

TOWN OF GILL

MASSACHUSETTS



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SELECTBOARD MEETING MINUTES

August 12, 2013

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

Present: John Ward, Ann Banash, and Randy Crochier, Selectboard members; Ray Purington, Admin. Assistant; Janet Masucci, David Detmold, and Nancy Griswold.

Minutes: Ann made a motion, seconded by Randy, to accept the minutes from 7/29. The vote was unanimous in the affirmative.

Energy Audit: No changes; the energy audit is still expected from Bart Bales on August 16th.

Sewer I&I Study: The preliminary report is being reviewed, and will be on the agenda for August 26th.

Community Shared Solar: Ray reported that he has received a written opinion from the Ethics Division, and that there is no conflict for him to work and act on potential solar projects for the Town in his capacities as Administrative Assistant, Zoning Board of Appeals Member, and Assessor. A copy of the opinion has been filed with the Town Clerk and the Selectboard.

Nancy Griswold asked John if he has filed a disclosure form that outlines his status as a Selectboard member and as an owner of the Solar Store of Greenfield. John answered that he has not, but will.

Gill Elementary Paving: Ray reported that the bid opening for the paving project will be on August 21st at 2:00 p.m. A Selectboard meeting will be held that evening at 6:30 p.m. to review and take action on the bids.

Regional Shelter Plan: Ray reported that Town Counsel has reviewed the proposed "Franklin County Regional Shelter Plan Addendum to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement." Counsel's only comment was to point out that if a shelter is activated and used by Gill residents, the Town will be responsible for the proportional share of the costs of running the shelter. It was felt that this is a reasonable condition, and that shelters only get used when they are truly needed. Ann made a motion, seconded by Randy, to authorize John as Chair to sign the Addendum on behalf of the Selectboard. The vote was unanimous in the affirmative.

Sewer Abatement: Acting as Sewer Commissioners, the Board revisited an abatement request from the 7/29 meeting. John reported that he visited the Chudzik property and confirmed there are three large koi ponds, including one that is 7 or 8 feet in diameter, and one that is approximately 11 feet by 19 feet. Such ponds typically have a depth of 3 feet, which calculates to a volume of water in line with the 732 cubic feet requested in the abatement. It was questioned whether such ponds require a building permit, and Ray will inquire with the Building Inspector. (The answer: ponds are landscaping and do not require a building permit.) Ann made a motion, seconded by Randy, to grant the abatement of \$98.82. The vote was unanimous in the affirmative.

Use of Town Common: The Board reviewed a request from Gill Elementary Principal Kathleen Adams to use the Town Common as an alternate location for the back-to-school ice cream social on August 27th. The request is being made in case the school grounds are unavailable because of the paving project. The Board suggested including the Town Hall in the request, in case of rain. Randy made a motion, seconded by Ann, to allow the use of the Town Common and Town Hall and to waive the fee for the use. The vote was unanimous in the affirmative.

Trash Bag Sticker Purchase Order: Ray presented a purchase order for 25,000 trash bag stickers at a total cost of \$916.70 plus shipping. He noted that this is more than the \$900 he estimated for the FY14 budget, and requested

permission to pay the excess cost from the new Solid Waste & Recycling Revolving Fund. Permission was granted and the purchase order was signed.

Surplus Equipment: The Board reviewed a request from Highway Superintendent Mick LaClaire to declare the 1999 Chevrolet Blazer to be surplus equipment. The Highway Department is now using the 2005 Ford Explorer as their "runaround" vehicle, and the Blazer is no longer needed. The Blazer has 104,506 miles on it. Ray suggested it be sold via Craigslist or similar methods that don't cost money for advertising or listing sales. He recommended a minimum price of \$200, the going price for junk vehicles that still run. Ann made a motion, seconded by Randy, to declare the Blazer as surplus and to set a minimum price of \$200. The vote was unanimous in the affirmative.

Meeting Schedule: Ann asked if Selectboard meetings from now until mid-October could begin at 6:30 p.m. to accommodate her new work schedule. The change was agreed to.

Cemetery Trust Fund: Town Treasurer Ronnie LaChance joined the meeting at 5:05 p.m. to present her findings on the Edward Morgan Trust Fund, a fund which belongs to the private Riverside Cemetery Association, but is held by the Town. She reported that her research has shown that because of the way the trust fund was created, the current arrangement must remain, and the Town cannot transfer the fund to the control of the R.C.A.

On a separate matter, she reported that the Town has adequate money in its Septic Grants fund to repay all that is owed on a water pollution abatement trust loan issued years ago. The loan cannot be paid off early, however.

Ronnie LaChance and Nancy Griswold left the meeting at 5:15 p.m. Suzanne Smiley joined the meeting.

ZBA Use of Town Counsel: Suzanne Smiley, Chair of the Zoning Board of Appeals, met with the Selectboard to ask permission to have Town Counsel attend all future hearings associated with a new Special Permit application from the Franklin County Boat Club. The Boat Club is seeking a Special Permit to extend the existing clubhouse by attaching a covered walkway and a pavilion. The pavilion is existing, and was erected under a Special Permit granted by the ZBA in 2010. However, that permit was appealed to Land Court, and in October 2012 the Court ruled that the Town's bylaws do not allow a new structure on a "non-conforming lot". (The Boat Club's property lacks the necessary frontage on a town road.) The Court ruling indicated that the pavilion could be allowed by Special Permit if it was an extension of the clubhouse, and the Boat Club is seeking such a permit.


Given that the Town spent significantly (\$6,000 by Ray's rough estimate) on its bare-bones defense of the appeal, the ZBA felt it wise to have Town Counsel actively involved during this next round of public hearings, to help ensure it makes a rigorous, legally defensible decision. Ann made a motion, seconded by Randy, to authorize the use of Town Counsel for the Boat Club Special Permit and to have Counsel present at the public hearings. The vote was unanimous in the affirmative.

Suzanne Smiley and David Detmold left the meeting at 5:23 p.m.

Warrant: The Board reviewed and signed FY 2014 warrant #4.

The meeting adjourned at 6:10 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



Randy P. Crochier, Selectboard Clerk

Franklin County Regional Shelter Plan

Addendum to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement

By and Between the Town of

GILL

and all other

Local Governments that Have Signed this Addendum

This **ADDENDUM** to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement dated as of this 12th day of August, 2013 (the "Addendum") is endorsed by the municipality of Gill, Massachusetts (the "Participating Municipality") pursuant to Massachusetts General Laws Chapter 40 Section 4A. The Participating Municipality providing regional sheltering services under this Addendum is referred to herein as the "Host Community." School Districts that own a regional shelter facility located in the Host Community are also encouraged to endorse this Addendum and to enter into Facility Agreements with the elected officials of their Town.

WHEREAS, M.G.L. c. 40 s. 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform;

WHEREAS, the Participating Municipalities in Franklin County are all signatories of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement which is intended for use in an emergency situation, "in the light of exigencies of an extreme emergency situation" as excerpted from Chapter 639 of the Acts of 1950, as codified under Mass Gen. Laws. C. 33, appendix and other relevant State and local laws and policies;

WHEREAS, the Participating Municipalities agree to work in common to coordinate and operate regional shelters to provide services to displaced disaster victims located in the region as additional mutual aid services;

WHEREAS, the Participating Municipalities agree to pay their fair share of the costs of operating a regional shelter because their citizens will benefit from the availability of the regional shelter.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the Participating Municipalities hereto, the Participating Municipalities agree as follows:

- 1) The Emergency Management Directors (EMD) or Assistant EMDs (AEMD) of all Participating Municipalities shall determine when and where to begin and end regional sheltering assistance, to the extent practicable. In the absence of the EMD and/or AEMD,

the Mayor, Board of Selectmen, or Town Manager/Administrator (if legally authorized) shall make and receive requests for regional sheltering assistance. If it is not possible for a representative of each participating municipality to take part in a meeting, conference call, or other means of communication available for the purpose of making a regional sheltering determination, a group comprised of at least two or more Participating Municipalities within the region shall suffice, providing that it includes a representative of the Host Community in which the regional shelter would be located. Any verbal request to begin or end regional sheltering assistance shall be followed up with a written request to the Host Community as soon as practicable.

- 2) All Participating Municipalities agree to collaborate in order to provide trained and authorized personnel, equipment and facilities to conduct a regional sheltering operation and to make such regional shelters available to other Participating Municipalities under the terms and conditions set forth herein.
- 3) It is mutually understood that each Participating Municipality's foremost responsibility is to its own residents. This Addendum shall not be construed to impose an absolute obligation on any Participating Municipality. Accordingly, when regional sheltering assistance has been requested, a Host Community, may, in good faith declare itself unavailable to assist and shall so inform the requesting Participating Municipality(ies).
- 4) The Host Community in which a regional shelter is located is primarily responsible for coordinating and operating that regional shelter, with resources and funding to be provided by the other Participating Communities as agreed herein, consistent with the policies and procedures detailed in the Franklin County Regional Shelter Plan.
- 5) The Host Community shall pay for the expenses to operate the regional shelter and then seek reimbursement from the other Participating Municipalities that requested sheltering assistance from the time the regional sheltering assistance request was made until the request to end regional sheltering assistance was made, including reasonable costs to close the regional shelter. In the event that other Participating Municipalities have provided staff or other official personnel to assist the Host Community in the operation of the regional shelter, the salaries of those personnel shall continue to be the responsibility of their home municipality.
 - a) The Host Community shall send an invoice and supporting documentation for all reasonable costs incurred to operate the regional shelter to the requesting Participating Municipalities, as soon as practicable following the closing of the shelter. The requesting Participating Municipalities shall make payment or advise of any disputed items within 30 (thirty) days following the date of the invoice.
 - b) The cost to each requesting Participating Municipality shall be allocated based upon the proportion of shelter residents from each requesting Participating Municipality, using an overall average of the percentage of residents from each municipality calculated for each day that the shelter is in operation. Costs attributable to services provided to residents of the Host Community at the shelter shall not be included in the costs allocated to the other Participating Municipalities.

- c) If a Participating Municipality has provided staff and/or other official personnel in support of the operation of a regional shelter (including fire and police department personnel, Board of Health staff, and Building Inspectors), the shelter costs allocated to them shall be reduced by the value of those services; but in no case shall that reduction exceed the value of the total cost allocation to the Participating Municipality. Reductions for the value of municipal staff services shall be commensurate with their regular hourly rate, plus benefits. Community volunteers not acting in an official capacity on behalf of and under the supervision of the Participating Municipality, including members of regional volunteer organizations such as the Medical Reserve Corps, Community Emergency Response Team, or Disaster Animal Response Team, shall not be included for purposes of calculating a reduction in the regional shelter cost allocation.
 - d) The Host Community shall also reserve the right to send an invoice and supporting documentation for all reasonable costs incurred to operate the regional shelter to any municipality whose residents were provided the services of the regional shelter, regardless of whether they have endorsed this Addendum, under the provisions of Section 11, Reimbursement, of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement.
 - e) In the event that the Regional Shelter Facility is owned by a party other than the Host Community (e.g., a School District), the costs incurred by the Facility Owner (including heat, electricity, janitorial services, nursing staff, etc.) shall be billed to the Host Community and included in the sheltering costs included in the invoices sent to all Participating Municipalities. These costs shall be reimbursable to the Facility Owner once payment on at least 75% of the outstanding invoices has been received by the Host Community.
 - f) Cost recovery by the Host Community from the Participating Municipalities shall occur whether or not a federal or state disaster declaration is made. All records of activities and expenses of all Participating Municipalities associated with the opening, operation, and closing of a regional shelter shall be in a form consistent with state and federal requirements for reimbursement in the event that a state or federal disaster were declared. Any requests for reimbursement of expenses related to operating a regional shelter during a state or federal emergency shall be submitted by the individual Participating Municipalities and/or the School District to the appropriate state and federal agencies for their share of the expenses.
- 6) To the extent that immunity does not apply, each Participating Municipality shall bear the liability for its own actions or those of its representatives and employees, as it does with day-to-day operations. Participating municipalities shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory Limit
Employers' Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence

- 7) This Addendum shall remain in effect for a period of up to twenty-five (25) years unless earlier terminated by the Participating Municipalities, and shall run coterminous with the term of the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement.
- 8) Any Participating Municipality may withdraw from this Addendum upon sixty (60) days written notice to all other Participating Municipalities. The withdrawal from this Agreement shall not affect the obligation of any Participating Municipality to reimburse the Host Community for costs and expenses already incurred prior to the effective date of termination.
- 9) This Addendum may be modified at any time upon the mutual written consent of all of the Participating Municipalities.
- 10) This Addendum shall be governed by, construed, and enforced in accordance with the laws of Massachusetts.
- 11) Any notices permitted or required hereunder to be given or served on any Participating Municipality (including the Host Community) shall be in writing and signed in the name of or on behalf of the Participating Municipality giving or serving the same by an authorized representative as outlined above in section 1. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the USPS postmark date of any properly addressed notice sent by mail.
- 12) The Parties shall strictly observe and comply with all federal, state and local laws and regulations which may govern the services to be provided as herein specified.
- 13) The Parties shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.
- 14) Should any clause, sentence, provision, paragraph or other part of this Addendum be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Addendum.
- 15) This Addendum constitutes the complete agreement between the Participating Municipalities concerning the subject matter hereof.

**Franklin County Regional Shelter Plan Addendum
to the Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement:**

Town of Gill, Massachusetts

Chief Elected Official authorized to enter into Mutual Aid Agreements

By: John R. Ward Selectboard Chair
[Print name and title]

By: John R. Ward Date: 8/12/2013

TOWN OF GILL

MASSACHUSETTS



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TOWN FACILITIES REQUEST FORM

Name: Kathleen Bailer Adams

Organization: Gill Elementary School

Address: 48 Boyle Road

Town/City: Gill State: MA

Daytime Phone: 413-863-3255 Evening Phone: 413-207-1083

Facility Requested: Town Hall Commons

Date(s) of Use: 8/27/13

Hour(s) of Use: 6:00-7:30 pm (5:30pm set up)

Nature of Event: In the event of the paving project occurring on 8/27/13, the Gill School and PTO would like to use the Town Hall Commons to hold our annual back to school ice-cream social. We usually have a pretty good turnout. If possible, we would love one or two tables for the ice cream. If not, we can provide our own. We would appreciate not being charged for the use of the commons.

Number of Attendees: approximately 100

A town employee, board member, or committee member must be present throughout the duration of the event. If you do not have such a member who volunteers to be present, a fee will be charged to provide one.

Is a town employee, board member, or committee member part of your organization? Y N

If yes, what is his/her name? Jocelyn Castro-Santos -- Cultural Council

Fees:

Individual resident	Free
Individual non-resident	\$25 per event
Non-profit organization	\$10 per event
For profit organization	\$50 per event
If a town employee is necessary	\$25 per hour

Telephone 413-863-9347

325 Main Road, Gill MA 01354

Fax 413-863-7775

This institution is an equal opportunity provider and employer.

Received Time Aug. 8. 2013 10:07PM No. 1244

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Town of Gill MA

BILL TO: Town of Gill
325 Main Rd
Gill, MA 01376
Contact Name: Ray Purington
Contact Phone: 413-863-9347
Email: administrator@gillmass.gov

SHIP TO: Town of Gill
325 Main Rd
Gill, MA 01376
Contact Name: Ray Purington
Contact Phone: 413-863-9347
Email: administrator@gillmass.gov

QUOTATION

Date: 8/7/2013
Quote #: QUO-02753-G8C0H7
Quote valid until: 9/6/2013
Prepared by: Carl Blandford
cblandford@wastezero.com
Phone: (843) 299-0353
Fax: (843) 350-4836

Thank you for the opportunity to provide a quote for your order. To process the order as quoted, please (A) sign and date below in "Acceptance Signature," (B) provide PO number (or signature, printed name, title, date), and (C) fax (or scan and email) one or both pages to customer service. By signing below, you are agreeing to the terms and conditions included. I look forward to hearing back and answering any questions you may have.

Item #: Gill MA 1226		
New Item? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		PS #: 454
Description: Gill Tag-A-Bag (5-Up) - Numbered		Price per tag (rounded)
Tag Style	Tag-A-Bag (5-Up) - Numbered	\$0.0367
Dimensions	1.4" x 7.5" Tag, 5 per 7" x 7.5" Sheet	
Tag Color	Background: 361 Green	Stock: Semi-Gloss
Packaging	Sheet	Tag quantity
Printing	Ink color 1:Black Ink color 2:NONE Second-side print:No	25000
Numbering: Yes	Range: 175001 to 200000	Location: Tag by Tag Number
Recycling shape punch-out die cut	No	
Safety slits or safety scores	No	
Additional Tag Details		
<ul style="list-style-type: none"> Tags come perforated five to a sheet with two back slits for easy removal. Tags come shrink-wrapped in packages of 100 sheets / 500 tags. Starting and ending numbers are displayed on the outside of each package. 		
Rush Service	No	
QUOTE TOTAL		\$916.70

Terms and Conditions

- Ship Date: Allow four weeks after art approval.
- Shipping costs are not included and will be additional cost.
- If Rush Service is selected, an additional \$150 is included in the Quote Total.
- Second-side and second color printing each require an additional printing plate cost of \$125, included in Quote Total as applicable.
- Sales tax is the responsibility of the customer.
- Terms: Net 30 days. Unpaid balance will incur a 2% per month charge.

Additional Approval

- Artwork or verbiage approval will be required for all new items (as applicable).
- Orders over \$5,000, without a PO, may require additional approval.

Please check the box below if billing or delivery information is incorrect OR has changed, and indicate changes on the next page.
PLEASE NOTE: This box must be checked for changes to occur.
 Changes necessary

John B. Ward
Ray Purington
Smith Lomas

Acceptance name (printed) RAY PURINGTON	Title ADMIN. ASST.	Date 8/13/13	Purchase order #: RP0813
Acceptance signature <i>R. Purington</i>			
Indicate payment method <input type="checkbox"/> Check. Remit to WasteZero, 8540 Colonnade Center Dr., Suite 312, Raleigh, NC 27615. <input type="checkbox"/> Credit card. To pay by credit card, or for payment questions, please call WasteZero Payment at 800-866-3954 or email finance_payment@wastezero.com. We accept Visa, MasterCard, American Express, and Discover.			
<input checked="" type="checkbox"/> * Please bill the Town.			
PLEASE FORWARD TO WASTEZERO <input type="checkbox"/> Artwork and/or verbiage for your tag. Please e-mail artwork to customerservice@wastezero.com in .jpeg, .pdf, or .tif files. Artwork can contain instructions, logos, and more.			

Gill Highway Dept.

Date: April 30, 2013

Memorandum:

Dear: Selectboard

As we all know the highway dept has been using the Ford Explorer now for running around town and getting parts. As far as we are concerned the Chevrolet Blazer that has been retired should go out to bid, my recommendation is to have a sealed bid procedure and sell it as is.

The Info on the car is as follows:

Year --- 1999

Vin # 1GNDDT13W0X2115881

Model--- Chevrolet Blazer (S-10) LS 4 door 4 wheel drive

Mileage--- 104506

Thanks, Respectfully Mick.

