

TOWN OF GILL  
M A S S A C H U S E T T S



www.gillmass.org

SELECTBOARD MEETING MINUTES  
*August 22, 2016*

Call to Order: The Selectboard meeting was called to order at 5:37 PM.

Members Present: John Ward, Greg Snedeker, Randy Crochier (@ 5:43 PM) Members Absent: none  
Others Present: Ray Purington, Admin. Assistant; Janet Masucci; Kent Alexander, Amy Gordon, Ken Sprankle, Tim Young.

Town Forest Grant: Amy Gordon, Chair, and Ken Sprankle, both of the Town Forest Task Force, announced the receipt of a \$7,100 Community Forest Stewardship Implementation Grant from the Massachusetts Forest Stewardship Program. It is a matching grant; volunteer labor and donated equipment and materials will comprise the Town's match for the grant. Grant projects will include clearing trails, building an information kiosk, marking boundaries, installing access gates, and controlling invasive plants.

Gordon noted that the grant is the result of a couple of years of committee meetings, and gave kudos to Paul Sievert for writing the successful grant application, and to Phil Gilfeather-Girton for writing a letter that helped to restore funding to the grant program. Gill's award was one of only three made this year. Gordon and Sprankle encouraged volunteers to contact them to get involved in the grant activities. Gordon, Sprankle, and Young left the meeting at 5:50 PM

Minutes: Randy made a motion, seconded by Greg, to approve the minutes of 5/17/16 and 8/8/16. The vote was unanimous in the affirmative.

Green Community Grant: Ray reported that one of the two windows being restored at the Riverside Building should be complete and re-installed by the end of the week. The second window has been delayed due to the need to fabricate a special router bit needed to duplicate some of the woodwork.

Sewer I&I Study: Nothing to report.

Gill Elementary Well: The Wright-Pierce engineering report has been submitted to the USDA for their review and approval. There are several supporting documents that Ray is gathering to supplement the report. Glen Ayers, the Town's Health Agent, expects to have some time this week to review and update his design for the water treatment system.

Mariamante Property/Community Solar: Nothing to report.

Annual Reports: Minimal progress since the 8/8 Selectboard meeting.

Mt. Hermon Road: Ray reported that according to Rick Couture, the Director of Plant Facilities for NMH, the School has not had any top-level discussions about the idea of assuming ownership of Mt. Hermon Road, but he believes the School would be very interested, depending on the "terms of the deal" and the condition of the road when it is turned over by the Town.

From an analysis of the past 6 years of Chapter 90 allocations from the State, one mile of town-owned road equates to about \$4,000 of Chapter 90 aid, based on the \$200 million statewide allocation used in five of the six years. Mt. Hermon Road is 0.7 miles, which is \$2,800 in aid.

There is a handbook titled "Discontinuing Town and County Roads" by Lynn Rubinstein and Alexandra Dawson. Bob Dean from the FRCOG told Ray that the procedures in that should still be fairly current. There is no record that Mt Hermon Road is a County Road. It would be unlikely, as it's a road that starts and ends in the same town.

The Selectboard asked to have the Highway Superintendent prepare some estimates of the work that needs to and/or ought to be done on the north section of the road. What level of work is “just enough” and what would it take to “do it right?” Is there a downside to delaying any work for one year, to allow more time to explore the issues around discontinuing a town road? Ray will relay the questions to the Highway Superintendent and report back.

Diesel Dispenser: The Selectboard discussed options to pay for the new diesel dispenser for the Safety Complex. Using money from the NMH donation fund was rejected. It was decided by consensus to pay for the \$7,115 dispenser using the Vermont Yankee fund. Installation and electrical costs will come from the FY17 budget for the Highway Department.

Turners Falls-Gill Bridge Ribbon Cutting: John and Ray will attend the August 25<sup>th</sup> 9:30 AM ribbon cutting ceremony for the finally complete, 6 years later, renovations to the Turners Falls-Gill Bridge.

Sewer Abatements: Randy made a motion, seconded by Greg, to grant sewer abatements to Christopher Pelletier (\$34.01) and Kurt & Doreen Kwader (\$165.28) for water used to fill a swimming pool or spa. The vote was unanimous in the affirmative.

Cultural Council Reappointments: Randy made a motion, seconded by Greg, to reappoint Kristen McComb (thru 8/22/19) and Laura Carboni (thru 1/30/19) as members of the Cultural Council. The vote was unanimous in the affirmative. (Carboni later declined the appointment, citing time commitments.)

Firefighter Commendation: Based on an article from The Recorder, the Selectboard recognized Gill Firefighter Eric Vassar for his commendable actions during a July 16<sup>th</sup> rescue attempt of a man who drowned swimming in the Deerfield River. A letter will be sent to Vassar thanking him for his noteworthy service.

Hazardous Waste Collection: The Selectboard discussed the upcoming October 1<sup>st</sup> collection of hazardous waste organized by the Franklin County Solid Waste District. Gill is one of only four towns that requires residents to pay their own disposal fees; all other towns provide some level of funding. It was suggested that the Town should try to provide funding for this next year.

Four Winds School Lease: The Selectboard reviewed a proposed lease renewal for the Four Winds School’s use of the two classrooms at the Riverside Building. A chart comparing rental income against utility expenses and building repairs was also discussed. Eloise Michael, Head of School, was invited and expected to attend this meeting, but didn’t. Greg made a motion, seconded by Randy to approve the proposed lease with a base rent of \$675/month, and to authorize Ray to sign the lease on behalf of the Town. The vote was unanimous in the affirmative.

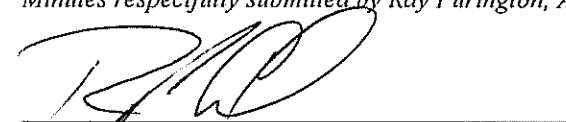
During discussion of the Riverside Building, it was requested to have the Highway Department look at the two cellar entryways, and identify the necessary repairs or replacements to improve the condition and weather-tightness of those areas. A top rail on the chain link fence near the ball field also needs to be fixed. It was suggested that perhaps the Rec Committee could work the ballfield into their programs, to encourage more use of this resource.

Janet Masucci and Kent Alexander left the meeting at 6:42 PM.

Warrant: The Selectboard reviewed and signed the FY 2017 warrant #4.

The meeting adjourned at 7:15 PM.

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



Randy Crochier, Selectboard Clerk

Announcement of Award:

The Massachusetts Forest Stewardship Program, under the auspices of the DCR of Massachusetts, has selected the Gill Town Forest Committee and Conservation Commission to receive a state fiscal year 2017 Community Forest Stewardship Implementation Grant in the amount of \$7,100.00

This matching grant will assist in furthering several of the management recommendations and practices identified in the Gill Town Forest Stewardship Plan. Specifically, the identification and marking of boundaries; development of a recreational trail system and kiosks; control of invasive plant species/habitat restoration; and controlling unwanted access/dumping.

The Gill Town Forest Committee and Conservation Commission must match the grant amount requested, dollar for dollar, with other non-state funds or services. We must finance 100% of the cost of the project, which can include: local funds or services, in-kind-labor/contributions, materials, and equipment. The DCR will not reimburse the grantee for any more than 50% of the eligible expenditures, up to the grant amount.

The award is the fruit of several years' worth of meetings of the Forest Committee as we hammered out priorities and created a budget. Committee member, Paul Sievert, ultimately synthesized the material and wrote up and submitted the application. In the final months of the application process, the committee persevered under the uncertainty as to whether or not the funds would actually be available. Informed at one point that they might not be, the Forest Stewardship Program Coordinator encouraged us to write a letter to Secretary Matthew Beaton, of the Executive Office of Energy and Environmental Affairs, asking that funding be restored to the Working Forest Initiative in DCR's Capital Budget. This letter was effectively drafted by Phil Gilfeather-Girton.

Notice of the restoration of funds was given in July, and the award to the Gill Forest Committee was received on July 27, 2016. We were among only three communities to receive awards, and the application scored high in the Stewardship Program's ratings.

The work must be completed by June 30, 2017. The project will be guided and implemented by the Forest Committee, and, we hope, other town volunteers, as well as students of Northfield-Mt. Hermon, and the Tech. School.

A brief overview of the evolution of the Town Forest:

- Established and purchased from the Franklin Land Trust, 2009.
- Inventoried for bio-richness, 2013.
- Forest Stewardship Plan developed, 2014.

We are excited to have this opportunity to further improve access to and enjoyment of our 162 acres of beautiful forested land which includes hills and eskers, a magnificent pond and river, and tucked away in hidden corners, remnants of historical interest.

Amy Gordon, Co-Chair, Gill Town Forest Committee & Gill Conservation Commission  
Chris Polatin, Co-Chair, Gill Town Forest Committee & Gill Conservation Commission  
Paul Sievert, Co-Chair, Gill Town Forest Committee & Gill Conservation Commission  
Steve Baskowski, Gill Conservation Commission  
Donna Bigelow, Gill Town Forest Committee  
Patricia Crosby, Gill Town Forest Committee  
Dick French, Gill Town Forest Committee  
Liz Gardner, Gill Town Forest Committee  
Phil Gilfeather-Girton, Gill Conservation Commission  
Ken Sprankle, Gill Town Forest Committee  
Tim Storrow, Gill Town Forest Committee  
Consultant: Ray Purington, Administrative Assistant, Town of Gill

Gill Chapter 90 allocations, FY12-FY17, with and without Mt Hermon Road

8/9/2016

FY	total miles	total pop	total emp	dist	gill mile	gill pop	gill emp	20.83% % of state	Actual Gill Ch 90 \$
12	29,181.10	6,547,629	3,099,172	200,000,000	34.82	1500	298	0.000764	\$ 152,763.00
13	29,278.63	6,547,629	3,134,641	200,000,000	34.82	1500	288	0.000761	\$ 152,121.00
14	29,375.89	6,547,629	3,182,845	200,000,000	34.82	1500	304	0.000759	\$ 151,813.12
15	29,429.61	6,547,629	3,233,656	300,000,000	34.62	1500	321	0.000755	\$ 226,386.53
16	29,459.40	6,547,629	3,291,265	200,000,000	34.62	1500	343	0.000755	\$ 150,991.69
17	29,497.98	6,547,629	3,362,227	200,000,000	34.44	1500	330	0.000749	\$ 149,861.00

Hypothetical Ch 90 if 0.7 miles of Mt Hermon Rd is removed

FY	total miles	total pop	total emp	dist	gill mile	gill pop	gill emp	20.83% % of state	Gill Ch 90 \$	Reduction from actual
12	29,181.10	6,547,629	3,099,172	200,000,000	34.12	1500	298	0.000750	\$ 149,964.38	\$ 2,798.62
13	29,278.63	6,547,629	3,134,641	200,000,000	34.12	1500	288	0.000747	\$ 149,331.71	\$ 2,789.29
14	29,375.89	6,547,629	3,182,845	200,000,000	34.12	1500	304	0.000745	\$ 149,033.06	\$ 2,780.06
15	29,429.61	6,547,629	3,233,656	300,000,000	33.92	1500	321	0.000741	\$ 222,224.06	\$ 4,162.47
16	29,459.40	6,547,629	3,291,265	200,000,000	33.92	1500	343	0.000741	\$ 148,219.51	\$ 2,772.18
17	29,497.98	6,547,629	3,362,227	200,000,000	33.74	1500	330	0.000735	\$ 147,092.45	\$ 2,768.55

# Firefighters honored for attempting to save drowning victim

Michael J. Currie, Eric Vassar jumped into river to retrieve drowning victim and started CPR

By **ANDY CASTILLO**  
Recorder Staff

**DEERFIELD** — Two local firefighters are being recognized for their bravery for leaping into river water to try to save a 30-year-old farm hand who drowned July 16 near where the Deerfield and Connecticut rivers meet.

A recent letter of commendation, written by Police Chief John Paciorek Jr., recognizes the "bravery, team spirit, dedication to duty and skills" of both men, Turners Falls firefighter Michael J. Currie and Gill firefighter Eric Vassar.

According to the letter, Wilver Perez, a Guatemalan native living in Springfield, was swimming in the Connecticut River with co-workers during a lunch break to cool off, when he disappeared into the water. He was working for Nourse Farms, which has land near the confluence of the two rivers in East Deerfield.

Currie was nearby, off duty, when he heard his pager go off, alerting him to the emergency.

"My understanding is that Currie was out on a run,"

said Fire Chief Robert Escott, Turners Falls Fire Department. "He heard the tone go off, and went to see if he could be of assistance. He was the first one there."

Currie said he ran to the river and found the victim's friends standing near the water. Vassar arrived to help almost as soon as Currie got to them.

"I looked to my left, and I saw Eric coming to help," he said. "Eric and I are very close friends; it's ironic that he was there."

Paciorek said when town police officers arrived, the two firefighters were already in the water, had found Perez and were swimming him back to shore.

Although the two firefighters began CPR on the victim immediately after they got to shore, and continued until he was transferred to Baystate Franklin Medical Center, Perez was declared dead a few hours later.

"It was unsuccessful," Escott said, noting the efforts of firefighters in performing CPR. The commendation notes that "the only reason he had a fighting chance was due to Currie and Vassar."

You can reach Andy Castillo at: [acastillo@recorder.com](mailto:acastillo@recorder.com) or 413-772-0261, ext. 263  
On Twitter: @AndyCCastillo



**CURRIE**



**VASSAR**

# HAZARDOUS WASTE COLLECTION DAY

**SATURDAY, OCTOBER 1<sup>ST</sup>, 2016**

**GCC MAIN CAMPUS AND ORANGE TRANSFER STATION**

**PRE-REGISTRATION REQUIRED BY SEPTEMBER 26<sup>TH</sup>**

**Register online at: [www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org)  
or fill out the form on the back of this sheet and mail it.**

Your appointment time and directions will be mailed after registration is processed.

**For residents and businesses of the following towns:** Athol, Barre\*, Bernardston, Buckland, Charlemont, Colrain, Conway, Deerfield, Erving, Gill\*, Hawley, Heath, Leverett, Montague, New Salem, Northfield, Orange\*, Petersham, Phillipston, Rowe, Royalston, Shelburne, Sunderland\*, Warwick, Wendell, and Whately.

This collection event is free for residents. \*Barre, Gill, Orange, and Sunderland residents must pay to participate in the 2016 collection. Greenfield and Leyden residents are not eligible: call (413) 772-1528 for info on disposal. Businesses must pay for disposal costs. For business registration information, call (413) 772-2438.



## WHAT TO BRING

**Any substance labeled: CAUSTIC, TOXIC, CORROSIVE, POISON, FLAMMABLE, WARNING, DANGER, CAUTION**



### FROM YOUR YARD

Flea powder  
Fungicides  
Herbicides  
Insect sprays  
Lighter fluid  
Muriatic acid  
No-Pest strips  
Pesticides  
Pool chemicals  
Rodent killers  
Root killers

### FROM YOUR GARAGE

Antifreeze  
Asphalt sealer  
Automobile batteries  
Brake fluid  
Carburetor cleaner  
Creosote sealer  
Engine degreaser  
Gas treatments  
Gasoline  
Kerosene  
Radiator flusher  
Solvents  
Transmission fluid  
Used motor oil

### FROM YOUR WORKSHOP

Aerosol cans (paint/haz.)  
Degreasers  
Lead & oil-based paints  
(No latex paint)  
Paint thinners  
Photo chemicals  
Roofing tar  
Rust inhibitors  
Sealants  
Solvents  
Stains  
Varnish  
Wood preservatives  
Wood strippers

### FROM YOUR HOME

Arts & crafts supplies  
Batteries: button, lithium + rechargeable  
Chemistry kits  
Drain cleaners  
Furniture polish  
Mercury thermometers  
Mercury thermostats  
Metal polish  
Mothballs  
Oven cleaners  
Spot remover  
Toilet cleaners  
Upholstery cleaner

## WHAT NOT TO BRING

Fluorescent light bulbs (see reverse for alternate disposal), latex paint, asbestos, empty containers from hazardous products (put those in trash, not recycling), gas cylinders, radioactive material, explosives (including ammunition & fireworks)

Help make Franklin County mercury-free by exchanging your mercury thermometer for a free non-mercury one. For more information: [www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org) or call the Franklin County Solid Waste District at **(413) 772-2438**.

MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD).

The District is an equal opportunity provider.



## Safe Home—Healthy Home



We are exposed to harmful chemicals in many ways—including products we use to clean our homes or maintain our gardens. Only a small portion of the more than 80,000 chemicals registered by the U.S. Environmental Protection Agency (EPA) have been thoroughly tested for human health concerns. Many common chemicals found in our homes can have immediate toxic effects on adults, children, and pets if not used properly. Others may have long-term health effects after repeated exposure. Particles from detergents, cosmetics, pesticides, and other chemicals are found in the dust in our homes, potentially contributing to

asthma.

We can make our homes safer by changing our purchasing habits, adopting some minor changes to the way we clean our homes or care for our lawns and gardens, and through proper storage, use, and disposal of household chemicals. When considering a chemical product, ask yourself if something else you already have will do the job. There are a wide variety of nontoxic or low-toxic products available. Common household items such as baking soda, vinegar, and plant-based soaps can often clean just as well as specialty cleaners.



Mercury-containing products such as thermometers, thermostats and compact fluorescent bulbs (CFLs) should never be disposed of in the trash. CFLs and other fluorescent bulbs are accepted at Lowe's, at all District transfer stations, and Greenfield Transfer Station (handle carefully and hand to attendant). Additionally, mercury-containing items and bulbs are accepted at the Regional Hazardous Waste Collection sites in Bernardston, Colrain, and Conway. At the annual Hazardous Waste Collection Day, only mercury-containing items such as thermostats and thermometers will be accepted; fluorescent bulbs are no longer accepted at the annual Hazardous Waste Collection.

Rechargeable, lithium, and button batteries are other common household items that should not be thrown in the trash. When these batteries are burned in waste combustion facilities or buried in landfills they can release mercury, cadmium or other heavy metals into the air and water, ultimately entering the food chain and posing health threats to people and the environment. Proper disposal of batteries and cell phones is free at all District transfer stations; simply hand them to the transfer station attendant. Towns that do not have transfer stations have collection boxes at town hall. Batteries are also accepted at the annual Hazardous Waste Collection Day.

*For information on alternatives to chemical products, and information about proper disposal of hazardous chemicals, mercury and sharps (needles), call (413) 772-2438 or visit [www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org). MA Relay for the hearing impaired: 711 or 1-800-439-2370 (TTY/TDD). The District is an equal opportunity provider.*

### **Hazardous Waste Day Registration; submit between Aug. 25 and Sept. 26:**

**Please fill out this form completely and mail to:**  
FCSWMD, 50 Miles St., Greenfield MA 01301

Resident name: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Town of residence: \_\_\_\_\_

Daytime phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Specify type and quantity of waste**  
**Ex: 2 gallons gas, 5 lbs. pesticides**  
**Please be specific!**

\_\_\_\_\_

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# TOWN OF GILL

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



www.gillmass.org

## COMMERCIAL LEASE

### PARTIES

The Town of Gill, with an address of 325 Main Road, Gill, MA 01354-9758, known as the LESSOR, its heirs, successors and assigns, does hereby lease to Four Winds School with an address of 54 French King Highway, Gill, MA 01354, known as the LESSEE, its heirs, successors and assigns, the following described premises:

### PREMISES

Two classrooms consisting of approximately 1290 square feet of space located on the ground floor in the Riverside Municipal Building, 54 French King Highway, Gill, MA. A common bathroom is provided on the ground floor. ~~This lease includes an option to use approximately 645 square feet on the basement level at an additional cost of 50% of the monthly rent.~~

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### TERM

The term of the lease shall be for twelve (12) months, commencing on September 1, 2015~~2016~~, and continue until August 31, 2016~~2017~~. The LESSEE will have an option to renew said lease, providing LESSEE shall give written notice a minimum of 90 days prior to the expiration of the lease. Renewal is contingent upon mutual consent of the LESSOR and the LESSEE with the same terms and conditions excepting rent.

### RENT

The LESSEE shall pay to the LESSOR rent at the rate of ~~\$575.00~~\$675.00 per month as long as the school enrollment does not exceed 10 full-time students. In the event enrollment is 11 or more, the rent will increase \$50.00~~\$40.00~~ per month for each student in excess of the initial 10, to a maximum enrollment of 22 students and a maximum rent of \$1,175.00~~\$1,155.00~~ per month. Enrollment is to be capped at no more than 22 students for any day of normal operation.

All rent payments are to be received within (15) days of the date due, or a ten (10) percent late charge will be due along with the payment. The first full payment will be due on September 1, 2015~~2016~~.

### LAST MONTH'S RENT

Last month's rent in the amount of \$850 (under a previous lease) has been paid by the LESSEE to the LESSOR.

### UTILITIES, REPAIRS, & UPKEEP

The LESSOR shall provide and the LESSOR shall pay for all of the LESSEE'S share of the utilities, with the exception of heat and electricity. The LESSEE shall pay to the LESSOR any costs for heat and electricity during the term of the lease that are in excess of \$8,252.00 (the amount incurred July 1, 2007 – June 30, 2008). The LESSOR shall invoice the LESSEE on a monthly basis once the year-to-date heat and electricity expenses exceed \$8,252.00. Upon request the LESSOR shall provide copies of electricity billing statements and heating fuel delivery slips with invoices.

The LESSOR will be responsible for all capital repairs. The LESSEE will be responsible for everyday maintenance to the interior of their space, including installing clear plastic window covers on the interior of all windows in the building during the heating season. The LESSOR will be responsible for all exterior maintenance including snow removal and lawn mowing. Trash removal will be at the LESSEE's expense. Cleaning of the classrooms, bathrooms and the common hallway shall be the responsibility of the LESSEE.

Telephone 413-863-9347

325 Main Road, Gill MA 01354

Fax 413-863-7775

This institution is an equal opportunity provider and employer.



#### USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for the operation of an educational facility and related activities.

#### COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law or municipal by-law or ordinance in force in the town in which the premises are situated.

#### FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its power. The LESSEE shall, on demand, reimburse the LESSOR and all other tenant, all extra insurance premiums caused by the LESSEE's use of the premises.

#### MAINTENANCE OF THE PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of this lease or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted; and, whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced nor suffer any waste. The LESSEE shall obtain written consent of the LESSOR before erecting any sign on the exterior of the premises. Said consent shall not be unreasonably withheld.

#### ALTERATIONS/ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing (which consent shall not be unreasonably withheld), and shall be at the LESSEE's expense and shall be in quality at least equal to the present construction. The LESSEE shall not permit any mechanic's liens or similar liens to remain upon the leased premises for labor and material furnished or claimed to have been furnished to the LESSEE in connection with any work performed or claimed to have been performed for the LESSEE, and shall cause any such lien to be released of record forthwith without cost to the LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

#### ASSIGNMENT/SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without the LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, the LESSEE shall remain liable to the LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

#### SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property which the leased premises are a part, and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

#### LESSOR'S ACCESS

The LESSOR or their agents may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and to make repairs and alterations as the LESSOR should elect to do. The LESSOR may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for selling or letting the leased premises or property, without hindrance or molestation. Upon reasonable notice the LESSOR may use the space during times the LESSEE is not occupying space.

#### INDEMNIFICATION AND LIABILITY

To the fullest extent permitted by law, the LESSEE shall defend, indemnify, and save harmless the LESSOR, and its respective duly elected or appointed officials, agents and employees from and against all demands, claims, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees) collectively referred to as "demands" arising out of or resulting from acts, errors, or omissions of the LESSEE, or any person directly or indirectly employed by the LESSEE, or by an action or omission of any other person for whom the LESSEE may be liable. Such obligation shall not negate, abridge or reduce in any way any additional indemnification right of the LESSOR, that otherwise may exist under statutes or in law or equity.

The LESSEE assumes full responsibility for relations with students and employees and LESSEE shall defend, indemnify, and save harmless the LESSOR from all demands made against the LESSOR by any student and/or employee of the LESSEE or any other person, as the result of any LESSEE'S act, error, or omission that arises out of, results from, or is connected with the performance of this Agreement or any subsequent contract and is not otherwise subject to indemnifications under the subparagraph above.

The indemnification obligations of the LESSEE shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the LESSEE under any federal or state law.

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from a claim or damage resulting from negligence in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

#### LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain a comprehensive public liability insurance policy in the amount of \$3,000,000 general aggregate on the leased premises, and personal injury insurance limits of \$1,000,000, from responsible companies qualified to do business in Massachusetts and in good standing therein, and insuring the LESSOR as well as the LESSEE against injury to persons or damage to property. The LESSEE shall deposit with the LESSOR certificates for such insurance at the commencement of this lease term and thereafter, within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

#### FIRE, CASUALTY, EMINENT DOMAIN

Should a substantial portion of the leased premises, or any of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made. In the event a dispute arises over the determination of suitability of the premises, then an impartial mutually agreeable third party will be appointed to make the final decision. Under this section, the LESSEE may elect to terminate this lease if:

1. The LESSOR fails to give written notice within thirty (30) days of the damaging event the LESSOR'S intention to restore the leased premises, or
2. The LESSOR fails to restore the leased premises to a condition substantially suitable for the intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property or equipment.

#### DEFAULT AND BANKRUPTCY

In the event that:

1. The LESSEE shall default in the payment of any installment of rent or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof, or
2. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof, or

3. The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made if the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended and to remove the LESSEE's effects without prejudice to any remedies which might be otherwise used for arrears or rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the term of the lease. If the LESSEE shall default in the observance or performance of any conditions or covenants of this lease, the LESSOR, after reasonable notice to the LESSEE and without being under any obligation to do so and without waiving such default, may remedy such default and at the expense of the LESSEE. If the LESSOR makes expenditures or incurs any obligations for the payment of monies in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eight (8) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

#### NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the LESSOR at such address as the LESSOR may, from time to time, advise in writing. All rent and notices shall be paid and sent to the LESSOR as follows:

Town of Gill, Town Hall, 325 Main Road, MA 01354-9758

#### SURRENDER

The LESSEE shall, at the expiration or other termination of this lease, removal all the LESSEE'S goods and effects from the leased premises (including but not limited to, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). The LESSEE shall deliver to the LESSOR the leased premises, keys to all locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term of this lease, or as they were put in during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE for any loss or damage thereto, at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense, or to retain same under the LESSOR'S control or to sell at public or private sale, without notice, any and all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

#### OTHER PROVISIONS

It is also understood and agreed that:

1. The LESSEE is allowed to use the ball fields to the rear of the building as long as the Town of Gill or related groups are not using them.
2. The LESSEE will be able to use the tables and chairs presently in the space during the term of the lease and will make them available to the Town of Gill upon request.
3. The LESSEE will be allowed to use the parking lot to the east of the building.
4. The LESSEE will agree to take the space "as is".
5. The LESSEE agrees that if this lease is rendered null and void by any challenge to the lease by third parties, the lease shall terminate immediately and the LESSEE shall not be entitled to any damages.
6. So long as the use does not interfere with the school operations, the Town of Gill and the Riverside Water District shall have the right to use the premises for municipal purposes.
7. This lease is subject to any appropriations to be made at any Town Meeting by the Town of Gill.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto set their hands and seals this \_\_\_\_ day  
of \_\_\_\_\_, ~~2015~~2016.

LESSOR

LESSEE

\_\_\_\_\_  
Ray Purington, Administrative Assistant  
As authorized by the Gill Selectboard

\_\_\_\_\_  
Eloise Michael, Headmaster  
Four Winds School

Riverside Building - Utilities Expenses vs Rental Income, updated 8/18/16

	FY 16	FY 15	FY 14	FY 13	FY 12	FY 11	FY 10	FY 09	FY 08
Electricity kWh (Use)	3,011	5,182	4,509	4,037	3,388	4,608	4,909	6,136	8,697
Electricity kWh (Heat Pumps)	11,549								
Oil gallons	-	1,332	2,182	1,776	1,501	1,856	1,758	1,865	3,040
Electricity	\$ 3,389	\$ 1,393	\$ 1,087	\$ 1,063	\$ 890	\$ 993	\$ 1,077	\$ 1,677	\$ 1,696
Oil	\$ -	\$ 3,860	\$ 6,957	\$ 5,359	\$ 4,707	\$ 4,831	\$ 3,373	\$ 5,096	\$ 6,557
Total Util Expense	\$ 3,389	\$ 5,253	\$ 8,044	\$ 6,422	\$ 5,597	\$ 5,824	\$ 4,450	\$ 6,773	\$ 8,252
Util \$/Mo	\$ 282	\$ 438	\$ 670	\$ 535	\$ 466	\$ 485	\$ 371	\$ 564	\$ 688
Rent \$/Mo	\$ 675	\$ 575/625/675	\$ 575/625	\$ 575	\$ 575	\$ 500	\$ 850/825	\$ 850	\$ 850
Total Rent Income	\$ 8,100	\$ 8,000	\$ 7,150	\$ 6,900	\$ 6,900	\$ 6,000	\$ 10,175	\$ 10,200	\$ 9,350
FY14 7@575, 5@625									
FY15 2@625, 10@675									
FY16 12@675									

Income - Expense \$ 4,711 \$ 2,747 \$ (894) \$ 478 \$ 1,303 \$ 176 \$ 5,725 \$ 3,427 \$ 1,098

2015/16 Routine Maint & Repairs

fire alarm batteries	71								
fire extinguisher inspection	40								
fire alarm monitoring	325								
fire alarm test	420								
toilet repairs	12								
ramp repairs	29								
door closers (2)	403								
broken windows	98								
gutter repairs	103								
Total	\$ 1,502								

2015/16 Non-Routine Maint & Repairs

re-key locks	180
electrical outlets (Museum)	1,211
window restoration (2)	3,400
storm windows (8)	2,705
Total	\$ 7,496

Projects to be thinking about

1. Continue window restoration, 2 per year
2. Add electrical outlets to both classrooms
3. Purchase Indow acrylic inserts (to replace wood-frame inserts)
4. Replace wooden ramp
5. Roof replacement
6. Solar panels on new roof