

TOWN OF GILL

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



www.gillmass.org

SELECTBOARD MEETING MINUTES

June 26, 2017

Called to Order: The meeting was called to order at 5:30 PM.

Members Present: John Ward, Randy Crochier, Greg Snedeker Members Absent: none

Others Present: Ray Purington, Administrative Assistant; Janet Masucci, George Brace, Conor Driscoll, Mick LaClaire, Miranda Davis

Quintus Allen Fund Request: Conor Driscoll, Principal of the Gill Elementary School, presented a request for \$6,050 from the Quintus Allen Fund to purchase 24 Chromebook computers and a storage cart. The School currently has one cart of Chromebooks which are used extensively throughout the day, but mainly by grades 4-6. This second cart would allow for more use in grades 1-3, and would give all students increased access to technology. Greg made a motion, seconded by John, to approve the request. The vote was unanimous in the affirmative. Driscoll left at 5:40 PM.

Highway – Backhoe Attachments: Highway Superintendent Mick LaClaire requested permission from the Selectboard to spend up to \$5,285 from the FY17 Highway budget to purchase a tilting coupler, ditching/grading bucket, and digging bucket for the backhoe. He explained that the future purchase of attachments was part of last year's discussion about buying the used backhoe. He has funds available in FY17's budget due to purchasing less gravel this year (from a change in the way gravel roads are graded) and as an indirect result of various leaves of absences in the Department this year (fewer staff means fewer projects means lower expenses).

The Selectboard expressed a desire to have the soon-to-be-formed Machinery Advisory Committee (MAC) review the request, and took no action. The matter will be revisited after the MAC has had a chance to weigh in, although the FY17 funds will no longer be available for the purchase.

Highway – 2009 Sterling: LaClaire reported on a conversation with the technician from Patriot Freightliner who generated the computer printout and reset the idle time shutoff when the 2009 Sterling truck was at Patriot in May. The technician explained it is normal for the truck to perform an exhaust regen every 300-1,000 miles. Any computer codes that were previously cleared by Porter's Diesel Service are gone from the memory, and would not appear on the printout produced by Patriot. Lastly, the technician stated he was not informed of any problem with exhaust fumes in the truck cab, and had he been, would have performed other tests. The technician requested the truck be brought back so that those tests could be done.

By consensus, the Selectboard approved sending the 2009 Sterling back to Patriot Freightliner for further investigation on the potential exhaust leak. LaClaire was also directed to park the truck in the garage, and not store it outdoors.

Nick Creigle, Chris Couture, Brian Smith, and Julie Kelly joined the meeting.

LaClaire stated a desire to correct misinformation, sometime second- or third-hand, given to the Selectboard which did not paint the Highway Department in a favorable light. Specifics were not given, and he was encouraged to speak with the Administrative Assistant for guidance on how to handle the situation.

Speed Bumps on Mount Hermon Road: LaClaire informed the Selectboard about a request from the Northfield Mount Hermon School to install speed bumps on Mount Hermon Road in order to slow traffic and address concerns about pedestrian safety near the new Daycare Center. The School has offered to purchase and install the speed bumps. In discussing the request, there were questions about the Town's and School's liability if the Town allowed

the School to install the speed bumps, since it is a Town road. LaClaire was directed to research the matter further and report back.

Bucket Truck: LaClaire expressed a desire to have the Selectboard reconsider its decision to not take on sole ownership of the 3-town shared bucket truck. The Selectboard declined to discuss the matter, as they were not prepared for the topic and were 15 minutes behind schedule for a 6 PM hearing on a new utility pole. LaClaire left the meeting at 6:15 PM.

Pole Hearing – 28 Mountain Road: Nick Creigle from Eversource presented a request to install a new utility pole in front of 28 Mountain Road to provide an upgraded electric service to that home. The house is owned by Chris Couture and currently has a 100 Amp service, and will be upgraded to 200 Amp. Abutters Brian Smith and Julie Kelly reviewed a map showing the proposed location for the new pole and stated they have no concerns or objections.

The Selectboard noted there are a handful of “double poles” in town, but that all still have Verizon or Comcast lines still attached to the old pole, and Eversource cannot yet take down the extra poles. Greg made a motion, seconded by John, to grant the request to install a new utility pole. The vote was unanimous in the affirmative. Creigle, Couture, Smith, and Kelly left the meeting.

Minutes: Greg made a motion, seconded by John, to approve the minutes of 6/12/17. The vote was unanimous in the affirmative.

Sewer I&I Study: Mick LaClaire, Highway Superintendent, is scheduling someone from the Mass Rural Water Association to perform camera inspections of another section of sewer lines. There is a report due to Mass DEP in December 2017 regarding steps the Town is taking to identify issues with in-flow and infiltration.

Gill Elementary Well: No progress last week. Ray will email the engineer this week with requested changes to the system schematic.

Mariamante Property/Community Solar: Nothing to report.

Annual Reports: Greg reported that he has made a lot of progress on the 2014 report and will be contacting a few departments and committees whose reports are missing for that year. Future reports will be sized for 5-1/2” x 8-1/2” paper (1/2 of a standard 8-1/2” x 11” sheet) in order to reduce printing costs.

Machinery Advisory Committee (MAC): Ray reported on a conversation with Town Counsel about appointing a Machinery Committee. Counsel recommended the committee be given a different name, to avoid any confusion or conflict with the 1994 Town Meeting vote which established a Machinery Committee. Counsel also suggested appointing members for 1-year terms rather than staggered 3-year terms. Counsel also noted that according to the MGL Ch. 268A Sect 21A, Selectboard members cannot be appointed to a committee that is under the supervision of the Selectboard, except to serve as the Selectboard’s representative to the committee.

Greg made a motion, seconded by John, to establish a 3-member Machinery Advisory Committee that will confer with department heads and assess and report on the condition of all town-owned equipment on a twice-yearly basis. When requested by the Selectboard, the Committee shall advise on assessing equipment repairs. The Committee shall advise the Capital Improvement Planning Committee (CIPC) on the repair or replacement of equipment included in the CIPC’s capital plan. During its initial meetings the Committee shall discuss and recommend to the Selectboard a definition of “equipment” to establish the scope of the Committee’s responsibilities. The vote was unanimous in the affirmative.

Greg made a motion, seconded by Randy, to appoint John Ward as the Selectboard’s representative to the MAC, and to appoint Dan Trenholm and Fred Chase II as members of the MAC, all for terms through 6/30/2018. The motion was approved by a vote of 2 in favor and 0 opposed. John abstained from the vote.

French King Bridge – Camera Access: In light of a June 21st report of an unconfirmed suicide attempt at the French King Bridge, the Selectboard discussed frustration with MassDOT’s lack of action to provide the Gill and Erving Police Departments access to the images from the surveillance cameras that were installed on the bridge months ago. Ray reported that Erving’s Town Administrator received on Saturday, June 24th the agreement between MassDOT and Erving that would allow access, but that Gill has not receive its version of the agreement. Ray will followup with MassDOT and Erving. (It was later learned that there had been no suicide attempt and the individual was located unharmed.)

GMRSD Letter: The Selectboard reviewed a letter from GMRSD Superintendent Michael Sullivan inviting civic leaders from Gill and Montague to participate in a series of discussions with District officials and School Committee members “to exchange ideas and concerns of mutual interest.” The Selectboard reviewed the suggested dates for availability and identified August 9, 10, 15, 16 and September 6 and 7 as possibilities. The sessions will be posted meetings for the Selectboard.

Sewer Abatement: The Selectboard reviewed a request for a \$47.96 sewer abatement from Chris Pelletier. It was noted that while the reason for the request was legitimate (filling a pool/spa), the request was received after the deadline (30 days from when the bill was sent). Ray explained that similar late requests have been denied in the past. John made a motion, seconded by Greg, to approve Pelletier’s request for abatement. The motion was defeated by a vote of 0 in favor and 3 opposed. Ray will communicate the reason for the denial.

Annual Appointments: The Selectboard reviewed the list of annual appointments to town boards, committees and other positions. John made a motion, seconded by Greg, to make the appointments as printed, excepting that Greg be appointed as the *Selectboard’s representative* to the Cable PEG Access Committee. The vote was unanimous in the affirmative.

Selectboard Rep to CIPC: John made a motion, seconded by Randy, to appoint Greg as the Selectboard’s representative to the Capital Improvement Planning Committee through 6/30/2020. The vote was unanimous in the affirmative.

Sergeant Redmond 25 Years: The Selectboard signed a Certificate of Recognition for Police Sergeant Christopher Redmond in honor of his 25th anniversary as an officer and/or sergeant of the Gill Police Department. Redmond’s knowledge, professionalism, and service to the community were cited as some of his many laudable qualities.

Renewal Agreement for FCCIP: Greg made a motion, seconded by John, to authorize Greg as Clerk to sign the 3-year renewal agreement with the FRCOG for building, wiring, and plumbing inspection services through the Franklin County Cooperative Inspection Program (FCCIP). The motion was approved by a vote of 2 in favor, 0 opposed. Randy recused himself from the vote, as he is employed by the FRCOG.

Cable Access Letter: Greg gave a synopsis of a Letter to the Editor that he wrote as a member of the Cable PEG Access Committee. The letter outlines the two year process of Gill negotiating a new cable license with Comcast and the Mass Broadband Institute’s process over the same period to expand broadband access in partially-served towns. The letter expresses frustration with the number of MBI towns that will be getting served by Comcast ahead of Gill, and that due to questionable data of homes served, Gill so far is not receiving any MBI-funded expansion of cable and broadband. The letter has been endorsed by the Cable Committee, and Greg asked the Selectboard to do the same. Greg made a motion, seconded by Randy, to endorse the Letter to the Editor. The vote was unanimous in the affirmative.

Miranda Davis and George Brace left the meeting at 6:55 PM

Warrant: The Selectboard reviewed and signed the FY 2017 warrant #26 and the FY 2018 warrant #1.

The meeting adjourned at 7:35 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved 07/10/2017

Greg Snedeker, Selectboard Clerk



GILL

ELEMENTARY SCHOOL

6/1/17

To Whom it May Concern,

I am writing on behalf of Gill Elementary School to request \$6050 from the Quintus Allen Fund to be used for the purchase of 24 Chromebook computers and a cart to be used by Gill Elementary students.

While we already have one Chromebook cart and a computer lab, the need for technology in classes currently exceeds our capacity. Chromebook capabilities allow students to collaborate on projects in real time, and are a low cost and low maintenance solution. The costs associated with this request are:

- 24 Chromebooks at \$200 each for \$4800.
- \$1250 for a charging cart.
- \$6050 total.

With the addition of a second Chromebook cart, all of our students would have increased access to technology, and teachers would have the ability to take full advantage of the tools that exist on Google Classroom to aid in their instruction. I hope you will consider this request.

Sincerely,

Conor Driscoll
Principal, Gill Elementary School

Purchase Order

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

To: Gill Selectboard

12-17

Date: June 19, 2017

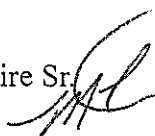
The Highway Department is requesting the Selectboard to authorize purchasing implements for the backhoe we previously had spoken about during the backhoe purchase. The implements we are requesting detach and are interchangeable for different applications. These implements allow the buckets to tilt as well as grade.

We understand that we are to dig, trench and grade the school water filtration system layout. We are urging this purchase so that we will be able to use this on that project. That project is not the only thing this will be used for, it will allow us to clean ditches better and cleaner, grading loam, culvert installations.

When we purchased the backhoe we had hoped to purchase the implements at the same time, however we did not have any remaining funds, now do to this past fiscal year of only two of us for most of the year we still have some available funds to be able to purchase this. I am asking for permission to purchase the tilting coupler, grading and digging bucket for a total quote of \$ 5,300 new from Schmidt Equipment the John Deere heavy equipment dealer. I looked into used implements and found none, I asked Doug Edson and he said anyone who has them, will not sell them, they normally sell them with the machine.

Thank You.

Mitchell LaClaire Sr.
Hwy Supt.





Main Office
 80 Southbridge Rd (Rt. 20)
 PO Box 578
 North Oxford, MA 01537
 (800) 922-8295
 fax (508) 987-3578

Quote # 7443

Tuesday, December 27, 2016

Prepared for
 GILL HIGHWAY DEPT
 MITCHELL LACLAIRE
 325 MAIN RD
 GILL, MA 01376

Quote # 7443 Prepared by
 Brian Czepiel
 mobile # : 413-315-0217
 Czepiel@SchmidtEquipment.com

Cust #	Purchase Order	Year	Make	Model	Hours	Serial Number
9165			Deere	310SJ		1T0310TJVBD209252

Attachment Pricing -- Parts Only

Qty	Description	Price Each	Ext. Price
→ 1	Wain-Roy XLS Tilting Coupler	\$2,960.00	\$2,960.00
→ 1	Wain-Roy 24" XLS coupler mounted digging bucket	\$1,065.00	\$1,065.00
→ 1	Wain-Roy 36" XLS coupler mounted ditching & grading bucket with bolt-on cutting edge	\$1,260.00	\$1,260.00
1	Wain-Roy XLS coupler mounted single point ripper	\$1,400.00	\$1,400.00
		Parts	\$6,685.00
		Labor	\$0.00
		Trucking	\$0.00
		Freight	\$0.00
		Est Sales Tax	\$0.00
		Total	\$6,685.00

\$5,285

Terms & Conditions

- Estimate is valid for 30 days. Any miscellaneous parts and labor needed to complete job will be additional.
- A Deposit is required. Payment terms must be arranged prior to ordering parts or performing service work.
- This estimate is based on what was observed by our representative in the field. In the event that we begin this job and find broken, cracked and / or worn components that could not be seen without removal of components and/or panels, we reserve the right to re-estimate any additional parts and labor. If we feel additional parts or labor are needed, the job will be held for visual inspection by the owner. The job will not resume until an agreement is made.
- For Preventative Agreements: JDLink transmits machine hours to allow Dealer to monitor maintenance requirements. The customer is responsible to communicate machine hours to dealer.
- You may be able to charge this purchase on a John Deere PowerPlan charge account. Ask your Sales Rep for details.

 Customer signature

 Date

Undercarriage Scrap disposed by:
 _____ Customer _____ Dealer

Schmidt Equipment is grateful for the opportunity to earn your business.



To the Board of Selectmen of the Town of **Gill**, MA.

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petition. When adopted, please forward to the Town Clerk for recording.

Town Clerk, please forward recorded orders to:

EVERSOURCE
New Service Dept
55 Russell St.
Hadley, MA 01035

Attn: Caplette/Fuller

NOTE: On questions pertaining to this order, please call Matthew Fuller at, 413-585-1752.

REASON FOR PETITION:

Mountain Road: To set a pole located in front of #28 Mountain Rd. approximately 18' south of the roadway centerline and approximately 1,215 east southeast of the intersection of Main Rd. and Mountain Rd.

Reason : To provide power at customer's request for house #28.

PETITION FOR POLE AND WIRE LOCATIONS

To the Board of Selectmen of the Town of Gill, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

Mountain Rd. To set a pole located in front of #28 Mountain Rd. approximately 18’ south of the roadway centerline and approximately 1,215 east southeast of the intersection of Main Rd. and Mountain Rd.

Reason – To provide power at customer’s request for house #28.

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked - **2887493**

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By _____
District Representative

Dated this June 7, 2017

ORDER FOR POLE LOCATIONS

By the Board of Selectmen of the Town of **Gill**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that EVERSOURCE be and it is hereby granted a location for and permission to construct and maintain a line of poles wires and cables together with such sustaining and protecting fixtures as said EVERSOURCE may deem necessary, in the public way hereinafter referred to as requested in petition of said EVERSOURCE dated the 7th day of June, 2017.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked- **2887493** filed with and made a part of said petition. There may be attached to said poles not to exceed 18 wires and 2 cables and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Mountain Road: To set a pole located in front of #28 Mountain Rd. approximately 18' south of the roadway centerline and approximately 1,215 east southeast of the intersection of Main Rd. and Mountain Rd.

Reason : To provide power at customer's request for house #28.

Also that permission be and thereby is granted said EVERSOURCE to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of _____ Massachusetts held on the ____th day of _____, 2017.

Clerk of Selectmen

We hereby certify that on _____ 2017, at _____ o'clock , at _____ a public hearing was held on the petition of EVERSOURCE for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

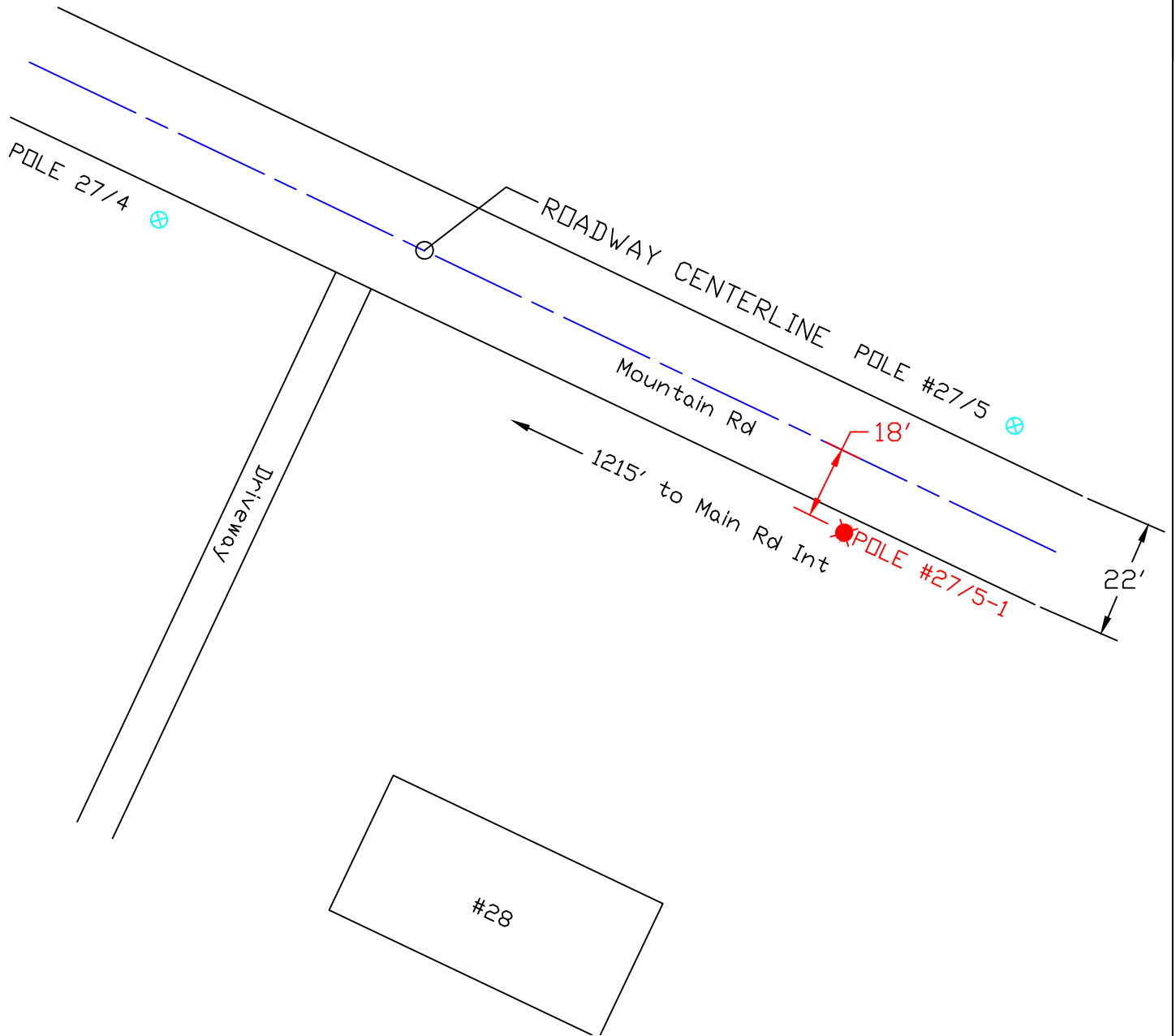
Selectmen of the Town of _____
Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of _____ Massachusetts, on the _____ day of _____ 2017, and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



PURPOSE AND DESCRIPTION:

EVERSOURCE IS REQUESTING PERMISSION TO SET A NEW, SOLEY OWNED, CROSSING POLE (27/5-1) LOCATED IN FRONT OF #28 MOUNTAIN RD. THIS POLE IS APPROXIMATELY 18' SOUTH OF THE ROADWAY CENTERLINE AND APPROXIMATELY 1,215' EAST SOUTHEAST OF THE INTERSECTION OF MAIN RD & MOUNTAIN RD. POLE WILL PROVIDE POWER AT CUSTOMERS REQUEST FOR HOUSE #28

LEGEND

- | | |
|-------------------------------------|--------------------------------|
| PROPOSED JOINT POLE | PROPOSED PAD MOUNT TRANSFORMER |
| PROPOSED W.M.E.CO. POLE | EXISTING PAD MOUNT TRANSFORMER |
| EXISTING JOINT POLE | EXISTING MANHOLE |
| EXISTING W.M.E.CO. POLE | UG EXISTING CONDUIT |
| EXISTING W.M.E.CO. POLE TO BE JOINT | UG PROPOSED CONDUIT |
| EXISTING FOREIGN POLE TO BE JOINT | ANCHOR |
| PROPOSED HANDHOLE | PROPOSED SILO |
| EXISTING HANDHOLE | EXISTING SILO |
| | HEXHOLE |

DRAWN BY
MATTHEW FULLER

W.D.#
2887493

DISTANCES ARE APPROXIMATE
NOT TO SCALE

PETITION NO.

6/26/17

Suggestion for 2017 version of Machinery Committee

Move to establish a 3-member Machinery Committee that will confer with department heads and assess and report on the condition of all town-owned equipment on a twice-yearly basis. When requested by the Selectboard, the Committee shall advise on assessing equipment repairs. The Committee shall advise the Capital Improvement Planning Committee (CIPC) on the repair or replacement of equipment included in the CIPC's capital plan. During its initial meetings the Committee shall discuss and recommend to the Selectboard a definition of "equipment" to establish the scope of the Committee's responsibilities.

Depending on advice from Town Counsel:

- A. Move to appoint John Ward, Dan Trenholm, and Fred Chase II to the Machinery Committee for terms of 1, 2, and 3 years respectively.

OR

- B. Move to appoint John Ward, Dan Trenholm, and Fred Chase II to the Machinery Committee, each for a term of 1 year.

(Should also clarify if John's appointment is by virtue of his knowledge and interest, or if he is serving as the Selectboard's representative.)



Gill-Montague Regional School District

35 Crocker Avenue
Turners Falls, MA 01376
tel 413-863-9324
fax 413-863-4560

June 21, 2017

Dear Civic Leaders,

GMRSD's school committee and I are interested in engaging in a series of discussions with you and/or members of your committees or boards to exchange ideas and concerns of mutual interest. Right now the district is undergoing the development of a new three-year strategic plan and we wish to gain feedback and perspective from stakeholders like yourselves to inform this process.

In addition, we are eager to discuss what has become regionally known among school districts as the issue of fiscal sustainability. On this topic we are interested in hearing your ideas and aspirations concerning economic development and population growth and how you see the school district fitting into these plans. Conversely we are interested in sharing ideas about potential ways to increase school funding and student enrollment. We hope to make room in our conversations for both broad ideas as well as practical realities.

At the moment, we do not yet have a finely tuned structure in mind for these discussions. We do know we would like them to be as unburdened as possible by issues of turf and Roberts Rules. Even if enough members of any one body are sufficiently present to result in a quorum and thus a posting, the school committee is flexible about whose meetings these are. We are even considering bringing in folks from the Mediation and Training Collaborative to facilitate if that feels like it will be helpful.

We are unfamiliar with your various summer meeting schedules so we would like to jump in with a few possible meeting dates:

July 18-20

August 9, 10, 15, 16, 17, 23, 24

September 6, 7

To gain a better sense of your interest in this process I would be happy to attend one of your meetings to discuss this topic in more detail. Please feel free to invite me and perhaps a member or two of the school committee to one of your upcoming meetings. Or I welcome your feedback via email.

Sincerely Yours,

Michael Sullivan, Ed.D.
Superintendent of Schools

TOWN OF GILL

MASSACHUSETTS



RECEIVED JUN 12 2017

www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 12/13/16)

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: 4/25/17 Sewer Bill #: 5100
 (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)

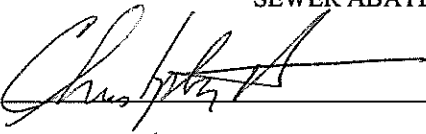
Explanation: _____

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) 0.1930 - 10% = 0.1737 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	<i>075074</i>	<i>075162</i>	<i>88</i>	<i>0.1737</i>	<i>15.29</i>
1/14/17	47423	47492	69	0.1737	11.99
2/13/17	47757	47826	69	0.1737	11.99
3/1/17	48122	48191	69	0.1737	11.99
3/28/17	48787	48856	69	0.1737	11.99
Total requested					\$ 47.96

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Signature 

Name Christopher R. Pelletieri

Account # (from bill) 5100

Address 28 A Walnut St

Gill MA 01354

Tel. 413-522-8537

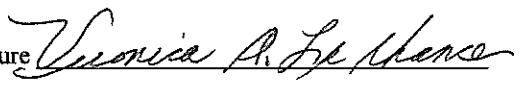
Meter location if different from above address _____

*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 6/13/2017 Abatement deadline (90 days from receipt) _____

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

Tax Collector signature 

Sewer Commission response: Approved _____ Denied _____ Date _____

Sewer Commissioners _____

Selectboard Annual Appointments - effective July 1, 2017

to be voted June 26, 2017

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Ray	Purinton	911 Coordinator		29 Atherton Road	Gill	MA	01354	one year	June 30, 2018
Lynda	Hodsdon Mayo	ADA Coordinator		114 Boyle Road	Gill	MA	01354	one year	June 30, 2018
Doreen	Stevens	Assistant Town Clerk and Election Worker		57 North Cross Road	Gill	MA	01354	one year	June 30, 2018
Mitchell	LaClaire	Assistant Tree Warden		196C Main Road	Gill	MA	01354	one year	June 30, 2018
Rick	James	Cable PEG Access Committee		100 North Cross Road	Gill	MA	01354	one year	June 30, 2018
Greg	Snedeker	Cable PEG Access Committee		26 Trenholm Way	Gill	MA	01354	one year	June 30, 2018
Charles	Garbiel	Cable PEG Access Committee		42 Hoe Shop Road	Gill	MA	01354	one year	June 30, 2018
Tom	Hodak	Cable PEG Access Committee		190 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Janet	Masucci	Cable PEG Access Committee		64A French King Highway	Gill	MA	01354	one year	June 30, 2018
Michael	Hastings	Selectboard's Representative to the Upper Pioneer Valley Veterans' Services District Advisory Board		5 Cove View Lane	Gill	MA	01354	one year	June 30, 2018
Amy	Gordon	Conservation Commission		8 Setback Lane	Gill	MA	01354	three years	June 30, 2020
Beverly	Demars	Council on Aging		34 Walnut Street	Gill	MA	01354	three years	June 30, 2020
Kathy	Augustine	Board of Registrars		124 North Cross Road	Gill	MA	01354	three years	June 30, 2020
Betsy	Burnham	Election Worker		95 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Helen	Chappell	Election Worker		14 Chappell Drive	Gill	MA	01354	one year	June 30, 2018
Steven	Connell	Election Worker		102 Center Road	Gill	MA	01354	one year	June 30, 2018
Alison	Crochier	Election Worker		22 Munns Ferry Road	Gill	MA	01354	one year	June 30, 2018
Barbara	Elliott	Election Worker		27 Franklin Road	Gill	MA	01354	one year	June 30, 2018
Edward	Golembeski	Election Worker		119 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Ellen	Hastings	Election Worker		243 Main Road	Gill	MA	01354	one year	June 30, 2018
Patricia	Hisz	Election Worker		39 Mountain Road	Gill	MA	01354	one year	June 30, 2018
Robert	Koolkin	Election Worker		6 Mountain Road	Gill	MA	01354	one year	June 30, 2018
Nancy	Krejmas	Election Worker		245 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Carole	Lafleur	Election Worker		19 Atherton Road	Gill	MA	01354	one year	June 30, 2018
Marjorie	Naida	Election Worker		131 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Eileen	Palumbo	Election Worker		30 Center Road	Gill	MA	01354	one year	June 30, 2018
Robert	Perry	Election Constable		42 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Valeria	Smith	Election Worker		351 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Gary	Stevens	Election Constable		57 North Cross Road	Gill	MA	01354	one year	June 30, 2018
Anne	Wiley	Election Worker		90 North Cross Road	Gill	MA	01354	one year	June 30, 2018
Gene	Beaubien	Emergency Management Director		196A Main Road	Gill	MA	01354	one year	June 30, 2018
Alden	Booth	Energy Resources Commission		360 Main Road	Gill	MA	01354	three years	June 30, 2020
Claire	Chang	Energy Resources Commission		4 Grove Street	Gill	MA	01354	three years	June 30, 2020
Vicky	Jenkins	Energy Resources Commission		76 River Road	Gill	MA	01354	three years	June 30, 2020
Marcus	Aucoin	Firefighter		37 Cleveland Street	Greenfield	MA	01301	one year	June 30, 2018
Gene	Beaubien	Firefighter		196A Main Road	Gill	MA	01354	one year	June 30, 2018
William	Borcy	Firefighter		45 Linden Avenue	Greenfield	MA	01301	one year	June 30, 2018

Selectboard Annual Appointments - effective July 1, 2017

to be voted June 26, 2017

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Oleg	Cobileanschi	Firefighter		24 Oak Courts	Greenfield	MA	01301	one year	June 30, 2018
Steven	Connell	Firefighter		102 Center Road	Gill	MA	01354	one year	June 30, 2018
Joshua	Day	Firefighter		22 Arnold Lane	Greenfield	MA	01301	one year	June 30, 2018
Jakob	Dubreuil	Firefighter		74 Davis Street	Turners Falls	MA	01376	one year	June 30, 2018
Jason	Edson	Firefighter		20 West Main Street	Millers Falls	MA	01349	one year	June 30, 2018
Stuart	Elliott	Firefighter		27 Franklin Road	Gill	MA	01354	one year	June 30, 2018
Andrew	Howell	Firefighter		40 Oakman Street	Turners Falls	MA	01376	one year	June 30, 2018
Kane	Kurtyka	Firefighter		305 Plain Road	Greenfield	MA	01301	one year	June 30, 2018
Mitchell	LaClaire, Sr.	Firefighter		196C Main Road	Gill	MA	01354	one year	June 30, 2018
Mark	Levasseur	Firefighter		60 Center Road	Gill	MA	01354	one year	June 30, 2018
Matthew	McCarthy	Firefighter		45 Woodard Road	Greenfield	MA	01301	one year	June 30, 2018
Scott	Nicholas	Firefighter		34 Prospect Street	Erving	MA	01344	one year	June 30, 2018
Greg	Parody	Firefighter		169 Main Road	Gill	MA	01354	one year	June 30, 2018
Tyler	Richardson	Firefighter		109 Barney Hale Road	Gill	MA	01354	one year	June 30, 2018
Cody	Scopa	Firefighter		32 Western Avenue	Greenfield	MA	01354	one year	June 30, 2018
Kenneth	Sears	Firefighter		4 Oak Street	Gill	MA	01354	one year	June 30, 2018
Paul	Sweeney, Jr.	Firefighter		46 Linden Avenue	Greenfield	MA	01301	one year	June 30, 2018
Cameron	Tucker	Firefighter		421B Main Road	Gill	MA	01354	one year	June 30, 2018
Eric	Vassar	Firefighter		294 French King Highway	Gill	MA	01354	one year	June 30, 2018
Jonathan	Vega	Firefighter		73 West Street	Greenfield	MA	01301	one year	June 30, 2018
Mitchell	Waldron	Firefighter		15 Oak Street	Gill	MA	01354	one year	June 30, 2018
Shane	Wells	Firefighter		81 Montague City Road	Greenfield	MA	01301	one year	June 30, 2018
Zachary	Lastowski	Junior Firefighter		218 Montague City Road	Turners Falls	MA	01376	one year	June 30, 2018
Kaeden	Socquet	Junior Firefighter		5 Grant Street	Greenfield	MA	01301	one year	June 30, 2018
Ray	Purington	Selectboard's Representative to the Franklin County Cooperative Inspection Program Advisory Board		Gill Town Hall	Gill	MA	01354	one year	June 30, 2018
Arthur	Cohen	Franklin County Solid Waste Management District Representative		9 Mt. Hermon Station Road	Northfield	MA	01360	one year	June 30, 2018
Ray	Purington	Alternate Designee to the Franklin Regional Transit Authority Advisory Board		325 Main Road	Gill	MA	01354	one year	June 30, 2018
Frank J.	Cutting	Fred Wells Trustee		Ben Hale Road	Gill	MA	01354	one year	June 30, 2018
David	Hastings	Gill Police Chief		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Christopher	Redmond	Gill Police Sergeant		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Jason	Bassett	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Robert	Hunter	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
William	Kimball	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Daniel	Larvey	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Todd	Mongeon	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018

Selectboard Annual Appointments - effective July 1, 2017

to be voted June 26, 2017

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Brian	Ravish	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Mark	Ruddock	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Christopher	Savinski	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Nikol	Schreiver	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2018
Doug	Edson	Hazardous Waste Coordinator		364 Main Road	Gill	MA	01354	one year	June 30, 2018
Cristin	Carpenter	Historical Commission		103 North Cross Road	Gill	MA	01354	three years	June 30, 2020
Lynda	Hodsdon Mayo	Historical Commission		114 Boyle Road	Gill	MA	01354	three years	June 30, 2020
Ivan	Ussach	Historical Commission		75 Bascom Road	Gill	MA	01354	three years	June 30, 2020
Gary	Bourbeau	Memorial Committee		91 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Merri	Bourbeau	Memorial Committee		91 West Gill Road	Gill	MA	01354	one year	June 30, 2018
Chet	Kuzontkoski	Memorial Committee		25 River Road	Gill	MA	01354	one year	June 30, 2018
Doug	Smith	Memorial Committee		39 Center Road	Gill	MA	01354	one year	June 30, 2018
Elaine	Smith	Memorial Committee		39 Center Road	Gill	MA	01354	one year	June 30, 2018
Susan	LaScala	Newsletter Editor		78 French King Highway	Gill	MA	01337	one year	June 30, 2018
Jeffrey	Blomstedt	Planning Board		78 French King Highway	Gill	MA	01354	three years	June 30, 2020
Douglas	Smith	Planning Board		39 Center Road	Gill	MA	01354	three years	June 30, 2020
Lynda	Hodsdon Mayo	Chief Records Access Officer		325 Main Road	Gill	MA	01354	one year	June 30, 2018
Ray	Purington	Records Access Officer		325 Main Road	Gill	MA	01354	one year	June 30, 2018
Gene	Beaubien	Records Access Officer		196A Main Road	Gill	MA	01354	one year	June 30, 2018
David	Hastings	Records Access Officer		196B Main Road	Gill	MA	01354	one year	June 30, 2018
Mitchell	LaClaire	Right to Know Officer		196C Main Road	Gill	MA	01354	one year	June 30, 2018
Donna	MacNicol	Town Counsel		P. O. Box 985	Greenfield	MA	01302-0085	one year	June 30, 2018
Donna	Bigelow	Town Forest Task Force		101 Hoe Shop Road	Gill	MA	01354	one year	June 30, 2018
Richard	French	Town Forest Task Force		267 Main Road	Gill	MA	01354	one year	June 30, 2018
Amy	Gordon	Town Forest Task Force		8 Setback Lane	Gill	MA	01354	one year	June 30, 2018
Chris	Polatin	Town Forest Task Force		334 Mountain Road	Gill	MA	01354	one year	June 30, 2018
Paul	Sievert	Town Forest Task Force		269 Mountain Road	Gill	MA	01354	one year	June 30, 2018
Ken	Sprankle	Town Forest Task Force		84 Boyle Road	Gill	MA	01354	one year	June 30, 2018
Tim	Storrow	Town Forest Task Force		73 River Road	Gill	MA	01354	one year	June 30, 2018
Timothy	Niejadlik	Veterans' Services Officer	Upp	294 Main Street	Greenfield	MA	01301	one year	June 30, 2018
Chet	Kuzontkoski	Veterans' Graves Officer		25 River Road	Gill	MA	01354	one year	June 30, 2018
Ray	Purington	Zoning Board of Appeals		29 Atherton Road	Gill	MA	01354	three years	June 30, 2020

CERTIFICATE OF RECOGNITION

Be It Known that the Gill Select Board hereby
Extends its Congratulations to

CHRISTOPHER J. REDMOND

It is with great pleasure that the Select Board present this citation to you in recognition of your Twenty Five Years of Exemplary Service as an Officer and Sergeant of the Gill Police Department and your many valuable contributions to Police Services in our Town.

In recognition thereof we have signed our names officially and caused the seal of the Town of Gill to be affixed this first day of July in the year Two Thousand and Seventeen.

Attest:

Lynda Hodsdon Mayo, Town Clerk

Randy P. Crochier, Chair

Gregory M. Snedeker

John R. Ward



Franklin Regional Council of Governments

To: Select Board
From: Robert Dean, Director of Regional Services *RAD*
Date: June 12, 2017
Re: Renewal Agreements for FCCIP Inspectional Services

Greetings! I am writing to make you aware of the need to renew the Franklin County Cooperative Inspection Program (FCCIP) inter-municipal agreement (IMA) for the upcoming fiscal year. The IMA is the method through which the FRCOG legally provides the Town's building, wiring, and plumbing inspection services.

The enclosed IMA lays out the way in which services are provided, the town oversight involved, and the cost assessed. None of the terms have changed in the IMA included in this mailing other than the dates involved. If you are interested in learning more about the specific support your Town receives, please feel free to contact me.

The IMA requires a signature from the Select Board Chair. Please sign both hard copies, mail them both to me, and I will send back a fully-executed copy signed by Linda Dunlavy, FRCOG Executive Director.

It is an honor to provide these important safety protections for residents in your town, and thank you for your continued support of our partnership.



Franklin Regional Council of Governments

**BUILDING, PLUMBING & GAS AND WIRING INSPECTION AND ZONING ENFORCEMENT
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

AND

THE TOWN OF GILL

This Agreement is made this ____ day of _____, 2017, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as "the FRCOG", and the **Town of GILL**, acting by and through its Selectboard, hereinafter referred to as "the Town."

WITNESSETH THAT:

WHEREAS, the Town has determined that there is a need to obtain professional Building Code and Zoning Enforcement Service, Plumbing and Gas Inspection Service, and Wiring Inspection Service so as to better protect the public within the Town; and

WHEREAS; the Town has appropriated funds to procure contracted Inspection services under the direction of its Board of Selectmen; and

WHEREAS; the FRCOG through its Franklin County Cooperative Inspection Program hereinafter referred to as "the FCCIP", is willing to provide Inspection services 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 term of this Agreement shall be three years, commencing upon execution by the Town and FRCOG. It shall renew automatically after the first term for one additional year unless amended as set forth herein in section VIII, or earlier terminated as set forth herein in Section XI.

II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing inspection and zoning enforcement services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner. The Town agrees to provide the FRCOG with on-site direction and evaluation of service as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery

of the contracted services. The FRCOG shall be responsible for supervising the training, quantity and quality of contracted services, including direct supervision of all inspectors.

III. SCOPE OF SERVICES OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing the above-described Inspection services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner. The FRCOG will render the primary services to be provided as described herein through qualified Inspectors.

- The FRCOG shall be responsible for hiring; supervising the training, quantity and quality of contracted services, including direct supervision of all FRCOG Inspectors; and providing all applicable employee benefits to the Inspectors. The FRCOG will:
- provide at a minimum the following services to the Town under the direction of the FCCIP as required and requested by the Town:
 - Act as Building Commissioner, and Local Inspector(s) as required, as delineated in 780 CMR 1.00 et seq., 521 CMR and MGL C 40A, and all other applicable laws.
 - Act as Wiring Inspector as delineated in MGL 166 SS 32, 33, 527 CMR 12.00 et seq., MGL Chapters 13, 141, 142, and 143, and 780 CMR and all other applicable laws.
 - Act as Gas and Plumbing Inspector as delineated in 248 CMR and MGL Chapters 142 and 143, and all other applicable laws.
 - Act as Zoning Enforcement agent as delineated in MGL Chapter 40A Sec. 7
- Schedule and conduct all inspections.
- Provide emergency access and backup inspectors.
- Provide office space, computers and phones for the inspectors.
- Be responsible for all personnel matters for the inspectors, including disciplining staff as warranted.
- Be responsible for legal costs that relate to the overall program.
- Provide information technology support for FCCIP staff, including maintaining web site, online permitting software, computer virus protection and back up, software purchasing and licensing, etc.

III. RESPONSIBILITIES OF THE TOWN

The Town agrees to provide the following services to the FCCIP to ensure that the FRCOG provides quality, efficient delivery of service. The Town will:

- Provide the FRCOG with feedback on the services provided as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery of the contracted services.
- Appoint a representative to the FCCIP Advisory Committee.
- Communicate any concerns about the program first to the inspector involved. If the concern is not resolved, then to the Building Commissioner, and if still a concern to the FRCOG Director of Regional Services.
- Provide prompt review of monthly reports, and prompt payment of quarterly bills.
- Provide the FCCIP with any changes to town zoning bylaws 1) as they are considered and 2) once they are implemented.

- Provide legal defense for any issues, cases, or causes of action that arise only in relation to decisions and actions taken pursuant to the Building, Wiring and Plumbing & Gas inspections and Zoning enforcement for the Town.

IV. COMPENSATION

For any services rendered under this agreement the FRCOG will receive compensation as determined by an assessment formula approved annually by the FCCIP Advisory Committee and the FRCOG during its annual budgeting process. Notification of compensation costs for the next fiscal year will be provided to the Town no later than March 1. For Fiscal Year 2018, the town shall be liable for no more than **\$7,500** for building, plumbing, and wiring inspection and zoning enforcement services. This fee is constituted as follows:

- \$4,500 for membership in the building inspection program
- \$2,250 for membership in the plumbing & gas inspection program
- \$2,250 for membership in the wiring inspection program
- \$1,500 discount for membership in all three programs

The FRCOG shall bill for the membership assessment quarterly.

All fees for permits will be collected and retained by the FRCOG.

Building, Plumbing, and Wiring permit fees of \$500 or less for town projects will be waived.

Any financial commitments of the Town as a party to this Agreement is subject to appropriation by the Town and shall not exceed the amounts so validly appropriated. The Town acknowledges that under Section XI, Termination, the town will be bound for one year of payments after a termination notice is received by the FRCOG.

V. INDEMNIFICATION AND INSURANCE

The Town shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's performance under this agreement but only to the extent and in an amount for which the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from FRCOG's performance under this agreement but only to the extent and in an amount for which the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The FRCOG and the Town shall obtain and keep in full force and effect public liability insurance in the amount of One Million (\$1,000,000) Dollars combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against any and all claims for bodily injury, \$3,000,000 aggregate, death or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

VI. 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.

VII. FINANCIAL SAFEGUARDS

FRCOG Financial Responsibilities and Safeguards under MGL c.40 s.4a:

- a. FRCOG shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- b. FRCOG shall cause to be performed regular audits of such records;
- c. FRCOG shall make provisions for officers responsible for the agreement to give appropriate performance bond ;
- d. FRCOG shall issue periodic financial statements to all FCCIP participants.

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 parties 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 either party, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the other.

XI. TERMINATION

This agreement may be terminated by either party for any reason upon one year's written notice from the date received by either party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties. If the Town terminates, the FRCOG is relieved of any and all responsibilities to the Town which would be performed after the scheduled termination date after the year has elapsed. In event of termination, the FRCOG shall no later than fifteen days after said termination date, deliver to the

Town all reports, documents, data and materials of every kind and nature which are related to FRCOG services to the Town and compensation will be made to the FRCOG 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 that 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.

XIV. NONDISCRIMINATION

The FRCOG and the Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

XV. APPLICABLE LAW

The Parties agree to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

Executive Director

Date

TOWN OF GILL SELECT BOARD

Chair

Date

For FRCOG Use Only: Contract Reviewed by Procurement <u> n/a </u> Finance: <u> </u> Grant Line # <u> n/a </u>
