Call to Order: The meeting was called to order at 4:45pm.

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

Warrant for 1/17 STM: The Board reviewed and signed the warrant of articles for the Special Town Meeting on January 17, 2012.

2012 License Renewals: The Board signed the ABCC liquor license renewal forms which were not available at the 12/19 meeting. The Board signed a Class 1 license renewal for Green River Honda.

Irene Reimbursements: The Board reviewed two contracts from MEMA for FEMA’s 75% reimbursement of the Town’s expenses for Category A – Debris Removal ($1,289.47) and Category B – Emergency Protective Measures ($3,882.55). Ann made a motion, seconded by John, to accept the MEMA reimbursements and authorize the Chair to sign on the contracts. The vote was unanimous in the affirmative, and the contracts were signed. Town Clerk Lynda Hodsdon Mayo joined the meeting briefly to witness Randy’s signature and apply the Town Seal to one document. According to MEMA the reimbursement contract for Category C – Road Repair is still in the review process.

Open Space & Recreation Plan: Ray reported that the Mass. Dept. of Energy and Environmental Affairs has conditionally approved Gill’s OSRP. There are several sections in the Plan that need additional info, and Mary Praus will address those with help from the Open Space Advisory Committee. Final approval of the Plan is also conditioned on receiving letters of support from the Regional Planning Agency (FRCOG), and Gill’s Planning Board and Selectboard. John made a motion, seconded by Ann, to sign a letter in support of the 2011 Gill OSRP. The vote was unanimous in the affirmative.

Siemens Project Update: Despite a full-day service call last week to work on cleaning and adjusting the burner on the new boiler at the elementary school, there were problems with it again this morning. Vinny Zarella, one of the Siemens project managers assigned to Gill, was onsite today with the service technician and the boiler is once again operational. This is the sixth shutdown/no-heat event since the boiler was installed. Ray has told Siemens that the Town has no confidence with this burner, and that it needs to be replaced at Siemens’ expense. Siemens has already initiated the replacement process, which is moving slowly due to the holiday season and the need for interaction among and decisions from Siemens, HB Smith (boiler) and Powerflame (burner). Also, Siemens’ plumbers have reconnected the steam lines to the General Purpose room. Initial observations today didn’t show any further steam leaks with the radiators, but it will be tested further next week when District maintenance staff is present.

FY12 SAFE Grant: While the Irene contracts were being signed, Randy also signed one page from the FY12 SAFE Grant (see 12/19 meeting) that needed the Town Clerk’s seal. Ray also reported that Gill’s Fire Department personnel costs during the June 1st tornado will be eligible for reimbursement from the State. The Fire Chief will submit that paperwork.

Unpaid Sewer Charges: Ronnie LaChance, Collector-Treasurer, joined the meeting and asked the Selectboard, as Sewer Commissioners, to request the Board of Assessors to place sewer liens on the FY12 Real Estate tax bills for 13 sewer accounts with past due sewer use charges totaling $5,044.91. The Board signed the request.

Public Health District Incentive Grant: The Board expressed disappointed that the FRCOG’s application for PHDIG was not awarded funding. Gill has been an active supporter and participant in the planning and grant-writing for the
proposed public health district. Phoebe Walker will be exploring other possible funding sources in early January. The Board voiced confidence that the effort in planning the PHD will not be lost, and that the PHD will eventually happen.

**Greenhouse at Gill Elementary:** Ray informed the Board of preliminary plans by the Gill-Montague Regional School District to construct a greenhouse at the Gill Elementary School. The greenhouse would be attached to the main building, and paid for by grants. It will be used as part of the learning curriculum and will provide small amounts of produce for the lunch program. The Board expressed general support for the concept, but wants assurances that: 1) there be something in writing to document that the greenhouse and its related accessories are not the Town's to repair or replace; 2) the design of the greenhouse and its connection to the building should not cause heat loss from the building; and 3) the location of the greenhouse, the attachment to the building and/or roof, and any plumbing/watering fixtures should not create new water leaks to the building envelope, and should not exacerbate groundwater conditions around the foundation. Ray will relay the requirements to the District. A similar greenhouse is also planned at the Sheffield school building in Montague.

**Adjournment:** The Selectboard meeting adjourned at 5:15 p.m.

*Minutes respectfully submitted by Ray Purington, Administrative Assistant.*

[Signature]

Ann H. Banash, Selectboard Clerk
Pursuant to the provisions of M.G.L. Ch. 41, Sec. 5, no person other than those officials or Board members of the Town of Tewksbury, Massachusetts, shall be permitted access to the records of the Town of Tewksbury, Massachusetts. No unauthorized person shall be permitted access to the records of the Town of Tewksbury, Massachusetts.

Pursuant to the provisions of M.G.L. Ch. 41, Sec. 5, no person other than those officials or Board members of the Town of Tewksbury, Massachusetts, shall be permitted access to the records of the Town of Tewksbury, Massachusetts.

Town Clerk

Board member

Board member

Secretary

Chap.

A copy of this record is filed in the Town Clerk, Town of Tewksbury, Massachusetts. The record is made available to the public during regular business hours.

Town Hall

Date: 12/30/2011

Town of Tewksbury, Massachusetts

COMMUNICATING OFFICE:

TOWN OF TEL:

COMMISSION OF MASSACHUSETTS

FRANKLIN'S

SPECIAL TOWN MEETING: JANUARY 17, 2012

TOWN OF TEL:

COMMUNICATING OFFICE:
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Executive Office for Administration and Finance (AOF), the Office of the Comptroller (CTR) and the Operations 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/see under Guidance For Vendors - Forms or www.mass.gov/aos under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Gill
(and dba): 

Legal Address: (N-9, W-4, &C): 325 Main Rd., Gill, MA 01376

Contractor: Mr. Ray Purington
E-Mail: administrator@gillmass.org
Phone: 413-869-3937
Fax: 413-863-7775

Vendor Code Address ID (e.g. “ADD001”): AD__
(Note: The Address ID must be set up for EFT payments.)

COMMONWEALTH DEPARTMENT NAME: CDA Massachusetts Emergency Management Agency
MMARS Department Code: CDA

Business Mailing Address: 400 Worcester Road, Framingham, MA 01702
Billing Address (if different): 
Contractor: Gina Valentine
E-Mail: Gina.Valentine@state.ma.us
Phone: 508-820-2004
Fax: 508-820-1404

MMARS Doc ID(s): CTFEMA4028GILL000221
RFR/Procurement or Other ID Number: FEMA-4028-DR-MA Tropical Storm Irene

___ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

☐ Statewide Contract (OSD or an OSD-designated Department)
☐ Collective Purchase (Attach OSD approved scope, budget)
☐ Departmental Procurement (Includes State or Federal grants $15 CMR 2.09)
☐ Emergency Procurement (Attach justification for emergency, scope, budget)
☐ Contract Employee (Attach Employment Status Form, scope, budget)
☐ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

x Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check one option only): 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 a limit subject for Commonwealth owed debts under $15 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 Task if Contract is being amended). $1,249,47

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. 26, § 23a). x 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.) PW-00221 To reimburse for FEMA 4028 Tropical Storm Irene – The applicant took such actions as necessary to save lives, protect public health and safety and protect improved property downtown. Assistance for emergency protective measures and debris removal under Categories A & B under the FEMA Public Assistance Program.

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 the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
3. were incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

CONTRACT END DATE: Contract performance shall terminate as of 3/31/2012, 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 herein) under the laws 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 negotiotated 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 601 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: __________________________ Date: 12/27/11

Print Name: Sandy Crocsher
Print Title: Selectboard Chair

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: __________________________ Date: 

Print Name: David Mahr
Print Title: Chief Fiscal Officer

(Released 6/27/2011) Page 1 of 5
This form is jointly issued and published by the Executive Office for Administration and Finance (EAF), the Office of the Controller (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/ in Guidance For Vendors - Forms or www.mass.gov/ under OSD Forms.

### COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

**Contractor** (legal name): Town of Gill

**Business Mailing Address**: 400 Worcester Road, Framingham, MA 01702

**Contractor Legal Name**: Town of Gill

**Legal Address**: W-9, W-4, T&G: 325 Main Rd., GILL, MA 01376

**Contract Manager**: Gina Valentine

**Phone**: 508-826-2004

**Fax**: 508-820-1404

**E-Mail**: Gina.Valentine@state.ma.us

**Vendor Code Address ID**(e.g. "AD001"): AD __

(Note: The Address ID Must Be set up for EFT payments.)

**COMMONWEALTH DEPARTMENT NAME**: CDA Massachusetts Emergency Management Agency

**MMAI.rs Department Code**: CDA

**Business Mailing Address**: 400 Worcester Road, Framingham, MA 01702

**Contract Manager**: Gina Valentine

**Phone**: 413-696-9347

**Fax**: 413-853-7775

**E-Mail**: administrator@gillmass.org

**Vendor Code Address ID**(e.g. "AD001"): AD __

(Note: The Address ID Must Be set up for EFT payments.)

---

## CONTRACT AMENDMENT

**Enter Current Contract End Date Prior to Amendment**: 20 __

**Enter Amendment Amount**: $ __ (or "no change")

**AMENDMENT TYPE**: Check one option only. Attach details of Amendment changes.

- **Amendment to Scope or Budget**: (Attach updated scope and budget)
- **Time Contract**: (Attach justifications for time contract and updated scope and budget)
- **Contract Employee**: (Attach any updates to scope or budget)
- **Legislative/Legal or Other**: (Attach authorizing language/justification and updated scope and budget)

---

**NEW CONTRACT**

**PROCUREMENT OR EXCEPTION TYPE**: Check one option only

- **Statewide Contract** (OSD or an OSD-designated Department)
- **Collective Purchase** (Attach OSD approval, scope, budget)
- **Department Procurement** (Includes State or Federal grants 815 CMR 2.00)
  - **Attach SFR and Response or other procurement supporting documentation**
- **Emergency Contract**: (Attach justification for emergency, scope, budget)
- **Contract Employee**: (Attach Employment Status Form, scope, budget)
- **Legislative/Legal or Other**: (Attach authorizing language/justification, scope, budget)

---

**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 interstore for Commonwealth owed debts under 815 CMR 5.00.

- **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) $ __

---

**PROMPT PAYMENT DISCOUNTS** (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify e 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, identity reason: __ agree to standard 45 day cycle __ statutory/legislative or Ready Payments (G.L. c. 29, § 23A; x only initial payment/accelerated 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.)

**PV00193** To reimburse for FEMA 4028 Tropical Storm Irene - The applicant took such actions as necessary to save lives, protect public health and safety and protect improved property. Assistance for emergency protective measures and debris removal are covered under Categories A & B under the FEMA Public Assistance Program.

**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 Effective Date below and no obligations have been incurred prior to the Effective Date.**
3. **Were incurred as of,** 8/28/2011, 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 an authorized reimbursement payments, that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payment increases releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE**: Contract performance shall terminate as of 3/29/2012, 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 take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 815 CMR 21.07, incorporated hereto, 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**

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Print Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kandy Crozier</td>
<td>Selectboard Chair</td>
</tr>
</tbody>
</table>

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH**

<table>
<thead>
<tr>
<th>Print Name:</th>
<th>Print Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Mahr</td>
<td>Chief Fiscal Officer</td>
</tr>
</tbody>
</table>

Date: 12/27/2011

Mary Praus
Land Use Planner
Franklin Regional Council of Governments
278 Main Street, Fourth Floor
Greenfield, MA 01301

RE: 2011 Gill Open Space and Recreation Plan Endorsement

Dear Ms. Praus:

The Gill Selectboard has reviewed the 2011 Gill Open Space and Recreation Plan (OSRP). Please accept this correspondence as confirmation that we support the goals of the OSRP and will continue to work toward those goals. Providing good stewardship of the Town’s natural and recreational resources is important in maintaining Gill’s unique character. The OSRP provides the Town guidance in preserving its resources.

The Gill Selectboard is pleased to give our full support of the 2011 Gill Open Space and Recreation Plan and feel that this plan is an important tool in planning for Gill’s future.

Sincerely,

[Signature]
December 1, 2011

To: Board of Sewer Commissioners
From: Veronica A. LaChance, Collector-Treasurer
Subject: 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 2012 Real Estate tax bills.

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Address</th>
<th>Lien Amount</th>
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</thead>
<tbody>
<tr>
<td>BAIRD, ALICE</td>
<td>16 Walnut Street</td>
<td>98.50</td>
</tr>
<tr>
<td>FRANSEEN, ELIZABETH</td>
<td>41 Riverview Drive</td>
<td>505.87</td>
</tr>
<tr>
<td>GIBSON, KEVIN P.</td>
<td>7 Grove Street</td>
<td>1,108.25</td>
</tr>
<tr>
<td>NEWTON, E. TAYLOR</td>
<td>33 Riverview Drive</td>
<td>291.99</td>
</tr>
<tr>
<td>NEWTON, E. TAYLOR</td>
<td>35 Riverview Drive</td>
<td>18.40</td>
</tr>
<tr>
<td>SMAIL, GARY W.</td>
<td>3 Myrtle Street</td>
<td>272.90</td>
</tr>
<tr>
<td>STONE, JEFFEREY P.</td>
<td>65 French King Highway</td>
<td>482.30</td>
</tr>
<tr>
<td>THOMPSON, PATRICIA</td>
<td>29 Riverview Drive</td>
<td>165.92</td>
</tr>
<tr>
<td>WALDRON, SCOTT A.</td>
<td>15 Oak Street</td>
<td>604.13</td>
</tr>
<tr>
<td>WOLFRAM SR., JEREMY J.</td>
<td>23 Oak Street</td>
<td>871.84</td>
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<tr>
<td>WOODS, CHARLENE</td>
<td>3 Walnut Street</td>
<td>425.52</td>
</tr>
<tr>
<td>HWU, SHEUE YING</td>
<td>7 Oak Street</td>
<td>172.35</td>
</tr>
<tr>
<td>HWU, SHEUE YING</td>
<td>9 Oak Street</td>
<td>26.94</td>
</tr>
</tbody>
</table>

GRAND TOTAL: $ 5,044.91

[Signatures]

Board of Sewer Commissioners

RECEIVED DEC 27 2011
December 21, 2011

Ms. Phoebe Walker
Franklin Regional Council of Governments
425 Main Street, Suite 20
Greenfield, MA 01301-3313

Dear Phoebe,

Thank you very much for your implementation grant application to the Massachusetts Department of Public Health District Incentive Grant (PHDIG) program. Your proposal met the PHDIG program requirements and merited funding, but unfortunately, it did not receive a high enough score in our competitive review process to rank among the five districts that we will be able to support with funds available from the U.S. Centers for Disease Control and Prevention.

We regret that we do not have enough funding to support your proposal, especially after the excellent progress you and your partners made during the PHDIG planning grant period. Therefore, I want to encourage you to consider an alternative source of funding that may be available for your district.

Under the leadership of the Patrick-Murray administration, the state created a new $4 million program this year to encourage cities and towns to consider internal efficiencies and regional cooperation on a wide range of municipal services. We have worked closely with colleagues at the Executive Office of Administration and Finance (ANF) who are developing and managing the new initiative, which is called the Community Innovation Challenge (CIC) program. Information about the CIC, including guidelines and application forms, is available at http://www.mass.gov/anf/budget-taxes-and-procurement/working-for-you/community-innovation-challenge-grant/.

Because of the intensive planning process you have been through, your district may merit consideration by ANF as a “shovel ready” project that addresses CIC objectives. The deadline for CIC applications is January 17, 2012. While you will need to complete a CIC application, ANF will accept your PHDIG proposal as an appendix to the CIC application form. Much of the information in your PHDIG application may be used to answer portions of the CIC application.
Numerous local entities may apply, so there is no guarantee that your project will be funded. If you decide to apply, please contact me as soon as possible so that we can discuss opportunities for how, if you are funded through CIC, you may take advantage of evaluation and other technical assistance services that MDPH will offer through the PHIDIG program. I would also encourage you to contact ANF at (617)-727-2040 ext.35405 or CICGrants@state.ma.us to learn more about the CIC grant program.

You and your planning partners are involved in a historically significant effort to improve the scope and quality of local public health services in Massachusetts. We recognize that the planning process has involved countless hours of study and meetings, and we appreciate your commitment to strengthen the public health system for residents of your combined communities. Thank you very much again, and please feel free to contact me about the opportunity to apply for CIC funding to carry your plans forward.

Sincerely,

[Signature]

Geoffrey W. Wilkinson
Senior Policy Advisor
Office of the Commissioner