

TOWN OF GILL

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



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SELECTBOARD MEETING MINUTES

May 29, 2018

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

Members Present: John Ward, Randy Crochier, Greg Snedeker

Members Absent: None

Others Present: Ray Purington, Administrative Assistant; George Brace, Janet Masucci, Jan Ameen, Joe Williams, Laura Carboni, Chris Pietras, and Walker Widner

Liquor License Transfer: At 6:30 PM the Selectboard held a public hearing on the requested transfer of The Gill Tavern's liquor license from Unadilla, Inc to Fat Pig, Inc. under the management of W. Walker Widner. Widner, who is the chef at The Gill Tavern, introduced himself, described his background and work history, and explained the sale of the business has been in the works for 8-9 months. He will be keeping the operation of the restaurant similar to what it's been, and no changes are planned with respect to the liquor license. It was noted the sale of the business is contingent upon the Selectboard's and ABCC's approval of the liquor license transfer.

Laura Carboni and Chris Pietras, current owners of the business, spoke of their future plans after the restaurant. Carboni thanked the Selectboard for the strong and easy relationship between the Town and the restaurant. No abutters were present, and no one spoke in opposition to the license transfer. Greg made a motion, seconded by John, to approve the transfer of the liquor license from Unadilla, Inc. to Fat Pig, Inc. The vote was unanimous in the affirmative. Carboni, Pietras, and Widner left the meeting at 6:37 PM.

Mariamante Field Lease: Two bids were received for the agricultural use of the Mariamante field, with Joe Williams as the high bidder. Ray explained the bid form asked for two bids, for use of the field with and without chemical fertilizer being allowed. Williams stated the field "needs to be fed," and advocated for the Selectboard to allow chemical fertilizers this year. If allowed, he plans to apply 3 tons of fertilizer at a cost of \$439/ton and 20 tons of time at a cost of \$50/ton. The Selectboard briefly discussed the question of chemical fertilizer, noting the use can further deplete the soil of organic matter and also noting manure is generally not available in the quantity needed within a reasonable hauling distance of the field.

Greg made a motion, seconded by John, to allow the use of chemical fertilizer on the Mariamante field for the 2018 season. The motion was approved by a vote of 2 in favor, and 1 opposed. Greg made a motion, seconded by John, to award the 2018 lease of the Mariamante field to Joe Williams for his high bid of \$250.00. The vote was unanimous in the affirmative. Williams left at 6:48 PM.

Reorganization: Following the May 21st Town Elections, the Selectboard reorganized. John made a motion, seconded by Randy, to elect Greg as Chair. The vote was unanimous in the affirmative. Greg took over as Chair of the meeting. Randy made a motion, seconded by Greg, to elect John as Clerk. The vote was unanimous in the affirmative.

Randy made a motion, seconded by John, to make the following committee appointments: Randy as representative to the Personnel Committee; Greg as the representative to the FRCOG; John as the representative and Greg as the alternate to the Franklin Regional Planning Board; Randy as the representative and Ray as the alternate to the Franklin Regional Transit Authority, John as the representative to the Machinery Advisory Committee, Greg as the representative to the Cable Advisory Committee, and Greg as the representative to the Capital Improvement Planning Committee. The vote was unanimous in the affirmative.

Curbside Collection of Organics: Jan Ameen, Executive Director of the Franklin County Solid Waste Management District, met with the Selectboard with an update on a possible application for a DEP grant that would fund start-up costs for a 2-year pilot program to do curbside collection of organic waste. The application deadline is June 13, 2018.

Ameen explained removing organics from the trash stream would likely cause the Town to sell fewer trash stickers, and she estimated an \$11,000 annual revenue loss from this. Adding weekly collection of organics would increase the Town's collection/hauling costs by \$13,284. Combined with the lost revenue, the overall additional cost of curbside collection of organics is \$24,384. She noted there are other examples of curbside organics programs in Massachusetts with similar economic challenges.

Ameen reported feedback from one of Alternative Recycling's drivers for the Gill route who has observed households often put out 2-4 bags of trash at a time, but may go two or three weeks between putting out trash for pickup. Further study is needed, but there is the potential the Town could save on its collection and hauling costs by moving to an every-other-week collection for trash. The specifics would be a decision of the Board of Health, and this question was referred to that Board.

With respect to the grant application, there are no strings attached to an application. If the grant is awarded, and in the meantime the Town determines the organics collection program is not financially viable, the award can be declined without penalty. Randy made a motion, seconded by John, to authorize Ameen to apply on the Town's behalf for the DEP grant for organics collection. The vote was unanimous in the affirmative. Ameen left the meeting at 7:15 PM.

Review of Minutes: Randy made a motion, seconded by John, to approve the minutes of 5/14/18. The vote was unanimous in the affirmative.

Project Updates: Nothing to report.

Gill 225th Anniversary: Banners announcing the 225th Anniversary have been printed by the Franklin County Jail and donated to the Town. The banners were hung at the Town Hall and Riverside Building on May 26th by volunteers Randy Crochier, Ray Steele, Rose Levasseur, and Ray Purington. Upcoming June events include guided walks at the Town Forest, conversations with neighbors at the Library, and the first of three Common People concerts.

Selectboard Liaisons to Fire, Highway, and Police Departments: The Selectboard discussed establishing liaisons between the Selectboard and the Fire, Highway, and Police Departments. It was felt having liaisons could provide another channel for communication with the departments, and could provide advice to the Department Heads if another set of eyes and ears was desired for a particular project or issue. It was emphasized the liaisons would not be making decisions on matters that properly require action by the entire Selectboard. Additionally, having an assigned liaison would not preclude a Department Head from communicating with the other members of the Selectboard, so long as there was no "serial communication" taking place.

It was agreed by consensus to establish liaisons for a trial period through the end of October, and to revisit and evaluate it at the Selectboard's October 29th meeting. If continued beyond October 29th, it is planned to have the assignments rotate annually. Liaisons will be Greg – Fire Department, John – Police Department, and Randy – Highway Department. Ray will send a memo to the Departments announcing the new liaison role. The memo will point out the liaison exists to provide some combination of more, better, and easier lines of communication, and that Department Heads should not expect their liaison to only function as their biggest advocate and supporter.

Longevity Bonuses for Non-Full-Time Employees: The Selectboard reviewed a recommendation from the Personnel Committee to establish longevity bonuses for non-full-time workers. The proposal calls for a bonus equal to 25% of that of a full-time employee for someone who works less than 20 hours per week, and a 50% bonus for someone who works 20 or more hours per week. Several questions were raised: 1) How is an employee categorized as less-than-20 or 20-or-more hours per week? Is it an annual average, the week with the highest hours during a year, or another method? 2) How does the policy handle someone who has been an employee for more than 10 years (therefore eligible for longevity), but who worked part-time for a number of years before moving to full-time? Or an employee who has some years as "less-than-20" and some years as "20-or-more"? 3) Should the bonus apply to minimal participation employees, for example, a part-time police officer who works traffic details but rarely works a shift for the Police Department? The matter was referred back to the Personnel Committee for clarification.

FY19 Bids for Highway Products: The Selectboard reviewed a list of low bidders for highway products during FY19 as part of a group procurement conducted by the FRCOG. Randy disclosed he is a grant-funded employee of the FRCOG in a public health position with no connection to the procurement of highway products. Randy made a motion, seconded by John to award the bids as listed. The vote was unanimous in the affirmative.

Regional Dog Control Services Agreement for FY19: The Selectboard reviewed a proposed agreement between the Town and the Franklin County Sheriff's Office for Regional Dog Control Services for FY19. Randy disclosed he is an employee of the Franklin County Sheriff's Office but has no involvement with the Dog Shelter program. Ray noted there are no major changes to this agreement from the FY18 agreement signed last year, and the cost to the Town remains the same at \$350. Randy made a motion, seconded by John, to approve the agreement and to authorize Ray to sign the agreement on behalf of the Town. The vote was unanimous in the affirmative.

Firefighter Appointment: Randy made a motion, seconded by John, to appoint Edward Curtis as a firefighter through June 30, 2018. The vote was unanimous in the affirmative.

MassDOT Capital Investment Plan: The Selectboard reviewed a draft letter to MassDOT calling for the inclusion of suicide barriers on the French King Bridge and two safety improvement projects along Route 2 in Erving in the latest Capital Investment Plan for MassDOT. Randy made a motion, seconded by John, to authorize Ray to sign and submit the letter on behalf of the Selectboard. The vote was unanimous in the affirmative.

Sewer Abatement: An abatement application from Linda Billiel, 46 French King Highway, was reviewed. Ms. Billiel has asked for an abatement of \$582.98 from the 4/17/18 sewer bill due to excess water that did not enter the sewer system. There was a major water leak which resulted in a flooded basement, and a plumber was hired to pump the water out onto the lawn. Randy made a motion, seconded by John, to approve the requested abatement. The vote was unanimous in the affirmative.

Electricity Aggregation: A May 16th memo from Bob Dean at the FRCOG was reviewed. The FRCOG has completed its role in the process to select an aggregation consultant for towns interested in pursuing electricity aggregation. Colonial Power Group is the consultant, and will be contacting towns to determine next steps. The Selectboard asked Ray to start the process with Colonial Power Group, and to include two options for the aggregated electricity. Residents should be able to select a lowest cost option or a green energy option.

Memorial Day Wrap Up: The Selectboard received a letter from the Memorial Committee outlining the successful Memorial Day ceremony held on May 27th. Greg attended and spoke at the ceremony, and he thanked the members of the Memorial Committee for all they do to honor veterans and those who died in service to the country..

George Brace left the meeting at 8:03 PM.

Warrant: The Selectboard reviewed and signed the FY 2018 warrant #25.

The meeting adjourned at 8:34 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved on 06/11/2018

John Ward, Selectboard Clerk

Gill curbside calculations May 2018

Trash 200 tpy

# households	lbs/week/hshld	lbs/week	tons per week
580	13.26	7692	3.85

Organics

# households	lbs/week/hshld	lbs/week	tons per week	net trash/week
300	10	3000	1.50	2.35
				39% reduction

Trash & Organics weekly is additional \$1357/month or \$16,284/year

DEP implementation grant = \$3,000 (\$10/hshld) 2 years

Net: \$13,284

Trash & Organics alternating weeks is additional \$1045/month or \$12,540/year

DEP implementation grant = \$3,000 (\$10/hshld) 2 years

Net: \$9,540

12 gallon carts 300 x \$30 = \$9000 - \$6000 grant = \$3000 net cost (\$10 participant fee?)

RDP funds approx. \$10,000 by FY19; \$15,000 in FY20

Potential trash disposal savings: 75 tons/year x \$77 = \$5,775

FY17: 14,000 stickers/bags at 200 tons (400,000 lbs.) = 28.57 lbs/bag and 270 bags/week

270 bags/week/580 households = 1/2 bag/week/household or 14.3 lbs of trash/week/household

compost at 10 lbs. week leaves 4.3 lbs trash/week/household

28.57 lbs full bag/4.3 lbs = 7 weeks for 1 bag of trash or 7 bags/year for compost hshlds.

Assume 12 bags/year for 300 hshlds

Normally 24 bags/year so 50% of households will buy 50% fewer stickers.

14,000 stickers/580 hshlds = 24 stickers/year

300 compost hshlds x 12 stickers/year = 3600 stickers

280 hshlds X 24 stickers/year = 6720 total 10,320 stickers/year

lose 3680 stickers/year x \$3 = \$11,040 lost revenue

\$71,700/year trash and recycling costs + \$13,284 organics - \$29,200 (net sticker \$) = \$55,800 general fund

Current general fund: \$71,700 - \$40,170 (stickers) = \$31,500

Highway Products Bids – the FRCOG FY19 bids for stone, gravel, hardpack, and paving are ready to be awarded. The bid results are attached. All prices are for us picking up the material, except for the asphalt. The list is:

Hardpack – Lane Construction, \$8.00/ton (\$8.00 this year)

1 ½” stone – Lane, \$11.00/ton (\$11.00 this year)

1 ½” dense graded crushed stone – Lane, \$9.50/ton (not used this year)

¾” stone – Lane, \$12.45/ton (\$12.25 this year)

1 ½” gravel – Lane, \$11.75/cu yd (\$11.75 this year)

¾” gravel – Lane, \$12.75/cu yd (\$11.75 this year)

1 ½” crush stone – Lane, \$11.75/ton (\$9.00 this year)

riprap – Lane, \$13.50/ton (\$12.75 this year)

asphalt applied in place – Lane, \$52.70/ton (57.85 this year)

asphalt reclamation – All-States Asphalt, \$1.39/sq yd & secondary award to Rafferty Fine Grading, \$1.42/sq yd (was not part of this year’s bid)

oil & stone (rubberized chip seal) – not using any in FY19 (All States Asphalt, \$3.20/sq yd in FY18)

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

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, 2018 through June 30, 2019**, for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "Parties".

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

The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

- A. Employ a Regional Dog Shelter Director. Said Director must be a Deputy Sheriff and certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program Director will, among other duties, work with Animal Control Officers and other Law Enforcement entities, maintain safety and wellbeing of the Shelter dogs, recruit volunteers, work with minimum security prisoners, conduct community outreach, place dogs needing adoption, return stray dogs to owners, 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. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance under this Agreement and hold annual meeting for all interested parties.

Section 1B Regional Dog Control Services – Deemed Cruelty, Dangerous Dog/Quarantine Cases

- A. Dogs that enter the Shelter deemed by the town or court as ‘dangerous dog’ or quarantine cases will be transferred to an appropriate facility within three days. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1);**
- C. For ‘cruelty’ cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for ‘dangerous dog’ and ‘cruelty’ case dogs is \$50.00 per day.

Section 2A 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. Handle neighborhood disputes involving dog complaints;
- C. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- D. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case. The Shelter will be updated on any and all legal activity by the Law Enforcement entity involved;
- E. All reported bites will be investigated by Law Enforcement; Municipal Animal Inspectors will order quarantine of biting dogs pursuant to State guidelines;
- F. Appear in court in connection with any criminal enforcement or civil hearing;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff’s Office.

Section 2B Regional Dog Control Services – Deemed Cruelty, Dangerous Dog/Quarantine Cases

- A. Dogs that enter the Shelter deemed by the town or court as ‘dangerous dog’ or quarantine cases will be transferred to an appropriate facility within three days. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1);**
- C. For ‘cruelty’ cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;

- D. The daily fee for 'dangerous dog' and 'cruelty' case dogs is \$50.00 per day;
- E. In the event that the arresting authority needs to place a dog(s) at the Shelter as a result of an arrest an owner, the authority will provide the owner with the Shelter's information to reclaim the dog(s). **(See Attachment # 2).**

Section 3 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 Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.
- 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 Shelter. The annual municipality assessment for the term 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 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office.
- 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 5 Term

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of term, any successor Agreement must receive the necessary statutory authorizations.

Section 6 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 7 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 8 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 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 9 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’s Office
ATTN: Amie Redeker
160 Elm Street
Greenfield, MA 01301

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

Christopher J. Donelan, Sheriff

Town of _____

Address _____

Authorized Signature

Printed Name

Date

TOWN OF GILL

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



www.gillmass.org

May 29, 2018

Secretary Stephanie Pollack
Secretary of Transportation and CEO of MassDOT
10 Park Plaza, Room 4160
Boston, MA 02116

RE: CIP

Dear Secretary Pollack:

The Gill Selectboard would like to request the following projects be included in the Capital Investment Plan (CIP) currently out for public comment:

- Installation of suicide barriers on the Route 2 French King Bridge in Gill and Erving;
- Construction of Route 2 Safety Improvements in the Farley section of Erving; and
- Construction of Route 2 Safety Improvements in the Erving Center section of Erving.

The French King Bridge has been the scene of many suicides and attempted suicides over the years. A collaborative group of state legislators, MassDOT representatives, and town officials has worked for several years to complete a study on strategies for addressing this issue.

Consensus has been reached on the conceptual design, but funding to design and implement the barriers has not advanced because it is not included in the CIP. The safety and security of this bridge is the most important transportation priority for our town, and we ask the project be added to the CIP.

The projects for safety improvements on Route 2 in two of Erving's villages were in process approximately five years ago, and were nearing 25% design completion. The Gill Selectboard, echoes the public comments submitted by the Route 2 Safety Task Force, and calls for these projects to be included in the CIP.

We appreciate the opportunity to offer these comments, and I would be happy to answer any questions you may have. I can be reached at administrator@gillmass.org or 413-863-9347.

Sincerely,

Ray Purington, Administrative Assistant
on behalf of the Gill Selectboard

CC: Representative Susannah Whipps, 2nd Franklin District

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 12/27/17)

If the usage figures are believed to be incorrect for the current billing cycle, an abatement form must be filled out, signed, and dated to allow the Town to respond and consider the request. **The bill must be paid before any abatement will be considered.** Sewer abatements will not be granted for the following uses: watering gardens; watering lawns; washing vehicles, buildings, driveways, etc.; no water meter reading or use.

Sewer Bill Date: 4-17-18 Sewer Bill #: 22 Acct # 2300
 (Abatement requests must be in writing to the Sewer Commissioners within 30 days of the bill date.)

Dear Sewer Commissioners: I am requesting abatement of my sewer bill for the noted reason(s).

- Metered water used for filling swimming pools or spas (complete chart below)
 (Abatement shall not be granted if calculated amount is less than \$10.00)
- Inaccurate readings (must be confirmed by Water Commissioners)
- Excessive reading due to broken water pipes (must prove that excess water did not enter sewer system)
- Other (explain below)

Explanation: Flooded basement + I had to have
Letourneau Plumbing come + siphon water onto the
lawn. Also had a broken water pipe in the front yard
and the town came + dug up lawn + fixed pipe

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"B" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Discounted Sewer Rate (from bill) 0.1995 - 10% = 0.1796 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	<i>075074</i>	<i>075162</i>	<i>88</i>	<i>0.1796</i>	<i>15.80</i>
			<i>3246</i>	<i>0.1796</i>	<i>582.98</i>
				<i>0.1796</i>	
				<i>0.1796</i>	
				<i>0.1796</i>	
				Total requested	\$582.98

(Per Ms. Billiel, flood level in basement was very deep. Requested abatement is the cubic feet difference between this bill and the average of the last 4 bills.)

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Signature Linda Billie

Name Linda Billie

Account # (from bill) 2380

Address 26 Temple Ave.
Greenfield

Tel. 713-222-1162

Meter location if different from above address 46 French King Highway
Gill MA 01354

Submit this completed form to the Tax Collector

PO Box 784, Turners Falls, MA 01376

-----Town Use Only Below This Line-----

Date received by Tax Collector 5/17/18 Abatement deadline (90 days from receipt) _____

Sewer bill is paid & no outstanding sewer charges? YES NO

Tax Collector signature Thomas A. LeChance

Sewer Commission response: Approved _____ Denied _____ Date _____

Sewer Commissioners _____



Franklin Regional Council of Governments

To: Select Boards of Buckland, Charlemont, Colrain, Conway, Deerfield, Gill, New Salem, Northfield, Shelburne, Shutesbury, Sunderland, Warwick and Whately.

From: Robert Dean, Director of Regional Services

Date: May 16, 2018

Re: Franklin County Electricity Aggregation Project Update

I am writing to update you on the Electricity Aggregation Project and to introduce you to the chosen aggregation consultant, Colonial Power Group (CPG). After reviewing their proposal, checking multiple references, and inviting them in for an interview, CPG was chosen by the Consultant Selection Committee which was composed of your appointees.

As you know, the first step in the electricity aggregation process is to ensure that Town Meeting has voted to authorize your Select Board to aggregate the town's residential and commercial electricity supply. Several Franklin County Towns were part of the Hampshire COG aggregation project several years ago and have approved Town Meeting votes from that project. We heard from CPG that the Massachusetts Department of Public Utilities (DPU) considers those original votes to still be valid. Other Towns are taking the question to this spring's Town Meeting, either for the first time or to gain a new approval vote. Many of you have already voted and approved aggregation.

Once you have Town Meeting authorization, the next step is to contract with CPG so that they can provide you with technical assistance and act as your agent through the rest of the aggregation process. Attached is a draft contract that was reviewed by an attorney at KP Law and is acceptable to CPG. You may use it as a starting point in your contracting process. As always, make sure you are comfortable with the contract and feel free to have it reviewed by your Town Counsel before signing.

Both the original Request for Proposals (RFP) issued by the FRCOG and CPG's proposal in response are incorporated by reference into the contract. I will forward PDF versions of those two documents along with a Word version of the draft contract document to your Town's administrator.

CPG will not charge the Town for their services. They will be paid directly by the competitive supplier of electricity after you award a bid and the aggregation is actively supplying electricity to residents and businesses. The rate is one mil (\$0.001) per kilowatt hour (kWh) supplied.

Once you are contracted with CPG, their staff will work with you and guide you the rest of the way through the aggregation process. The next step will be to develop an electricity aggregation plan that will go to the DPU for approval. When that aggregation plan is approved, the path will be clear to procure a supply of electricity.

Here is CPG's contact information:

Mark Cappadona, President
Colonial Power Group, Inc.
277 Main Street
Marlborough, MA 01752
508-485-5858 EXT 3
508-485-5854 (fax)
866-485-5858 (toll-free)
Mark@colonialpowergroup.com
www.colonialpowergroup.com

I am also providing CPG with contact information for your Town so they will know how to get in touch with you. I will include your Town's administrator as the first point of contact. You are free to change that with CPG if you would rather have someone else be the liaison.

Now that CPG is on board, the FRCOG has no plans to continue its involvement in this aggregation project. However, as you move forward with the project, if you see a role for us to play, please contact me and the FRCOG will be happy to participate.

Thank you for your participation in this project. If you have any questions, please contact me at bdean@frcog.org or (413) 774-3167, ext. 108.

To: Board of Selectmen.

From: Memorial Committee.

Subject: Memorial Day Services and Ceremony.

Dear Board of Selectmen,

The Memorial Committee would like to report a very successful and meaningful Memorial Day service and ceremony which took place Sunday May 27, 2018 even though the ceremony had to be held inside due to the light rain. Features of the event were; Several meaningful speeches, Music by the Nichita family, Gill Veterans and Citizens holding Service Flags , Custom Flag Holder Plaque display has been completed.

On Friday May 25, 2018, all the Veterans graves in Gill Cemeteries received a new flag and a small geranium. The area around the Veterans Monuments in the center were cleaned, and small flowers were planted in the planters. Also the flags were replaced in the ten flag holders in front of the Monuments. Big thanks to Doug Smith and Chet Kuzontkoski for maintaining the area, and to all who helped out in the planting of the geraniums.

Sunday May 27, 2018, before Church Services, The flags (U.S. Ensign and POW/MIA) were replaced on the center common. Church Services were presided over by Gary Bourbeau, who was also the Memorial Day speaker. Great job on the piano played by Dragds Nichita and Venassa Nichita on the violin were outstanding.

Opening the second half of the Ceremony was Selectmen Greg Snedeker and Marine Corp Commandant Brian Brooks. The Rose Ceremony was conducted by Memorial Committee members, Doug and Elaine Smith with Madison Bourbeau assisting. The Marine Corps Color Guard Rifle Salute was done outside on the Church steps. Posting of the Colors and the flag raising was omitted. Taps was played by Buglers Steve and Joyanna Damon. Bag Piper Phelan Muller did a super job in playing several verses of Amazing Grace. The Citizens who man our service flags during the Ceremony were mostly Veterans and we thank them for their service.

Everything went very smoothly and even without a rehearsal, we feel comfortable with the way it turned out. After the services the Northfield Veterans of Foreign Wars raised the monument flag. The Memorial Committee would like to thank all of those who participated in this event, and all for attending.

In closing, Chet Kuzontkoski gave a brief overview of what the Memorial Committee has been doing, and thanked each group, and person by name adding a appropriate final touch. Currently we have expanded our flag project to include all service flags to be displayed at different times during the summer and fall. Continue to replace, refit all Flag Holders in Gill Cemeteries, name additions to the existing Monuments, and explore a new stone or Monument, Provide a special Memorial Day service for the Town of Gill. The plaque displaying the old flag holders that stood in front of the Monuments has been modified thus preserved this Gill history for all to enjoy. It is our hopes that this can be placed on permanate display in the town hall.

Respectively,

Gary Bourbeau

Merri Bourbeau

Doug Smith

Elaine Smith

Chet Kuzontkoski

Memorial Committee