

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES

March 26, 2012

Call to Order: The Selectboard meeting was called to order at 4:34pm.

Present: Randy Crochier, Ann Banash (remote) and John Ward, Selectboard members; Ray Purington, Admin. Assistant. Others Present: Mick LaClaire, David Detmold, Rick James.

Randy stated that he received a request from Ann Banash to participate remotely in tonight's meeting for reasons of geographic distance (Florida). It was noted that a meeting with a remote participant must use roll call for all votes.

Review of Minutes: John made a motion, seconded by Ann, to approve the minutes from 3/12. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

PSC Boiler: The contract with Tognarelli has been signed; Mick will coordinate with Tognarelli to schedule the start of the project.

Sewer Pump Station: Nothing new to report. The new pumps are functioning properly. Final invoicing for the project is expected sometime in April.

Siemens Project: The final report to DOER for the \$150,000 EECBG grant has been submitted and has received initial approval. Once final approval is received, DOER will release to the Town the last \$37,500 of the grant.

Earthquake Claim: Ray reported that he had met with GMRSD Superintendent Nadine Ekstrom to discuss the engineering report prepared by the District's insurer, a report that concluded the tremors from the 8/23/11 earthquake were too weak to cause any structural damage or defects in the western Massachusetts area. The District is insured for earthquake damages, but even if we could prove the damage, there is a \$25,000 deductible. Ray & Nadine discussed having a local mason or a structural engineer examine the building to make recommendations. Ray also had the Town's insurer review the engineering report. MIIA had an expert review the report and it was felt that the conclusions were reasonably supported.

The Board agreed with the need to better understand the nature and extent of the structural damage/defects at the school, and asked Ray to contact a structural engineer and get a cost estimate to examine the building.

FY13 Heating Oil: The Board reviewed a summary of FY12 heating oil deliveries. This winter was mild, so Ray recommended using FY10 & FY11 as the basis for FY13's heating oil pre-buy gallons. The average of those two years' pre-buy was 5,500 gallons, but we expect to save 700 gallons from the boiler upgrade at the Public Safety Complex. John made a motion, seconded by Ann, to authorize the Chair to sign a Buy Order with Surner Heating Co. for 4,800 gallons, and to designate Paul Schroeder of the Lower Pioneer Valley Educational Collaborative as the agent for the Town. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

Utility Poles: Ray reported that on Friday, March 16th a WMECO crew removed 9 of the double poles identified during the Selectboard meeting on March 12th. The only remaining pole to be removed is the "dangerous" one near the entrance to NMH, and that is tentatively scheduled for later this week. The Board noted its appreciation for WMECO's prompt attention to the double poles.

Regional Grants: It was noted that the State awarded Community Innovation Challenge grants on March 16th. Gill is signed on to participate in two of the programs that received awards – the Franklin County Regional Dog Officer Control and Kennel Program (\$19,000 award) and the Franklin County Cooperative Public Health Service Program (\$119,375 award).

Highway Bids: Mick LaClaire, Highway Superintendent, presented his recommendations for awarding bids for street sweeping and catch basin cleaning services. Both of his recommendations are for the low bidder, and happen to be the same companies used last year. John made a motion, seconded by Ann, to award street sweeping services to J.W. Cotton at a rate of \$104.00/hour and catch basin cleaning to National Watermain at a rate of \$135.00/hour. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative. Mick also noted that using the broom attachment on the Town's loader has allowed him to cut contracted sweeping services by 33-50% in the last few years. It was requested that Mick remind the sweeper operators to sweep to the edges of the roads town-wide in order to allow for safe travel by bicycles.

FDA Retail Food Standards Program Grant: Randy explained a \$1,000 grant received by the Town from the FDA that will be administered by the FRCOG Regional Health Inspection Program. The grant will assist with costs associated with conducting food safety inspections and purchasing food inspection-related equipment. The Board of Health has approved and signed the grant. Ann made a motion, seconded by John, to authorize John to sign the grant's Memorandum of Understanding on behalf of the Selectboard. Randy – yes; John – yes; Ann – yes. The vote was unanimous in the affirmative.

4:55pm Tom Bergeron, Joel Tognarelli, and Ernie Hastings joined the meeting.

F.R. Retirement System COLA: The Franklin Regional Retirement System has proposed increasing the base salary that is eligible for a COLA raise from \$13,000 to \$14,000. As the System's Advisory Council will be meeting on April 18th to vote on the proposal, the Board asked to postpone discussion until the April 10th meeting.

Bernardston 250th Parade: The Board received an invitation from the Town of Bernardston's 250th Celebration Parade Committee to have representatives from Gill's town organizations and departments enter a float or vehicle in the parade. Ray will share the invitation with other departments and committees.

April Meeting: The Board rescheduled its April 9th regular meeting to April 10th at 7pm to accommodate the schedules of the Board.

Request to Pave Cross Road: The Board resumed a discussion from February on a request from Cross Road residents to have their gravel road converted to an oil & stone surface. Ray reported that he had received no formal response from the Planning Board, Conservation Commission, or Recreation Committee. It is believed that the Planning Board has discussed the topic and has no objection to the change in road surface.

Mick reported that Cross Road is a County road dating to 1939, and has a 33-foot width (a two-rod road). He has staked out the road to a 24-foot width using the existing stone bounds, and the course of the road is generally where it belongs. To correct the errant portions, lay a proper base for the oil & stone, and apply the oil & stone would cost around \$80,000 – money he does not have in his Chapter 90 Highway Aid funds. It would cost less money to just apply oil & stone on top of the existing base, but the base is so poor that it would be throwing away the money. Another alternative is to apply a layer of blacktop tailings (salvaged/re-processed asphalt that has been ground and mixed with gravel). This could be done for roughly \$700 in materials, plus labor and the town's equipment.

Tom Bergeron, a resident of Cross Road, stated that the blacktop/gravel mix won't last even three years, and before the work is done, the height of the road needs to be lowered. Ernie Hastings suggested that since road dust seems to be the chief complaint from residents, applying calcium chloride will work for that purpose. Tom countered that calcium chloride is not a long-term option due to the presence of two wells in the area, his and Tim Vielmetti. Joel Tognarelli stated a preference for an oil & stone road, but given the expense, why not try the blacktop tailings?

Mick explained that with the blacktop tailings, they would grade the existing surface, put down the tailings, and then grade it again. The road could be kept at its current width, and the budget would allow for this work to be done this year. There was discussion of ways the road's traffic volume has changed, and the possibility of making the road a one-way road. Google Earth was briefly consulted. There was consensus from all parties that it's worth trying the blacktop tailings. Mick, Joel, Ernie, and David Detmold left the meeting.

DEP Dock License: The Board noted that Robert Allen has filed an application with DEP to maintain an existing dock along the Connecticut River. No action is required from the Board; the application is informational only.

2012 Lawn Mowing: Ray reported that the invitations to bid on lawn mowing services for Town lawns were mailed today. Bids are due on April 12th.

Town Hall Office Walls: Ray reported on a meeting with Jim Cerone, Building Inspector. Because of the type of use, and relatively small amounts of use, architect's plans will not be required in order to get a building permit to

construct the office walls. There are no major fire code issues to be addressed either. Randy will check into air exchange needs for the spaces, and will check with Steve Greenwald about HVAC assumptions included in the estimate he provided. John suggested that while the walls are being installed is the perfect time to add blown-in insulation to improve the energy efficiency of the new offices.

5:50pm Ronnie LaChance, Collector-Treasurer, and Lynda Hodsdon Mayo, Town Clerk & Assessor's Clerk, joined the meeting to ask the Selectboard to establish an account for the purpose of receiving donations to help offset the costs of constructing the office walls. Donna MacNicol, Town Counsel, joined the meeting.

Donna confirmed it was legal for employees of the town to seek donations, as long as no town resources (funds, time, and supplies) were used. If the project is ultimately not carried out, refunds would need to be issued to the donors unless they specify otherwise.

There was consensus to wait another two weeks to allow Mick and Ed Ambo time to finish getting cost estimates on the materials to do the job, and to determine a possible schedule that would allow Ed to perform most of the construction as part of his Highway Department job. The topic will be on the agenda for April 10th.

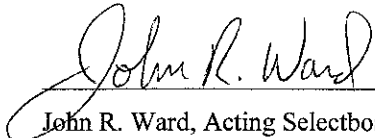
Executive Session: John made a motion, seconded by Ann, to go into Executive Session for the purpose of conducting a strategy session in preparation for negotiations with non-union personnel, i.e. renegotiation/renewal of the Police Chief's contract. A roll call vote was taken: Ann – aye; Randy – aye; John – aye. Motion carried by unanimous vote. It was announced that the Board will reconvene in open session afterwards. The Board left for the executive session at 6:10pm. Ronnie, Lynda, and Rick James left the meeting.

The Board returned from the executive session at 7:15pm. Ann left the meeting.

Warrant: Randy's son Michael, a Gill firefighter, appears on the payroll warrant for this week. Due to the conflict of interest, Randy would normally abstain from signing the warrant. However, since two signatures are required to approve the warrant, the Board invoked the Rule of Necessity, which permitted Randy's participation and allowed the Board to act upon the warrant. The Board reviewed and signed FY 2012 warrant #20.

Adjournment: The Selectboard meeting adjourned at 7:40 p.m.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



John R. Ward, Acting Selectboard Clerk

| Library | Public Safety | RMB | Town Hall |
|-----------------|------------------|------------------|-----------------|
| 9.9 9/20/2011 | 6.6 9/20/2011 | 35.4 9/20/2011 | 37.8 9/20/2011 |
| 31.6 11/23/2011 | 211 11/8/2011 | 171.3 11/8/2011 | 55.6 11/8/2011 |
| 42.3 12/16/2011 | 377.9 12/16/2011 | 200.8 12/16/2011 | 90.2 12/16/2011 |
| 58 1/3/2012 | 303.5 12/28/2011 | 114.8 12/28/2011 | 85.6 1/3/2012 |
| 62.1 1/19/2012 | 350.4 1/12/2012 | 280.4 1/19/2012 | 110.0 1/19/2012 |
| | 480.7 1/29/2012 | 193.7 2/7/2012 | 97.3 2/7/2012 |
| 105.9 2/16/2012 | 175.4 2/7/2012 | 100 2/16/2012 | 50.1 2/16/2012 |
| 34 3/9/2012 | 193.3 2/16/2012 | 193 3/9/2012 | 82.6 3/9/2012 |
| 71.7 6/29/2011 | 276.3 2/28/2012 | 339.5 6/29/2011 | 157.3 6/29/2011 |
| | 190.7 3/9/2012 | | |
| | 136 3/15/2011 | | |
| | 480 4/19/2011 | | |
| | 131.1 6/29/2011 | | |
| 415.5 | 3312.9 | 1628.9 | 766.5 |

Shaded cells are projections based on 2010/11 deliveries

4808 gal Actual Deliveries through 3/14/2012
 6124 gallons Projected Deliveries for 2011/12 contract
 5500 gallons Contracted for FY12

\$ 1.8181 per gallon for 2009/10 contract
 \$ 2.3081 per gallon for 2010/11 contract
 \$ 3.1880 per gallon for 2011/12 contract

The 2011/12 winter was about as mild as they come - thru March 14, our total purchased gallons is running about 1,000 gallons lower than 10/11 and 09/10. For FY13 (12/13), set the initial baseline as an average of the actual gallons for 10/11 (7135 gal) and 09/10 (6425 gal).

For 2012-2013:

6780 gallons (average actual of 10/11 & 09/10)

minus 717 gallons equal to 20% of 10/11 & 09/10 actuals @ Public Safety Complex, due to savings from installing new boilers and converting from steam to FHW. (Savings are expected to be even greater, so this will be conservative.)

subtotal 6063 gallons forecasted

minus 1213 gallons equal to 20% of forecast, as an overbuy safety factor
But: Underbuying oil means paying market price at the end of winter. (3/23 price = \$3.899 vs \$3.188 contract)

equals 4850 gallons for FY13 (winter of 2012/13) sales agreement

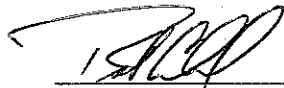
Round down to 4,800 gallons

AUTHORIZATION OF
DESIGNATION AS AGENT
FOR FIXED PRICE FUTURES PROGRAM
#2 HEATING FUEL OIL

The Town of Gill (Awarding Authority) hereby appoints and designates Paul W. Schroeder, Manager of Energy Services for the Lower Pioneer Valley Educational Collaborative, as its Agent for fixing the price on the purchase of 4,800 gallons of #2 heating fuel oil under the Fixed price Futures Program of the Western Mass. Fuel Cooperative Bid.

The Awarding Authority agrees to take delivery of the above specified gallons of oil, at the fixed price locked by its Agent, in Fiscal Year 2013.

The Lower Pioneer Valley Educational Collaborative offers this service for the benefit of the Western Massachusetts Fuel Cooperative members and in no way will it or its Employees, acting as an Agent, be liable for any losses to the Awarding Authority, including a drop in prices in the fuel oil markets, that may result from this service.



(signature)
Randy Crochier (print name)
Chair, Selectboard (title)
Town of Gill (awarding authority)
325 Main Road (address)
Gill, MA 01354

Phone: 413-863-9347

Fax: 413-863-7775

Please send me this form with your filled out "Notice to Buy Order" so I know what to fix for you.

Do not send this form or a Buy Order form to the Vendor.

LOWER PIONEER VALLEY EDUCATIONAL COLLABORATIVE
174 BRUSH HILL AVENUE, WEST SPRINGFIELD, MA 01089 PHONE 413-735-2200 FAX 413-735-2280

SERVING AGAWAM! EAST LONGMEADOW! HAMPDEN-WILBRAHAM! LONGMEADOW! LUDLOW! SOUTHWICK-TOLLAND! WEST SPRINGFIELD

NOTICE OF BUY ORDER

Number 2 Heating Fuel Oil

METERED PUMP TRUCK DELIVERIES Section 6

March 26, 2012 (date)

This Notice of Buy Order is for the Fixed Price Future Program as defined by the #2 Heating Fuel Oil Bid of the Lower Pioneer Valley Educational Collaborative and Participants in the Western Massachusetts Fuel Cooperative. By executing this Buy Order, the signatory agrees to the terms and conditions listed in the #2 Heating Fuel Oil Bid. This order is also considered as a contract renewal in the case of successive years as defined in the bid.

This buy order is for 4,800 gallons #2 Heating Fuel Oil at the fixed price based on the New York Mercantile Exchange, Heating Oil No. 2, futures settle price for January 2013 as published in the Wall Street Journal for Today PLUS the contract Margin and Overhead price of \$ 0.2480 as awarded from the #2 Heating Fuel Oil Bid for Metered Pump Truck deliveries, Section 6.

The receipt of the Fixed Future Priced Fuel will commence on October 1, 2012 and continue until the above specified amount of fuel is delivered.

Any additional gallons purchased before the fixed price begins or after the number of gallons listed above is used, will be purchased based on the Boston Low Spot Market Price plus the contract Margin and Overhead price of \$ 0.1965 as awarded from the #2 Heating Fuel Oil Bid for Metered Pump Truck deliveries, Section 6, Franklin County Metered Pump Truck Deliveries.

THIS BUY ORDER IS MADE TO:

David Dunn
Surner Heating Co., Inc.
60 Shumway St.
Amherst, MA 01005
Phone: 413-253-5999
Fax: 413-253-9063

By: 

(signature of authorized buyer)
Randy Crochier (print name)

Chair, Selectboard (title)

Town of Gill (awarding authority)

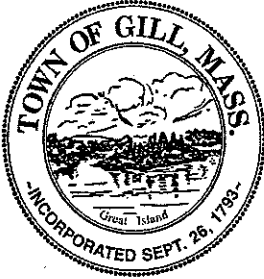
325 Main Road (address)

Gill, MA 01354

Phone: 413-863-9347

Fax: 413-863-7775

Notice: This buy order must be received by your supplier by 12 noon of the day you wish to fix the futures price.
Follow up with a phone call to make sure they got it.



m e m o r a n d u m

To: Selectboard
From: Mitchell LaClaire, Highway Superintendent *MLC*
Date: March 21, 2012
Re: Sweeping & Basin Bids

The following Bids for services has been received for the spring of 2012, I recommend the services of the following.

Street Sweeping———— J.W Cotton @ \$104.00 per hour

Basin Cleaning———— National Watermain @ \$ 135.00 per hr.

They both have worked for us in the past and we have received good services from them and they are also the low bidders this year.

Mitchell L. LaClaire Sr.

M. LaClaire Sr.
Hwy Supt.

Town of Gill
Procurement Informational Compliance Sheet

Note: Mandatory for procurements that cost \$1,000.00 to \$9,999.00
MGL Ch.30b - Ch.687 of the Acts of 1989

ATTACH THIS SHEET TO ANY AND ALL APPLICABLE INVOICES SUBMITTED FOR PAYMENT
Complete this section if three phone bids:

Detailed description of product or service:

2012 Spring Street Sweeping

See attached information

Vendor #1 Quoted Price: \$118 Per Hr Plus \$59.00 Per Hr Travel ^{3 HR TRIP ONE WAY}
Company Name: Ruel Sweeping (Sub NE Basin Cleaners) ^{BOTH WAYS}
Phone #: 603-279-0099 Contact Person: Paul
Address: Merrimack, NH Date: 3-14-12
Notes: USED MANY TIMES - LOTS Breakdowns.

Vendor #2 Quoted Price: \$104 Per/Hr MIN OF 4 HRS NO TRAVEL COST
Company Name: J.W. Cotton Contact Person: John
Phone #: 247-9608 Date:
Address: Hatfield, MA
Notes: USED MANY TIMES

Vendor #3 Quoted Price: \$115.00 per Hr.
Company Name: Hi Way Safety System Contact Person: Ron
Phone #: 1-781-982-9229 Date:
Address:
Notes:

Procurement awarded to: J.W. Cotton Date: 3/26/12
Reason awarded: Low Bid

Sole Source Procurement: If no other vendor/contractor is available in the New York/New England area that can provide the product or services specified.

Emergency Procurement: Must be advertised in the Goods and Services Bulletin. Only in the event of unforeseen circumstances and that the public's health and safety are in danger if the time is taken to do a proper procurement. Recommended that emergencies be anticipated and that bids be sought before hand.

Attach a copy of the completed "Notice of Emergency Procurement" form that was sent to State Regulations Division. Blank forms are available from the Accountant.

Complete this section if County bid or other type of bid.

Type of bid (county, state, etc.):
Description of product or service:
Company name: Date of bid:
Address:
Contract starts: Contract expires:

Procurement Officer I certify that I have on file all backup documentation for the above procurements and that all laws concerning procurement have been adhered to.

Signed:  Date: 3/26/12
Print name: RAY PURINGTON

Town of Gill
Procurement Informational Compliance Sheet

Note: Mandatory for procurements that cost \$1,000.00 to \$9,999.00
MGL Ch.30b - Ch.687 of the Acts of 1989
ATTACH THIS SHEET TO ANY AND ALL APPLICABLE INVOICES SUBMITTED FOR PAYMENT
Complete this section if three phone bids:

Detailed description of product or service:

8012 Spring Basin Cleaning
(Vactor Type TRUCK)

See attached information

Vendor #1 Quoted Price: \$130.⁰⁰ Per Hrs Plus \$65.⁰⁰ per hr travel one-way 3 hr TRIP
Company Name: NEW ENGLAND BASIN CLEANERS Contact Person: PAUL
Phone #: 603-279-0099 Date: 3-14-12
Address: Merrick NH
Notes:

Vendor #2 Quoted Price: \$135.⁰⁰ per HRS
Company Name: NATIONAL WATERMAIN Contact Person: Dennis
Phone #: 800-422-0815 Date: 3-14-12
Address: 25 Marshel ST Canton MA
Notes:

Vendor #3 Quoted Price: NEVER RETURNED FOR QUOTE
Company Name: WIGGINS Hydro Contact Person: Steve
Phone #: Address: Winchester NH
Notes:

Procurement awarded to: National Watermain Date: 3/26/12
Reason awarded: Low overall price & prior experience

Sole Source Procurement: If no other vendor/contractor is available in the New York/New England area that can provide the product or services specified.

Emergency Procurement: Must be advertised in the Goods and Services Bulletin. Only in the event of unforeseen circumstances and that the public's health and safety are in danger if the time is taken to do a proper procurement. Recommended that emergencies be anticipated and that bids be sought before hand.

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Description of product or service:
Company name: Date of bid:
Address:
Contract starts: Contract expires:

Procurement Officer I certify that I have on file all backup documentation for the above procurements and that all laws concerning procurement have been adhered to.

Signed:  Date: 3/26/12
Print name: RAY PURINGTON

Food and Drug Administration (FDA)
Voluntary National Retail Food Regulatory Program Standards

What can the FDA Funding be used for?

Spending for this program is audited by both the FRCOG and the FDA. All funding expenditures must be accountable by invoices, receipts, etc. 100% of the funding must be spent on activities or supplies directly associated with the Voluntary National Retail Food Regulatory Program Standards (PS). This includes, but is not limited to:

- -meeting the “deliverables” required by the funded proposal as outlined in the Statement of Work from the FDA;
- -billed time used for **conducting food inspections** that are related to the achieving one or more of the Program Standards;
- -food inspection equipment such as infrared thermometers, thermocouple probe thermometers, alcohol prep pads, temperature measuring labels (dishwasher test strips);
- -food inspection and compliance supplies such as:
 - -nitrile food handler gloves,
 - -sanitizer test strips (Chlorine and/or QAC),
 - -refrigerator/freezer thermometers,
 - -stem thermometers (digital or dial),
 - -bottles of hand sanitizer;
- -food-related posters, flyers, printed handouts, educational materials, teaching aids, training materials, etc;
- -baseline data collection on Risk Factors (a special type of food inspection that is different from the routine food code compliance inspections, see Standard #9).

Other items not listed above may be approved by the FDA upon request. For all towns, if a town employee is being paid with FDA funds to do work related to the Program Standards, their hours and rate of pay will have to be invoiced or documented by pay stubs and time sheets. Any items purchased will have to be documented with receipts. Please note that the FRCOG is tax exempt and is forbidden from reimbursing for sales tax.

For the Towns of Colrain, Conway, Leyden, and Shelburne, the actual purchasing of supplies and equipment will have to be done by the FRCOG, with directions from the BOH. This is because the full amount of the funding is passing through the COG’s accounting system, due to the town’s inability to accept the funds at the time of the award. These towns were not registered on the CCR.gov system when the awards were being processed, so the FRCOG agreed to accept the financial responsibility on their behalf.

If you have any questions about the above information, please contact:
Glen Ayers, FRCOG Regional Health Agent, 413-834-5729, glenayers@frcog.org

**Memorandum of Understanding
by and between
The Franklin Regional Council of Governments/Regional Health Inspection Program
and
The Town of Gill Board of Health**

Food and Drug Administration Retail Food Standards Program Grant Year 2012

This Agreement is by and between the Franklin Regional Council of Governments Regional Health Inspection Program, hereinafter called FRCOG/RHIP and the Town of Gill Board of Health, hereinafter called Gill BOH.

Whereas the FRCOG/RHIP has applied for and received FDA Food Standards Program grant funding for 2012 for the Gill BOH, and

Whereas this project shall be conducted in accordance with this Agreement, and

Whereas, this Agreement and the Scope of Services represents the entire understanding of the parties, and neither is relying upon any representation not contained herein

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT

FRCOG/RHIP, with thirty (30) days written notice, may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

In the event that there is a disagreement between the Gill BOH and FRCOG, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the US Food and Drug Administration and the agreement is wholly dependent on the availability of funds from these sources.

ARTICLE 2 – RESPONSIBILITIES OF THE FRCOG/RHIP

The FRCOG/ RHIP agrees to:

- Prepare and give a presentation at a BOH meeting that goes over the Food Standard Program
- With input from the BOH, purchase and provide at least \$200 of food safety equipment for the Board of Health and all Food Service establishments in the Town.
- Conduct all food inspections related to the FDA Food Standard Program, not to exceed \$800 total hours of work, billed at a \$50/hour rate.
- Prepare and submit all paperwork related to the FDA Food Standard Program

- Create a database to track food inspections for the Town and provide it to the BOH.
- Draft a template food inspection policy for the BOH, attend a meeting to get input on it and make revisions requested by the BOH.
- Purchase and run the required legal advertisement for a public hearing on a proposed food inspection policy for the town.
- Actively seek future funding for food safety work in Town.
- Provide regular updates on project progress.
- Submit one invoice for the work associated with the FDA food standards.

ARTICLE 3 – Responsibilities of the Gill BOH

The Gill BOH shall:

- Receive \$ 1000 in funding from the US FDA and put it in a special account for the Food Standards Program
- Provide guidance to the Regional Health Agent on the implementation on the project
- Make time on BOH meeting agendas for discussion of the Food Standards Program and the food inspection policy.
- Hold a public hearing on a proposed town of Gill food inspection policy.
- Provide a list of allowable food inspection equipment for the FRCOG to purchase for the Gill BOH.
- Provide the FRCOG/RHIP with information about septic systems and water supplies serving food service establishments in the Town.
- Process any necessary paperwork.
- Accompany the regional health agent on all food inspections conducted under this funding source.
- Pay the FRCOG/RHIP in one invoice for the work done on the project and the equipment purchased on behalf of the town for the BOH and food service establishments.

ARTICLE 4 - TIME OF PERFORMANCE

The time period covered under this agreement is October 1, 2011 through September 30, 2012.

ARTICLE 5 - PAYMENTS TO THE FRCOG/RHIP

Payment will be made after the submission of invoices in accordance with this section and Articles 3 and 4 within 30 days.

The amount to be paid to the FRCOG under this Agreement shall in no event exceed one thousand dollars (\$1000.00), allocated as detailed in the budget below. If the additional funds become available, the budget may be amended.

| Budget Item | Amount |
|---|--------|
| Staff time to do food policy preparation, presentation, hearing and publication | 800 |
| Food inspection supplies and equipment | 200 |
| TOTAL | 1,000 |

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Gill BOH or the FRCOG. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Gill BOH shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of FRCOG. No subcontract may be awarded by the Gill BOH, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of FRCOG.

ARTICLE 10 - CONFLICT OF INTEREST

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

ARTICLE 11 – NON DISCRIMINATION

The Gill BOH shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation, provided said orientation does not have as its object minor children.

ARTICLE 12 – INDEMNITY

The Gill BOH shall indemnify, save harmless and exempt FRCOG, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, and attorney’s fees incident to any work done in performance of this Contract, arising out of a willful or negligent act or omission of the Gill BOH, its officers, agents and employees. The Gill BOH shall not be liable for suits, actions, legal proceedings, claims, demands, damages, costs or attorney’s fees arising out of a willful or negligent act or omission of FRCOG, its officers, agents or employees.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

ARTICLE 13 - ENTIRE UNDERSTANDING

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

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Town of Gill:

Douglas A. Robson
Chair, Gill BOH

Date 3-13-2012

John R. Ward
Chair, Gill Select Board

Date 3/26/12

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

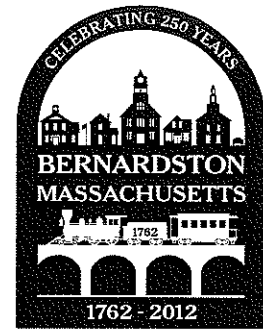
Linda Dunlavy
Linda Dunlavy, Executive Director

Date 3/28/12

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

A Great Place to Live, "Then and Now"

Town of Bernardston
250th Celebration
Parade Committee
PO Box 504
Bernardston, MA 01337-0504



March 14, 2012

Dear Selectmen of the Town of Gill,

This is the town of Bernardston's 250th Anniversary celebration year. In recognition of this milestone birthday, a variety of events have been planned to commemorate Bernardston's history, as our new banner states, "then and now".

We cordially invite you, as a neighboring town, to join us in our celebration as a participant in our Grand Parade to be held on Saturday, September 22, 2012, starting at eleven o'clock.

As representatives of your town, please share this invitation with other town organizations and departments, such as the police and fire departments. Entries may be a marching unit or a float depicting your town or organization, or a float entry with a general historical theme. If police or fire departments decide to enter a department vehicle, we ask that they limit it to one vehicle.

Come join us in support and celebration! Enclosed is a parade entry form for your use and to copy to share with others. Deadline for entry is June 1, 2012; there is no entry fee. Upon receiving your completed entry form, we will follow up with a confirmation letter and details of the parade formation time and place. Meanwhile, if you have any questions, feel free to call one of the parade committee members listed below for clarification.

We look forward to hearing from you and having you as part of Bernardston's 250th Grand Parade. It is sure to be a day to remember. As a neighbor, we hope you join us in celebration.

Sincerely,

Parade Committee Member

****Committee Members****

| NAME | PHONE | EMAIL | NAME | PHONE | EMAIL |
|------------------------|----------|--|---------------------|----------|--|
| Bill Pratt (Chair) | 648-9627 | grinchmt@comcast.net | Mike Pratt | 648-7455 | mikebpratt@gmail.com |
| Russ Deane | 648-9656 | none | Linda & Bob Raymond | 648-9372 | rtraymond178@comcast.net |
| Sandy Giard | 648-9825 | alsand2006@gmail.com | Terri Raymond | 648-5223 | traymond@comcast.net |
| Carolyn & Ray Johnson | 648-9663 | 136cjohnson@comcast.net | Sandy Rulewich | 648-0206 | none |
| Tony Lamuniere | 648-0228 | ohhf@comcast.net | Charlie Tormanen | 648-0129 | chastorn1@verizon.net |
| Katherine Porrovecchio | 648-9741 | none | | | |