

TOWN OF GILL

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



www.gillmass.org

SELECTBOARD MEETING MINUTES

September 19, 2016

Call to Order: The Selectboard meeting was called to order at 5:34 PM.

Members Present: John Ward, Greg Snedeker, Randy Crochier

Members Absent: none

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

Executive Session: Randy made a motion, seconded by Greg, to go into Executive Session in order to discuss the physical condition of an individual. Randy – yes; John – yes; Greg – yes. The vote was unanimous in the affirmative.

It was announced that the Selectboard will reconvene in open session. The Selectboard left for the executive session at 5:35 PM.

The Selectboard returned from the executive session at 6:04 PM.

Mike Jackson, Claire Chang, Nick Stevens, Heather Powers, Gene Beaubien, Ken Sears, Steve Connell, Eric Vassar, and Mike Hastings joined the meeting.

Fire Pumper-Tanker Specifications: Fire Chief Gene Beaubien, along with Deputy Fire Chief Ken Sears, Fire Engineers Steve Connell and Eric Vassar, and retired Fire Chief Mike Hastings, met with the Selectboard to present specifications for a new pumper-tanker that the group has been working on for almost a year. Greg Snedeker and a few other residents have also been involved in the process. Their next step is to make a presentation to the Northfield Mount Hermon School in hopes of garnering significant financial support for making the purchase. Hastings said that with previous fire truck purchases, it was customary to first meet with the School before developing a plan for the Town's portion of the financing.

The proposed truck is larger than any of Gill's current 3-truck fleet, but it is part of a forward-looking, 10-year plan to ultimately reduce the fire apparatus from three to two. Making the reduction will require larger trucks with more pump and tank capacity, in order to maintain the Town's current rating for home insurance. It was acknowledged that the Selectboard and many residents will need more time and more information before they might support this level of purchase. The Selectboard agreed that approaching NMH can still move forward.

The Fire Department's three fire trucks are from 1980 (1000 gallon-per-minute pump & 1200 gallon tank), 1987 (1500 gpm pump & 1000 gallon tank) and 1995 (1500 gpm pump & 1000 gallon tank). The specs for the new truck call for a 2000 gpm pump and a 2000 gallon tank. This is in line with current thinking about rural fire departments – the first engine should carry more water, as it's hard to tell when the next truck (and more water) will arrive.

The proposed truck is 2 feet longer than Engine 2 (1995). The proposed truck will include a Class A & B foam system. A compressed air foam system was considered, but rejected because it would add \$35,000-50,000 to the cost, and would require constant training using expensive materials.

Hastings explained that fire apparatus now falls under the EPA requirements for diesel emissions, which has increased the cost of fire trucks. Approximately 2,500 fire engines are built each year.

There was general agreement that it is time to address the need to replace a fire engine. Beaubien noted that the recent repairs to Engine 1 (1987) cost more than \$9,000. Greg thanked everyone for their work in developing the specifications. The next step will be to approach NMH to determine their involvement in the purchase. Greg will also report back to the Capital Improvement Planning Committee, of which he is Chair. Beaubien, Sears, Connell, Vassar, and Hastings left the meeting at 6:33 PM.

Rec Committee Fall Events: Nick Stevens and Heather Powers from the Rec Committee met with the Selectboard to explain two fall events they have planned. The Scarecrows on the Common event, which debuted in 2015, will return again this year, running from October 21st to November 4th. A new event, the Fall Festive Fire, is planned for the back field of the Gill Elementary School from 5 – 8 PM on October 28th, the night before Pumpkinfest in Turners Falls. Randy made a motion, seconded by Greg, to approve the use of Town facilities for both events. The vote was unanimous in the affirmative. Powers and Stevens left the meeting at 6:38 PM.

Minutes: Randy made a motion, seconded by Greg, to approve the minutes of 9/6/16. The vote was unanimous in the affirmative.

Green Community Grant: Ray reported that the second window at the Riverside Building has been restored and is expected to be installed this weekend.

Sewer I&I Study: Nothing to report.

Gill Elementary Well: Ray took a representative from FW Webb to the School on 9/16 to collect a water sample that Webb's equipment supplier will use to confirm their proposed treatment equipment will produce the desired results. Health Agent Glen Ayers will return from vacation on 9/26.

Mariamante Property/Community Solar: Nothing to report.

Annual Reports: No progress to report.

Police Cruiser Debt Exclusion Results: At the 9/8 State Primary Election, Gill voters also approved a debt exclusion referendum for the purchase of a new police cruiser, with 115 votes in favor and 71 opposed. Ray reported that MHQ, the state bid supplier of the cruiser, has confirmed it will honor the previously quoted price of \$38,825. Randy made a motion, seconded by Greg, to order the new cruiser. The motion was approved by a vote of 2 in favor and 1 opposed.

DEP Recycling Grant: Ray announced the Town has been awarded a \$500 Small-Scale Initiative (SSI) grant and an \$1,800 grant from the Recycling Dividend Program (RDP). The SSI funds will be used to purchase recycling bins and kitchen compost pails for residents. The RDP funds will be added to the \$1,600 received last year and saved until a suitable project is found. Allowed uses include recycling equipment and containers, rain barrels, operating costs for a new organics diversion program, roll-off containers & compactors, hosting a household hazardous waste collection event, funding a waste reduction enforcement coordinator, establishing a municipal swap shop, recycling outreach and educational tools, costs from a Pay-As-You-Throw program, school chemical disposal, reusable cafeteria trays, compostable cups, reusable bags and water bottles, and up to \$750 annually for recycling-related memberships. By consensus, John signed the grant contract.

DOER META Grant: The Town has also been awarded a \$12,500 grant from the Mass DOER to hire a consultant to perform a heating system conversion engineering study and develop bid specifications for a ground source (geothermal) heat pump system for the Town Hall. The grant was the result of a successful application written by Greg and members of the Energy Commission. Randy noted some reluctance, in general and not specific to this grant, to keep applying for more and more grants that add an extra burden onto Ray's work time. Greg made a motion, seconded by Randy, to authorize John to sign the grant contract and authorize Ray to sign related documents to implement the grant. The vote was unanimous in the affirmative.

Highway Per Diem Help: Randy made a motion, seconded by Greg, to authorize Ray to advertise for per diem employees for the Highway Department. The vote was unanimous in the affirmative.

Janet Masucci and Mike Jackson left the meeting at 7:13 PM.

Warrant: The Selectboard reviewed and signed the FY 2017 warrant #6. Randy abstained from signing the vendor warrant as his wife is receiving a check on the warrant.

The meeting adjourned at 7:34 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.


Randy Crochier, Selectboard Clerk

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

TOWN FACILITIES REQUEST FORM

Name: Heather Powers

Organization: Gill Rec

Address: _____

Town/City: Gill State: MA

Daytime Phone: 413 824 0531 Evening Phone: _____

Facility Requested: Town Common

Date(s) of Use: Oct 21st - NOV 4th 2010

Hour(s) of Use: _____

Nature of Event: Allow community members to create 3 display screens on town common

Number of Attendees: N/A

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

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

If yes, what is his/her name? Heather Powers

Fees:

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

Telephone 413-863-9347

325 Main Road, Gill MA 01354

Fax 413-863-7775

This institution is an equal opportunity provider and employer.

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

TOWN FACILITIES REQUEST FORM

Name: Heather Powers

Organization: Gill Rec

Address: _____

Town/City: Gill State: MA

Daytime Phone: 413 824 0533 / Evening Phone: _____

Facility Requested: Gill Elementary School

Date(s) of Use: Oct 28th, 2016

Hour(s) of Use: 5-8pm

Nature of Event: Fall Festive ~~to~~ ~~give~~

Number of Attendees: Approx 75-100 ?? 1st time event

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

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

If yes, what is his/her name? Heather Powers

Fees:

Individual resident	Free
Individual non-resident	\$25 per event
Non-profit organization	\$10 per event
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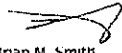
325 Main Road, Gill MA 01354

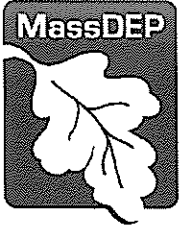
Fax 413-863-7775

This institution is an equal opportunity provider and employer.

Quote

January 12, 2016		
Town of Gill		413-863-9398 ph
Police Department		413-863-0157 fax
Sgt. Redmond		sgt@gillmass.org email
<p>Please find below a Budget quote for a Ford Police Interceptor Utility. Pricing is per an active vehicle procurement contract. M.G.L. c.30B applies to the procurement of all commodities quoted. Plymouth County contract items have been collectively purchased pursuant to M.G.L. c.30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c.30B to off contract items, including but not limited to, off contract items that have already been properly purchased under M.G.L. c.30B sec. 1c and M.G.L. c.7 sec. 22A (purchases from a vendor on contract with the Commonwealth), other contracts procured under M.G.L. c.30B sec. 1c and M.G.L. c.7 sec. 22B or any M.G.L. c.30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c.30B.</p>		
Sch/Item	Pq#	
2016 Interceptor Utility - All Wheel Drive		\$ 27,925.00
Color: Dark Blue		no charge
3.7L TI-VCT DOHC V6 Engine - 300 HP		included
Dark Car Feature / IN-Op rear doors and windows		included
Pre-drilled front headlamps		included
Power Windows and Door Locks		included
Power Heated Mirrors		included
SYNC - hands free communications		\$ 290.00
Reverse Sensing		\$ 295.00
Rear View Camera		included
Spotlamp - Driver only - Whelen LED Bulb		\$ 410.00
Patrol Power Wiring harness		included
Idle Right fuel Mgmt System		\$ 155.00
Remote Starter (required w/ IDLE right)		\$ 375.00
Vent Visors - all four doors		\$ 75.00
TREMCO Anti-theft		\$ 155.00
Mudflaps - Front and Rear		\$ 125.00
Weathertech Floor Mats - Front		\$ 125.00
Setina Pushbumper		\$ 395.00
(2) Whelen 400 Split LED's - front pshbmpr - B/W		\$ 495.00
(2) Whelen IONV LED's - pushbumper sides		\$ 395.00
Wig Wags		\$ 65.00
Siren Speaker (specify pushbumper or grill mount)		\$ 190.00
(2) Whelen ION LED's - front corners - specify color		\$ 345.00
Whelen IONV Mirror LED's		\$ 475.00
Whelen Liberty Dual Color Lightbar		\$ 2,095.00
(4) Rear Hideaway LED's (turn & reverse) (2B / 2R)		425.00

(2) ION LED's - recessed in rear gate hatch	\$	345.00
(2) Sound OFF domes - "d pillars" - Rear cargo area	\$	160.00
Pro-Gard Prisoner partition w/ recessed panel	\$	725.00
Single Weapon mount for recessed panel	\$	315.00
Window Bars	\$	215.00
Rear Security Partition (NO prisoner seat)	\$	435.00
Havis Console w/ flip armrest & cupholders	\$	530.00
Whelen Cencom "Control" Siren for WeCan bar	\$	1,295.00
Install customer supplied 2-way radio		included
Install customer supplied Scanner		included
Delete 2-tone Paint (paint included in vehicle cost)	\$	(400.00)
Lettering (Per current Dept. Design)		395.00
Total Budget Price:	\$	38,825.00
Sincerely,		
		
Brian M. Smith		
Fleet Manager		



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

September 7, 2016

Mr. John Ward
Chair, Board of Selectmen
Town of Gill
325 Main Road
Gill, MA 01354

Dear Mr. Ward,

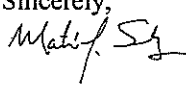
Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Gill Recycling Dividends funds and Small-Scale Initiative funds under the Sustainable Materials Recovery Program. The Town of Gill has earned 9 points and will receive \$2,300.

Please note, awards for the following grant categories are being evaluated (Mattress Recycling Initiative, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance, Waste Reduction Enforcement Coordinator, Waste Reduction Projects, Organics Capacity Projects) and will be announced separately.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at 617-292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Jan Ameen, Franklin County Solid Waste Management District

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Town of Gill (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”) and Small Scale Initiatives grant. The Municipality has earned a payment of \$2,300.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and it rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. **Authority:** The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.
2. **Commonwealth Terms and Conditions:** The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality’s executed Master Service Agreement.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Municipality has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.
5. **Buying Recycled Products:** The Municipality has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the RDP Contract. Proof of annual buy recycled policy staff notification is required for all SMRP grant applications.

6. **RDP Payment Calculation:** MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *Section 7 – Program Criteria* and *Appendix A – Criteria Performance Standards* describe in detail the conditions for earning points.

Trash Households Served	Value of Each Point
1 - 1,999	\$200
2,000 - 4,999	\$400
5,000 - 7,499	\$800
7,500 - 9,499	\$1,000
9,500 - 12,499	\$1,500
12,500 - 16,999	\$2,500
17,000 - 24,999	\$3,000
25,000 - 31,999	\$3,500
32,000 - 99,999	\$6,000
100,000 +	\$10,000

7. **Program Criteria:** The Municipality, through its RDP application, certifies that all points earned are for programs that were in place no later than June 15, 2016 and that these programs fully meet the performance standard set forth in *Attachment A – Criteria Performance Standards*. *Section 13 – RDP Payment Calculation* lists the program criteria for which the Municipality has earned points, and upon which the Municipality’s payment was calculated.
8. **Use of Funds:** RDP Payments shall be expended on approved equipment and activities, listed below, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project. Small-Scale Initiative awarded as part of this contract and referenced in Section 13 follow the same Use of Funds requirements.

Approved Equipment and Activities (See Grant Guidance for details and examples):

- a. Recycling carts, bins, and/or other recycling collection containers and signage;
- b. Compost bins, kitchen scrap buckets, carts and other collection containers for food waste/organics;
- c. Environmentally Preferred Products including rain barrels and purchases from state contract FAC85 Categories: 1, 2, 3, 5C, 5E, 5F, 5H, and 7. Compostable foodservice ware may be purchased from GRO29;
- d. Incremental operating costs for a new organics diversion program;
- e. Roll-off containers, compactors and balers for the collection of materials for reuse or recycling;
- f. Cost to host a second or subsequent household hazardous waste collection event; conditions apply (see Grant Guidance);

- g. Dedicated Waste Reduction Enforcement Coordinator (must spend designated time each week on enforcement). Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance. Municipalities receiving a Waste Reduction Enforcement Coordinator (WREC) SMRP grant may not use RDP funding as part of the matching funds requirement;
 - h. Costs associated with the collection and recycling of materials listed in the CHARM section of the RDP grant application;
 - i. Establishing and/or maintaining a municipally operated swap shop;
 - j. Recycling collection infrastructure and recycling site improvements at schools and drop-off locations with prior approval from MassDEP;
 - k. Recycling outreach and educational tools and materials listed and described in the Approved Equipment and Activities section of the Recycling Dividends Program (RDP) Grant Guidance;
 - l. Costs associated with implementing or maintaining a Pay-As-You-Throw (PAYT) program;
 - m. Funds to enhance school recycling and composting programs;
 - n. School chemical disposal;
 - o. Reusable trays for cafeterias, small compostable cups, reusable bags, reusable water bottles;
 - p. Funding up to \$750 annually for recycling related conferences and memberships.
9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.
10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the Recycling and Solid Waste survey and the Recycling Dividends Program Annual Report through its ReTRAC Connect™ account. Failure to comply with these reporting requirements will jeopardize future grant awards and RDP payments.
11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in full compliance with all applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.
12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

13. RDP Payment Calculation:

The Municipality's payment has been calculated as follows:
(Value of each point) x (Total RDP Points) + (Small Scale payment amount)

a. Solid Waste Program	4
b. Organics	0
c. Bulky Items	2
d. Yard Waste	0
e. Mandatory Recycling	0
f. Household Hazardous Waste	0
g. Center for Hard to Recycle Materials	2
<u>h. Textile Bonus Point</u>	<u>1</u>
 TOTAL RDP POINTS	 9
 VALUE OF EACH POINT	 \$200
 RDP PAYMENT AMOUNT	 \$1,800
 SMALL-SCALE PAYMENT AMOUNT	 \$500
 TOTAL GRANT PAYMENT AMOUNT	 \$2,300

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Bureau of Air and Waste
Department of Environmental Protection

Town of Gill

By: John R. Ward Selectboard Chair 9/19/16
(Signature and Title) (Date)
John R. Ward
(Print Name)

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

CONTRACTOR LEGAL NAME: Town of Gill (and d/b/a): Town of Gill		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code: DOER-ENE	
Legal Address: (W-9, W-4,T&C): 325 Main Rd, Gill, MA 01354		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: Ray Purington		Billing Address (if different):	
E-Mail: administrator@gillmass.org		Contract Manager: Paul Carey	
Phone: 413-863-9347	Fax: 413-863-7775	E-Mail: paul.s.carey@state.ma.us	
Contractor Vendor Code: VC6000191798		Phone: 617-626-7372	Fax: 617-727-0300
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RF/Procurement or Other ID Number: PON-ENE-2016-020	
<p align="center"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>		<p align="center">____ CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>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.</p> <p><input type="checkbox"/> 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.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>12,500</u>.</p>			
<p>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: <u>X</u> 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.)</p>			
<p>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.)</p> <p>This grant contract is for technical assistance with a ground source heat pump heating system conversion and bid specification.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 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.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of September 12, 2016, 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.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>May 30</u>, 2018, 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.</p>			
<p>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.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u>John K. Ward</u> Date: <u>9/19/2016</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>John Ward</u></p> <p>Print Title: <u>Chair of Selectboard</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Steven A. White</u></p> <p>Print Title: <u>Chief Financial Officer</u></p>	

II. Background

1. The Department of Energy Resources (DOER) issued the Municipal Energy Technical Assistance (META) grant application PON-ENE-2016-020 (PON) as set forth in Attachment A.
2. The Town of Gill (“Grantee”) submitted a response to the PON on or before the due date, as set forth in Attachment B.
3. The DOER has selected the Grantee to receive Municipal Energy Technical Assistance Grant funds for the project described in Grantee’s response to the PON. Due to the competitive nature of this grant program, the use of these funds is restricted to specifically approved projects.
4. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the project described in the Scope of Grant Award (collectively referred to as “the Project”).
6. This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

- I THE COMMONWEALTH STANDARD CONTRACT FORM
- II BACKGROUND
- III ATTACHMENT A: DOER PON-ENE-2016-020
- IV ATTACHMENT B: GRANTEE RESPONSE
- V ATTACHMENT C: SCOPE OF GRANT AWARD
- VI ATTACHMENT D: BUDGET
- VII THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
 1. COMMONWEALTH TERMS AND CONDITIONS
 2. Grantee AUTHORIZED SIGNATORY LISTING
 3. W-9 FORM
 4. EFT

June 2016

ATTACHMENT A

- Gill is seeking this grant in order to obtain a Heating System Conversion Engineering Study and Bid Specifications for a ground source heat pump system for its town hall and to quantify as closely as possible the benefits to be expected from the system. The Town was awarded "Green Community" designation in 2012 and has systematically tracked the benefits during that time on many energy saving and efficiency update projects including mini-split HV installations, window replacements, insulation updates, and LED street light conversions.
- Pursuit of this project, beginning with application for this META grant, has been authorized by the town's energy committee and was considered by the selectboard as part of an earlier town hall energy review. The proposed engineering study will enable the selectboard to determine the financial viability of moving forward on a ground source heat pump project.
- This engineering study, bid specifications and benefit calculation will form the basis of a Green Communities Competitive Grant application in Spring of 2017 looking toward installation of the system in late 2017 or early 2018.
- The consultant will need to appraise the heating requirements for the town hall building, design and size the ground source heating system to meet those requirements, identify equipment appropriate for the system, prepare bid specifications that will form the basis of a request for proposals to install the system and prepare a bid proposal analysis and award recommendation.
- Gill is seeking a grant of \$12,500 for the engineering study, bid specifications and related consulting work.

V. ATTACHMENT C – SCOPE OF GRANT AWARD

COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT

By and Between
Massachusetts Department of Energy Resources (DOER)
and
Town of Gill (Grantee)

SCOPE OF GRANT AWARD

1. Overview:

This grant contract is for technical assistance with a ground source heat pump heating system conversion and bid specification.

2. Program Schedule:

The following are milestones to ensure timely completion of the project. The Grantee will contact DOER immediately if it cannot meet these milestones.

- (1) End of grant period—May 30, 2018

3. Disbursement of Funds:

- \$2,000 after providing copy of signed contract with hired consultant
- Remaining disbursements made per receipt of vendor invoices provided to the Grantee detailing vendor services and tasks completed and charges. Grantee must submit REQUEST FOR PAYMENT FORM with vendor invoices to DOER.
- Final payment contingent upon receipt of a one- to two-page summary of all work provided by vendor (consultant) and the progress of the project for which the consultant is providing services.

4. Grantees Warrant to Keep Facility Open:

For Projects involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that there are not present plans to close or sell the facility(s) for which the Funds are designated, and that said facility(s) will not be closed within the next five years.

5. Administrative Costs:

None

6. Publicity

The Grantee will coordinate with DOER on all publicity regarding this project.

7. Reporting and Other Required Documentation:

- A. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- B. **Final Report:** The final report shall be submitted with the final invoice and request for payment form. The final report shall be submitted electronically to:
Paul Carey, paul.s.carey@state.ma.us
- C. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract, both the Commonwealth and the Grantee retain the right to make further use of the deliverables.