

# TOWN OF GILL

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



[www.gillmass.org](http://www.gillmass.org)

## SELECTBOARD MEETING MINUTES

*June 25, 2018*

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

Members Present: John Ward and Greg Snedeker    Members Absent: Randy Crochier

Others Present: Ray Purington, Administrative Assistant; George Brace, Janet Masucci, Mick LaClaire, Chris Redmond, Jason Bassett, Alex Wiltz, and Claire Chang

Part-Time Police Officers: Police Chief Chris Redmond met with the Selectboard to request Alex Wiltz and James Loynd be appointed as part-time police officers for the Town. Alex Wiltz was introduced to the Selectboard. John made a motion, seconded by Greg, to appoint Wiltz and Loynd as part-time police officers through June 30, 2019, contingent upon receipt of satisfactory results from a recent medical examination. The motion was approved on a vote of 2 in favor, 0 opposed. Redmond, Bassett, and Wiltz left the meeting at 5:37 PM.

Backhoe Implements: Highway Superintendent Mick LaClaire presented a request to purchase a Wain-Roy tilting coupler, 24" digging bucket, and 36" ditching/grading bucket for the backhoe. Schmidt Equipment supplied the lowest quotation at a total cost of \$5,910. No used equipment could be found from area dealers. He explained the attachments would be especially useful for cleaning under guardrails and digging holes for catch basins. John reported the Machinery Advisory Committee reviewed the request, agrees the implements would be useful, and has no negative response to the request. LaClaire noted the purchase will require a fund transfer of \$1,395 from the FY18 Snow & Ice budget to the Highway Department budget. John made a motion, seconded by Greg, to authorize the purchase from Schmidt Equipment. The motion was approved on a vote of 2 in favor, 0 opposed.

Chapter 90 Project for South Cross Road: LaClaire explained a proposed resurfacing project for the entire 1.1 miles of South Cross Road, to be paid for with Chapter 90 funds. The road's current base is very inconsistent and the thickness of the pavement varies. He plans to grind the road to create a consistent base, and then apply a new 3-inch base layer of blacktop. A later project will complete the road with a 1 ½ inch top coat. Guardrails will be replaced as part of this year's work. The project will use \$140,000 of the Town's \$300,000 balance in the Chapter 90 account.

LaClaire answered questions about potential problems with the height of mailboxes after adding 3 inches of blacktop. He does not expect there to be much of an issue, as there will be settling and compaction during the grinding process. The new pavement is expected to last 10 years, whereas oil and stone roads generally only last for 5 years. John made a motion, seconded by Greg, to authorize the project. The motion was approved on a vote of 2 in favor, 0 opposed.

Roads Scholar Designation: The Selectboard congratulated LaClaire on his recent designation as a "Roads Scholar" by the Baystate Roads Scholar Program. LaClaire commented on the excellent content of the Program's classes, and the value of interacting with other highway superintendents at the classes.

Highway Department Vacancy: LaClaire and Ray will meet soon to finalize the job description and advertisement for the vacant Truck Driver/Laborer position. LaClaire left the meeting at 5:58 PM.

Timmie Smith, Peter Turban, Sandy Brown, and Tupper Brown (all members of the Finance Committee) joined the meeting at 6:00 PM. Finance Committee Chair Claire Chang called the Finance Committee meeting to order at 6:00 PM.

Review of Minutes: John made a motion, seconded by Greg, to approve the minutes of 3/15/18, 4/19/18, 5/10/18, 5/31/18, and 6/4/18. The motion was approved on a vote of 2 in favor, 0 opposed.

Peter made a motion, seconded by Tupper, to adopt the Selectboard minutes of 3/15/18, 4/19/18, 5/10/18, 5/31/18, and 6/4/18 in lieu of separate Finance Committee minutes for the same dates. The motion was approved on a vote of 5 in favor, 0 opposed.

FY18 Year End Budget Transfers: Ray presented two requests for year-end transfers within the FY18 budget: \$855.67 from Property Insurance to Personal Insurance, and \$1,395 from Snow & Ice to the Highway Department. The insurance transfer is needed to cover a shortfall created by a mid-year retirement and replacement hire within the Police Department. The transfer to the Highway Department is to cover a portion of the cost of the just-approved purchase of implements for the backhoe.

For the Finance Committee, Tupper made a motion, seconded by Sandy, to approve the transfers as requested. The motion was approved on a vote of 5 in favor, 0 opposed. For the Selectboard, John made a motion, seconded by Greg, to approve the transfers as requested. The motion was approved on a vote of 2 in favor, 0 opposed.

There were congratulations all around on successfully completing another year's budget and Town Meeting. Timmie made a motion, seconded by Tupper, to adjourn the Finance Committee meeting. The motion was approved on a vote of 5 in favor, 0 opposed. The Finance Committee adjourned at 6:16 PM. Smith, Turban, T. Brown, S. Brown, and Chang left the meeting at 6:18 PM.

Review of Minutes: John made a motion, seconded by Greg, to approve the minutes of 6/11/18. The motion was approved on a vote of 2 in favor, 0 opposed.

Project Updates: Nothing to report.

Gill 225<sup>th</sup> Anniversary: The Committee's next meeting is June 28<sup>th</sup> at 6:00 PM.

Appointments: John made a motion, seconded by Greg, to appoint Colleen Lilly as an Election Worker through 6/30/2019. The motion was approved on a vote of 2 in favor, 0 opposed. John made a motion, seconded by Greg, to appoint Steve Baskowski and Phil Gilfeather-Girton to the Town Forest Task Force through 6/30/2019. The motion was approved on a vote of 2 in favor, 0 opposed.

A list of annual appointments and reappointments for FY19 was reviewed. John made a motion, seconded by Greg, to approve the appointments for FY19 as listed. The motion was approved on a vote of 2 in favor, 0 opposed.

Resignation: The Selectboard received Lynda Hodsdon Mayo's letter of resignation from the Gill Historical Commission effective 6/12/18, and voted to accept the letter with regret. A letter will be sent to Hodsdon Mayo thanking her for all her service to the Historical Commission.

FRCOG Town Accounting Program Contract Renewal: John made a motion, seconded by Greg, to sign the 3-year renewal contracts with the FRCOG for Town Accountant services. The motion was approved on a vote of 2 in favor, 0 opposed.

Cyber Liability Insurance: Ray reported the Town's insurance provider, MIIA, will include cyber liability protection of up to \$1,000,000 in the FY19 policy at no additional cost.

Computer Purchase Orders: Ray requested permission to replace two desktop computers at a cost not to exceed \$800 each and to purchase two licenses for Microsoft Office 2013 at a cost not to exceed \$200 each. The request was approved by consensus.

DEP Correspondence to Cemetery Commission: The Selectboard received a copy of a letter from the Mass DEP to the Gill Cemetery Commission stating no objections to plans to use land abutting the Riverside Cemetery for a green cemetery. The letter is informational only, and no action was required on the part of the Selectboard.

George Brace left the meeting at 6:30 PM.

Warrant: The Selectboard reviewed and signed the FY 2018 warrant #27 and the FY 2019 warrant #1.

The meeting adjourned at 6:55 PM.

*Minutes respectfully submitted by Ray Purington, Administrative Assistant.*

*Signed copy on file. Approved on 07/09/2018*

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John Ward, Selectboard Clerk

# Gill Police Department

*Christopher J. Redmond*  
Chief of Police  
196B Main Rd  
Gill MA 01354

Emergency 911  
Fax (413) 863-0157  
Station (413) 863-9398  
Email [chief@gillmass.org](mailto:chief@gillmass.org)  
[www.facebook.com/GillPolice](http://www.facebook.com/GillPolice)

**June 18, 2018**

**Honorable Selectboard;**

I am requesting the following two people be appointed as Special Police Officers for the Town of Gill.

**Alex D. Wiltz**

**James A. Loynd**

Both candidates have prior police experience and have shown a desire to serve with the Gill Police Department. Both are willing to come introduce themselves to the selectboard if so requested. These appointments will be filling vacancies due to resignations.

Thank you for your attention to this matter.

**Respectfully Submitted;**



Chief Christopher J. Redmond

To: Machinery Committee

Selectboard

From: Highway Dept.

The highway dept would like to request a purchase of backhoe implements that were talked about when we purchased the backhoe. The implements we spoke about were to be purchased at a later date, and now that we have two years behind us and available funds now we would like to purchase them.

I would like to explain what the implements are and why they are needed. What we are looking for is the ability to change the backhoe buckets using a quick connect system. Most highway departments and contractors have them on their equipment, saving time and injuries when changing the units out. The implements we are looking for is a twisting wrist that will allow us to turn the buckets at an angle thus allowing the operator to perform slope excavations and tapered trenches. This is very useful for any type of excavation especially laying pipe and installing catch basins. This is also used for the ability to clean under guardrails, and installing waterways. The other pieces are grading bucket which is used for grading and cleaning out waterways and ditches. It is wider than the digging bucket which has teeth and the grading bucket only has an edge not teeth. The grading bucket also has holes in it so the water can drain out.

I am asking at this time for a purchase approval for these implements, using some remaining Snow & Ice money from this year. I have an accurate quote for new implements from Schmidt Equipment for \$5,910 I have looked for used implements and have found none at this time that will fit our machine. I asked Doug Edson if he knew of any, and he said you don't normally find any used because if people have them they don't get rid of them unless they sell a machine and at that point they go with it.

Please consider our request, we really could use them as we speak.

Thank you.

  
Mick LaClaire Sr.



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

**Quote # 8759**

Friday, June 01, 2018

Prepared for  
 GILL HIGHWAY DEPT (# 9165)  
 MITCHELL LACLAIRE  
 325 MAIN RD  
 GILL, MA 01376

**Quote # 8759 Prepared by**  
 Brian Czepiel  
 mobile # : 413-315-0217  
 BrianCzepiel@SchmidtEquipment.com

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

**Attachment Pricing**

Qty	Description	Price Each	Ext. Price
1	Wain-Roy XLS Tilting Coupler	\$3,400.00	\$3,400.00
1	Wain-Roy 24" XLS coupler mounted digging bucket	\$1,150.00	\$1,150.00
1	Wain-Roy 36" XLS coupler mounted ditching & grading bucket with bolt-on cutting edge	\$1,360.00	\$1,360.00
1	Wain-Roy XLS coupler mounted single point ripper	\$1,500.00	\$1,500.00
		Parts	\$7,410.00
		Labor	\$0.00
		Trucking	\$0.00
		Freight	\$0.00
		Est Sales Tax	\$0.00
		Total	\$7,410.00

**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

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

**STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST**

updated 12/17

\*2 Original Signed Project Request Forms are to be submitted.

CONTRACT # \_\_\_\_\_

PROGRAM TYPE: Chapter 90  Muni Bridge  Complete Streets  Other

Project Name: South Cross Road

Primary Road: \_\_\_\_\_

Local Road: X

Bridge #: \_\_\_\_\_

City/Town: Gill

Location(s) South Cross Road

Length: 5808 feet Width: 22 feet

**PROJECT TYPE**

Construction:  Resurfacing:  Engineering:  Equipment:

Other: \_\_\_\_\_

**TYPICAL SECTION DETAILS:** Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	<u>1.5 inch paved</u>
Base Course:	<u>3 inch paved</u>
Foundation:	<u>gravel</u>
Shoulders/Sidewalks:	<u>gravel</u>

**SCOPE OF WORK:**

Reclaim, re-pave, shoulder work, guardrails.

**WORK TO BE DONE:**

Force Account:  Advertised Contract:  Other: \_\_\_\_\_

Estimated Cost (Please attach estimate and list funding source(s)): \$ 140,000

\*\*These funds will pay 100% of Local Road Project costs to the limit of this assignment\*\*

**CERTIFICATION**

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	_____
Signed:	_____
State Aid Engineer	Date
Road Classification Verified:	_____
Approved for \$ _____ @ 100%	_____
District Highway Director	Date

Signed:	<u>Mitchell LaClair Sr.</u>	_____
Highway Official's Title	<u> Hwy Supt </u>	<u> 5/25/18 </u>
Date		
Signed:	<u>Harvey R. Moore</u>	_____
Accounting Official's Title	<u> Town accountant </u>	<u> 5/25/18 </u>
Date		
Date	Duly Authorized Municipal Officials	









**STATE AID REIMBURSABLE PROGRAM – ENVIRONMENTAL PUNCH LIST**

**Chapter 90 Program**

Contract #: \_\_\_\_\_

Project Name: South Cross Road

City/Town: GILL, MA

MassDOT Highway District # \_\_\_\_\_

**Proposed Work:**

Construction X Resurfacing \_\_\_\_\_ Improvement \_\_\_\_\_ Engineering \_\_\_\_\_ Other \_\_\_\_\_

**NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.**

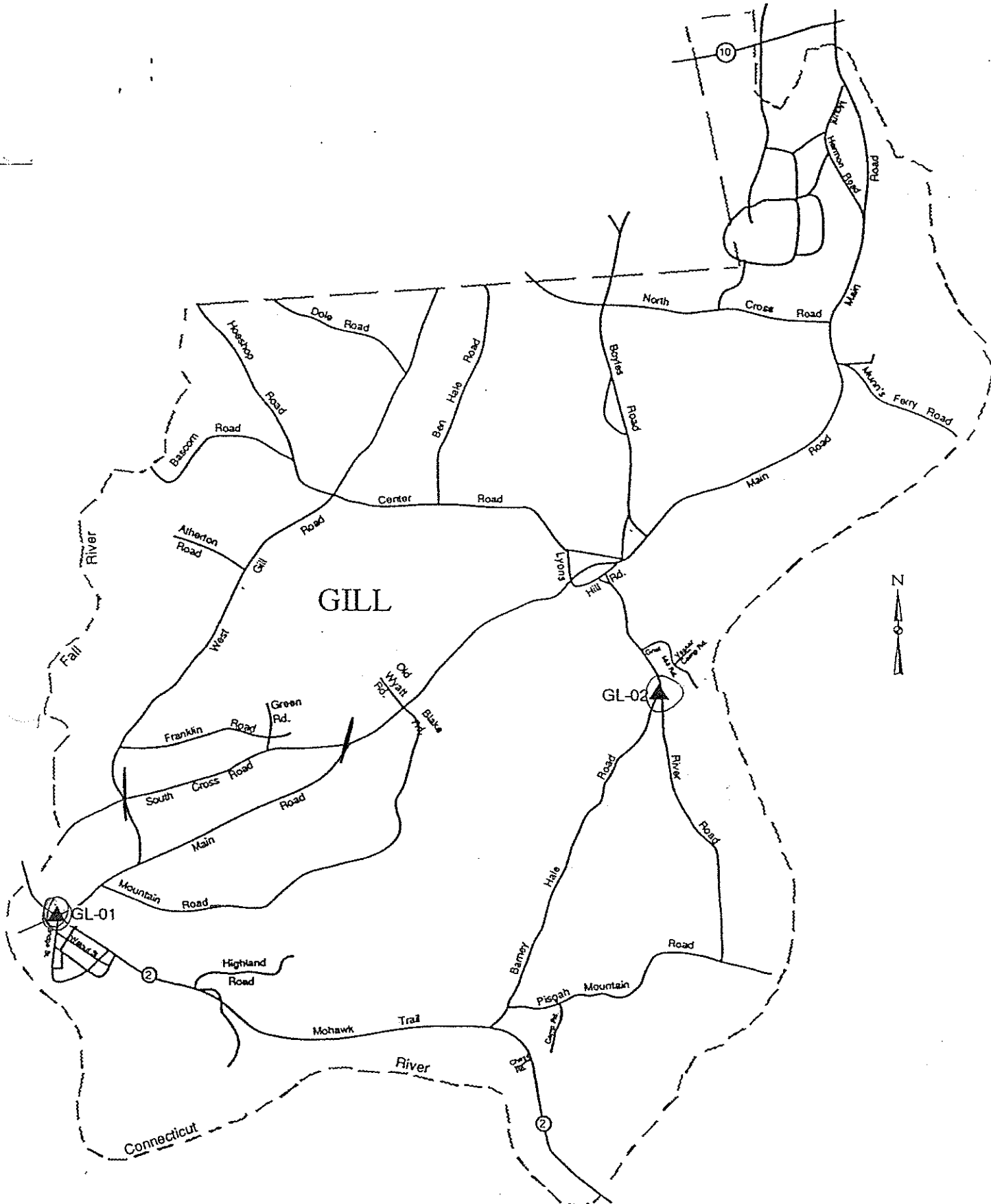
- |  |                       |
|--|-----------------------|
| 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more?   | Yes _____ No <u>X</u> |
| 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement?  | Yes _____ No <u>X</u> |
| 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required?  | Yes _____ No <u>X</u> |
| 4. Will more than 300 ft. of stone wall be removed or altered?   | Yes _____ No <u>X</u> |
| 5. Will the project involve construction of a parking lot with capacity of 50 cars or more?  | Yes _____ No <u>X</u> |
| 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?<br>If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).*   | Yes _____ No <u>X</u> |
| 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?<br>If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. | Yes _____ No <u>X</u> |
| 8. Have all necessary takings, easements, rights of entry, etc. been completed?<br>If a county Hearing is required, it must be held prior to starting work   | Yes _____ No <u>X</u> |
| 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?*  | Yes _____ No <u>X</u> |
| 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)?*   | Yes _____ No <u>X</u> |
| 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.*   | Yes _____ No <u>X</u> |
- \* See Appendix K for a List of Environmental Agencies.

**Validation**

It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.

<b>Duly Authorized Municipal Officials</b>	<b>Reviewed and Approved for Transmittal by:</b>
	Highway or Conservation Officer's Title
	<i>Mitchell LaClaire Sr.</i>
	<i>Hwy Supt.</i>
Signatures	Signatures <i>M. LaClaire Sr.</i>
Date	Date <i>May 25, 2018</i>

This form should be submitted in duplicate with original signatures to the MassDOT Highway District Office.



ACCESS CONTROL POINT ▲

May 30<sup>th</sup>, 2018

Gill Selectboard  
325 Main Road  
Gill, MA 01354

Re: **Mitchell LaClaire achieved the rank of Roads Scholar**

Dear Gill Selectboard,

Congratulations to the Town of Gill on the success of Mitchell LaClaire! Mr. LaClaire has recently completed all of the requirements for our Baystate Roads Scholar Program. This program requires that the applicant attend at least seven of our training workshops. Each workshop requires a minimum of six hours participation and is always challenging and often very technical.

Although the name "Roads Scholar" is somewhat humorous and designed to catch attention, Mr. LaClaire's accomplishment is very impressive because he has come to all of our workshops ready to learn with a genuine interest in improving operations within the UMass Transportation Center. Mitchell has shown us that he is a professional who is serious about furthering his education and improving the way he accomplishes his work.

We hope you are as pleased with Mr. LaClaire's achievement as we are and that you will acknowledge his accomplishment within your department. This achievement lends itself very well to articles in local newspapers or community newsletters; his participation will, of course, be announced in our newsletter *M3 Quarterly*. More information about our program is available by contacting me at (413) 545-2604 or visiting our website at: <http://www.mass.gov/baystateroads>

Sincerely,



Christopher J. Ahmadjian, Ph. D., P.E., MBA  
Associate Director

Selectboard Annual Appointments - effective July 1, 2018

to be voted June 25, 2018

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Ray	Purington	911 Coordinator		29 Atherton Road	Gill	MA	01354	one year	June 30, 2019
Lynda	Hodsdon Mayo	ADA Coordinator		114 Boyle Road	Gill	MA	01354	one year	June 30, 2019
Mitchell	LaClaire	Assistant Tree Warden		196C Main Road	Gill	MA	01354	one year	June 30, 2019
Rick	James	Cable Advisory Committee		100 North Cross Road	Gill	MA	01354	one year	June 30, 2019
Greg	Snedeker	Selectboard's Representative to the Cable Advisory Committee		26 Trenholm Way	Gill	MA	01354	one year	June 30, 2019
Charles	Garbiel	Cable Advisory Committee		42 Hoe Shop Road	Gill	MA	01354	one year	June 30, 2019
Tom	Hodak	Cable Advisory Committee		190 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Janet	Masucci	Cable Advisory Committee		64A French King Highway	Gill	MA	01354	one year	June 30, 2019
Tom	Hodak	Capital Improvement Planning Committee		190 West Gill Road	Gill	MA	01354	three years	June 30, 2021
Paul	Sievert	Conservation Commission		269 Mountain Road	Gill	MA	01354	three years	June 30, 2021
Phil	Gilfeather-Girton	Conservation Commission		8 Meadow Street	Gill	MA	01354	three years	June 30, 2021
Steve	Baskowski	Conservation Commission		149 Main Road	Gill	MA	01354	three years	June 30, 2021
Diane	Boutin	Council on Aging		32 Oak Street	Gill	MA	01354	three years	June 30, 2021
Lynda	Hodsdon Mayo	Board of Registrars		325 Main Road	Gill	MA	01354	three years	June 30, 2021
Kenneth	Johnson	Board of Registrars		15 Vassar Way	Gill	MA	01354	three years	June 30, 2021
Doreen	Stevens	Assistant Town Clerk and Election Worker		57 North Cross Road	Gill	MA	01354	one year	June 30, 2019
Betsy	Burnham	Election Worker		95 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Helen	Chappell	Election Worker		14 Chappell Drive	Gill	MA	01354	one year	June 30, 2019
Steven	Connell	Election Worker		102 Center Road	Gill	MA	01354	one year	June 30, 2019
Alison	Crochier	Election Worker		22 Munns Ferry Road	Gill	MA	01354	one year	June 30, 2019
Edward	Golembeski	Election Worker		119 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Ellen	Hastings	Election Worker		243 Main Road	Gill	MA	01354	one year	June 30, 2019
Patricia	Hisz	Election Worker		39 Mountain Road	Gill	MA	01354	one year	June 30, 2019
Carole	Lafleur	Election Worker		19 Atherton Road	Gill	MA	01354	one year	June 30, 2019
Marjorie	Naida	Election Worker		131 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Eileen	Palumbo	Election Worker		30 Center Road	Gill	MA	01354	one year	June 30, 2019
Robert	Perry	Election Constable		42 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Valeria	Smith	Election Worker		351 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Gary	Stevens	Election Constable		57 North Cross Road	Gill	MA	01354	one year	June 30, 2019
Anne	Wiley	Election Worker		90 North Cross Road	Gill	MA	01354	one year	June 30, 2019
Gene	Beaubien	Emergency Management Director		196A Main Road	Gill	MA	01354	one year	June 30, 2019
Janet	Masucci	Energy Resources Commission		64A French King Highway	Gill	MA	01354	three years	June 30, 2021
Marcus	Aucoin	Firefighter		37 Cleveland Street	Greenfield	MA	01301	one year	June 30, 2019
Gene	Beaubien	Firefighter		196A Main Road	Gill	MA	01354	one year	June 30, 2019
William	Borcy	Firefighter		45 Linden Avenue	Greenfield	MA	01301	one year	June 30, 2019
Oleg	Cobileanschi	Firefighter		24 Oak Courts	Greenfield	MA	01301	one year	June 30, 2019
Steven	Connell	Firefighter		102 Center Road	Gill	MA	01354	one year	June 30, 2019

Selectboard Annual Appointments - effective July 1, 2018

to be voted June 25, 2018

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Edward	Curtis	Firefighter		366 Montague City Road, Apt. C	Turners Falls	MA	01376	one year	June 30, 2019
Jason	Edson	Firefighter		20 West Main Street	Millers Falls	MA	01349	one year	June 30, 2019
Stuart	Elliott	Firefighter		27 Franklin Road	Gill	MA	01354	one year	June 30, 2019
Andrew	Howell	Firefighter		40 Oakman Street	Turners Falls	MA	01376	one year	June 30, 2019
Kane	Kurtyka	Firefighter		305 Plain Road	Greenfield	MA	01301	one year	June 30, 2019
Mitchell	LaClaire, Sr.	Firefighter		196C Main Road	Gill	MA	01354	one year	June 30, 2019
Zachary	Lastowski	Firefighter		218 Montague City Road	Turners Falls	MA	01376	one year	June 30, 2019
Mark	Levasseur	Firefighter		60 Center Road	Gill	MA	01354	one year	June 30, 2019
Scott	Nicholas	Firefighter		34 Prospect Street	Erving	MA	01344	one year	June 30, 2019
Greg	Parody	Firefighter		169 Main Road	Gill	MA	01354	one year	June 30, 2019
Tyler	Richardson	Firefighter		109 Barney Hale Road	Gill	MA	01354	one year	June 30, 2019
Cody	Scopa	Firefighter		32 Western Avenue	Greenfield	MA	01354	one year	June 30, 2019
Kenneth	Sears	Firefighter		4 Oak Street	Gill	MA	01354	one year	June 30, 2019
Kaeden	Socquet	Firefighter		5 Grant Street	Greenfield	MA	01301	one year	June 30, 2019
Jonathan	Vega	Firefighter		73 West Street	Greenfield	MA	01301	one year	June 30, 2019
Mitchell	Waldron	Firefighter		15 Oak Street	Gill	MA	01354	one year	June 30, 2019
Shane	Wells	Firefighter		81 Montague City Road	Greenfield	MA	01301	one year	June 30, 2019
Ray	Purington	Selectboard's Representative to the Franklin County Cooperative Inspection Program Advisory Board		Gill Town Hall	Gill	MA	01354	one year	June 30, 2019
Arthur	Cohen	Franklin County Solid Waste Management District Representative		9 Mt. Hermon Station Road	Northfield	MA	01360	one year	June 30, 2019
Ray	Purington	Alternate Designee to the Franklin Regional Transit Authority Advisory Board		325 Main Road	Gill	MA	01354	one year	June 30, 2019
Frank J.	Cutting	Fred Wells Trustee		Ben Hale Road	Gill	MA	01354	one year	June 30, 2019
Christopher	Redmond	Gill Police Chief		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Jason	Bassett	Gill Police Sergeant		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Robert	Hunter	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
William	Kimball	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Daniel	Larvey	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Mark	Ruddock	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Nikol	Schreiver	Gill Police Officer		Gill Police Department	Gill	MA	01354	one year	June 30, 2019
Christopher	Blair	Mutual Aid Police Officer	Erv	71 French King Hwy	Erving	MA	01344	one year	June 30, 2019
Robert	Holst	Mutual Aid Police Officer	Erv	71 French King Hwy	Erving	MA	01344	one year	June 30, 2019
James	Loynd	Mutual Aid Police Officer	Erv	71 French King Hwy	Erving	MA	01344	one year	June 30, 2019
Adam	Paicos	Mutual Aid Police Officer	Erv	71 French King Hwy	Erving	MA	01344	one year	June 30, 2019
Brent	Griffin	Mutual Aid Police Officer	Erv	71 French King Hwy	Erving	MA	01344	one year	June 30, 2019
Robert	Leighton	Mutual Aid Police Officer	Nor	69 Main Street	Northfield	MA	01360	one year	June 30, 2019

Selectboard Annual Appointments - effective July 1, 2018

to be voted June 25, 2018

FirstName	LastName	JobTitle	Cor	Address1	City	State	PostalCode	Length of Term	Term Expires
Alex	Pirozhkov	Mutual Aid Police Officer	Nor	69 Main Street	Northfield	MA	01360	one year	June 30, 2019
Christopher	Miner	Mutual Aid Police Officer	Nor	69 Main Street	Northfield	MA	01360	one year	June 30, 2019
James	Palmeri	Mutual Aid Police Officer	Ber	256 South Street	Bernardston	MA	01337	one year	June 30, 2019
John	Richardson	Mutual Aid Police Officer	Ber	256 South Street	Bernardston	MA	01337	one year	June 30, 2019
Bryn	Rabtor	Mutual Aid Police Officer	Ber	256 South Street	Bernardston	MA	01337	one year	June 30, 2019
Doug	Edson	Hazardous Waste Coordinator		364 Main Road	Gill	MA	01354	one year	June 30, 2019
Lynn	Stowe Tomb	Historical Commission		90 Boyle Road	Gill	MA	01354	three years	June 30, 2021
Beverly	Demars	Historical Commission		34 Walnut Street	Gill	MA	01354	three years	June 30, 2021
Fred	Chase II	Machinery Advisory Committee		278 French King Highway	Gill	MA	01354	one year	June 30, 2019
John	Ward	Selectboard's Representative to the Machinery Advisory Committee		4 Grove Street	Gill	MA	01354	one year	June 30, 2019
Daniel	Trenholm	Machinery Advisory Committee		13 Trenholm Way	Gill	MA	01354	one year	June 30, 2019
Gary	Bourbeau	Memorial Committee		91 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Merri	Bourbeau	Memorial Committee		91 West Gill Road	Gill	MA	01354	one year	June 30, 2019
Chet	Kuzontkoski	Memorial Committee		25 River Road	Gill	MA	01354	one year	June 30, 2019
Doug	Smith	Memorial Committee		39 Center Road	Gill	MA	01354	one year	June 30, 2019
Elaine	Smith	Memorial Committee		39 Center Road	Gill	MA	01354	one year	June 30, 2019
Susan	LaScala	Newsletter Editor		78 French King Highway	Gill	MA	01337	one year	June 30, 2019
Tim	Storrow	Planning Board		73 River Road	Gill	MA	01354	three years	June 30, 2021
Lynda	Hodsdon Mayo	Chief Records Access Officer		325 Main Road	Gill	MA	01354	one year	June 30, 2019
Ray	Purington	Records Access Officer		325 Main Road	Gill	MA	01354	one year	June 30, 2019
Gene	Beaubien	Records Access Officer		196A Main Road	Gill	MA	01354	one year	June 30, 2019
Chris	Redmond	Records Access Officer		196B Main Road	Gill	MA	01354	one year	June 30, 2019
Mitchell	LaClaire	Right to Know Officer		196C Main Road	Gill	MA	01354	one year	June 30, 2019
Donna	MacNicol	Town Counsel		P. O. Box 985	Greenfield	MA	01302-0085	one year	June 30, 2019
Donna	Bigelow	Town Forest Task Force		101 Hoe Shop Road	Gill	MA	01354	one year	June 30, 2019
Amy	Gordon	Town Forest Task Force		8 Setback Lane	Gill	MA	01354	one year	June 30, 2019
Chris	Polatin	Town Forest Task Force		334 Mountain Road	Gill	MA	01354	one year	June 30, 2019
Paul	Sievert	Town Forest Task Force		269 Mountain Road	Gill	MA	01354	one year	June 30, 2019
Ken	Sprankle	Town Forest Task Force		84 Boyle Road	Gill	MA	01354	one year	June 30, 2019
Timothy	Niejadlik	Veterans' Services Officer	Upp	294 Main Street	Greenfield	MA	01301	one year	June 30, 2019
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, 2019
Chet	Kuzontkoski	Veterans' Graves Officer		25 River Road	Gill	MA	01354	one year	June 30, 2019
Suzanne	Smiley	Zoning Board of Appeals		94 North Cross Road	Gill	MA	01354	three years	June 30, 2021
Roger	Augustine	Zoning Board of Appeals		124 North Cross Road	Gill	MA	01354	three years	June 30, 2021

TOWN OF GILL  
M A S S A C H U S E T T S



325 Main Road  
Gill, MA 01354  
Email: [townclerk@gillmass.org](mailto:townclerk@gillmass.org)  
Lynda Hodsdon Mayo, Town Clerk  
413-863-8103

June 12, 2018

Ivan Ussach, Chair GHC,

I am writing this to you as an indication of my resignation from the Gill Historical Commission effective today June 12, 2018. This is a very difficult decision because of my love for Gill and its history. I made a promise to you a year ago to find a way to attend all the meetings and I have been "almost" compliant. This being Town Meeting and Election time of year does add some stress to that promise. Also with each meeting I attended, I only feel more disturbed at the reminder of how many wonderful things people were doing that I am unable to be a part of or contribute to. I honestly cannot continue to carry the guilt it causes me.

In addition, there have been recent changes in my own health and the health of my son that deserve more attention from me.

The most important thing that I want to say here though, is that the GHC and the Department of the Town Clerk must continue to have a special relationship because of the nature of the information and overlap of the historical material kept by both. Therefore, at such a time as another person becomes Town Clerk, I would hope that you prioritize the opportunity for that person to become a member, for the value of the two departments working together. Rest assured that while I am resigning from the GHC, as Town Clerk, I will communicate even the smallest piece of information to your group whenever it might arise. It is important to your Commission, as well as to each of you, individually, that you keep your voting quorum and your "able body working membership" intact.

I will miss each one of you. You are all doing such fine work and contributing so very much effective time. It has been my pleasure to know you and to work with you.

Lynda Hodsdon Mayo  
Town Clerk



# Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Regional Services 

DATE: June 13, 2018

RE: Town Accounting Program Contracts Renewal

It is time once again to renew the contracts for your Town's participation in the FRCOG's Town Accounting Program. Enclosed please find two copies each of contracts for accounting services and for use of the FRCOG's MIP Fund Accounting software. Please sign all copies and return them all to me. I will have Linda Dunlavy sign them and return a completed set of originals to you for your files.

The enclosed contracts were edited only to update all dates and fees, and to switch all software references from Fundware to MIP Fund Accounting. The remainder of each contract is the same as the previous signed contracts. The following is a description of the main sections of the accounting services contract:

**Section I: Term.** The term of the contract is for three years with clear language allowing the term to be amended. This language avoids automatic renewals and makes it clear that the FRCOG is willing to amend the term if the Town wants to do so.

**Section II: Services Provided by the FRCOG.** This is the list of services FRCOG staff will provide. For the sake of efficiency and in the interest of keeping Program costs minimized, we cannot do it all at your Town Hall. A lot of our work can be completed remotely as staff has 24/7 access to MIP through our server in Greenfield. Staff is available by e-mail when not in Town Hall and will respond to questions as soon as reasonably possible. We also offer "read-only" access to your Town's information on MIP. This allows local staff and officials to have direct 24/7 access to real-time accounting information and will serve to answer most questions.

**Section III: Responsibilities of the Town.** This is the list of what the Town agrees to provide. Some key points to remember: to keep Program costs in check, our staff needs to be able to work efficiently, so the space they occupy and the equipment they use when working in your Town Hall needs to be sufficient to meet that goal. We also need the cooperation of Town officials to provide information they control in a timely manner, so that we can do our job in a timely manner. Also, the need to keep accounting records safely locked up, such as in a lockable filing cabinet, is very important to maintain the integrity of your accounting records.





**Section IV: Compensation.** The only change was to update the assessment fee to include the FY19 amount. As required by member towns through the FRCOG Bylaws, each fee-for-service program must budget like a town enterprise fund, including all direct and indirect costs related to the program. The proposed budget is vetted by the FRCOG Finance Committee and is voted on by the full FRCOG Council before it becomes final and assessment letters are sent to towns.

**Section V: Indemnification and Insurance.** This section includes standard indemnification language and insurance requirements with no change to the amounts required, and it includes language specifically stating that the FRCOG is responsible for all taxes or contributions relative to various employment laws on behalf of its Town Accounting Program staff employees.

**Section VIII. Force Majeure.** If something extraordinary or unforeseen happens, out of the control of the Town and/or the FRCOG, we each get a chance to come back up to speed without penalty.

**Section IX: Assignability.** Neither the Town nor the FRCOG may assign or transfer interest in this agreement to another party without written consent.

**Section X: Termination.** Without cause, we ask for at least 180 days' notice prior to the end of the fiscal year. With cause, meaning there has been a material breach of the contract that has not been cured within 45 days of official notice, termination can be immediate.

**Signatures Page.** Obtaining the signatures of Town Counsel (for approval of the legal form) and your Town Accountant (certifying that there is an appropriation to pay for the contract) is recommended by town counsels, but is not required by the FRCOG. Signature lines are included in case you want to obtain the signatures, but that is entirely your decision and at your cost for legal review. If you decide to have Town Counsel review the contracts, please contact me and I will forward to you electronic MS Word versions you can send, which should cut down on the review time and, consequently, your cost.

As always, if you have any questions, please contact me at [bdean@frcog.org](mailto:bdean@frcog.org), or by calling 413-774-3167, ext. 108.

We look forward to continuing our accounting partnership with you.

Thank you very much.



# Franklin Regional Council of Governments

**PROFESSIONAL MUNICIPAL ACCOUNTING SERVICES AGREEMENT  
BETWEEN THE  
FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS  
AND THE  
TOWN OF GILL**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG, having its principal place of business at 12 Olive Street, Suite 2, Greenfield, Massachusetts, 01301; and the Town of Gill, acting by and through its Board of Selectmen, hereinafter referred to as the Town, having its principal place of business at 325 Main Road, Gill, Massachusetts, 01354.

WITNESSETH THAT:

WHEREAS the Town has, pursuant to G.L. c.40, §4A, obtained authorization to enter into this Agreement by vote of its Board of Selectmen

WHEREAS the Town has determined there is a need to obtain accounting services within the Town; and

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

WHEREAS the FRCOG through its Municipal Accounting Program is willing to provide Accounting Services to the Town;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **I. TERM OF AGREEMENT**

The FRCOG and the Town agree that the FRCOG, will provide the Accounting Services set forth in Section II of this Agreement for the Town 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 during the period **July 1, 2018 through June 30, 2021**. The parties may agree to amend the term of this Agreement at any time. Any such amendment shall be in writing, executed by duly authorized representatives of each party and shall otherwise comply with the requirements of Section VII of this Agreement.

## **II. SERVICES PROVIDED BY THE FRCOG**

The FRCOG will provide in a professional and timely manner the following services to the Town:

- Prepare warrant and examine bills for legality;
- Maintain detailed accounting records, assuring that accounting practices conform with the established policies and procedures and meets town, state, and federal requirements;
- Prepare year-end Schedule A report\*;
- Prepare Combined Balance Sheet and other financial records for DOR Free Cash certification\*;
- Conduct monthly reconciliation of cash with Treasurer;
- Conduct mandatory annual reconciliation with Treasurer\*;
- Conduct quarterly reconciliation with Collectors;
- Conduct mandatory annual reconciliation with Collectors\*;
- Submit monthly Reports to Departments comparing budgets to actual expenditures;
- Entry of budget from town meeting votes and budget amendments into accounting system;
- Year End closing to include Balance Sheet, Income Statement, preparation of Town's Annual Report\*;
- In collaboration with Town Assessors, Town Clerk and other town employees as mandated, preparation of ReCap\*;
- Prepare for town's next financial audit.
- Work to provide customized reports to Department Heads;
- Meet with town officials and department heads as needed.

\* See last clause of Section IV Compensation.

## **III. RESPONSIBILITIES OF THE TOWN**

The Town agrees to provide the following:

- Adequate IT technical support and maintenance to ensure proper functioning of computer hardware and software;
- Regular file back up;
- Up to date accounting records, ledgers and other financial records and materials that the Town has and maintains;
- Phone and Internet broadband or DSL access;
- Computer and laser printer of sufficient speed and quality to run the required software and print reports;
- Office space and equipment to enable FRCOG to efficiently perform its services and to securely store warrants and records;

The Town further agrees that it will cooperate with FRCOG by responding in a timely manner to reasonable requests for assistance from FRCOG related to its performance of the required scope of services.

#### IV. COMPENSATION

The FRCOG will be paid \$23,551 for the services set forth in Section II for FY2019, which is based on the assumption that the Town will receive on average eight (8) hours of service per week beginning on July 1, 2018.

Re-evaluation of the Program's budget and assessment formula will be conducted annually and approved by the FRCOG Council and notification of compensation costs for the next fiscal year will be provided in writing to the Town no later than March 15. The FRCOG shall bill the Town quarterly.

The FRCOG and the Town acknowledge that the FRCOG may be requested to provide additional services not covered under this Agreement. The parties agree that FRCOG is entitled to compensation for such additional services. The amount of such compensation will be agreed to by the parties as an amendment to this Agreement in accordance with Section VII.

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

If the parties do not agree to extend the term of this Agreement to include the fiscal year beyond the end date of this contract, and the Town notifies the FRCOG in writing that it wants the FRCOG to close the financial books of the current fiscal year, which can only occur after the end of this contract term, and the FRCOG is able to provide the necessary staff hours, then the Town agrees to pay the FRCOG for the additional work needed to close the financial books of the current fiscal year as asterisked in Section II above at a rate to be agreed upon in writing prior to the work commencing. The FRCOG agrees to complete that work in a timely and efficient manner and in accordance with timelines set forth in Commonwealth of Massachusetts regulations. The Town further agrees that it will cooperate with the FRCOG by responding in a timely manner to reasonable requests for assistance from FRCOG related to its performance of the required scope of services to close the fiscal year.

#### V. INDEMNIFICATION AND INSURANCE

The FRCOG and the Town shall each have in full force during the term of this Agreement, insurance as provided below.

##### General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

##### Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

##### Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

##### Professional Liability Insurance

Minimum Coverage

\$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the FRCOG shall provide the Town with Certificates of Insurance or other evidence of coverage which include the Town as an additional named insured and which include a thirty (30) day notice of cancellation to the Town. Further, FRCOG shall be solely responsible for all taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws for its employees. Also, the Town shall provide the FRCOG with Certificates of Insurance or other evidence of coverage which include the FRCOG as an additional named insured and which include a thirty (30) day notice of cancellation to the FRCOG.

The FRCOG shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

The Town shall defend, indemnify and hold harmless the FRCOG and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

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.

## **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. 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**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, Acts of God, war, fire, flood, epidemic, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather, not the fault of the affected party (hereinafter referred to as a "force majeure event"), the party who has been so affected immediately shall give notice to the other party of its disability and shall do everything possible to resume performance. Upon receipt of such notice, performance under this Agreement shall immediately be suspended.

## 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. 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.

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

## X. TERMINATION

**Termination without cause.** This Agreement may be terminated by either party for any reason upon at least one hundred eighty (180) days written notice prior to the start of the next fiscal year. Said notice shall be counted 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.

**Termination for cause.** The Town shall notify the FRCOG in writing by certified mail, return receipt requested, of any material breach of contract, said notice being official as of the date received by the FRCOG. The FRCOG shall have forty-five (45) days from the date of notice to cure the breach. If the FRCOG does not cure the breach, the Town may terminate the Agreement immediately by sending written notice by certified mail, return receipt requested. Such notice shall be signed by authorized officials.

Likewise, the FRCOG shall notify the Town in writing by certified mail, return receipt requested, of any material breach of contract, said notice being official as of the date received by the Town. The Town shall have forty-five (45) days from the date of notice to cure the breach. If the Town does not cure the breach, the FRCOG may terminate the Agreement immediately by sending written notice by certified mail, return receipt requested. Such notice shall be signed by authorized officials.

If the Agreement is terminated, the FRCOG is relieved of any and all responsibilities to the Town which would be performed after the scheduled termination date. In the 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 work completed 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 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.

## 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.

## XIII. APPLICABLE LAW

Both the FRCOG and the Town 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.

## CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I, Linda Dunlavy, authorized signatory for the Council do hereby certify under the pains and penalties of perjury that the said Council has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-6001424

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

Franklin Regional Council of Governments

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By: Linda Dunlavy, Executive Director  
Corporate Officer  
(if applicable)

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

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Date

TOWN OF GILL BOARD OF SELECTMEN

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Member

Approved as to legal form:

\_\_\_\_\_  
Town Counsel

Approved as to appropriation:

\_\_\_\_\_  
Town Accountant

*For FRCOG Use Only*

*Contract Reviewed by Finance:* \_\_\_\_\_ *Line #* \_\_\_\_\_  
*Initial*





# Franklin Regional Council of Governments

## MEMORANDUM OF AGREEMENT

For the use of  
**ACCOUNTING SOFTWARE**  
By and Between the  
**Franklin Regional Council of Governments**  
And the  
**Town of Gill**

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THIS AGREEMENT, is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Franklin Regional Council of Governments, (hereinafter the FRCOG) having its principal place of business at 12 Olive Street, Suite 2, Greenfield, Massachusetts, 01301; and the Town of Gill (hereinafter the TOWN) having its principal place of business at 325 Main Road, Gill, Massachusetts, 01354.

WHEREAS the Town has, pursuant to G.L. c.40, §4A, obtained authorization to enter into this Agreement by vote of its Board of Selectmen

WHEREAS, the FRCOG and the TOWN have an existing Agreement for the FRCOG to provide municipal accounting services to the TOWN through the FRCOG's Town Accounting Program; and

WHEREAS, the FRCOG has purchased a Master License for MIP Fund Accounting™ software for use in its Town Accounting Program; and

WHEREAS, the TOWN wishes to use the FRCOG's MIP Fund Accounting™ for its municipal accounting system; and

WHEREAS, the FRCOG is interested in providing its MIP Fund Accounting™ to the TOWN for the TOWN's municipal accounting use;

NOW THEREFORE, the parties hereto do agree as follows:

## I. SCOPE OF SERVICES

### RESPONSIBILITIES OF THE FRCOG:

1. The FRCOG will provide the TOWN with access to the MIP Fund Accounting™ municipal general ledger and accounts payable software modules, as long as the TOWN continues to contract with the FRCOG for municipal accounting services.
2. The FRCOG will be responsible for regular backups of the TOWN's MIP Fund Accounting™ system as appropriate.

### RESPONSIBILITIES OF THE TOWN:

1. The TOWN will pay an annual fee (**FY2019 fee is \$750**) to the FRCOG for the use and maintenance of the MIP Fund Accounting™ general ledger and accounts payable software modules.

## II. TERM OF AGREEMENT

This Agreement shall remain in effect during the period of **July 1, 2018 through June 30, 2021**. The parties may agree to amend the term of this Agreement at any time. Any such amendment shall be in writing, executed by duly authorized representatives of each party and shall otherwise comply with the requirements of Section VI of this Agreement.

## III. COMPENSATION

The FRCOG will be paid **\$750.00 in FY2019**. Recalculation of the annual fee will be conducted annually and approved by the FRCOG Council and notification of compensation costs for the next fiscal year will be provided to the Town no later than March 15.

The FRCOG shall bill the Town quarterly.

Any financial commitment of the Town as a party to this Agreement is subject to the availability and appropriation of funds.

## IV. INDEMNIFICATION AND INSURANCE

The FRCOG shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

The Town shall defend, indemnify and hold harmless the FRCOG and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

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 each have in full force during the term of this Agreement, insurance as provided below.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

Prior to commencement of any work under this Agreement, the FRCOG shall provide the Town with Certificates of Insurance or other evidence of coverage which include the Town as an additional named insured and which include a thirty (30) day notice of cancellation to the Town.

The Town shall provide the FRCOG with Certificates of Insurance or other evidence of coverage which include the FRCOG as an additional named insured and which include a thirty (30) day notice of cancellation to the FRCOG.

Further, FRCOG shall be solely responsible for all taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws for its employees.

## **V. 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.

## **VI. AMENDMENT OF AGREEMENT**

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

## **VII. FORCE MAJEURE**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, Acts of God, war, fire, flood, epidemic, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather, not the fault of the affected party (hereinafter referred to as a "force majeure event"), the party who has been so affected immediately shall give notice to the other party of its disability and shall do everything possible to resume performance. Upon receipt of such notice, performance under this Agreement shall immediately be suspended.

## **VIII. 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.

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

## **IX. TERMINATION OF AGREEMENT**

This agreement may be terminated by either party only if the companion *Professional Municipal Accounting Services Agreement between The Franklin Regional Council of Governments and The Town of Gill* is also terminated in accordance with the requirements of Section X of that agreement. If said accounting services agreement is terminated, the written notices related to that termination shall also serve to terminate this accounting software agreement, and the FRCOG is relieved of any and all responsibilities to the Town which would be performed after the scheduled termination date. In the event of termination, the FRCOG shall no longer provide the TOWN with access to the Fundware® municipal general ledger and accounts payable software modules as of the date of termination, except for the purposes of accessing information necessary to close the books for the just-completed fiscal year.

## **X. 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.

## **XI. ENTIRE AGREEMENT**

This Agreement represents the entire understanding of the parties and no party is relying upon any representation not contained herein.

## **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.

## **XIII. APPLICABLE LAW**

Both the FRCOG and the Town 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.

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Franklin Regional Council of Governments**

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Date

**Town Of Gill Board of Selectmen**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

<p><i>For FRCOG Use Only</i></p> <p>Contract Reviewed by Finance: _____ Line # _____</p> <p style="text-align: center;"><i>Initial</i></p>
--



MIIA Member Services  
15 Cabot Road  
Woburn, MA 01801-1003  
TEL (800) 526-6442  
FAX (781) 376-9907  
[www.emiia.org](http://www.emiia.org)

June 8, 2018

Mr. Ray Purington  
Administrative Assistant  
Town of Gill  
325 Main Road  
Gill, MA 01354

Dear Ray:

Announcing ADDITIONAL PARTICIPATION CREDITS for Fiscal 2018, to be applied to your Fiscal 2019 Renewal.

It gives us great pleasure to announce the distribution of another round of participation credits to our members. The MIIA Board of Directors approved an additional participation credit of \$2.5 million for fiscal year 2018, bringing the total distribution of additional participation credits since 2009 to \$32.5 million!

These participation credits are provided to members of the Property & Casualty Group who belong to MIIA in the current fiscal year (2018). Also, these new participation credits are in addition to all other credits and discounts you will receive as part of your renewal pricing for fiscal year 2019, which begins on July 1, 2018. This distribution of participation credits is in recognition of the long-term loyalty and commitment of MIIA's membership.

Please note that the following additional participation credit granted to you by MIIA:

MIIA Property & Casualty Additional Credit: \$809

You will see this additional participation credit in your July 1, 2018 renewal invoice packet.

While continuous distribution of these credits cannot be guaranteed, this latest participation credit is a reflection of the MIIA Board's ongoing practice of reviewing the program's financial position on a quarterly basis. We at MIIA seek to embrace both the long-term financial health of the MIIA program and our members' need for high-quality coverage at the most affordable price. For most members, these credits have typically offset all or a significant portion of any increase in premium contributions. The bottom line is that MIIA's costs continue to be well below commercial insurance alternatives, and the announcement of this new \$2.5 million in participation credits enhances MIIA's value to you and the communities of Massachusetts!

Also look for New Coverage on July 1, 2018: CYBER LIABILITY PROTECTION.

We are extremely pleased to be able to offer comprehensive Cyber Liability Protection to all of our MIIA members. MIIA Cyber Liability Protection is tailored to meet the needs of all

June 8, 2018

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municipalities—protecting the systems that support police, fire, schools, public works and management operations. As of July 1, 2018, MIIA will be providing a full suite of data security tools and liability protection with maximum aggregate limits of liability per member of \$1,000,000. And we're really proud to announce that MIIA's cyber protection is an enhancement to your liability coverages and will not result in a premium increase in the July 1, 2018 policy year.

MIIA cyber risk protection includes access to expert cyber risk advisors who will provide training, compliance materials and risk management guidance to ensure that you are prepared to mitigate risk and are ready to act if there is a security breach. You will be hearing more about MIIA Cyber Liability Protection from your Account Executive and on the MIIA website in the upcoming weeks.

As always, your participation and commitment to MIIA is very much appreciated. This is your program and we are privileged to serve you.

Sincerely,



Paul E. Cohen  
Chairman, MIIA  
Manager  
Town of Chelmsford



Geoffrey Beckwith  
President, MIIA  
Executive Director, MMA



Stanley J. Corcoran  
Executive Vice President, MIIA



**MIIA**  
**2018 NEW COVERAGE ANNOUNCEMENT**

# CYBER LIABILITY PROTECTION



CYBER RISK  
MANAGEMENT



BREACH  
RESPONSE



LIABILITY  
PROTECTION

Our CyberNET® Coverage is tailored to meet the needs of all municipalities - protecting the systems that support police, fire, schools, public works and management operations. The following coverages are available for all MIIA members.



MIIA offers a comprehensive suite of data security and privacy insurance solutions that are custom-tailored for your business. Unlike other cyber policies, MIIA's Cyber Liability provides a range of coverages with flexibility to fit your unique needs, including:

- Breach Event Costs, Voluntary Notification Expenses and Proactive Privacy Breach Costs.
- Broad Cyber Crime coverage includes coverage for Financial Fraud, Telecommunications Fraud, and Phishing Attacks.
- Network Asset Protection - Coverage for income loss, interruption expenses, and data recovery costs incurred due to a variety of causes, from accidental damage of electronic media to cyber attacks. Support from an expert panel of attorneys, claims examiners and specialized vendors ready to assist you in the event of a breach.
- Full prior acts coverage is available, subject to underwriting review.
- A separate defense cost limit.



**CONTACT YOUR MIIA ACCOUNT EXECUTIVE FOR MORE INFORMATION.**  
ONE WINTHROP SQUARE, BOSTON, MA 02110 800.882.1498

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OF THE MASSACHUSETTS  
MUNICIPAL ASSOCIATION

## PERSONALIZED SUPPORT AND RISK MANAGEMENT

MIIA's CyberNET® Protection includes access to expert cyber risk advisors when you need them, plus 24/7 online training courses, sample cyber risk policies and procedures, as well as guidance with sample contract provisions that can be added to vendor agreements to reduce cyber risk exposure.

MIIA is focused on helping you and your organization mitigate the risk and impact of a cyber breach.

### Cyber Security Training

Get 'cyber smart' with 16 online courses, including:

- Data Security Basics
- Social Engineering and Phishing Schemes
- Ransomware Attacks

### Compliance Material

Keeping your organization up to date:

- State and Federal, Industry Specific
- Data Protection Guidelines
- Links to government sites

### Risk Management

Guidance to implement preventative measures:

- Best Practice Guidelines
- Risk Assessment & Fitness Checklist
- Incident Response Planning

With MIIA you're more than insured, you're prepared!



## EXPERT BREACH RESPONSE AND CLAIMS HANDLING

A cyber liability solution that provides more than a robust insurance policy. A team of experts is available to help you:

- Mitigate data and privacy risks
- Prepare an incident response plan
- Recover from a data breach or privacy incident
- Restore your customers' and employees' trust

Working in close coordination with nationally-recognized privacy & security experts, the claims team is at your side every step of the way.

## BROAD CYBER LIABILITY COVERAGE INCLUDES THE FOLLOWING AREAS:

- Multimedia liability
- Security and privacy liability
- Privacy regulatory defense and penalties
- Breach event costs
- Dependent business interruption
- BrandGuard®
- Network asset protection
- Cyber extortion
- Cyber crime
- PCI DSS liability



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MUNICIPAL ASSOCIATION



# Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Charles D. Baker  
Governor

Matthew A. Beaton  
Secretary

Karyn E. Polito  
Lieutenant Governor

Martin Suuberg  
Commissioner

June 13, 2018

Joan Pillsbury, Chair  
Gill Cemetery Commission  
Town of Gill, 325 Main Road  
Gill, MA 01354

Re: Gill - DWP  
Town Land for Cemetery Use

Dear Ms. Pillsbury:

Thank you for contacting the Massachusetts Department of Environmental Protection (MassDEP) regarding the consideration of establishing a green cemetery on land owned by the Town of Gill, located at the intersection of Main Road and Mountain Road in the Town of Gill. The property proposed abuts the Riverside Cemetery. Please be advised, that according to Massachusetts General Law, Chapter 114, Section 35:

*No land other than that so used and appropriated on April tenth, nineteen hundred and eight, shall be used for the purpose of burial if it be so situated that surface water or ground drainage therefrom may enter any stream, pond, reservoir, well, filter gallery or other water used as a source of public water supply, or any tributary of a source so used, or any aqueduct or other works used in connection therewith, until a plan and description of the lands proposed for such use have been submitted to, and approved in writing by, the Department of Environmental Protection.*

According to MassDEP records and the site plan you provided, the Public Water System (PWS) regulated by MassDEP nearest to the property proposed for the green cemetery is F.M. Kuzmeskus, Inc. Based on the distance of the proposed property from the F. M. Kuzmeskus well and the existing cemetery located between the two, it is MassDEP's opinion that this land use will not pose a significant threat to the water supply and herein approves this use with the following conditions:

- All activities are in compliance with appropriate Massachusetts Department of Public Health regulations and local by-laws; and,
- All activities are in compliance with all applicable Federal, State and local regulations.

A *Request for Determination* under the Massachusetts Wetland Protection Act should always be considered prior to undertaking any earth moving activity.

Thank you for your assistance with this. If you have any questions or require assistance, please contact Jimmy Gibbs at [james.gibbs@state.ma.us](mailto:james.gibbs@state.ma.us) or (413) 755-2299.

Respectfully,

Brian D. Harrington  
Deputy Regional Director  
Bureau of Water Resources

jjg/BDH

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.

TTY# MassRelay Service 1-800-439-2370  
MassDEP Website: [www.mass.gov/dep](http://www.mass.gov/dep)

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