# TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

#### SELECTBOARD MEETING MINUTES February 21, 2018

Called to Order: The meeting was called to order at 3:30 PM.

<u>Members Present:</u> Randy Crochier, Greg Snedeker <u>Members Absent</u>: John Ward <u>Others Present:</u> Ray Purington, Administrative Assistant; George Brace, Janet Masucci, Fred Chase II

<u>Review of Minutes:</u> Greg made a motion, seconded by Randy, to approve the minutes of 1/31/18 and 2/5/18. The vote was 2-0 in the affirmative.

<u>Machinery Advisory Committee</u>: Committee member Fred Chase II met with the Selectboard to inquire about the status of the Machinery Advisory Committee. In the time since two members did an initial inspection of Highway and Fire Department vehicles on January 24<sup>th</sup>, the full 3-member committee has been unable to schedule a meeting. The Selectboard reaffirmed the need to have the MAC meet and review what was seen during the inspection, prior to reporting to the Selectboard. Chase shared his opinion on the amount of repair expenses and vehicle maintenance that's not happening. Chase left the meeting at 3:35 PM.

Project Updates: No updates.

<u>Gill 225<sup>th</sup> Anniversary</u>: The February 18<sup>th</sup> Community Skate at Northfield Mount Hermon's rink was successful, with approximately 70 people in attendance. The gathering may become an annual event.

<u>French King Bridge Surveillance Cameras</u>: Ray presented the agreement between Gill and Erving governing the shared maintenance and operation of the traffic surveillance cameras installed last year on the French King Bridge by the MassDOT. He summarized the agreement as being a 50/50 split between the two towns on repair costs, access fees, insurance, and all other expenses. The agreement has been reviewed by the admins and police chiefs from both towns, as well as Town Counsel. The Erving Selectboard will review it at their meeting on 2/26. Greg made a motion, seconded by Randy, to authorize Randy to sign the agreement. The vote was 2-0 in the affirmative.

<u>ADA Self-Evaluation & Transition Plan</u>: The Selectboard reviewed a scope of work and professional services agreement between the Town and FRCOG for completion of an ADA Self-Evaluation and ADA Transition Plan. The cost of the work performed by the FRCOG's Planning Department will not exceed the \$15,000 awarded to the Town by the Massachusetts Office on Disability. Randy disclosed he is employed in a grant-funded position of the FRCOG's Public Health program. The Selectboard determined there is no conflict of interest for Randy to participate in the discussion of and vote on the ADA agreement. Greg made a motion, seconded by Randy, to authorize Randy to sign the ADA agreement with the FRCOG. The vote was 2-0 in the affirmative.

<u>Resignation</u>: The Selectboard received the resignation of Stuart Elliott from the Historical Commission effective February 1<sup>st</sup>. Elliott's service to the work of the Commission was noted with gratitude. Greg made a motion, seconded by Randy, to accept the resignation with regret. The vote was 2-0 in the affirmative.

George Brace left the meeting at 3:50 PM. <u>Warrant:</u> The Selectboard reviewed and signed the FY 2018 warrant #18. The meeting adjourned at 4:05 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved on 03/19/2018

Greg Snedeker, Selectboard Clerk

### Agreement between

## the Town of Erving and the Town of Gill

## for Maintenance & Operation of Traffic Surveillance Cameras at the French King Bridge

THIS AGREEMENT is entered into by and between the Town of Erving and the Town of Gill, collectively referred to as the "Towns."

WHEREAS, the Town of Erving and the Massachusetts Department of Transportation have entered into an Equipment Agreement for the installation, operation, ownership, and future maintenance of a two-camera traffic surveillance system on the Mohawk Trail (Route 2) at the French King Bridge over the Connecticut River in the Town of Erving (on the easterly side of the Connecticut River) and the Town of Gill (on the westerly side of the Connecticut River);

WHEREAS, pursuant to M.G.L. Ch. 40 Sec. 4A the Towns desire to enter into an Agreement for the shared operation and maintenance of the camera system and camera views, including the associated costs thereof;

WHEREAS, each of the Towns pursuant to M.G.L. Ch. 40, Sec. 4A has obtained authorization to enter into this Agreement by vote of its Selectboard,

NOW, THEREFORE, the Towns, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

## <u>1. TERM</u>

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

## 2. EQUIPMENT

The equipment covered by this Agreement are two traffic surveillance cameras and related appurtenances (the "Cameras") installed at the French King Bridge, and as more specifically described in the Equipment Agreement between the Massachusetts Department of Transportation and the Town of Erving dated August 17, 2017.

## 3. MUNICIPAL REPRESENTATIVES

The Erving Administrative Coordinator, the Gill Administrative Assistant, and the Police Chiefs of both Towns, collectively referred to as the "Municipal Representatives," shall carry out the duties of this Agreement and provide any necessary consent or vote required by this Agreement. In the event the Municipal Representatives are unable to agree, the decision shall be made jointly by the Selectboards of the Towns.

## 4. COSTS AND CHARGES

The costs of operating, maintaining and using the Cameras covered by this Agreement shall be paid equally by the Towns. Charges shall be reasonable and may include costs of maintenance and repair, insurance, data services contract, and minor incidentals. Joint approval by the Municipal Representatives is required prior to spending money or incurring a financial obligation.

Each Town shall invoice the other for half the expenses paid or to be paid by the invoicing Town. Invoices shall be due and payable within 30 days of receipt. Appropriation for said costs and charges shall be subject to town meeting ratification.

The Municipal Representatives shall consult annually prior to March 31<sup>st</sup> to develop an estimate of shared costs for the forthcoming fiscal year.

### 5. REPAIRS AND MAINTENANCE ACCOUNT

Each Town will set aside \$500.00 in its annual budget for repairs and maintenance of the Cameras and shall, at the beginning of the fiscal year, forward the money to the Town of Erving, which shall deposit the money in an account whose specific purpose is repairs and maintenance of the Cameras. Removal of the Cameras, if it is a responsibility of either Town, shall be a valid use of this account. Expenses to be paid from the account shall be a joint decision of the Municipal Representatives.

Upon conclusion of this Agreement or disposal of the Cameras, any balance remaining in the repair and maintenance account shall be divided equally among the Towns. Upon conclusion of this Agreement, if the Massachusetts Department of Transportation does not assume responsibility for operation of the Cameras, the Town of Erving will declare the Cameras as surplus equipment. Any proceeds or benefits from the sale or disposal of the Cameras shall be divided equally between the Towns.

#### 6. ACCESS TO CAMERA IMAGES AND DATA

The Town of Erving shall at all times while this Agreement is in effect provide to the Town of Gill access to the images and data gathered by the Cameras and stored by the data services. Such access shall include accounts and passwords as necessary for successful use of the Cameras.

#### 7. INDEMNIFICATION

The Town of Erving shall indemnify the Town of Gill 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 of Erving's performance under this agreement but only to the extent and in an amount for which the Town of Erving would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

The Town of Gill shall indemnify the Town of Erving 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 Town of Gill's performance under this agreement but only to the extent and in an amount for which the Town of Gill would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. C. 258.

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

## 8. INSURANCE

Each 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 Town 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.

The Cameras shall at all times this Agreement is in effect be adequately insured for theft, damage, and all other liability. Cost of this insurance shall be divided equally among the Towns. The Town of Erving shall be responsible for securing insurance of the Cameras, and the Town of Gill shall be named as an Additional Insured. Limits of such coverage shall be in an amount mutually acceptable to the Towns.

## 9. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Towns. 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 any Town shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either Town. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

## 10. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed with the same authorization as was required to enter the Agreement, and complies with the provisions of this Agreement and all other regulations and requirements of law.

## 11. FORCE MAJEURE

Neither Town 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 Town whose performance is affected notifies the other promptly of the existence and nature of such delay.

## 12. ASSIGNABILITY

The Town of Erving shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town of Gill.

The Town of Gill shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town of Erving.

### 13. TERMINATION

This Agreement may be terminated by either Town for any reason upon at least one year's written notice, provided the terminating Town has first obtained the same authorization as was required to enter the Agreement. Such notice shall be signed by authorized officials of the Towns. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Towns shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

Upon the effective date of such termination, the withdrawing Town shall no longer have access to the Cameras. Upon the effective date of such termination, the remaining Town, at its sole discretion, may assume responsibility for the ownership, operation, and maintenance of the Cameras, subject to the provision of the Equipment Agreement between the Massachusetts Department of Transportation and the Town of Erving dated August 17, 2017.

## 14. 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, so long as the Agreement continues to reflect the intention of the Towns.

#### 15. CONFLICT OF INTEREST

No officer, employee, agent, or member of the governing bodies of the Towns 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 Towns 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.

#### 16. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the

Commonwealth of Massachusetts.

#### <u>17.</u> NOTICES

Any notice permitted or required hereunder to be given or served on the Towns shall be in writing signed in the name of or on behalf of the Town giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail via the United States Postal Service as set forth below:

| Town of Erving                          | Town of Gill                            |
|---|---|
| Bryan Smith, Administrative Coordinator | Ray Purington, Administrative Assistant |
| 12 East Main Street                     | 325 Main Road                           |
| Erving, MA 01344                        | Gill, MA 01354                          |

IN WITNESS WHEREOF, the Towns have executed this AGREEMENT as of the second date written below.

Jacob A. Smith Selectboard Chair Town of Erving Date

Randy Crochier Selectboard Chair Town of Gill Date

## **Attachment A: SCOPE OF WORK**

## Town of Gill Franklin Regional Council of Governments (FRCOG)

# Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan for Gill, MA

## Background

This project will assist the Town of Gill in completing an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan by June 30, 2018. The Self-Evaluation will assess the current level of ADA compliance in the Town's programs, services, activities, and Town-owned facilities. The Transition Plan will catalog identified issues and provide potential solutions to resolving issues in order to move the Town towards compliance with its obligations under Title II of the ADA.

## **Project Description**

## Task 1: Assist the Town of Gill in Completing a Self-Evaluation

The Self-Evaluation will be performed using the New England ADA Center's ADA Self-Evaluation Checklists (<u>https://www.adaactionguide.org/resources#self-evaluationforms</u>). The Town of Gill has compiled a list of all departments, programs, and Town-owned buildings and infrastructure to be evaluated as listed in Appendix A. The FRCOG Staff will provide technical assistance to Town Staff as they conduct portions of the Self-Evaluation checklists as identified below for Town programs, services, and activities (Tasks 1a-1d).

<u>FRCOG Budget</u>: 10 hours staff time @ \$70.00 per hour = \$700.00 <u>Products:</u> Town Staff Orientation and technical assistance

## Task 1a. General Nondiscrimination

The Town of Gill staff will use the General Nondiscrimination form to evaluate its Departments and Programs.

Products: Completed General Nondiscrimination form.

## Task 1b. Effective Communication

The Town of Gill will use the Effective Communication form to evaluate its Departments and Programs.

Products: Completed Effective Communication form.

## Task 1c. Web Accessibility

The FRCOG staff will use the Web Accessibility form to assist the Town of Gill in evaluating policies and procedures concerning the Town's website accessibility.

<u>FRCOG Budget</u>: 10 hours staff time @ \$70.00 per hour = \$700.00 <u>Products</u>: Completed Web Accessibility form.

## Task 1d. Administrative Requirements

The FRCOG staff will assist the Town of Gill as needed to complete the Administrative Requirements form.

<u>FRCOG Budget</u>: 10 hours staff time @ \$70.00 per hour = \$700.00 <u>Products</u>: Completed Administrative Requirements form.

## Task 1e. ADA Standards for Accessible Design Checklist

The FRCOG staff will survey the facilities in which services, programs, and activities operate. This will include recreation areas, publically accessible Town-owned buildings, sidewalks, and municipal parking lots. See Appendix A for a list of facilities to be assessed. This survey will be completed using the ADA Standards for Assessible Design Checklist (<u>https://www.adachecklist.org/</u>).

<u>FRCOG Budget</u>: 70 hours staff time @ \$70.00 per hour = \$4,900.00 <u>Products</u>: Completed ADA Standards for Accessible Design Checklist for all public facilities in Gill.

## Task 1f. Program Accessibility

With Town staff assistance, the FRCOG staff will assess the accessibility of each of Gill's programs. For programs, services, and activities that are not in accessible facilities, FRCOG and Town staff will use the Program Accessibility form to determine whether structural or non-structural changes can be provided to ensure program accessibility.

<u>FRCOG Budget</u>: 25 hours staff time @ \$70.00 per hour = \$1,750.00 <u>Products</u>: Completed Program Accessibility form.

## Task 1g. Self-Evaluation Summary Report

FRCOG Staff will quality-check, compile, and summarize the findings from Tasks 1a-1f in a Self-Evaluation Report.

<u>FRCOG Budget</u>: 15 hours staff time @ \$70.00 per hour = \$1,050.00 <u>Products</u>: Completed ADA Self-Evaluation

## Task 2: Develop an ADA Transition Plan

The FRCOG will use the results of the completed Self-Evaluation in Task 1 to develop an ADA Transition Plan for Town of Gill. The Transition Plan will list the structural and procedural changes that need to be made to remove barriers to public access per Title II of the American Disabilities Act (ADA). The Transition Plan will note the access issues, potential solutions, target dates and staff responsible for ensuring implementation. The issues will be prioritized and will distinguish between the levels of investment required to implement.

<u>FRCOG Budget</u>: 55 hours staff time @ \$70.00 per hour = \$3,850.00 <u>Products</u>: Completed ADA Transition Plan

## Task 3: Public Participation

The FRCOG Staff will assist the Town of Gill with a public information meeting to review results of the ADA Self-Evaluation and the recommendations of the Transition Plan.

<u>FRCOG Budget</u>: 5 hours staff time @ \$70.00 per hour = \$350.00 <u>Products</u>: Public information session

## Task 4: Administration and Project Reporting and Billing

FRCOG will provide a final project report and billing to the Town of Gill at the end of the contract period. The report will contain a summary of all work completed with a project invoice itemizing spending, including direct costs such as travel and printing.

<u>FRCOG Budget</u>: 10 hours staff time @ \$70.00 per hour + \$300.00 <u>direct costs</u> = \$1,000.00 <u>Products</u>:

- Five (5) hard copies of the Self-Evaluation Report and Transition Plan
- Digital copy of the Self-Evaluation Report and Transition Plan (in Adobe Acrobat PDF and Microsoft Word version).
- Summary project report and invoice

# **Budget Summary**

| Gill ADA Self-Evaluation and         | Hours | Hourly Rate   | Total      |
|--------------------------------------|-------|---------------|------------|
| Transition Plan                      |       | (w/ overhead) |            |
| Task 1: Self-Evaluation              | 140   | \$70.00       | \$9,800.00 |
| Task 2: Transition Plan              | 55    | \$70.00       | \$3,850.00 |
| Task 3: Public Participation         | 5     | \$70.00       | \$350.00   |
| Task 4: Administration and Reporting | 10    | \$70.00       | \$700.00   |
| Direct Costs                         |       |               | \$300.00   |
| Total                                |       |               | \$15,000   |

# Appendix A: List of Departments, Programs, Infrastructure, and Buildings to Be Assessed in Self-Evaluation

Appendix A: List of Departments, Programs, Infrastructure, and Buildings to Be Assessed in Self-Evaluation

#### Town of Gill Departments and Programs

Fire Department Highway Department Police Department Public Library Public Records Town Collector & Treasurer Town Clerk Recreation Cutural Council Memorial Day Program

#### Town of Gill Buildings

Town Hall Slate Memorial Library Gill Elementary School Public Safety Complex Riverside Municipal Building

#### Town of Gill Parks and Recreational Spaces

Elementary School Playground Riverside Recreational Fields Town Forest Nature area behind Elementary School



#### PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN

#### THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

AND

THE TOWN of GILL

#### FOR

#### ADA Self-Evaluation and ADA Transition Plan

This Agreement is made this 21<sup>st</sup> day of February, 2018, 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, phone number 413-774-3167); and the **Town of Gill** (Gill Town Hall, 325 Main Road, Gill MA 01354, 413-863-9347).

WITNESSETH THAT:

WHEREAS, **Town of Gill** has determined that there is a need to obtain professional assistance to complete an ADA Self Evaluation and ADA Transition Plan; and

WHEREAS; **Town of Gill** has received grant funding from the Massachusetts Office on Disability to procure contracted planning services; and

WHEREAS; the FRCOG through its Planning Department is willing and able to provide technical assistance to the **Town of Gill**:

NOW, THEREFORE, in consideration of the foregoing, which are hereby incorporated into and 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 of Gill** agree that the FRCOG, acting by and through the Planning Department will provide all agreed upon services in a professional and timely manner during the period <u>2/21/2018</u> through <u>6/30/2018</u> (hereinafter referred to as the period of the contract). FRCOG will perform all of the contracted services in the shortest time frame consistent with high performance.

#### **II. ENGAGEMENT OF THE FRCOG**

The **Town of Gill** hereby engages the FRCOG, acting by and through the Planning Department, for the purposes of providing technical assistance. The FRCOG, and its agents, hereby agree to act in a professional and timely manner, in the best interest of the **Town of Gill**, and in conformity with all applicable federal, state, and local laws, rules and regulations.

The FRCOG will render the primary services to be provided as described herein through qualified Planning staff.

#### **III. SCOPE OF SERVICES**

The FRCOG will provide services to the **Town of Gill** under the direction of the Director of Planning and Development and Senior Transportation/Land Use Planner as detailed in the Scope of Work which is Attachment A.

#### **IV. COMPENSATION**

The **Town of Gill** and FRCOG hereby agree that with respect to services rendered under this Agreement, the FRCOG may receive compensation that shall not exceed <u>fifteen thousand dollars (\$15,000)</u> during the contract period, based upon the budget contained in Attachment A.

FRCOG will provide a project summary report and invoice to the **Town of Gill** at the end of the contract period. This report will contain a summary of all work completed during the reporting period. The project invoice will list the spending for the period of the contract as specified in the Budget.

#### **V. INDEMNIFICATION AND INSURANCE**

The **Town of Gill** 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 the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the **Town of Gill** 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 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 Parties shall each 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, 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 of Gill** 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. 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.

#### VIII. FORCE MAJEURE

Neither the **Town of Gill** 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.

#### **IX. 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 of Gill**. 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.

#### **X. 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 of Gill** all reports, documents, data and materials of every kind and nature which are related to FRCOG's services to the **Town of Gill** and compensation will be made for time spent up until the date of termination.

#### **XI. CONFLICT OF INTEREST**

No officer, employee, agent, or member of the governing bodies of the FRCOG and **Town of Gill** 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 of Gill** 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.

#### **XII. 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 of Gill** 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

Executive Director Linda L. Dunlavy

For the Town of Gill

Authorized signature

Printed Name / Title

Randy Crochier Chairman, Board of Selectmen Town of Gill 325 Main Road Gill, MA 01354

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities. If you would like accessibility or language accommodation, please contact the Title VI Coordinator at 413-774-3167 (voice) (MA Relay System:800-439-2370), 413-774-3169 (fax), or civilrights@frcog.org (e-mail).

| For FRCOG Use Only                |          |              |
|-----------------------------------|----------|--------------|
| Contract Reviewed by Procurement: | Finance: | Grant Line # |
| Initial                           | Initial  |              |

Date

Date

Rec'd 2/8/18

•

Stuart Elliott 27 Franklin Road Gill, MA 01354

1 February 2018

Board of Selectmen Town of Gill 325 Main Road Gill, MA 01354

Dear Selectmen,

Please accept my resignation as a member of the Gill Historical Commission. It has been an honor to serve the Town of Gill in this capacity, but monthly meetings often occur at a time when I have athletic contests or practices. I am certain that this vacancy will soon be filled by another qualified citizen.

Thank you for your consideration.

Sincerely, Stuart Elliott