

# 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

*October 21, 2013*

Call to Order: The Selectboard meeting was called to order at 6:30 PM.

Members Present: John Ward and Randy Crochier

Members Absent: Ann Banash

Others Present: Ray Purington, Admin. Assistant; Janet Masucci, and David Detmold.

Minutes: Randy made a motion, seconded by John, to accept the minutes from 10/7. The vote was unanimous in the affirmative.

Energy Audit: Ray noted that Bart Bales expects to have the report on the Library energy audit completed by this Friday, October 25th.

Sewer I&I Study – Smoke Test: Ray reported that Highway Superintendent is still waiting for another quote for equipment and assistance to do the smoke test on the Riverside sewer system. The Board asked to try to have this prioritized, so that the testing can be done this fall.

Community Shared Solar: No developments to report.

Sewer Rates: Ray presented an updated handout on a proposed increase to sewer rates for the Riverside sewer system. The new document includes the \$0.150/cu. ft. rate scenario that was requested at the 10/7 meeting, as well as a slightly higher \$0.155/cu. ft. rate. There was consensus that “Scenario C”, \$0.150/cu. ft. looks like the right amount of an increase, enough but not too much. The vote on the rate increase was scheduled for the beginning of the next Selectboard meeting, 6:30 PM on November 4<sup>th</sup>.

Chapter 90 Request – Hoe Shop Road: The Selectboard reviewed a request from Highway Superintendent Mick LaClaire to re-purpose \$15,000 of unused Chapter 90 funds from projects on Main, West Gill, and Mountain Roads. There is 1,415 feet of pavement on the north end of Hoe Shop Road that is in very bad condition, and LaClaire wants to “reclaim” that portion of the road. The reclamation project will involve grinding up the existing pavement, mixing it with new gravel, and compacting the mixture onto the road. There will be a separate Chapter 90 project next year to resurface the road. LaClaire is concerned that without action this fall, the road be dangerous to drive on and plow. Randy made a motion, seconded by John, to approve the request and authorize Ray to sign the necessary paperwork. The vote was unanimous in the affirmative.

Perambulation of Town Bounds: A request from the Town Clerk to discuss “perambulation of the Town bounds” was passed over and will be rescheduled, as the Town Clerk was not available tonight.

Cultural Council FY14 Grant: The Massachusetts Cultural Council has awarded the Gill Cultural Council a grant of \$4,250 for FY14. This amount is up from the \$3,870 in FY13, and almost matches the \$4,300 received in FY09. Randy made a motion, seconded by John, to accept the grant and authorize Ray to sign the necessary paperwork on behalf of the Selectboard. The vote was unanimous in the affirmative.

Flu Clinic, Office Hours: A community-wide flu vaccination clinic will be held at the Gill Elementary School on Nov. 12<sup>th</sup> from 3:30-6:30 PM. The event is being conducted by Town Nurse Lisa White as part of Gill’s membership in the Cooperative Public Health Service. Denise Andrews, Gill’s State Representative, will hold office hours during the event from 5:30 – 6:30 PM.

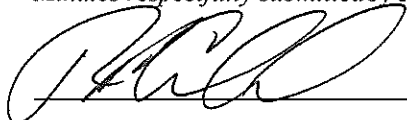
Meeting Times: There will not be a Selectboard meeting on January 27<sup>th</sup>, as both John and Ann will be out of town. Randy will sign the warrant with Town Clerk Lynda Hodsdon Mayo.

David Detmold left the meeting at 6:55 PM.

Warrant: The Board reviewed and signed FY 2014 warrant #9.

The meeting adjourned at 7:30 PM.

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



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Randy P. Crochier, Selectboard Clerk

# DRAFT - 10/21/13

## Preliminary Information on Proposed Sewer Rate Increase

Oct. 21, 2013

	FY14	FY13	FY12	FY11	FY10	FY09
Category	Budgeted	Actual	Actual	Actual	Actual	Actual
Alarm Services	280	252	252	246	240	240
Bill Printing	555	552	553	551	543	543
Electric	1,290	1,109	1,239	1,317	1,407	1,710
Inspections/Calibrations	585	100	569	569	70	1,003
Maintenance	3,625	3,674	1,224	130	-	2,897
Mileage	1,400	1,127	1,249	1,046	1,080	1,349
Mowing	450	335	440	275	290	100
Other/Supplies	200	803	-	26	480	296
Payroll	11,077	9,303	9,998	9,162	10,774	9,767
Postage	350	-	-	-	110	-
Sewage Disposal	59,000	59,053	63,897	52,029	47,070	42,470
UNBUDGETED Sewer Increase	1,445	-	-	-	-	-
UNBUDGETED Smoke Test	2,500	-	-	-	-	-
Telephone	230	225	213	222	176	170
<b>Expenses grand total</b>	<b>82,987</b>	<b>76,534</b>	<b>79,633</b>	<b>65,573</b>	<b>62,240</b>	<b>60,544</b>

Omnibus Budget Voted	79,042	79,042	67,740	66,166	66,047	51,916
Extra Voted to Budget	-	-	12,000	-	-	11,000
Budget minus Expenses	(3,945)	2,508	107	593	3,806	2,371

### Revenue

There are currently 113 sewer accounts.

Current Rate	0.135 \$/cubic foot
less 10% discount	0.0135 (all customers receive the discount)
Effective Rate	0.1215

### Sewer Commitments - aka Invoices to Users

Period	FY14	FY13	FY12	FY11	FY10	FY09
		73,688.53	\$ 49,266	\$ 51,262	\$ 52,310	\$ 57,168

### Current Projected Revenue

RWD Water Use (current average)	13,459 gal/day	(average of last 8 quarters)
equals	4,912,535 gal/year	
equals	656,757 cu ft/year	
x current Effective Rate	0.1215 \$/cu ft	
<b>Total Invoiced to Sewer Users</b>	<b>\$ 79,796</b>	

# DRAFT - 10/21/13

## Proposed Projected Revenue - FULL YEAR

<u>Scenario A</u>			<u>Scenario B</u>		
Possible New Rate	0.137	\$/cu ft	Possible New Rate	0.140	\$/cu ft
Possible Effective Rate	0.1233	\$/cu ft	Possible Effective Rate	0.1260	\$/cu ft
Estim. Total Full Year	\$ 80,978		Estim. Total Full Year	\$ 82,751	

<u>Scenario C</u>			<u>Scenario D</u>		
Possible New Rate	0.150	\$/cu ft	Possible New Rate	0.155	\$/cu ft
Possible Effective Rate	0.1350	\$/cu ft	Possible Effective Rate	0.1395	\$/cu ft
Estim. Total Full Year	\$ 88,662		Estim. Total Full Year	\$ 91,618	

## Proposed Projected Revenue - Sept. bill @ Old Rate, Dec/Mar/Jun bills @ New Rate

Bill Date	<u>Scenario A</u>			<u>Scenario B</u>		
	Avg Cu. Ft	Disc. Rate	Bill Total \$	Avg Cu. Ft	Disc. Rate	Bill Total \$
Sept '13 - Actual	177,493	0.1215	\$ 21,586	177,493	0.1215	\$ 21,586
Dec '13 (avg last 2 Dec bills)	153,175	0.1233	\$ 18,886	153,175	0.126	\$ 19,300
Mar '14 (avg last 2 Mar bills)	156,799	0.1233	\$ 19,333	156,799	0.126	\$ 19,757
Jun '14 (avg last 2 Jun bills)	155,912	0.1233	\$ 19,224	155,912	0.126	\$ 19,645
			\$ 79,029			\$ 80,287

Bill Date	<u>Scenario C</u>			<u>Scenario D</u>		
	Avg Cu. Ft	Disc. Rate	Bill Total \$	Avg Cu. Ft	Disc. Rate	Bill Total \$
Sept '13 - Actual	177,493	0.1215	\$ 21,586	177,493	0.1215	\$ 21,586
Dec '13 (avg last 2 Dec bills)	153,175	0.135	\$ 20,679	153,175	0.1395	\$ 21,368
Mar '14 (avg last 2 Mar bills)	156,799	0.135	\$ 21,168	156,799	0.1395	\$ 21,873
Jun '14 (avg last 2 Jun bills)	155,912	0.135	\$ 21,048	155,912	0.1395	\$ 21,750
			\$ 84,480			\$ 86,577

### Impact on Average Sewer User

	Cubic Feet	Discounted	Billed	Amount Over	% Over	Scenario
		Current Rate	Amount	Current	Current	
Current Avg. Quarterly Amount	1440	0.1215	\$ 175			
Current Avg. Annual Amount	5759	0.1215	\$ 700			
Possible Avg. Quarterly Amount	1440	0.1233	\$ 178	\$ 2.59		
Possible Avg. Annual Amount	5759	0.1233	\$ 710	\$ 10.37	1.5%	A
Possible Avg. Quarterly Amount	1440	0.1260	\$ 181	\$ 6.48		
Possible Avg. Annual Amount	5759	0.1260	\$ 726	\$ 25.92	3.7%	B
Possible Avg. Quarterly Amount	1440	0.135	\$ 194	\$ 19.44		
Possible Avg. Annual Amount	5759	0.135	\$ 777	\$ 77.75	11.1%	C
Possible Avg. Quarterly Amount	1440	0.1395	\$ 201	\$ 25.92		
Possible Avg. Annual Amount	5759	0.1395	\$ 803	\$ 103.66	14.8%	D



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue  
Boston, MA 02116-3803  
617.727.3668  
800.232.0960 Toll Free  
617.338.9153 TTY  
617.727.0044 Fax  
mcc@art.state.ma.us E-mail  
www.massculturalcouncil.org Web

October 16, 2013

Randy Crochier, Board of Selectmen Chair  
Town of Gill  
Town Hall  
325 Main Road  
Gill MA 01354-9758

\$3,870 in FY 13

\$4,300 in FY 09

Dear Mr. Crochier:

Enclosed is a contract and scope of services for the Town of Gill that covers the transfer of FY 2014 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Gill Cultural Council.

**State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.**

The contract includes: a signature page with the amount of the allocation (\$4,250), dates of service (July 1, 2013 to June 30, 2014), and a place to sign. You only need to sign it and include an email address, if possible. By using some of the contact information you provide, we hope to be able to build a database to allow more specific mailings to the officials of your municipality, including yourself. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 30, 2013.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to call me at 617/858-2722.

Thank you very much.

Sincerely,

Michael Nagle  
Fiscal Officer

Attachments





MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue  
Boston, MA 02116-3803

617.727.3668

800.232.0960 Toll Free

617.338.9153 TTY

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

### Scope of Services/Budget

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)



# 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](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> Town of Gill (and d/b/a): Town Hall 325 Main Road <b>Legal Address: (W-9, W-4,T&amp;C):</b> Gill MA 01354-9758	<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council <b>MMARS Department Code:</b> ART
<b>Contract Manager:</b> Randy Crochier, Board of Selectmen Chair	<b>Business Mailing Address:</b> 10 St. James Ave. 3rd Fl., Boston MA 02116
<b>E-Mail:</b> administrator@gillmass.org	<b>Billing Address (if different):</b>
<b>Phone:</b> 413/863-9347 <b>Fax:</b> 413/863-7776	<b>Contract Manager:</b> Michael Nagle
<b>Contractor Vendor Code:</b> VC6000191798	<b>E-Mail:</b> Michael.Nagle@state.ma.us
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD (Note: The Address Id Must be set up for EFT payments.)	<b>Phone:</b> 617/858-2722 <b>Fax:</b> 617/727-0044
	<b>MMARS Doc ID(s):</b>
	<b>RFR/Procurement or Other ID Number:</b>

<p style="text-align: center;"><b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (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). \$ \$4,250.

**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.)  
**Local Cultural Allocation for the Gill Cultural Council**

**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 **July 1, 2013**, 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 June 30 2014, 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.

<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>10/22/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>RAY PURINGTON</u> Print Title: <u>ADMINISTRATIVE ASSISTANT</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>
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# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: *Town of Gill*  
CONTRACTOR VENDOR/CUSTOMER CODE: *VC 6000191798*

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<i>John Ward</i>	<i>Selectboard Chair</i>
<i>Randy Crochier</i>	<i>Selectboard Clerk</i>
<i>Ann Banash</i>	<i>Selectboard Member</i>
<i>Ray Rorrington</i>	<i>Administrative Assistant</i>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

*John R. Ward*  
Signature

Date: *Oct. 21, 2013*

Title: *Selectboard Chair*

Telephone: *413 863 9347*

Fax: *413 863 7775*

Email: *administrator@gillmass.org*

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.