

TOWN OF GILL

MASSACHUSETTS



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SELECTBOARD MEETING MINUTES

June 4, 2012

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

Present: Ann Banash and Randy Crochier, Selectboard members; Ray Purington, Admin. Assistant. Others Present: Rick James, Emily Krems.

Approval of Minutes: Randy made a motion, seconded by Ann, to approve the minutes of 5/22. The vote was unanimous in the affirmative.

Public Safety Complex Boiler: The "wet side" of the installation of the new heating system at the PSC is nearly complete, and there is about one week's worth of work left to finish the controls and electrical. While the system will be started as part of the installation process, the Board asked that Tognarelli be present for the startup this fall at the beginning of the heating season. Ray will arrange this.

Siemens Project: The spare burner has been removed from the Elementary School. Ray will meet with a Siemens representative on June 6th for training on running reports from the Energy Management System software.

Elementary School Masonry Repairs: An initial estimate was received for various repairs to interior and exterior masonry at the school - \$1,850. The Board felt this was a reasonable amount that could be funded from the annual Building Maintenance account. Ray will proceed with getting two more quotes.

4:38pm Rusty Fish joined the meeting.

Payment to MCTV: Ray asked for an extension until after Town Meeting and "year-end" to develop a proposal for paying MCTV to do post-production work associated with broadcasting Selectboard meetings and Town Meetings. The Town received from PEG Access revenue from Comcast in the amounts of \$10,882 in 2010 and \$13,033 in 2011. The last time Town Meeting appropriated money to a community channel was FY2006, when \$178 of per-subscriber fees were voted to go to Greenfield Community TV.

Boston Post Cane: Ray reported that further research has found that the Bicentennial Cane was purchased as a replacement for the Boston Post Cane, which is believed to be lost for the ages. The Board decided that the Bicentennial Cane will be used to restart the tradition of recognizing Gill's oldest resident. Ray will contact family members of the oldest resident and determine an appropriate type of ceremony, to be scheduled sometime after Town Meeting.

Memorial Day Ceremony: The Board received and read a letter from the Memorial Committee that summarized the Memorial Day activities. Ann asked that the letter be posted to the Town's website, and that copies be brought to the June 7th budget meeting to help promote an understanding of what the Memorial Committee does for the Town.

Streetlight Near Chappell Drive: Rusty Fish, 88 French King Highway, met with the Selectboard to ask that something be done to the Town's streetlight near Chappell's Motors. The light is too bright and creates light pollution onto his property. There is some type of partial shield on the light, and Rusty asked that a full shield be installed so only the roadway is illuminated. The Board agreed to try a full shield. Rusty also asked a series of questions: Why is the Town paying for a streetlight on the state-owned Route 2 that isn't located at an intersection of a town road? Who is paying for the new streetlight near the driveway by the former American Homes property (133 French King Highway)? Does the Town have criteria for siting a streetlight?

Ray reported that the offending streetlight is viewed by Gill's Police Department as necessary for traffic safety on a difficult corner located near the entrance to the Barton Cove Campground. Ann noted that 15-17 years ago the

Town turned off quite a few streetlights, and that only the necessary ones were left. Ray will attempt to research when the light near Chappell Drive was installed. He will also notify WMECO that the Town would like a full 360° shield installed on the light. Rusty left the meeting at 5:16pm.

Riverside Sewer – Budget Shortfall: The Board reviewed the year-to-date and projected remaining expenses for the Riverside Sewer budget. The figures show expenses of \$79,074 against an approved FY12 budget of \$67,740. Ray explained that the \$11,334 shortfall is due partly to an unanticipated increase in the amount of sewage being pumped to Montague (\$5,575), and partly due to an extra partial-quarter payment to Montague in order to synchronize the fiscal years of Montague's invoices and Gill's payments. An article for the June 19th Special Town Meeting will request voters to transfer money from the Sewer Receipts account to prevent an FY12 deficit.

The Town of Gill bills sewer users based on the water meter readings provided by the Riverside Water District, as there are not separate sewer meters to measure sewer use. An analysis of almost 5 years of water and sewer data showed that up until March 2011 there was a 1.51 ratio of sewage produced to water consumed. Between March 2011 and March 2012 that ratio jumped to 2.37. It is suspected that the failed back-flow valve, which was replaced in late-February 2012 as part of the sewer pump replacement project, was the culprit. There is also concern that even the 1.51 ratio feels too high, and that groundwater may be entering the sewer lines, either by "infiltration" (leaks and cracks in the sewer lines) or by "inflow" (illegal sump pumps connected to the sewers or misdirected catch basins and storm drains).

The Board asked Ray to have Tighe & Bond, the engineering firm for the pump replacement project, to prepare a typical scope of work and cost estimate for an Infiltration & Inflow (I&I) study. It was also suggested that more should be learned about Sewer Enterprise Funds, and whether that legal and financial arrangement might work better for the Town and the way it operates and funds the sewer system in Riverside.

Sewer Commitment: Randy made a motion, seconded by Ann, to approve and sign a sewer commitment of \$11,627.54 with a bill date 6/19. The vote was unanimous in the affirmative.

Quintus Allen Fund Request: No request was received in time for the meeting.

School Play: Randy and Ray commented on the excellent job by all the performers in Gill Elementary's after school acting program. Rehearsals and performances were held on the stage upstairs in the Town Hall. Gill resident Amy Gordon coordinated the program and directed the play.

NMH Donation Fund: The Board decided to delay its discussion of possible public safety uses of the money donated by NMH until their June 7th meeting when all three members of the Board will be in attendance.

VY/MEMA Grant Amendment: MEMA has made a one-time increase in Gill's annual Vermont Yankee Emergency Preparedness Grant, from \$7,500 to \$17,500. The extra \$10,000 is the amount Gill requested as a contribution toward the boiler replacement project at the Public Safety Complex, which also serves as Gill's Emergency Operations Center for drills and events. Randy made a motion, seconded by Ann, to authorize Ann as Chair to sign the amended grant contract. The vote was unanimous in the affirmative.

Volunteer Fire Assistance Grant: The Fire Department has submitted an application for a 2012 Volunteer Fire Assistance grant from the Mass. Department of Conservation and Recreation. If awarded, the grant will reimburse up to \$2,000 of a proposed \$4,176 purchase of turnout gear (coats and pants) specific to fighting brush fires. The Fire Department will not make the purchase until a grant award is certain, and would like to use NMH funds for the Town's portion of the cost. Because of the deadline of the grant, Ray has already signed and submitted the application. Randy made a motion, seconded by Ann, to authorize Ray to sign and submit the VFA grant. The vote was unanimous in the affirmative.

Purchase Orders: The Board signed purchase orders authorizing the following expenses: Fire Department, \$2,400 for two air cylinders from Firematic Supply; Town Clerk, \$823.85 for 3 boxes of stamped envelopes; Collector/Treasurer, \$823.85 for 3 boxes of stamped envelopes.

Common People Concerts: There is a concert scheduled on June 19th, the same night as Annual Town Meeting. Although the concert doesn't begin until 8pm, and is being held in the church, there was concern that the event competes with voters attending Town Meeting, and there may be parking problems. Ray was asked to speak with the concert's organizer and ask if there is any way to reschedule the event.

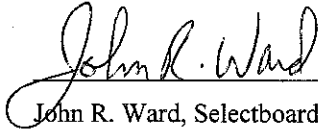
Bridge Projects: The Board discussed the newly started reconstruction of the Route 2 bridge over the Falls River in Factory Hollow, and the accompanying traffic snarls, backups and delays from having two major bridge projects so

close to one another. It was emphasized that this bridge and the Gill-Montague Bridge are state-owned and these are state projects. The Town has zero say in what takes place, and received zero notice about starting the second bridge while the first was still under construction. The Board asked Ray to speak with contacts at Mass Highway and both construction companies and strongly encourage more communication and coordination among all parties, in hopes that traffic disruption can be minimized.

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 #25.

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

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

A handwritten signature in cursive script that reads "John R. Ward". The signature is written in black ink and is positioned above a horizontal line.

John R. Ward, Selectboard Clerk

To: Board of Selectmen.

From: Memorial Committee.

Subject: Memorial Day Services and Ceremony.

Dear Board of Selectmen,

The Memorial Committee would like to report to you a very successful and meaningful Memorial Day service and ceremony which took place Sunday May 27, 2012. Special features of the event were, Gill Veterans holding Service Flags. A flag stand constructed by Chet Kuzontkoski displayed the flags before and after the ceremony. The Lone Soldier Rifle was placed in front of the Monuments.

On Friday May 25, 2012, all the Veterans graves in Gill Cemeteries received a new flag and a small geranium. The area around the Veterans Monuments in the center were cleaned, and small flowers were planted in front of the stones. Also the flags were replaced in the ten flag holders in front of the Monuments. This was in preparation for the Sunday Services. Thanks to all who helped in this annual event.

Sunday May 27, 2012, Before Church Services, the flags (U.S. Ensign and POW/MIA) were replaced on the center common. Church Services were presided over by Gary Bourbeau,

After services the group walked across main road to the Veterans Monuments. Opening the Ceremony was Selectmen John Ward and Marine Corp Commandant Tim McCroy. The Marine Corp Color Guard was sharp as usual. The Rose Ceremony was conducted by Memorial Committee member Elaine Smith and from Cub Scout Pack 9 Steven and Traver Parkinson. Bag Piper Phelan Muller did a super job in playing several verses of Amazing Grace. The Flag raising was done by Chet Kuzontkoski, Steven and Traver Parkinson. The Marines fired the salute. Taps was played by Buglers Steve and Joyanna Damon. Everything went smoothly and according to plan. The Memorial Committee would like to thank everybody who participated in this annual Memorial Day event.

In closing we would like to thank all the wonderful people of Gill for

attending this years ceremony, you see all these folks are the ones that make these ceremonies so special, not the Memorial Committee, we just put everything together.

In the future we are going to work toward increasing the attendance at the Memorial Day Ceremony through more advertizing. Also we are looking into the possibility of a new Monument. The last Monument dates to 1975 so from then til present 37 years have gone by. The Monument was dedicated in 1980. We enjoy doing our small part for the Town of Gill and it's Citizens.

Respectively,

Gary Bourbeau
Marri Bourbeau
Doug Smith
Elaine Smith
Chet Kuzontkoski

Memorial Committee

date	vendor	amount	sort code
07/18/2011	Detectoguard Inc	63.00	alarm
10/11/2011	Detectoguard Inc	63.00	alarm
01/17/2012	Detectoguard Inc	63.00	alarm
04/09/2012	Detectoguard Inc	63.00	alarm
	subtotal		252
09/26/2011	Customized Data Services, Inc.	138.26	bills
12/19/2011	Customized Data Services, Inc.	138.26	bills
03/12/2012	Customized Data Services, Inc.	138.26	bills
	estimated bills	138.26	bills
	subtotal		553.04
12/19/2011	Town of Greenfield - DPW	50.00	inspect
05/21/2012	Walker, Bruce	469.00	inspect
	estimated Town of Gfld	50.00	inspect
	subtotal		569.00
05/07/2012	R.H. White Construction Co. In	1159.01	maintenance
07/18/2011	Miner, John	57.75	mileage
08/01/2011	Ambo, Edward	33.00	mileage
08/29/2011	Ambo, Edward	33.00	mileage
08/29/2011	Miner, John	49.50	mileage
09/12/2011	LaClaire, Mitchell	19.80	mileage
09/12/2011	Miner, John	33.00	mileage
09/26/2011	Ambo, Edward	33.00	mileage
10/11/2011	Miner, John	49.50	mileage
10/24/2011	Ambo, Edward	38.50	mileage
11/07/2011	Miner, John	49.50	mileage
11/21/2011	Ambo, Edward	38.50	mileage
12/05/2011	LaClaire, Mitchell	6.60	mileage
12/05/2011	Miner, John	57.75	mileage
12/19/2011	Ambo, Edward	33.00	mileage
01/03/2012	Miner, John	57.75	mileage
01/17/2012	Ambo, Edward	44.00	mileage
01/17/2012	Miner, John	24.75	mileage
01/30/2012	Miner, John	57.75	mileage
02/13/2012	Ambo, Edward	33.00	mileage
02/27/2012	LaClaire, Mitchell	19.80	mileage
02/27/2012	Miner, John	57.75	mileage
03/12/2012	Ambo, Cathy	33.00	mileage
03/12/2012	Ambo, Cathy	-33.00	mileage
03/12/2012	Ambo, Edward	33.00	mileage
03/12/2012	LaClaire, Mitchell	6.60	mileage
03/26/2012	Miner, John	49.50	mileage
04/09/2012	Ambo, Edward	16.50	mileage

04/09/2012	LaClaire, Mitchell	19.80	mileage
04/23/2012	Miner, John	57.75	mileage
05/07/2012	LaClaire, Mitchell	39.60	mileage
05/07/2012	Miner, John	8.25	mileage
05/21/2012	Miner, John	49.50	mileage
	estimated mileage - 2 months	190.00	mileage
	subtotal	1297.7	

07/18/2011	Urgiel, Alex	25.00	mowing
08/01/2011	Urgiel, Alex	25.00	mowing
08/29/2011	Urgiel, Alex	25.00	mowing
08/29/2011	Urgiel, Alex	25.00	mowing
09/12/2011	Urgiel, Alex	25.00	mowing
09/26/2011	Urgiel, Alex	25.00	mowing
10/11/2011	Urgiel, Alex	25.00	mowing
10/24/2011	Urgiel, Alex	25.00	mowing
	estimated mowing - 5 times	150.00	mowing
	subtotal	350	

07/18/2011	Gill Payroll Account	301.32	payroll
08/01/2011	Gill Payroll Account	442.58	payroll
08/15/2011	Gill Payroll Account	291.60	payroll
08/29/2011	Gill Payroll Account	328.05	payroll
09/12/2011	Gill Payroll Account	347.11	payroll
09/26/2011	Gill Payroll Account	328.05	payroll
10/11/2011	Gill Payroll Account	281.88	payroll
10/24/2011	Gill Payroll Account	349.92	payroll
11/07/2011	Gill Payroll Account	406.13	payroll
11/21/2011	Gill Payroll Account	349.92	payroll
12/05/2011	Gill Payroll Account	435.29	payroll
12/19/2011	Gill Payroll Account	482.75	payroll
01/03/2012	Gill Payroll Account	252.72	payroll
01/17/2012	Gill Payroll Account	338.98	payroll
01/30/2012	Gill Payroll Account	311.04	payroll
02/13/2012	Gill Payroll Account	328.05	payroll
02/27/2012	Gill Payroll Account	644.90	payroll
03/12/2012	Gill Payroll Account	442.59	payroll
03/26/2012	Gill Payroll Account	291.60	payroll
04/09/2012	Payroll	362.07	payroll
04/23/2012	Gill Payroll Account	311.04	payroll
05/07/2012	Gill Payroll Account	469.23	payroll
05/21/2012	Gill Payroll Account	291.60	payroll
	estimated payroll - 3 times	1095.00	payroll
	subtotal	9483.42	

estimated stamped envelopes	343.00	postage
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08/01/2011	Town of Montague	5758.63	sewerage
11/07/2011	Town of Montague	15406.20	sewerage
02/13/2012	Town of Montague	17305.50	sewerage
04/23/2012	Town of Montague	11878.39	sewerage
	estimated sewerage	13250.00	sewerage
	subtotal	63598.72	

08/29/2011	VERIZON	18.53	verizon
09/12/2011	VERIZON	18.51	verizon
10/11/2011	VERIZON	18.51	verizon
11/07/2011	VERIZON	18.57	verizon
12/05/2011	VERIZON	18.62	verizon
01/17/2012	VERIZON	18.62	verizon
01/30/2012	VERIZON	18.78	verizon
03/12/2012	VERIZON	18.91	verizon
04/09/2012	VERIZON	6.30	verizon
05/07/2012	VERIZON	19.38	verizon
	estimated verizon	19.00	verizon
	estimated verizon	19.00	verizon
	subtotal	212.73	

08/01/2011	WMECO	57.68	wmeco
08/29/2011	WMECO	52.28	wmeco
09/26/2011	WMECO	62.01	wmeco
10/24/2011	WMECO	112.26	wmeco
11/21/2011	WMECO	67.54	wmeco
01/03/2012	WMECO	104.52	wmeco
01/30/2012	WMECO	144.99	wmeco
02/27/2012	WMECO	231.88	wmeco
03/26/2012	WMECO	188.20	wmeco
04/23/2012	WMECO	107.41	wmeco
05/21/2012	WMECO	51.82	wmeco
	estimated WMECO	75.00	wmeco
	subtotal	1255.59	

projected grand total 79074.21

FY12 Budget	67740.24	
projected expenses	79074.21	
surplus / (deficit)	-11333.97	(5,759 = bill cycle catch-up) (5,575 = excess sewerage)

Sewer Receipts	
fund balance thru 4/30/12	59785.81
less 6/19 STM transfer	12000.00
available for FY13 budget	47785.81
FY13 budget	79042.00
appropriate from est. receipts	31256.19

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

OFFICE OF THE BOARD OF SEWER COMMISSIONERS Sewer Use Charges and Inspection Fees

To: Town Accountant

You are hereby notified that COMMITMENT(S) as shown below has (have) this day been made by the Board of Sewer Commissioners to Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges. Bill date is June 19, 2012.

To: Veronica LaChance, Tax Collector (Town Collector) and Collector of Sewer Charges for the Town of Gill in the County of Franklin:

You are hereby required to collect from the several persons named in the list dated May 29, 2012, herewith committed to you the amount of the sewer usage charges assessed therein to each such person, with penalties, the sum total of such list being Eleven Thousand Six Hundred Twenty Seven and 54/100 Dollars (\$11,627.54).

Given under our hands the Fourth day of June, 2012.

Ann H. Banash

John R. Ward

Randy Crochier

Board of Sewer Commissioners of the Town of Gill

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: TOWN OF GILL (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA
Legal Address: (W-9, W-4,T&C): 325 Main Rd. Gill, MA 01376 01354	Business Mailing Address: 400 Worcester Road Framingham, MA 01702
Contract Manager: RAY PURINGTON	Billing Address (if different):
E-Mail: ADMINISTRATOR@GILLMASS.ORG	Contract Manager: John Giarrusso, Jr.
Phone: 413 863 9347 Fax: 413 863 7775	E-Mail: john.giarrusso@state.ma.us
Contractor Vendor Code: VC6000191798	Phone: 508-820-2040 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CT-CDA-12GILLEPZGRANT000000
___ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: <u>June 30</u> , 20 <u>12</u> Enter <u>Amendment Amount:</u> \$ <u>10,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated 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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>17,500.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To maintain Radiological Emergency Response Preparedness Program services in accordance with the specifications described in Attachment A and in Section 2 of this contract. To upgrade Gill's Heating System.	
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 2. may be incurred as of <u> </u> , 20 <u> </u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1</u> , 20 <u>11</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>12</u> , 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/4/12</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ann H. Banash</u> Print Title: <u>Select board Chair</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Fiscal Officer</u>



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwartz
Director

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

ATTACHMENT A TOWN OF GILL
SCOPE OF SERVICES FOR ~~GREENFIELD COMMUNITY COLLEGE~~
CT-CDA-12GILLEPZGRANT000000

Scope of Performance:

This grant is issued in accordance with 815 CMR 2.00, and all applicable federal and state laws, statutes, rules, regulations, policies, and other governing documents.

Funds may be expended for the purpose of maintaining the community's Radiological Emergency Response Preparedness Program for the Reception Center. The period of performance will be state fiscal year (SFY) 2012, from July 1, 2011 through June 30, 2012.

Scope of Performance Amendment:

Funds may be also expended for the purpose of upgrading Gill's Heating System.

Budget:

The total value of this contract is **\$7,500.00**. Payment will be issued upon receipt and acceptance of adequate documentation of completion of contract performance requirements.

Budget Amendment:

Additional **\$10,000.00** awarded for a new total value of this contract is **\$17,500.00**.

One-half of the awarded funding will be distributed upon execution of this contract and receipt of checklist completion. The balance of the SFY 2012 funding will be distributed quarterly thereafter upon satisfactory completion of the checklist activities for each quarter.

Reporting:

The community's Emergency Management Director must complete the activities listed in Section 2, *Emergency Management Director RERP Maintenance Checklist*, throughout the fiscal year.

The community agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: <u>Town of Gill</u> (and d/b/a): Legal Address: (W-9, W-4, T&C): <u>325 Main Rd, Gill, MA 01354</u> Contract Manager: <u>RAY PURINGTON</u> E-Mail: <u>administrator@gillma.org</u> Phone: <u>413 863 9347</u> Fax: <u>413 863 7775</u> Contractor Vendor Code: <u>VC6050191798</u> Vendor Code Address ID (e.g. "AD001"): <u>AD</u> (Note: The Address ID Must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: Department of Conservation and Recreation Business Mailing Address: DCR Bureau of Forest Fire Control; Hampton Ponds State Park; 1048 North Road / Route 202; Westfield, MA 01085 Billing Address (if different): DCR Bureau of Forest Fire Control; 251 Causeway St / Ste 600; Boston, MA 02114 Contract Manager: Roxanne B. Savoie E-Mail: <u>roxanne.savoie@state.ma.us</u> Phone: 1 413 538-9092 x 400 Fax: 413 538-9048 MMARS Doc ID(s): 3CTDCR4101FGRAFIR _____ RF/Procurement or Other ID Number: 2620-9702 // 2012 VFA Grant // FAF:
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<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See [Prompt Pay Discounts Policy](#).)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
2012 Volunteer Fire Assistance grant.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
 2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
 3. were incurred as of _____, 20____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of _____, 20____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: Town Name: Gill
 X: [Signature] Date: 6/4/12
 (Signature and Date Must Be Handwritten At Time of Signature in blue ink)
 Print Name: RAY PURINGTON
 Print Title: ADMINISTRATIVE ASSISTANT

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: _____
 Print Title: _____