

# TOWN OF GILL

MASSACHUSETTS



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

## SELECTBOARD MEETING MINUTES

*April 19, 2016*

Call to Order: The Selectboard meeting was called to order at 5:35 PM.

Members Present: Greg Snedeker, John Ward, Randy Crochier (5:47 PM)      Members Absent: none

Others Present: Ray Purington, Admin. Assistant; Edite Cunha, Janet Masucci

Public Gathering Permit: The Selectboard reviewed the application for the 2016 Public Gathering Permit for the Turners Falls Schuetzen Verein, covering various seasonal rentals and club functions during the spring, summer, and fall. Conditions on the permit were recommended by the Fire Department and Police Department. There were no public comments on the application. John made a motion, seconded by Greg, to approve and grant the permit with conditions. The motion was approved by a 2-0 vote.

Minutes: John made a motion, seconded by Greg, to approve the minutes from 4/4/16. The motion was approved by a 2-0 vote.

Green Community Grant: The Dept. of Energy Resources (DOER) has approved the window restoration project at the Riverside Building.

Sewer: Nothing to report.

Safety Complex Roof / Insulation: The spray foam insulation on the 5'x100' knee wall was completed yesterday, 4/18/16, by Energia.

Gill Elementary Well: Nothing to report.

Mariamante/Community Solar: Nothing to report.

Annual Reports: Printing costs have been quoted by the Jail at \$4.15 per copy. For 200 copies, each year will cost \$830. The Annual Report project account has enough to print two years, as does the FY16 budget for the Selectboard. Money will be added to the Selectboard's FY17 budget request to ensure enough funds to get caught up on printing the past due reports.

Randy Crochier joined the meeting at 5:47 PM.

Regional Dog Kennel: The Selectboard reviewed the FY17 Memorandum of Agreement between the Town and the Franklin County Sheriff's Office for Regional Dog Control Services. Randy disclosed that he is employed by the Sheriff's Office, and recused himself from the discussion and vote. The key benefit to the program is the access to the regional dog kennel. The fee for FY17 will be \$350. John made a motion, seconded by Greg, to participate in the program for FY17 and to authorize Ray to sign the agreement on the Town's behalf. The vote was 2 in favor, with 1 abstention.

Gene Beaubien joined the meeting at 5:50 PM.

FRCOG Traffic Counts: The FRCOG has again offered to conduct traffic counts this summer for its member towns. The Selectboard discussed results from last year's count that was done on Main Road, just below the intersection with Lyons Hill Road. Most cars, 43.6%, were traveling between 36 and 40 mph. Another 21.3% were traveling at speeds less than 36 mph, and 35.1% at speeds over 40 mph.

The faster speeds remain a concern, but it was suggested that the location of the traffic sensor may have been too far from the Town center (Library, Town Hall, Town Common, Gill Church, Gill Tavern, River Road, and Center Road) to accurately reflect vehicles' speed. The sensor may have been located before vehicles start to slow down as

they are headed north, and after they have regained speed when headed south. The Selectboard decided to request a repeat study on this section of Main Road, but with the sensor located much closer to the Town center.

Street Sweeping Bid: Randy made a motion, seconded by John, to award the 2016 bid for street sweeping to A Lot of Lines. The vote was unanimous in the affirmative. The company submitted the low bid at \$115/hour. The Town has used them each of the last three years.

Stump Pile Grinding: Acting on a recommendation from Highway Superintendent Mick LaClaire, the Selectboard approved by consensus a request to hire Pantermehl Land Clearers to shear and grind stumps and other wood debris piled at the end of River Road. The \$4,200 expense will be paid using the FY17 Snow & Ice budget, as the majority of the debris was collected as a result of winter storms.

Comcast License Renewal Hearing: The Selectboard decided to hold a public hearing on Tuesday, May 17<sup>th</sup> at 6 PM to take comments on the renewal of the cable television license of Comcast.

Elections Appointment: Acting on a request from Town Clerk Lynda Hodsdon Mayo, Randy made a motion, seconded by John, to appoint Bob Perry as an Elections Constable through June 30, 2016. The vote was unanimous in the affirmative.

Purchase Order for Pagers: Gene Beaubien, Emergency Management Director, presented a purchase order for five Minitor VI pagers for a total delivered price of \$2,400.75. The expense will come from the VY Fund. We currently do not have any spare pagers, and it costs \$295 to repair an old one, versus \$475 for a new one. The PO was approved by consensus.

Extension on VY Funding: Beaubien reported that MEMA is close to finalizing an agreement that will continue VY funding, at a reduced rate, for two more years to towns in the Emergency Planning Zone.

Engine 2 Repair: Engine 2 backed against an iron mailbox post on a recent mutual aid call, and suffered \$1,200 in dents and scratches to the truck body and wheel well trim. The Selectboard approved having the repairs done, but decided against filing an insurance claim, as the deductible is \$1,000.

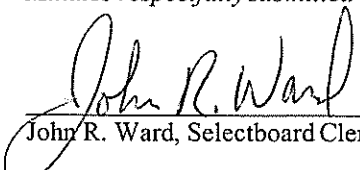
Fire Services Regionalization Study: The FRCOG is working on a project to have someone conduct a feasibility study of regionalizing fire services. A Memorandum of Understanding to participate in the study is expected in May. The regionalization groupings currently under consideration are: Turners Falls & Montague Center; Turners Falls, Montague Center, Greenfield, Gill, and Erving; and the previous 5 plus Deerfield and South Deerfield. Beaubien, as Fire Chief, spoke against regionalization. It was also pointed out the regionalization doesn't always mean the same services at a lower cost. There was consensus that the concept is worth exploring, at least to the point of seeing the MOU. Regionalization could address the problem of millions of dollars of fire equipment that generally gets little use, but ages nonetheless.

Beaubien and Cunha left the meeting at 6:25 PM.

Warrant: (At the conclusion of the budget meeting that immediately followed this meeting, the Selectboard reviewed and signed the FY 2016 warrant #22.)

The meeting adjourned at 6:25 PM to join with the Finance Committee for a joint budget meeting.

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

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

APPLICATION FOR PUBLIC GATHERING PERMIT

1) Name of Applicant/s TURNERS FALLS SCHWETZEN VEREIN  
Address BARTON COVE RD Phone 863-2686

2) Name of Sponsoring Organization SAME  
Address \_\_\_\_\_ Phone # \_\_\_\_\_

3) Purpose of Gathering SEASONAL RENTALS + CLUB FUNCTIONS  
CAR CRUISES MAY 19, JUNE 16, JULY 21, AUG 18, SEPT 15

4) Date/s of Gathering MAY 22, 2016 SEPT 18, 2016 CLAM BAKES

5) Location of Gathering CLUB FACILITIES SENIOR JUNE 7, 2016  
EXPO

6) Gathering Start Time BAKES 11:00 AM 4:00 PM  
CAR CRUISES 4 PM Ends 8:00 PM

7) Is entertainment provided? Yes ( ) No  If yes, describe in detail the entertainment  
And equipment to be used: GR

8) Number of people expected: 600 Are tickets being sold? Yes  No ( ) CLAM BAKES  
If Yes, where are they being sold? MEMBERS NO-CAR CRUISES  
How many have been printed? 600

9) Describe sanitary facilities to be used CLUB BATHROOMS

10) Is food to be provided or sold? Yes  No ( ) If Yes, described the food and kitchen facilities  
to be used to provide safe and sanitary storage and preparation of all foods: CLUB KITCHEN

11) Describe all buildings, tents or other structures to be used, including whether the buildings,  
etc. are fire resistant, number of exits and seating capacity: TENT

12) Describe proposed parking site CLUB GROUNDS

How many vehicles can be parked safely? 300+ What precautions will be taken to ensure vehicles  
park only in designated locations? FLAG MEN + POLICE AT BAKES

Will there be any off road parking? Yes ( ) No

What are the main points of access to and from the site: RT 2

13) Who will provide crowd control and security coverage: Detail OFFICERS AT  
Bake

14) Are alcoholic beverages to be sold or furnished Yes  No  If Yes, Describe licensed  
facility through town of Gill

15) Other information needed to completely describe the proposed activity and its effect on the public's health, safety and welfare: \_\_\_\_\_

The undersigned hereby applies to the Selectboard of the Town of Gill, 325 Main Road, Gill, MA 01376 for a Public Gathering Permit pursuant to the provisions of the Town bylaw as follows:

**PUBLIC GATHERING**

Passed October 24, 1978  
Amendment Passed May 12, 1979  
Amendment passed November 6, 1989  
Amendment passed April 10, 1990  
Amendment passed June 7, 2004

No individual, group of people, or corporation shall conduct or participate in any gathering of more than three hundred people unless a permit for such gathering has been obtained from the Board of Selectmen. A written application for a permit shall be made at least thirty (30) days prior to the proposed gathering on a form provided by the Selectmen. Payment of Thirty-Dollars (\$30.00) shall accompany the application.

The Selectmen may send a copy of the application to the Board of Health, Highway Superintendent, Fire Department, Police Department and Building Inspector for their review and comment. The Board of Selectmen shall hold a public hearing on the application within 21 days of the receipt thereof and shall grant the permit unless it determines that the proposed gathering would threaten the public health, safety or welfare.

The Selectmen shall given written reasons for any permit application that is denied by them and shall have the right to revoke any permit if the applicant does not abide with the conditions attached to it or if the application failed to completely and accurately describe the proposed activity and its effect on the public health, safety, and welfare. Whoever violates any provisions of this bylaw shall be punished by a fine of \$200.00 for each offense. Each day that an individual, group of people, or corporation violates this bylaw shall constitute a separate offense.

The Select Board shall have the authority to issue a permit to an applicant which authorized the applicant to conduct a limited or unlimited number of gatherings during a period up to but not to exceed twelve (12) months in duration.

Approved by Attorney General January 12, 1979  
Amendment approved by Attorney General July 3, 1979  
Amendment approved by Attorney General February 6, 1989  
Amendment approved by Attorney General June 8, 1990  
Amendments approved by Attorney General July 19, 2004

By signing this application, the applicant states that the information supplied is true and complete and accurately described the proposed activity.

[Signature] Raymond J. Zukowski 03-27-2016  
Signature/s Print name Date

TOWN OF GILL

The Board of Selectmen, Town of Gill, received an application for a Public Gathering Permit from Turners Falls Schuetzen Verein on March 30, 2016.

A public hearing is scheduled to be held on April 19, 2016 at 5:30 PM at the Gill Town Hall.

A copy of this application has been submitted to the following departments for review and comment:

	<i>Returned (X)</i>
Health	( X )
Highway	( X )
Police	( X )
Fire	( X )
Inspection	( X )

As a result of a Public Hearing and comments received, this application is hereby:

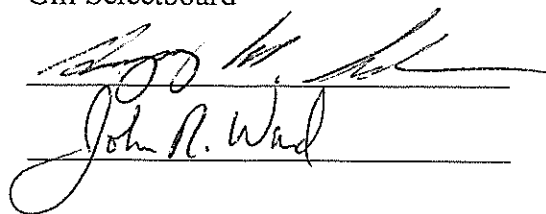
Approved	( X )
Denied	( )

Subject to the following:

- All fire lanes must be kept open at all times for access by fire & medical services
- Per past practice (a police detail for crowds over 300 people), except the monthly car show shall have a detail officer at Route 2 entrance. (Detail officer at Route 2 can be re-evaluated after the May car show.

Date: April 19, 2016

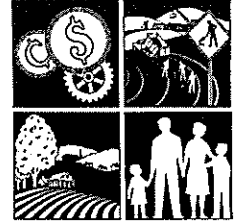
Gill Selectboard

  
 \_\_\_\_\_  
 John R. Ward  
 \_\_\_\_\_



## Franklin County Sheriff's Office

### FRANKLIN COUNTY SHERIFF'S OFFICE REGIONAL DOG CONTROL & ADOPTION CENTER



April 8, 2016

Dear Town of Gill:

The Franklin County Regional Dog Control & Adoption Center is beginning its fourth full year of operations and is providing professional and efficient dog control and kennel services. The program was developed by the Franklin County Animal Control Task Force in response to a growing concern among local officials and police officers regarding decreasing ability of towns to properly house stray dogs, and growing reliance on local police forces to deal with dog-related issues.

The main goal of the program is to provide member towns with a professional, efficient, and much-needed regional shelter and adoption service. The program provides a number of benefits to member towns including a regional shelter for stray dogs, backup service to towns with dog officers, a central location for anyone interested in adopting a dog, and a single location for owners missing dogs to know exactly who to contact. The program is not meant to be a substitute for towns which currently have an animal control or dog officer, but adds value by providing a regional kennel and the services of a program manager who will, among other duties, work with local dog and animal control officers, care for the dogs at the kennel, recruit volunteers, coordinate adoptions, collect fees, seek grants, and solicit food and other donations.

If your Town is interested in participating in these services for the upcoming Fiscal Year, please have the appropriate official(s) sign and return the attached Memorandum of Agreement to the Franklin County Sheriff's Office and process the attached invoice for payment.

We believe this to be a worthwhile and extremely beneficial program for all communities, and we hope you will consider being a part of this program. Please feel free to contact either Lori Streeter, Superintendent of the Jail at (413) 774-4014 x 2134 with any questions or to invite us to a meeting.

Thank you,

Chris Donelan,  
Franklin County Sheriff

Agreement by and between  
the  
Franklin County Sheriff's Office  
and the  
**Town of Gill**  
Regarding

**Regional Dog Control Services**

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "Sheriff's Office") and the **Town of Gill** (hereafter the "Municipality"), covers the provision of dog control services as detailed in the following agreement for the period of **July 1, 2016 thru June 30, 2017** for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "Parties".

**Section 1 Regional Dog Control Services – Responsibilities of the Sheriff's Office**

As part of its duties as a Dog Control Officer of the Municipality, the Sheriff's Office shall provide the following general administrative and support services:

- A. Employ a dog kennel program manager. Said employee must be certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program manager will, among other duties, work with local dog and animal control officers, care for the dogs at the kennel, recruit volunteers and work with minimum security prisoners, conduct community outreach, place dogs needing adoption, seek grants, and solicit food and other material donations;
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Convene a Regional Dog Control Oversight Committee (hereafter the "Oversight Committee") at least annually. The Selectboard/Mayor of each participating municipality will designate one representative and one alternate from the municipality to the Oversight Committee (see below).
- F. Work with adoption services for dogs unclaimed after 7 days in the kennel to place in a good home.

Adoption fees will be set by the Sheriff's Office. Fees will include coverage of required neutering and rabies shot if necessary;

- G. Assist in locating kennel space for quarantined dogs;
- H. Collect and track fees from dog owners, and number of dogs from each municipality;
- I. Collect an annual assessment from each municipality;
- J. Provide the Municipality with annual reports concerning the Sheriff's Office's performance under this Agreement.

## **Section 2 Regional Dog Control Services – Responsibilities of Each Municipality**

The Municipality shall provide dog-related services not provided by the Franklin County Sheriff's Office that include, but are not limited to, the following:

- A. Handle dead dogs;
- B. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- C. Handle neighborhood disputes involving dog complaints;
- D. Investigate all reported bites, order quarantine of biting dogs pursuant to State guidelines.
- E. Appear in court in connection with any criminal enforcement or civil hearing, at the discretion of the Municipality;
- F. Appoint a representative and alternate to the Regional Dog Control Oversight Committee who reports back to the Select Board and local ACO if s/he is not the ACO;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff's Office.

## **Section 3 Regional Dog Control Oversight Committee**

- A. Each municipality's Selectboard or mayor will designate one representative and one alternate to the Oversight Committee.
- B. The Program Manager shall convene the Oversight Committee at least annually.
- C. The Committee will be tasked to address current issues in the program and make recommendations to the Program Manager.
- D. The Committee will be tasked to approve and annually review fee schedule and assessment formula set by the Sheriff's Office.

## **Section 4 Consideration**

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's Office will retain all fees paid directly to the Regional Dog Kennel. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office and reviewed by the Oversight Committee.



- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Kennel. The annual municipality assessment for the year covered by this agreement will be as follows:
- I. Population under 2000 - \$350
  - II. Population between 2000 and 4,999 - \$500
  - III. Population between 5000 and 9,999 - \$800
  - IV. Population 10,000 and over - \$1,250

## **Section 5      Agreement**

- A. This agreement may be amended in whole or in part by mutual agreement by the Sheriff's Office and the Oversight Committee by majority vote.
- B. It is the intention of the parties that the relationship of the Sheriff's Office to the Municipality in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Sheriff's Office as a partner, joint venture, agent or employee of the Municipality. The Sheriff's Office, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the Sheriff's Office employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The Sheriff's Office and the Municipality shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Sheriff's Office, in the reasonable discretion of the Municipality: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Municipality shall have the right to terminate the Agreement upon written notice to the Sheriff's Office.
- D. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard or mayor, as appropriate.
- E. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

- F. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- G. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

**Section 6 Term**

This Agreement shall be in effect for a period of one (1) year subject to the termination rights of each party as provided herein. At the end of year, any successor Agreement must receive the necessary statutory authorizations.

**Section 7 Termination and Default**

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

**Section 8 Indemnification**

In agreeing to this indemnification paragraph, the Sheriff's Office does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the Sheriff's Office agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of Dog Control Services provided under this Agreement and MGL Chapter 258.

**Section 9 Dispute Settlement**

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, including members of the Oversight Committee, to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome, that party may choose to go to court.

**Section 10 Notices**

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to:

Franklin County Sheriff  
160 Elm Street  
Greenfield, MA 01301

**Town of Gill**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**Franklin County Sheriff's Office**  
**160 Elm St, Greenfield, MA 01301**

**Town of Gill**  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chris Donelan, Sheriff

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Franklin Regional Council of Governments

April 5, 2016

**Subject: Traffic Counting**

Dear Selectboard Members, Highway Superintendents and Municipal Officials:

The Franklin Regional Council of Governments (FRCOG) performs traffic counts, annually, free of charge for Franklin County communities. The FRCOG makes every effort to fulfill all traffic count requests each season. Traffic counts will be scheduled on a first-come, first-serve basis. All count requests should be submitted to the Transportation Planning Engineer in writing, either by post, fax or e-mail.

As we begin to develop our 2016 count calendar we ask that you think about any counts you would like performed in your community and use the attached form to request these counts. The FRCOG has the ability to measure traffic volumes, vehicle classification, speed and vehicle turning movements (intersection counts). We also have the ability to count bicycle and pedestrian traffic on dedicated pathways.

Thank you for your involvement and participation in our traffic counting program. Please contact me at the number or email below with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Laurie Scarbrough". The signature is fluid and cursive.

Laurie Scarbrough  
Transportation Planning Engineer  
Franklin Regional Council of Governments  
12 Olive Street, Suite 2  
Greenfield, MA 01301  
Tel: 413.774.3167, Extension 139  
Fax: 413.774.3169  
[lscarbrough@frcog.org](mailto:lscarbrough@frcog.org)



2016 Traffic Count Request Form
Franklin Regional Council of Governments

The FRCOG provides traffic counts, free of charge, for all Franklin County communities who request them, on a first come, first serve basis. Please fill out one form for each count request location and return it via mail, fax or email to the Transportation Planning Engineer.

Mail: Transportation Planning Engineer, FRCOG, 12 Olive Street, Suite 2, Greenfield, MA 01301
Phone: 413-774-3167 ext. 139 Fax: 413-774-3169
E-Mail: lscarbrough@frcog.org

Date of Request: 4/20/16 Town: Gill
Town Contact Person: Ray Purington, Administrative Assistant
Town Contact Phone: 413-863-9347 Town Contact Email: administrator@gillmass.org
Type of Count: [X] ATR (volume, class, speed) OR [ ] TMC (intersection turning movement count)

Roadway (Indicate if gravel or dirt road):
Main Road

Between: and

Near Landmark:

Location Description: center of Gill, hopefully in general area between
#323 (Tomasi residence) and #332 (Library)

Special Notes or Comments: (e.g. count requested during school year, include weekend traffic...):

FRCOG Use Only. Count Request was received on: via:

# Franklin Regional Council of Governments

12 Olive Street, Suite 2  
Greenfield, MA 01301  
(413) 774-3167

Town: Gill  
Counter: 1; Func. Class: R5  
Counted By: FRCOG  
Requested By: Town

Site Code: 1060026  
Station ID: 1060026  
Main Road  
north of Lyons Hill Road

SB	Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace		
	07/24/15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	35-44	2		
	01:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	19-28	1		
	02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*	
	03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	29-38	1		
	04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	34-43	2		
	05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	36-45	6		
	06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	34-43	11		
	07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	36-45	40		
	08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	44	36-45	36		
	09:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	36-45	37		
	10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	41	35-44	29		
	11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	36-45	36		
	12 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	39	36-45	31		
	13:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42	36-45	33		
	14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
	Total	2	0	0	0	0	6	42	115	18	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	337				
	Percent	0.6%	0.0%	0.3%	1.8%	12.5%	44.2%	34.1%	5.3%	1.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
	AM Peak	11:00			01:00				07:00						08:00														07:00				
	Vol.	1			1		10		21						5													47					
	PM Peak	13:00			12:00				12:00						13:00														13:00				
	Vol.	1			1		6		17						2													42					
	Total	20	8	0.3%	17	0.6%	76	463	1196	43.6%	23	196	795	29.0%	145	5.3%	19	0.7%	3	0.1%	1	0.0%	1	0.0%	0	0.0%	0	2744					
	Percent	0.7%	0.3%		2.8%	16.9%	43.6%	29.0%	5.3%	0.7%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%						

Stats  
 10 MPH Pace Speed : 36-45 MPH  
 Number in Pace : 1991  
 Percent in Pace : 72.6%  
 Number of Vehicles > 30 MPH : 2623  
 Percent of Vehicles > 30 MPH : 95.6%  
 Mean Speed(Average) : 39 MPH

Town of Gill  
Procurement Informational Compliance Sheet

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

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

Detailed description of product or service:

See attached information

Vendor #1 Quoted Price: \$ 120 P/HR  
Company Name: BDM Sweeper Services Contact Person: MATT  
Phone #: 603-357-5835 Date: 2/29/16  
Address: Keene N.H.  
Notes:

Vendor #2 Quoted Price: \$ 115 P/HR  
Company Name: A LOT DE LINES Sweeping / PAINTING Contact Person: JIM  
Phone #: 413-250-3193 Date: 3/7/16  
Address: East Hampton MA,  
Notes:

Vendor #3 Quoted Price: \$ 118.50 P/HR  
Company Name: SPLIT EXCAVATING Contact Person: Brenda  
Phone #: 413-582-1262 Date: 2/29/16  
Address: HADLEY MA  
Notes: Used Last 3 yrs Very Good

Procurement awarded to: A Lot of Lines Date: 4/19/16  
Reason awarded: Low Bid

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

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

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

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

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_

# Purchase Order

TOWN OF GILL HIGHWAY DEPARTMENT  
196C MAIN ROAD  
GILL, MA 01354  
TEL: 413-863-2324

To: Gill Selectboard

# 13- FY16


Date: April 19, 2016

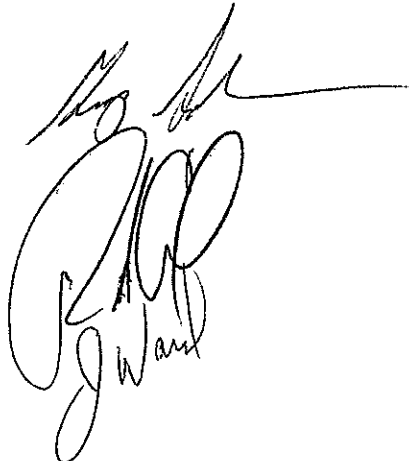
The Highway Dept has a large brush / stump pile located in the lower field off River Road that we would like to have ground into chips. This pile is about 600 yards of material mostly as a result of the Ice Storm back in 2013. The pile was claimed on our FEMA reimbursement and we received funds for this as a result, however that money for this pile arrived too late in the fiscal year to be used and ended up in the free cash.

I feel that this pile is a liability to the town as it sits not to mention an eye sore for the public that frequents the river. I am asking that you see fit to let me use the figure of \$ 4,200 to have this pile shredded and chipped. We will be able to keep the chips as we use them for several town projects.

I am asking for the funds to be used from the Snow and Ice Acct, Ray and I have checked with the town accountant and because it's from the ice storm it qualifies for this use.

I recommend that the bid from Pantermehl Land Clearers Inc be the awarding bid, I contacted the local company that does this operation and they called me back, but never submitted a bid after several attempts to get one.

Thank you,  
Mitchell LaClaire Sr.  
Highway Supt. 



J. Ward



**PANTERMEHL LAND CLEARING, INC.**

1427 BUG HILL ROAD  
P.O. BOX 371  
ASHFIELD, MA 01330  
OFFICE 413-628-4777 - FAX 413-628-4660

**PROPOSAL**

April 1, 2016

Town of Gill  
Attn: Mike Laclaire  
325 Main Road  
Gill, MA 01354-9758

RE: Brush Pile and Stump Grinding

**Proposed Scope of Services**

**Option 1: Wood Debris Pile Grinding(excluding larger logs and stumps)**

Pantermehl Land Clearing will supply all equipment and labor to grind wood debris pile. All grindings will remain on site. All excess dirt and small sticks will also remain on site.

**Cost of Services** **\$2,500.00 lump sum**

**Option 2: Stump Shearing and Grinding (including larger logs and stumps)**

Pantermehl Land Clearing will supply all equipment and labor to shear and grind stump and wood debris pile. All stumps will be sheared to remove all excess dirt and rocks before grinding. All grindings will remain on site. All excess dirt and small sticks will also remain on site.


**Cost of Services** **\$4,200.00 lump sum**

Please note the following Terms & Conditions relating to the submittal of prices for the scope of work on this project.

- This quote is based on one mobilization.
- All required permits for the execution of work specified, if any, are the responsibility of the Owner/General Contractor.
- Payment is due net 30 days after completion of our work. No retainage will be held.
- This proposal does not include any State or Local Sales Tax.
- All property lines and work limits are the responsibility of the Owner/General Contractor

Submitted By: Richard Pantermehl \_\_\_\_\_

Mobile 413-522-2950

  
\_\_\_\_\_  
CUSTOMER SIGNATURE  
RAY PURLINGTON, ADMIN. ASS'T.

4/20/16  
\_\_\_\_\_  
DATE

**TOWN OF GILL  
NOTICE OF PUBLIC HEARING  
REGARDING  
THE RENEWAL OF CABLE TELEVISION LICENSE  
OF  
COMCAST OF MASSACHUSETTS/VIRGINIA, INC.**

**(Tuesday, May 17, 2016 at 6:00 P.M.)**

The Town of Gill Selectboard, as the Cable Television License Issuing Authority, will hold a public hearings on Tuesday, May 17, 2016 at 6:00 p.m. at the Gill Town Hall, 325 Main Road, Gill, Massachusetts, pursuant to 207 C.M.R 3.05(3) and any applicable cable television renewal license, laws, regulations or requirements, regarding the renewal of the cable television license of Comcast of Massachusetts/Virginia, Inc.

The proposed Cable Television Renewal License and any relevant applications, reports, statements and/or amendments in the possession of the Town to be considered at the hearings shall be available upon completion for public inspection and reproduction at a reasonable fee at the Selectboard's office during regular Town Hall hours.

**SELECTBOARD  
TOWN OF GILL**

May 5, 2016  
May 12, 2016