to be provided to the other party hereunder, provided that such third party is subject to agreement including a substantially similar confidentiality provision to the terms hereof. Either party may disclose portions of the Confidential Information of the other party to the extent such disclosure is required by any rule, law, regulation, court, court order, or government or quasi-government agency, provided the party required to make such disclosure notifies the other party of the applicable legal requirements before such disclosure occurs and assists the other party to obtain such protection as may be available to preserve the confidentiality of such information and/or to obtain a protective order narrowing the scope of such disclosure. Both parties shall comply with any and all data protection and destruction requirements set forth under all federal and state laws, regulations, statutes and rules as may apply from time to time. Any breach by either party of such data protection requirements shall give the party suffering such breach the right to immediately terminate this Agreement and to pursue all remedies available to it.

(9) Limitation of Warranties:

UNIBANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PROCESSING SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. IN ADDITION TO THE FOREGOING, UNIBANK MAKES NO WARRANTY OR REPRESENTATION THAT THE PROCESSING SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE.

(10) Limitation of Liability:

UNIBANK SHALL NOT BE LIABLE TO THE CUSTOMER, OR ITS

OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, OR ITS CLIENTS FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES RESULTING FROM A BREACH OF ANY TERM OF THIS AGREEMENT, EVEN IF UNIBANK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(11) Indemnity:

Pursuant to MGL Chapter 60, §2A, UniBank shall indemnify and hold harmless the Customer, its officers, agents and employees, for any claims brought against it or them or losses sustained by it or them on account of the negligence of UniBank, or its failure to perform faithfully its duties and obligations pursuant to this Agreement.

The Customer, to the extent permitted by law, shall indemnify and hold UniBank, its officers, agents and employees, harmless, for any claims, liabilities (including without limitation reasonable attorney fees and costs) and damages incurred by it or them in connection with the breach of the Customer's obligations hereunder.

The parties each agree, to the extent permitted by law, to indemnify and hold harmless the other party, its employees, officers, agents, and directors from any and all losses, claims, expenses (including attorney fees), or other liabilities resulting from or in connection with any claim by a third party as a result of the indemnifying party's breach of its obligations hereunder. Losses subject to indemnification by Customer hereunder include, but are not limited to, any losses incurred by UniBank as a result of any withdrawal of authorization by any card issuers, inability to provide credit or debit card processing services as a result of a decision by the credit card issuer or other intermediary processor outside of the control of UniBank and resulting in losses, damages or charges to UniBank.

(12) Force Majeure:

Neither party shall be in default for failing to perform under this Agreement if such failure arises out of any act, event, or circumstance beyond the reasonable control of the parties hereto, whether or not predicted or foreseeable including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet or any telecommunications services, outside of its control, provided that the party so affected: (a) gives the other prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. The party whose performance is affected by such event of Force Majeure will resume performance as soon as reasonably possible.

(13) Exclusivity:

Customer agrees that it will utilize *UniPay Gold* as its payment processing system for internet-based tax and fee collection exclusively during the Term of this Agreement. Customer shall not contract with, or enter into any agreement with, any payment processor in order to obtain services similar to those offered by UniBank during the Term of this Agreement. Notwithstanding the foregoing, the parties agree that this exclusivity provision shall not apply to similar transactions processed by third party processors pursuant to a written contractual relationship with Customer that existed prior to the effective date of this Agreement, or to any subsequent provider of similar services to the services set forth herein that is approved in writing by UniBank.

(14) Miscellaneous:

(a) Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and each party consents to the jurisdiction of its courts in all actions, proceedings and litigation arising from or related directly or indirectly to this Agreement.

(b) Relationship of the Parties

The parties are independent contracting parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Each party shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Neither of the parties will have the power to bind the other or incur obligations on the other's behalf, including the authority to enter into or modify contracts, letters of intent, term sheets or any other agreements, whether oral or written, on behalf of the other party without the other party's prior written consent.

(c) Notice

All notices, requests, and other communications required or permitted to be given or delivered hereunder to either party must be in writing, and shall be personally delivered, sent by certified or registered mail, postage prepaid and addressed, or by a recognized national overnight courier to such party at the address listed herein, or at such other address as has been furnished by notice given in compliance with this section. All notices, requests, and other communications shall be deemed to have been given upon delivery as evidenced by return receipt, or courier records.

If to Unibank:

*UniBank
49 Church Street
Whitinsville, MA 01588
Attention: UniPay Gold Team*

If to Customer:

Veronica LaChance
Town of Gill
325 Main Road
Gill, MA 01354-9758

Such written requirement shall not apply to communication in the ordinary course of business in the performance of this Agreement.

(d) Assignment

The parties hereto may not assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. UniBank shall, however, have the right to assign its rights and obligations hereunder to any parent company, subsidiary or affiliated companies or to UniBank's successor or the transferee(s) of all or substantially all of UniBank's stock or assets by reason of a merger, consolidation or sale or exchange of assets or other corporate reorganization upon written notice to the Customer.

(e) Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

(f) Waiver

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

(g) Entire Agreement; No Third Party Beneficiary

This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, relating to the subject matter herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by the party expressly so modifying or waiving such Agreement. The terms, conditions, provisions and other undertakings contained in this Agreement shall be binding upon, and shall inure to the benefit of, the respective successors of each party hereto. No person or entity other than UniBank or the Customer or their respective successors shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(h) Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement. Any signature delivered by a party by a facsimile transmission, or in "PDF" format delivered or circulated by electronic means, shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

UniBank
By: Susan E. Kelley
Title: Vice President

Town of Gill
By: **Veronica A. LaChance**
Title: Treasurer/Collector

Exhibit A

Fee Schedule

Until the conclusion of the Term, unless otherwise modified pursuant to the Agreement, the ACH fee per transaction shall be Twenty-Five Cents (\$0.25).

595437



2014 Local Technical Assistance Request Form

Emailed to FMOebe
1/14/14

Please mail, fax to (413-774-3169) or scan and email to walker@frcog.org by January 13, 2014.

Town: Gill

Your Name: RAY PURINGTON Board/Department: Selectboard

Date: 1/14/14

PLANNING PROJECTS -- Please priority rank the projects in which your town is interested	
Rank	Project
	Housing Production Plan. A 5-year plan that outlines strategies to increase affordable housing (as defined Chapter 40B) and gives a town more control over comprehensive permit applications.
	Downtown or Village Center Master Plan. Mixed use, economic development and housing plan including the identification, assessment and mapping of Priority Development Areas and action steps for implementation.
3	Zoning Bylaws. Development of zoning bylaws for village center/ mixed use districts, low impact development, affordable/work force housing, clean energy, or telecommunications facilities. <i>Especially if the State overhauls Ch 40A Zoning Laws</i>
	Open Space and Recreation Plans. Updating of expired plans. <i>Due to contract requirements, work on OSRPs will be limited.</i>
	Green Communities (GC) Act Technical Assistance. Assistance in meeting the GC criteria for towns seeking Green Communities designation including the development of renewable energy facility bylaws and energy use baseline inventories and reduction plans. <i>Due to contract requirements, work on Green Communities will be limited.</i>
2	Medical Marijuana. Technical Assistance for municipalities interested in amending local zoning bylaws to address Medical Marijuana.
	Master Planning – Technical assistance to create Master Plan Chapters related to Housing or Economic Development
1	Regional Impacts from closure of Vermont Yankee – Support of FRCOG involvement to address the economic development and environmental impacts related to the closure of the Vermont Yankee Nuclear Power Plant
	Other planning:

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High Medium Low

REGIONAL PROJECTS - Please priority rank the projects in which your town is interested	
Rank	Project
M	Select Board Continuing Education Workshops. Continue to offer workshops to Select Board members and other public officials (fiscal planning, open meeting law, school finance, etc.)
M	Regional Service Center. Explore feasibility of government (state and federal) service center in partnership with the City of Greenfield.
M	Broadband Adoption. Continue broadband adoption efforts including provide municipalities with technical assistance, market municipal needs to last mile providers, regional aggregation and procurement of broadband services, etc.
M	Regional Opioid Task Force. Support the regional task force headed by DA Sullivan and Registrar of Probate Merrigan to reduce heroin and prescription painkiller abuse and related crime.
L	Human Resources Audit. Conduct audit of municipal human resources capabilities in Franklin County, then create plan to share services to meet identified needs.
M	Finance Committee Essentials. Similar to the Select Board workshops, provide workshops for finance committee members on municipal finance specifics.
M	MGM Aggregation with CDC/CISA: Working with Franklin County Community Development Corporation and the Community Involved in Sustaining Agriculture, develop a plan to provide the western Massachusetts casino with local products (MGM, if awarded the casino contract, intends to buy up to 40% of its needed product locally).
H	FERC Relicensing. Continued support of FRCOG involvement in the relicensing of two CT River hydroelectric facilities on behalf of member towns.
H	Regional Fire. Study to assess feasibility of regional fire prevention officer/fire inspection program. Continue to work to offer regional procurement options for fire departments. Study to assess feasibility of regional fire equipment procurement cooperative.
H	Animal Control. Work with the Sheriff's Office and participating municipalities to find a new location for the shelter. Work with any interested towns in sharing an ACO.
H	Conservation Commission Agent: Develop feasibility study on regional conservation agent/consultant procurement for Franklin County.
L	Regional Library Collaborations. Support for study to explore potential shared programming or staffing among any two or more libraries in interested towns.
H	Other shared services: <i>Community Shared Solar proposal - see attached</i>
	Other shared services:
	Other shared services:

DRAFT DLTA grant application

The towns of Franklin County are requesting \$13,800 for technical assistance to create a member-owned cooperative that would build a "Community-Shared Solar" array in Franklin County, that all WMECO customers could buy into. Note: Over 80% of Franklin County is serviced by WMECO.

Community-Shared Solar is a solar-electric system (photovoltaic (PV system) that provides near-zero carbon electricity and/or financial benefit to multiple community members, who are owners and/or investors of the system. Community-Shared Solar expands access to solar power to those who are unable to install a system on their home or business for any reason. It also could provide power and improve electrical rates for towns that choose to buy any part of their electricity through this system.

Over the past year, members of the energy committees of Greenfield, Gill and Deerfield have been exploring the possibility of building about a 250 KW Community-Shared Solar project, as the first of several such projects. The group has completed preliminary exploration. While other groups around the country have built such systems with a LLC, the group is committed to a member-owned cooperative, so that ownership of the PV system will remain local. To achieve this goal, the group seeks funds for technical assistance in the areas of development of a cooperative entity, submission of necessary legal paperwork, and establishment of securities compliance for members and investors.

The team working on this project has received the following scope of work and estimate from Cutting Edge Capital, and several statements of interest from eligible towns in the FRCOG region.

Cutting Edge Capital is the consultant organization that assisted Real Pickles in developing its cooperative structure. After discussions with Real Pickles and Cutting Edge, we determined that they were likely to give us the most appropriate advice on the development of a Community Shared Solar Cooperative.

Scope of work

Cutting Edge Capital (CEC) will work as follows:

1. Form Limited Cooperative Association and Register it in Massachusetts
 - a. Strategy session: meet with and design the structure and governance of the cooperative
 - b. File articles of organization
 - c. Draft bylaws
 - d. Complete action by sole organizer
 - e. Provide guidance for first organizational meeting
 - f. Draft member disclosures

Timeframe: 3-4 weeks

Fee: \$5,000

2. Complete Required Tax Filings
 - a. Obtain EIN
 - b. Tax filing for election to be taxed under Subchapter K

Timeframe: 1 week

Fee: \$800

3. Securities Compliance for Sale of Memberships
 - a. Assist with the completion of an offering document
 - b. Communicate with the Massachusetts securities regulations to ensure compliance for sale of memberships.

Timeframe: Could take 2-3 weeks
Fee: \$4,000

4. Utility Inter Connection
 - a. Application fee and engineering review

Fee: \$2,000

5. Massachusetts Legal Review
 - a. A Massachusetts' lawyer will review all the above work to ensure it complies with Massachusetts law.

Fee: \$2,000

TOTAL: \$13,800

Monday, January 13, 2014

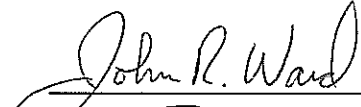
To: Board of Sewer Commissioners


From: Veronica LaChance, Collector-Treasurer

Re: Unpaid Sewer Use Charges

I would like the Board of Sewer Commissioners to request that the Board of Assessors place the amounts listed below as Sewer liens on the fiscal year 2014 Real Estate Tax Bills.

Account	Owner Name	Location	Lien Amount
11300	GIBSON, KEVIN P.	7 GROVE STREET	\$1,599.77
2300	SHAW, KRISTIN E.	46 FRENCH KING HIGHWAY	367.62
3100	STONE, JEFFREY P.	65 FRENCH KING HIGHWAY	1,016.32
3200	WOODS, CHARLENE M.	3 WALNUT STREET	996.15
5800	HWU, SHEUE YING	7 OAK STREET	130.98
6100	WALDRON, SCOTT A.	15 OAK STREET	620.72
6200	LITTLE, TIMOTHY J.	17 OAK STREET	138.13
6300	WOLFRAM, JEFFREY R.	23 OAK STREET	1,466.09
7900	WILLIAMS, SARA	5 RIVERVIEW DRIVE	119.65
800	PLAUSKY, THOMAS E.	10 MAIN ROAD	18.40
8600	THOMPSON, PATRICIA	29 RIVERVIEW DRIVE	852.23
8800	NEWTON, E. TAYLOR	33 RIVERVIEW DRIVE	727.83
8900	NEWTON, E. TAYLOR	35 RIVERVIEW DRIVE	36.80
9300	FRANSEEN, ELIZABETH	41 RIVERVIEW DRIVE	<u>491.99</u>
		Grand Total:	\$8,582.68





Board of Sewer Commissioners

**BUREAU OF ACCOUNTS
CLASSIFICATION TAX ALLOCATION**

GILL

City / Town / District
Fiscal Year : 2014

Return to : Bureau of Accounts, Boston, Springfield, Worcester

1. The selected Residential Factor is ----- 1.000000

If you desire each class to maintain 100% of its full values tax share,
indicate a residential factor of "1" and go to question 3.

2. In computing your residential factor, was a discount granted to Open Space ?
Yes _____ No X

If Yes, what is the percentage discount ? _____

3. Was a residential exemption adopted ?
Yes _____ No X

If Yes, please complete the following :

Class 1 Total Assessed Value	=	<u>111,775,123</u>	X	<u>0</u>	=	_____
Class 1 Total Parcel Count *		<u>0</u>		Selected Res. Exemption %		Residential Exemption

* Include all parcels with a Mixed-Use Residential designation

Applicable number of parcels to receive exemption 0

Net value to be exempted 0

4. Was a small commercial exemption adopted ?
Yes _____ No X

% Selected 0

If Yes, please complete the following :

No. of parcels eligible 0

Total value of parcels 0

Total value to be exempted _____

5. The following information was derived from the LA-7. Please indicate in column D percentages (accurate to 4 digits to the right of the decimal point) which result from your selected residential factor (If a residential factor of "1" has been selected you may leave Column D blank)

A	B	C	D
Class	Certified Full and Fair Cash Value Assessments	Percentage Full Value Shares of Total Tax Levy	New Percentage Shares of Total Tax Levy
Residential	111,775,123.00	78.6564 %	78.6564 %
Open Space	0.00	0.0000 %	0.0000 %
Commercial	10,880,178.00	7.6564 %	7.6564 %
Industrial	13,707,200.00	9.6458 %	9.6458 %
Personal Property	5,742,990.00	4.0414 %	4.0414 %
TOTAL	142,105,491.00	100.0000 %	100.0000 %

NOTE : The information is preliminary and is subject to change.

6. I hereby attest that notice was given to taxpayers that a public hearing on the issue of adopting the tax levy percentages for fiscal year 2014 would be held on (date), (time), at (place), by (describe type of notice).

City/Town/District Clerk

7. We hereby attest that on *January 13, 2014 at 6:15 pm at the Gill Town Hall* (date), (time), at (place) a public hearing on the issue of adopting the percentages for fiscal year 2014, that the Board of Assessors presented information and data relevant to making such determination and the fiscal effect of the available alternatives at the hearing and that the percentages set forth above were duly adopted in public session on (date).

January 13, 2014

8. The LA-5 excess capacity is calculated as 1,492.86
We have been informed by the Assessors of excess levy capacity of 1,492.86

For cities : City Councilors, Aldermen, Mayor
For towns : Board of Selectmen
For districts : Prudential Committee or Commissioners

John R. Ward

_____	(Date)	_____	(Comments)
_____	(Date)	_____	(Comments)
_____	(Date)	_____	(Comments)
_____	(Date)	_____	(Comments)
_____	(Date)	_____	(Comments)
_____	(Date)	_____	(Comments)