

# TOWN OF GILL

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



[www.gillmass.org](http://www.gillmass.org)

## SELECTBOARD MEETING MINUTES

*September 5, 2012*

Call to Order: The Selectboard meeting was called to order at 5:15pm.

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

Housing Rehabilitation Revolving Loan Fund: The Board considered the FCRHRA's Housing Rehabilitation Revolving Loan Fund agreement, and the question about the amount of loan repayments, if any, that are returned to the revolving fund to be re-loaned. Recent information from the FCRHRA revealed that there is currently \$42,249 in Gill's revolving loan fund, with \$568,361 in outstanding loans in Gill. This year's \$179,000 CDBG award will likely only serve 5 households of the 14 total households on Gill's waiting list. A handout listing several possible loan repayment strategies was discussed, with a general sense that repaid loans should be re-loaned for housing rehab projects for as long as there is a need in town. John made a motion, seconded by Randy, for the Revolving Loan Fund agreement to specify 100% of loan repayments be returned to the revolving loan fund. The vote was unanimous in the affirmative.

5:23pm Timmie Smith joined the meeting.

Vacation Time/Comp Time: The Board continued its discussion of a request from the Police Chief to transfer unused vacation time to compensatory time, as the vacation time was originally due to expire on June 30<sup>th</sup>. There was back-and-forth discussion on the request, with a feeling that the time is owed to the employee, and the Town did not have enough per-diem officers available last year to allow the Chief to use all of his carried-over vacation time plus the 200 hours he accrues each year. It was also opined that a department head must do what it takes to run the department and still use the allotted time off, knowing that any unused balance will be lost. It was agreed that the "lose it" provision of the "use it or lose it" vacation policy in the Personnel Handbook needs to be more definitively stated.

Based upon the available information, it appears that of the 109 hours requested for transfer, all but 29.5 hours were used during July and August. Randy made a motion, seconded by Ann, to authorize 29.5 hours or a correctly determined similar amount of the Chief's FY12 vacation balance to be paid from the Police Department's FY13 budget, and to forward the Board's discussion of this matter to the Personnel Committee to use when they review vacation and comp time policies. In discussion of the motion it was noted that there really are no other funds from which to pay this time, and that if it had been taken when it was earned, it would have come from the department's operating budget. The vote on the motion passed, 2 in favor (Ann, Randy) and 1 opposed (John).

John asked about the appropriate venue for the Board to review time sheets and ask (an) employee(s) questions about the time sheets. Ann replied that the matter is a subject for Executive Session. An Executive Session for that purpose was tentatively set for October 3<sup>rd</sup> at 6:00pm.

5:55pm Police Chief David Hastings joined the meeting. Tupper Brown, Alden Booth, and Jacob Rau, all of the Finance Committee joined the meeting. (With Claire Chang, the Finance Committee has a quorum.)

Ann and the Chief presented a comparison of Police Department actual expenses for FY10, FY11, and FY12. The Chief presented a comparison of vehicle repair costs, by vehicle, for the same time periods. Some of the expenses (MDT monitors and tasers) will be re-categorized as Replacement Equipment expenses for the next version of the comparison report.

The Chief recommended that the FY13 supplemental budget include money in the Training line in order to put all of Gill's officers through firearms certification, which needs to be done annually. The State requires 32 hours per year of training for police officers in the topics on firearms certification, first aid/CPR, defensive tactics, and legal updates. Currently Gill's officers get their training through their employment with other towns (and through the Chief's Association, for the Chief). The Franklin County Sheriff may be working on a regional approach to meeting training needs for the towns.

There was a general discussion of various categories of expenses and the actual amounts. It was noted that it costs roughly \$10,220 per year to provide shift coverage for the Chief's and Sergeant's holidays, vacation time, and personal days.

The next step is for the Chief to develop a needs-based budget request for FY13, to be presented on September 17<sup>th</sup>.

7:05pm Chief Hastings left the meeting.

FCTS Negotiations: The Board reviewed an invitation from the Franklin County Technical School District Committee for the Chair to attend a meeting on 9/12 at which a representative from all of the member towns' Selectboards will be elected to participate and represent the towns during upcoming negotiations with the Franklin County Teachers Association.

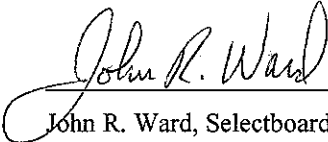
7:10pm Alden, Tupper, and Jacob left the meeting.

Department Turnbacks: The Board requested that Ray ask the Accountant to calculate the FY11 and FY12 amounts that went back into Free Cash from the Police, Fire, and Highway Department budgets. The information is needed prior to the Board's meeting on 9/24.

Warrant Articles: The Board asked Ray to have separate warrant articles for supplemental FY13 appropriations for the Police, Fire, Highway, Tree & Forestry, Library, and Cemetery Commission budgets.

Adjournment: The Selectboard meeting adjourned at 7:20 p.m.

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

  
\_\_\_\_\_  
John R. Ward, Selectboard Clerk

Page 2, Section 3.2. For loans repaid 5+ years after the grant period has closed, do you want the repayments:

- Totally returned to the Town
  
- Partially returned to the Town, keeping a minimum balance (\$\_\_\_\_) in the Revolving Fund
  
- Partially returned to the Town up to a maximum amount (\$\_\_\_\_) per year.
  
- Repayments go first to refill the fund to a minimum balance of \$\_\_\_\_. The next chunk of repayments, up to an annual maximum of \$\_\_\_\_ is returned to the Town. Then, anything over the Town's maximum goes to the fund. (Robin: OK by us. Just let us know what you want the numbers to be.)
  
- 100% of the repayments stay in the fund, but if at any point the Town feels the fund balance is too large and there are not enough new rehab loans being made, the Town may request some amount of money be returned to the Town. (Robin: Not permitted by federal rules. Once the funds are in the account, they need to be treated as Program Income. The Town could request that funds be re-programmed for other CDBG-eligible activities, but we cannot simply return them once they have been deposited in the RLF. You could, however, notify HRA that you want to stop depositing unrestricted funds into the account at any time.)

The Town hereby engages HRA to perform the services in the Scope of Services described below. The HRA accepts this engagement, and agrees to use its best efforts to perform the services pursuant to the terms and conditions hereof.

### 3. SCOPE OF SERVICES

The Town designates HRA to administer CDBG funds received for housing rehabilitation during the term of this agreement. HRA shall:

- 3.1. Accept on the Town's behalf all proceeds of housing rehabilitation loans made from Community Development Block Grants received by the Town and the Town's Housing Rehab Revolving Loan Fund account.
- 3.2. Optional: Check one box below if Town wishes funds not considered to be program income to be returned Return to the Town  all proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town, OR  proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town if the balance of funds in the Town's Housing Rehab Revolving Loan Fund account exceeds \_\_\_\_\_, OR  proceeds of loans received more than five (5) years after expiration of the grant agreement between the State and the Town up to a maximum of \_\_\_\_\_ in any calendar year.
- 3.3. Deposit proceeds from repayment of all loans (except for those proceeds identified in Section 3.2, if checked) in the Housing Rehabilitation Revolving Loan Fund account reserved for the benefit of residents of the Town.
- 3.4. Make timely payment of two percent (2%) of proceeds deposited in the Town's Housing Rehabilitation Revolving Loan Fund Account in accordance with state regulations and guidelines.   
    *to whom?*
- 3.5. Maintain accurate records of Town funds received under this agreement and account for these funds to DHCD as required by state regulations and guidelines.
- 3.6. Establish guidelines for the use of Town funds received under this agreement, included in Appendix A.
- 3.7. Establish, maintain and monitor intake, outreach and affirmative marketing policies and procedures to promote availability and use of Housing Rehabilitation Revolving Loan funds to benefit eligible low and moderate income residents of the Town.
- 3.8. Conduct intake with property owner(s) and verify eligibility.
- 3.9. If applicable, request lead paint inspection and report from qualified risk assessors. The cost of the lead inspection and report shall be paid by the Town from the HRRLF.

Police Department Budget Comparison

9/5/12

	FY10	FY11	FY12
<b>Payroll</b>			
Salary: chief	59,957	61,684	61,782
on call/call out	7,629	6,363	10,514
Holiday	1,692	1,394	1,765
	69,278	69,441	74,061
Salary:Sergeant	51,722	55,123	58,292
On call/Call outs	220	196	908
Holiday	244	627	440
	52,186	55,946	59,640
Salary; Part Time (budget)	14,238	14,127	
Salary:Part-time (Spec. art)		14,357	14,367
Total Salary	135,703	153,671	148,067

which?

**Contracted Services**

Cell Phone & MDT's	3,127	3,224	2,895
Other: MDT Montitor(2)			3,516
Other			

(2) new equipments Replacement Equip

**Due & Subscriptions**

Chiefs/FC/FBI etc	970	970	970
Radio's Pagers	2,719	2,775	2,808
Other: License ID Guide	29	29	29

Clothing/protective equip	682	1,238	1,233
Taser/batteries/cartridge		957	

← Replacement Equip

Fuel - Vehicle	7,346	7,906	8,479
Office/cleaning supplies	497	1,121	1,619
Postage	132	181	88
Repair & maint/veh/equip	4,521	2,321	4,059

**Repair & Maint - Vehicle**

Repair & Maint - Equipment			
Other:Radar Recert	505	365	470
Other:Cruiser Inspection	87	87	87
Other: Cruiser Lettering			1,060

Telephone: Att & Verizon	554	434	469
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Training	43	555	
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← All our part-time officers are trained by ~~the~~ FT jobs in other towns.

Total Expense	21,212	22,163	27,782
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Total Expended	156,915	175,834	175,849	0
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# Maintenance/Repair

9/5/12

	FY 12	FY 11	FY 10
Exp 04	1500 <small>Fan Blower Front Ball Tie Rod</small>	630	2716
Crown Vic 05	500 <small>Tires A/C</small>	337	612
08	1481 <small>LED light/Heater Coil spot light Front Blower Front Ball</small>	1189	446
\$561 New Equip	3481	2156	3774

3 year total per vehicle

04	4846
05	1449
08	3116

NOT INCLUDING INSPECTIONS, OIL CHANGES, POLISHES

	Maintenance Equipment	VS	Repairs <del>VS</del> Repairs	=	
FY 12	578	VS	3481	=	4,059
FY 11	165	VS	2156	=	2,321
FY 10	747	VS	3774	=	4,521

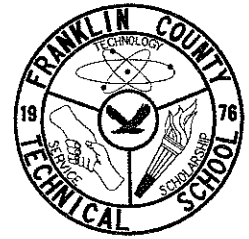
# FRANKLIN COUNTY TECHNICAL SCHOOL

82 Industrial Boulevard

Turners Falls, Massachusetts 01376

TEL: 413-863-9561 FAX: 413-863-2816

www.facts.org



James M. Laverty  
Superintendent

August 27, 2012

Chairperson of the Gill Board of Selectmen  
Gill Town Hall  
Gill, MA 01376

Dear Selectboard Chairperson:

Please be advised that the Negotiations Subcommittee of the Franklin County Technical School District Committee will be entering negotiations with the Franklin County Teachers Association.

Section 62 of the Education Reform Act (St. 1993 C.71) provides for participation by Municipal Chief Executive Officers in school committee collective bargaining negotiations. The statute also provides as follows:

In the case of a regional school district, (such as Franklin County Technical School District) said Chief Executive Officers or Chairmen of Boards of Selectmen, as the case may be, of the member cities and towns shall, in accordance with regulation to be promulgated by the Board of Education, elect one of their number to represent them pursuant to the requirements of this section.

Under the Education Reform Act of 1993 and the regulation for selecting a Municipal Collective Bargaining Representative for the Franklin County Technical School District, **this letter is official notification of a meeting at which the Chief Executive Officers or Chairmen of Boards of Selectmen shall elect one of their number to represent them pursuant to Section 1 of Chapter 150E of the General Laws (as amended by St. 1993, C.71, S.62).** This meeting is scheduled to be held on Wednesday, September 12, 2012, at 6:30 p.m., in the Assembly Hall at Franklin County Technical School, 82 Industrial Boulevard, Turners Falls, MA.

This meeting is scheduled so as to be held no later than seven days before commencement of collective bargaining negotiations in the regional school district, and shall comply with the Open Meeting Law. For your information, the member towns of Franklin County Technical School are: Bernardston, Buckland, Colrain, Conway, Deerfield, Erving, Gill, Greenfield, Heath, Leyden, Montague, New Salem, Northfield, Orange, Shelburne, Sunderland, Warwick, Wendell, and Whately.

Please call Merrienne Kaubris at (413) 863-4239 to confirm you or your designee's attendance at this important meeting to be held on Wednesday, September 12, 2012 at 6:30 p.m. If you have any questions, please contact Merrienne Kaubris at (413) 863-4239. Thank you for your prompt attention to this matter.

Sincerely,

Richard J. Kuklewicz, Chairman  
Franklin County Technical School District Committee

