

TOWN OF GILL

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



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SELECTBOARD MEETING MINUTES

May 16, 2017

Called to Order: The meeting was called to order at 6:25 PM.

Members Present: John Ward, Randy Crochier, Greg Snedeker

Members Absent: none

Others Present: Ray Purington, Administrative Assistant; Janet Masucci, Gene Beaubien, Rachel Abernethy, Seth Montgomery, Patricia Crosby, Sandy Brown, Fred Chase II, Sue Kramer, Ben Levy, Michi Wiancko, Claire Chang

Reorganization: Following the May 15th Town Elections, the Selectboard reorganized. Greg made a motion, seconded by Randy, to elect Randy as Chair. The vote was unanimous in the affirmative. John made a motion, seconded by Randy, to elect Greg as Clerk. The vote was unanimous in the affirmative.

By consensus, the Selectboard made no changes to their current committee appointments: Randy as representative to the Personnel Committee; Greg as the representative to the FRCOG; Greg as the representative and John as the alternate to the Franklin Regional Planning Board; Randy as the representative and Ray as the alternate to the Franklin Regional Transit Authority.

Sanctuary City: Seth Montgomery provided an update on recent developments at the national level related to the discussion of Gill taking action on immigration enforcement. He explained that on April 24, a US District Judge placed a federal injunction on the Presidential order that called for the Executive branch to withhold federal funds to communities that refuse to cooperate with federal immigration enforcement. John made a motion, which was subsequently withdrawn, to declare the Town of Gill to be a Sanctuary Town as a gesture of showing compassion for all citizens.

Randy read the Gill version of the Holyoke “Order Relating to the Enforcement of Civil Immigration Detainers.” One typo was noted and will be corrected. Audience members commented that the Amherst Town Meeting recently adopted a lengthy policy on this matter, and Montague’s Town Meeting recently adopted a statement very similar to the one being considered by Gill.

Greg explained his position on the issue, which he supports as a person, but still has concerns as a Selectman. The timing of a vote on this is complicated by the Town’s grant application for FEMA funds to replace air packs for the Fire Department. A decision on the grant should be received soon. He also asked Montgomery and Abernethy whether they could, as teachers at the Northfield Mount Hermon School, seek a statement from the NMH Administration on how this issue is impacting the School, and its students and parents.

Several audience members made statements about the importance of taking action on this matter, and that the risk of losing grant money should not keep the Selectboard from doing the right thing. “There is an opportunity right now to do a challenging thing at a challenging time.” It was also pointed out adopting this Order is a small gesture, and is not the same as declaring Gill to be a Sanctuary Town.

It was left that Greg will do whatever additional research he needs to be comfortable voting on the issue. When he is ready, he will let Ray know, and the topic will appear on the agenda of the next Selectboard meeting. John made a motion, seconded by Randy, to leave the pending motion on the table until a date to be determined. The vote was unanimous in the affirmative.

Rachel Abernethy, Seth Montgomery, Patricia Crosby, Sandy Brown, Sue Kramer, Ben Levy, Michi Wiancko, and Claire Chang left the meeting at 7:15 PM.

Minutes: The minutes from 5/1/17 were not ready.

Sewer I&I Study: Town Counsel has not completed her review of the two ideas about ways to identify houses with illicit sump pumps connected to the sewer system. She will be reminded after her busy season for town meetings.

Gill Elementary Well: No progress last week.

Mariamante Property/Community Solar: Nothing to report.

Annual Reports: The printed 2011 Annual Reports were delivered this evening.

Oak Street Easement: Nothing to report.

2009 Sterling Truck: Fred Chase II reported the 2009 Sterling is parked outside and invited the Selectboard to go outside to look at the truck. The meeting was recessed for approximately 15 minutes to view the truck. Beaubien left the meeting. Mike Jackson joined the meeting.

John reported the truck's engine was started and left idling while the truck was looked over. After almost exactly 10 minutes, the truck shut itself off, which demonstrated the idle time auto shut off feature was indeed working.

Chase reported he found the 1000-gallon diesel fuel tank at the Highway Department was contaminated with bacteria, and was the likely cause of engine troubles for the 2008 International truck earlier this year. The fuel tank has been treated, but will need another treatment in another week. The fuel filter on the tank should be changed monthly until the bacteria has been removed. Fuel filters on all the Town's diesel vehicles should be changed regularly as well.

Chase presented the Selectboard with a copy of a 1994 Town Meeting vote that established a Machinery Maintenance Committee. He noted the Moderator never took action to appoint the committee. The Selectboard agreed to put the topic on the agenda for their May 30 meeting.

Chase also offered to service and inspect all of the Town's vehicles and equipment. He would charge his regular \$75 hourly rate, and all parts would be charged at cost.

Returning to the topic of the 2009 Sterling truck, Chase stated there are no issues or problems with the truck that he is aware of. He will return the truck to the Highway Department on May 17th. Chase left the meeting at 8:07 PM.

The Selectboard discussed sending a memo to the Highway Department in response to their memo of March 13th. Since that date the truck's exhaust stack has been adjusted, which should solve the problem of exhaust fumes entering the cab. The clutch was unstuck and adjusted, and the truck has been to the Sterling dealer which originally sold the vehicle for computer updates and resetting of the idle time shut off. The Selectboard believes the totality of these actions is sufficient to make the truck safe to operate and worth "giving it another chance." Ray will draft the memo.

FirstLight Ground Rules for Settlement Negotiations: The Selectboard reported the Ground Rules were signed on May 8th, allowing the Town's participation in the FirstLight settlement negotiations. A disclaimer was included on the signed copy: "Subject to the following: The Town of Gill is subject to the Massachusetts Public Records & Open Meeting Laws and the Freedom of Information Act. Any public information requests for information provided to the Town of Gill pursuant to these Settlement Negotiations will be provided to the requesting party in accordance with these laws. All Open Meeting Law requirements shall also be met which may be applicable particularly relative to Sections 4, 7 and 8."

Appointment of Oil Inspectors: The item was passed over, as no new information has been received from the Fire Chief.

FRCOG Municipal Energy Coordination Services: The Selectboard reviewed a proposed agreement between the Town and the FRCOG that would have FRCOG staff seek a Municipal Energy Technical Assistance (META) grant from the Mass DOER. If the grant is received, it will allow FRCOG staff to assist the Town on Green Community grant applications, assist with procurement of grant funded projects, and assist with the Green Community annual report. Randy disclosed that he is an employee of the FRCOG, but his position is funded by an unrelated grant.

Ray explained that the Energy Commission hopes to use this assistance to apply for a Green Community competitive grant in early 2018. New heating systems for the Town Hall and/or the Library are under consideration for the grant application. John made a motion, seconded by Greg, to authorize Randy to sign the agreement with the FRCOG. The vote was unanimous in the affirmative.

Regional Dog Control Services: The Selectboard reviewed the FY18 agreement with the Franklin County Sheriff's Office for Regional Dog Control Services. Randy disclosed that he is an employee of the Sheriff's Office and recused himself from the discussion and vote. The agreement allows the Town access to the regional dog shelter, and costs \$350. John made a motion, seconded by Greg, to authorize Ray to sign the agreement. The motion passed by a vote of 2 in favor and 0 opposed.

Schuetzen Verein Public Gathering Permit: Randy disclosed that he is a member of the Turners Falls Schuetzen Verein Club, and recused himself from the discussion and vote. The Selectboard reviewed the Club's application for a Public Gathering Permit covering various clam bakes, car cruises, and other public events during 2017. The Board of Health, Highway Department, Police Department, Fire Department, and Building Inspector have signed off on the application, with the same conditions requested as last year: 1) All fire lanes must be kept open for access by fire & medical services; and 2) There must be a police detail for crowds over 300 people, except for the monthly car shows, which shall have a detail officer at the Route 2 entrance.

John made a motion, seconded by Greg, to approve the application for the Public Gathering Permit. The motion passed by a vote of 2 in favor and 0 opposed.

Corrections to PILOT Agreement with Kearsarge Energy: The Selectboard reviewed minor corrections to the PILOT agreement between the Town and Kearsarge Energy for the solar photovoltaic facility on property owned by NMH. The requested changes are: 1) Updating the site plan in the PILOT to reflect the final surveyed footprint of the project. 2) Deleting the word "quarterly" from the first paragraph of Section 1, as it conflicts with the paragraph's intent to provide bi-annual payments. Ray noted that this was an error not caught when the PILOT was proofread, and that bi-annual payments have always been the understanding and intent of the agreement. 3) Correct language to shift the timing of the first payment from issuance of a building permit to after the start of commercial operation of the facility. Ray noted that this, too, has always been the understanding and intent of the agreement.

John made a motion, seconded by Greg, to approve the changes to the PILOT agreement with Kearsarge Energy and authorize Ray to sign the amendment on behalf of the Town. The vote was unanimous in the affirmative.

Part Time Police Officer: Ray presented a request from the Police Chief to have Mark Ruddock appointed as a Part Time Police Officer for the Town. It was noted Ruddock previously worked as a part time officer in Gill from 1996 to 2001. John made a motion, seconded by Greg, to appoint Mark Ruddock as a part time police officer through June 30, 2017 contingent upon receipt of acceptable results from a recent medical evaluation. The vote was unanimous in the affirmative.

Randy offered his congratulations to Greg for his re-election to the Selectboard on May 15th, and thanked him for his willingness to serve the Town for another three years.

Mike Jackson left the meeting at 8:30 PM.

Warrant: The Selectboard reviewed and signed the FY 2017 warrant #23.

The meeting adjourned at 8:55 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved 05/30/2017

Greg Snedeker, Selectboard Clerk

TOWN OF GILL

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



www.gillmass.org

An Order Relating to the Enforcement of Civil Immigration Detainers in the Town of Gill

Whereas, the Town of Gill is committed to the respectful treatment of all residents in our community;

Whereas, in order to enhance the trust of the immigrant community in our law enforcement and to ensure that all citizens receive the highest level of public safety, it is imperative that a policy be established regarding the administration and enforcement of civil immigration detainers by the Gill Police Department;

Now, Therefore, We, the Selectboard of the Town of Gill, by virtue of the power invested in us, do hereby ordain:

The Gill Police Department shall neither honor nor enforce a civil immigration detainer requested from the United States Immigration and Customs Enforcement (ICE) or the United States Customs and Border Patrol (CBP) when such order seeks the excessive and/or unnecessary detention of an individual in department custody beyond the point at which he or she would otherwise be released.

This shall not apply where such order requests detention of an individual who: 1) is subject to a criminal warrant or court order for continued detention, or has been indicted or arraigned for a criminal offense, and/or 2) has been convicted of a serious crime, including but not limited to domestic violence or treats, or violent felony as defined in Massachusetts General Law or a felony punishable by imprisonment in a state prison; and/or 3) is arrested and taken before a magistrate on a charge involving a serious or violent felony as defined in Massachusetts General Laws or a felony punishable by imprisonment in a state prison and the magistrate finds probable cause to believe that the individual is guilty of such a felony; and/or 4) is a current registrant of the Massachusetts Sex Offender Registry or is the defendant on a restraining order under Chapter 209A or a Harassment Order under Chap. 259E; and/or 5) has been the cause of a person seeking shelter or other assistance to escape from abuse. Further, this policy shall not apply where a law enforcement or public safety purpose, including but not limited to medical protection concerns, exists for detaining an individual that is unrelated to the enforcement of civil immigration law.

This order shall take effect immediately.

Randy Crochier, Chair

Gregory M. Snedeker

John R. Ward

Adopted on _____

“Machinery Committee” Notes

Special Town Meeting – September 27, 1994, Article 7

Article 7: Moved the Town vote to form a five (5) member Machinery Committee, appointed by the Moderator, to assess the condition of all present town-owned equipment, confer with departments, and assist in the development of a capital plan for repair or replacement of major equipment. This Committee would also study the need and recommend the purchase of additional equipment.

Unanimous Yes. (Approximately 62 voters, based on results of another Article that night)

- Moderator never acted on the vote, no appointments were ever made.



Franklin Regional Council of Governments

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

AND

THE TOWN OF GILL for

MUNICIPAL ENERGY COORDINATION SERVICES

This Agreement is made this ___**day of May 2017**, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301, ph. 413-774-3167), contact persons Kimberly Noake MacPhee, Land Use and Natural Resources Program Manager, and Alyssa Larose, Land Use Planner; and the Town of Gill, Massachusetts acting by and through its Board of Selectmen, contact person Ray Purington, hereinafter referred to as the “Town.”

WITNESSETH THAT:

WHEREAS, the Town is a member of the Franklin Regional Council of Governments and the Town has determined that there is a need to obtain professional assistance for municipal energy coordination services; and

WHEREAS; the FRCOG through its Planning Department will seek to secure funds from the Massachusetts Department of Energy Resources’ (DOER) Municipal Energy Technical Assistance Grant to provide technical assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM OF AGREEMENT

The FRCOG and the Town agree that the FRCOG, acting by and through the Planning Department will provide the agreed upon services to the Town as outlined herein.

II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the Planning Department, for the purposes of providing municipal energy coordination services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner, in the best interest of the Town, and in conformity with all applicable

federal, state, and local laws, rules and regulations, and as directed by the Board of Selectmen or their designee.

The FRCOG will render the primary services to be provided as described herein through FRCOG planning staff and the FRCOG Chief Procurement Officer.

III. SCOPE OF SERVICES

The FRCOG will provide one or more of the following services to the Town under the direction of the Planning Department as requested by the Town.

- For Gill, an existing Green Community:
 - Assist with grant application preparation
 - Assist with procurement activities for approved grant funded projects
 - Assist with Annual Report preparation

IV. COMPENSATION

The Town and FRCOG hereby agree that with respect to services rendered under this Agreement. The amount for the services provided shall not exceed **\$5,000** during the contract period. Charges may include the following:

- A. Planning staff will be billed at their current hourly rate plus overhead.
- B. Direct costs such as legal advertising, travel, mailing or copying.
- C. The Procurement Officer rate shall be \$75.00 per hour. The rate includes fringe benefit costs, travel reimbursement, clerical support, and indirect costs.

The FRCOG shall bill DOER quarterly based on the actual hours worked plus any direct expenses.

V. TIME OF PERFORMANCE

The Planning Department shall work with the Town of Gill to schedule assignments and work tasks for the provision of services under this Agreement. The time of performance for these services shall be from the date the grant is awarded by DOER through December 2018.

VI. INDEMNIFICATION AND INSURANCE

The Town shall indemnify and hold the FRCOG harmless with respect to any and all public liability and third party losses, damages, costs, or expenses for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

VII. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

VIII. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

IX. FORCE MAJEURE

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

X. ASSIGNABILITY

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

XI. TERMINATION

This agreement may be terminated by either party for any reason upon written notice. Such notice shall be signed by authorized officials of the parties. In event of termination, the FRCOG shall no later than fifteen days after said termination, deliver to the Town all reports, documents, data and materials of every kind and nature which are related to FRCOG's services to the Town and compensation will be made for time spent up until the time of termination.

XII. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement which affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the FRCOG and the Town have caused this Agreement to be executed in duplicate by their respective authorized officers and hereby certify that this Agreement is in full force and compliance with all applicable laws, rules, and regulations, as set forth herein above.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Linda Dunlavy
Executive Director

Date

TOWN OF GILL

Board of Selectmen, Chair

Date

If needed,

Selectboard Member

Selectboard Member

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

Regional Dog Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "Sheriff's Office") and the **Town of Gill** (hereafter the "Municipality"), covers the provision of dog control services as detailed in the following agreement for the period of **July 1, 2017 thru June 30, 2018** for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "Parties".

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

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

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

Section 2 Regional Dog Control Services – Responsibilities of Each Municipality

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

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

Section 3 Regional Dog Control Oversight Committee

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

Section 4 Consideration

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

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

Section 5 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by the Sheriff's Office and the Oversight Committee by majority vote.

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

Section 6 Term

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

Section 7 Termination and Default

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party

shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

Section 8 Indemnification

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

Section 9 Dispute Settlement

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

Section 10 Notices

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

Franklin County Sheriff
160 Elm Street
Greenfield, MA 01301

Town of Gill
325 Main Road
Gill, MA 01354

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

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

Town of Gill
325 Main Road, Gill, MA 01354

Chris Donelan, Sheriff

Authorized Signatory

Date: _____

Date: _____

APPLICATION FOR PUBLIC GATHERING PERMIT

1) Name of Applicant/s Schuetzen Verein
Address 55 Barton Cove Road Phone 413-863-2686

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

3) Purpose of Gathering 2 CLAM BAKES, 5 CAR CRUISE events

4) Date/s of Gathering 5/21, 9/17 - BAKES, CAR CRUISE - 5/18, 6/15, 7/20, 8/17, 9/21

5) Location of Gathering Club Grounds

6) Gathering Start Time 11 AM Ends 4 PM

7) Is entertainment provided? Yes () No If yes, describe in detail the entertainment

And equipment to be used: _____

8) Number of people expected: 600 Are tickets being sold? Yes No ()

If Yes, where are they being sold? Club members

How many have been printed? 600

9) Describe sanitary facilities to be used Public men and women's bathroom and Handicap Port A Pot

10) Is food to be provided or sold? Yes No () If Yes, described the food and kitchen facilities

to be used to provide safe and sanitary storage and preparation of all foods: BAKE - Stone Pit and kitchen facilities and barbeque pit

11) Describe all buildings, tents or other structures to be used, including whether the buildings,

etc. are fire resistant, number of exits and seating capacity: PAVILION - 350 people
Tent - 250

12) Describe proposed parking site 3 Acre club grounds

How many vehicles can be parked safely? 300 What precautions will be taken to ensure vehicles

park only in designated locations? Club members and police detail

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

What are the main points of access to and from the site: BARTON COVE ROAD

13) Who will provide crowd control and security coverage: Police Detail and Club members

14) Are alcoholic beverages to be sold or furnished Yes No () If Yes, Describe Beer, wine and hard alcohol

15) Other information needed to completely describe the proposed activity and its effect on the public's health, safety and welfare: Similar events as other Bakes and CAT shows

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

PUBLIC GATHERING

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

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

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

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

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

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

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

Raymond Zuhowski Raymond Zuhowski 4/19/2017
Signature/s Printname Date

TOWN OF GILL

The Board of Selectmen, Town of Gill, received an application for a Public Gathering Permit from Turners Falls Schuetzen Verein on April 20, 2017.

A public hearing is scheduled to be held on May 16, 2017, at 6:30 PM at the Gill Town Hall.

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

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

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

Approved	()
Denied	()

Subject to the following:

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

Date: May 16, 2017

Gill Selectboard

**AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER
M.G.L c. 59 § 38H(b)**

THIS AMENDMENT TO AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Amendment") is hereby made and entered into as of _____ (the "Effective Date"), by and between the Town of Gill ("the Town") and Kearsarge Gill LLC, its successors and assigns ("Kearsarge").

WHEREAS, the Town and 978 Solar Development, LLC entered into that certain Agreement for Payment in Lieu of Taxes dated as of June 28, 2016 (the "PILOT");

WHEREAS, the Town consented to the assignment of all rights, title and interest in and to the PILOT from 978 Solar Development, LLC to Kearsarge Gill LLC as of December 12, 2016;

WHEREAS, capitalized terms used herein without definition shall have the meanings given to them in the PILOT; and

WHEREAS, the Town and Kearsarge desire to confirm certain understandings and amend certain provisions of the PILOT all as more particularly set forth in this Amendment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound agree as follows:

1. Exhibit A is deleted in its entirety and replaced with Revised Exhibit A attached hereto.
2. In the first paragraph under the heading "1. Payment in Lieu of Real and Personal Property Taxes" the word "quarterly" is deleted, to read "Each Annual Payment will be paid on a fiscal year basis in two (2) equal (or, in the Town's reasonable discretion in order to conform payments to the Board of Assessor's valuation of the Project, slightly unequal) installments";
3. In the second paragraph under the heading "1. Payment in Lieu of Real and Personal Property Taxes", "following the Town's issuance of a building permit for the Project" is deleted and replaced with "following the Commercial Operation Date of the Project"
4. This Amendment may be executed in one or more counterpart copies, each of which shall be deemed an original.
5. Except as specifically hereby amended, the PILOT, is hereby ratified and confirmed.

(Signature page to follow)

In Witness Whereof, the Town and Kearsarge have hereunto set their hands and seals, the day and year above written.

The Town

TOWN OF GILL

By its Selectboard

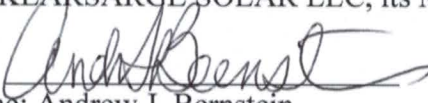
In Witness Whereof, the Town and Kearsarge have hereunto set their hands and seals, the day and year above written.

Kearsarge

KEARSARGE GILL LLC

By: KEARSARGE SOLAR LLC, its Manager

By:



Name: Andrew J. Bernstein

Title: Manager

REVISED EXHIBIT A

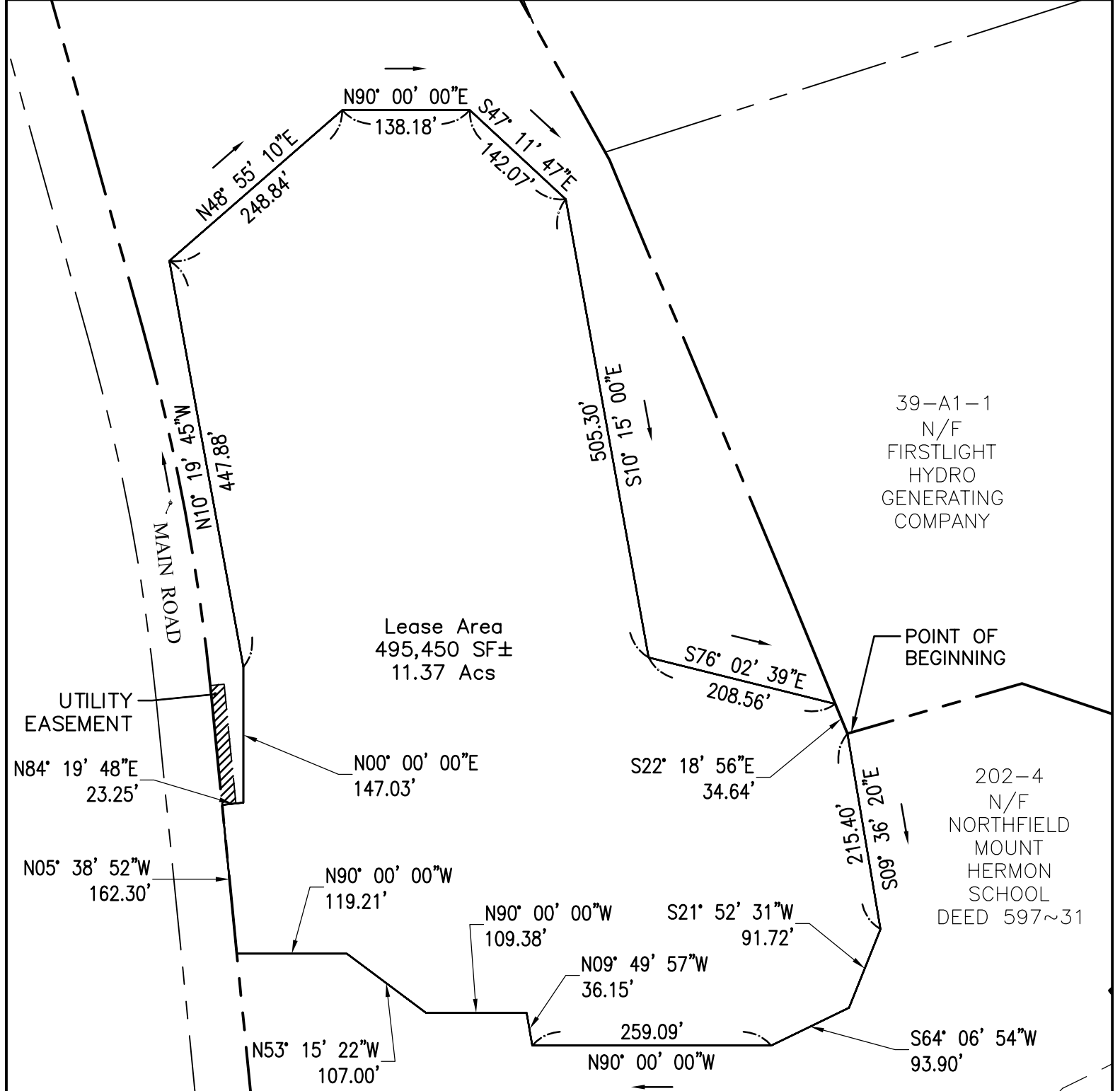
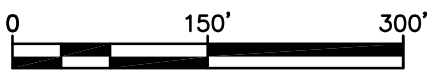
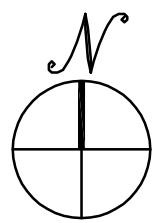


EXHIBIT A- LEASE AREA PLAN



SCALES STATED ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
8 1/2" X 11"

**586 MAIN ROAD
GILL, MA 01354**



REV	DATE	DRAWN	CHECKED	DESCRIPTION
	11/28/16	BLS	DS	TO CLIENT

BORREGO SOLAR
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
(888) 898-6273

LP-1
Lease Area Plan

**DESCRIPTION OF
Lease Area**

A Lease Area, located on the Easterly sideline of Main Road, in the Town of Gill, County of Franklin, the Commonwealth of Massachusetts, and being a portion of land N/F of Northfield Mount Hermon School (Deed Book 597 Page 31), bounded and described as follows:

Beginning at a point marked by a stone bound at the town corner of Northfield and Gill, said point being on the easterly sideline of said parcel of land referenced above also being the Southwesterly corner of land N/F of Firstlight Hydro Generating Company; thence running

- | | |
|---------------|--|
| S 09°36'20" E | a distance of 215.40 feet to a point; |
| S 21°52'31" W | a distance of 91.72 feet to a point; |
| S 64°06'54" W | a distance of 93.90 feet to a point; |
| N 90°00'00" W | a distance of 259.09 feet to a point; |
| N 09°49'57" W | a distance of 36.15 feet to a point; |
| N 90°00'00" W | a distance of 109.38 feet to a point; |
| N 53°15'22" W | a distance of 107.00 feet to a point; |
| N 90°00'00" W | a distance of 119.21 feet to a point along the easterly sideline of Main Road; thence along said sideline; |
| N 05°38'52" W | a distance of 162.30 feet to a point; thence leaving said sideline of Main Road; |
| N 84°19'48" E | a distance of 23.25 feet to a point; |
| N 00°00'00" E | a distance of 147.03 feet to a point; |
| N 10°19'45" W | a distance of 447.88 feet to a point; |
| N 48°55'10" E | a distance of 248.84 feet to a point; |
| N 90°00'00" E | a distance of 138.18 feet to a point; |
| S 47°11'47" E | a distance of 142.07 feet to a point; |
| S 10°15'00" E | a distance of 505.30 feet to a point; |

November 28, 2016

S 76°02'39" E a distance of 208.56 feet to a point;

S 22°18'56" E a distance of 34.64 feet to the Point of Beginning.

The above described Lease Area contains an area of 495,450±s.f. (11.37 acres) and is more particularly shown and described as Lease Area on a plan entitled: Exhibit A- Lease Area Plan, 586 Main Road, Gill, MA 01354, Date: November 28, 2016, Scale 1"=150', Prepared by: Borrego Solar Systems, Inc.