



# ***SELECTBOARD AGENDA & MEETING NOTICE***

***July 6, 2021***

\*\*\*Indicates item added after the 48 hour posting  
**bold underlined** time = invited guest or advertised hearing  
(all other times are approximate)

Location: Gill Town Hall, 2<sup>nd</sup> Floor

Face coverings required if not fully vaccinated for COVID-19

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

## Old Business

- Kyle Dragon, Regional Animal Control Officer – Followup to Nuisance Dog Hearing held on April 12, 2021 for canine Lucy owned by Wesley Johnson, 91 Main Rd
- Review of Minutes
- Gill Elementary School Floor Replacement Project – report on any new information or updates
- Highway Truck – Followup from June 26<sup>th</sup> Town Meeting approval of Article 17 (purchase of new truck) and Article 18 (\$30,000 to repair 2009 Sterling)

## New Business

- Town Hall Basement Wetness Remediation – Next steps following June 26<sup>th</sup> Town Meeting approval of Article 20 (Additional \$20,000 to project account, new balance of \$53,418)
- Notice of Intent to Sell & Right of First Refusal – 6.51 acres owned by James & Sonja McComb, land is on Dole Road, Map 208, Lot 11.2
- Special Auction Permit – Jerrold Wood, Auctioneer for an auction of motorcycles, parts, and tools at Green River Powersports, 1 Main Road, on Saturday, July 10<sup>th</sup>
- Appointment – John Ward, 4 Grove St, as the Selectboard's Representative to the Franklin Regional Planning Board through June 30, 2022
- Reappointment: Lynda Hodsdon Mayo, 114 Boyle Road, as Assistant Town Clerk for July 1, 2021 – June 30, 2022
- Renewal of Professional Municipal Accounting Services Agreement and Accounting Software Use Agreement with the FRCOG for July 1, 2021 through June 30, 2024
- Renewal of Building, Plumbing & Gas, and Wiring Inspection and Zoning Enforcement Professional Services Agreement with the FRCOG for July 1, 2021 through June 30, 2024
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

## Warrants

FY21 #26 Vendors (\$87,564.53) & Payroll (\$21,891.71) – reviewed & signed on 6/21/21  
FY21 #27 & FY22 # 01 and 01A – review & sign

## Adjournment

**Other Invitations/Meetings:**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Mon 7/19	5:30 PM	Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 8/2	5:30 PM	Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 8/16	5:30 PM	Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Tues 8/30	5:30 PM	Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor

Rec'd 6/21/21

CURTISS, CAREY, GATES & GOODRIDGE, LLP

377 MAIN STREET P.O. BOX 509  
GREENFIELD, MASSACHUSETTS 01302  
PHONE 413 774-4331  
FAX 413 772-2614

LAWYERS

JACK D. CURTISS  
ROBERT R. CAREY  
JOHN C. GATES  
GEORGE L. GOODRIDGE\*\*  
KRISTI A. BODIN  
SARAH DOLVEN

\*\* Also Licensed in Vermont

June 18, 2021

Board of Selectmen  
c/o Town Clerk, Town of Gill  
Town Hall  
325 Main Road  
Gill, MA 01354

RE: JAMES H. McCOMB, JR. and SONJA K. McCOMB  
Map 208, Lot 11.2 Gill

Dear Selectboard Members:

Jim and Sonja McComb own a 6.51-acre parcel of vacant land along the north side of Dole Road that is currently classified, valued, assessed and taxed pursuant to said Chapter 61A, and is shown on Gill Assessors' Map 208 as Lot 11.2.

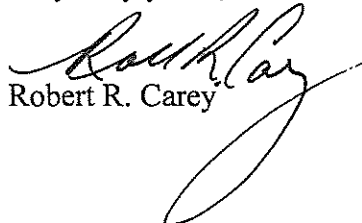
This lot is being sold by Jim and Sonja McComb to Mary J. Meyer who intends to construct a personal residence upon the lot. The sale price is \$162,500.00 as detailed in the attached Purchase and Sale Agreement.

The purpose of this notice is to acknowledge the Town's right of first refusal pursuant to the provisions of said M.G.L. Chapter 61A.

In the event the town does not exercise its right of first refusal, I would appreciate being provided with the enclosed Notice of Intent Not to Exercise Option after it has been signed by a majority of the board members with at least one board member having his or her signature notarized.

Thank you for your attention to this request.

Very truly yours,

  
Robert R. Carey

RRC:epf  
Enclosures

cc:

Gill Planning Board  
Town Hall  
325 Main Road  
P.O. Box 240  
Gill, MA 01354

Gill Conservation Commission  
Town Hall  
325 Main Road  
P.O. Box 240  
Gill, MA 01354

Gill Board of Assessors  
Town Hall  
325 Main Road  
P.O. Box 240  
Gill, MA 01354

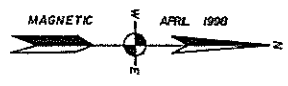
State Forester  
c/o Commissioner of Department  
of Conservation and Recreation  
251 Causeway Street, Suite 900  
Boston, MA 02114-2104

FOR REGISTRY USE

FRANKLIN COUNTY  
 REGISTRY OF DEEDS  
 JUNE 7, 2000  
 2:42 PM '00  
 RECEIVED FOR RECORD  
 GREENFIELD, MASS.

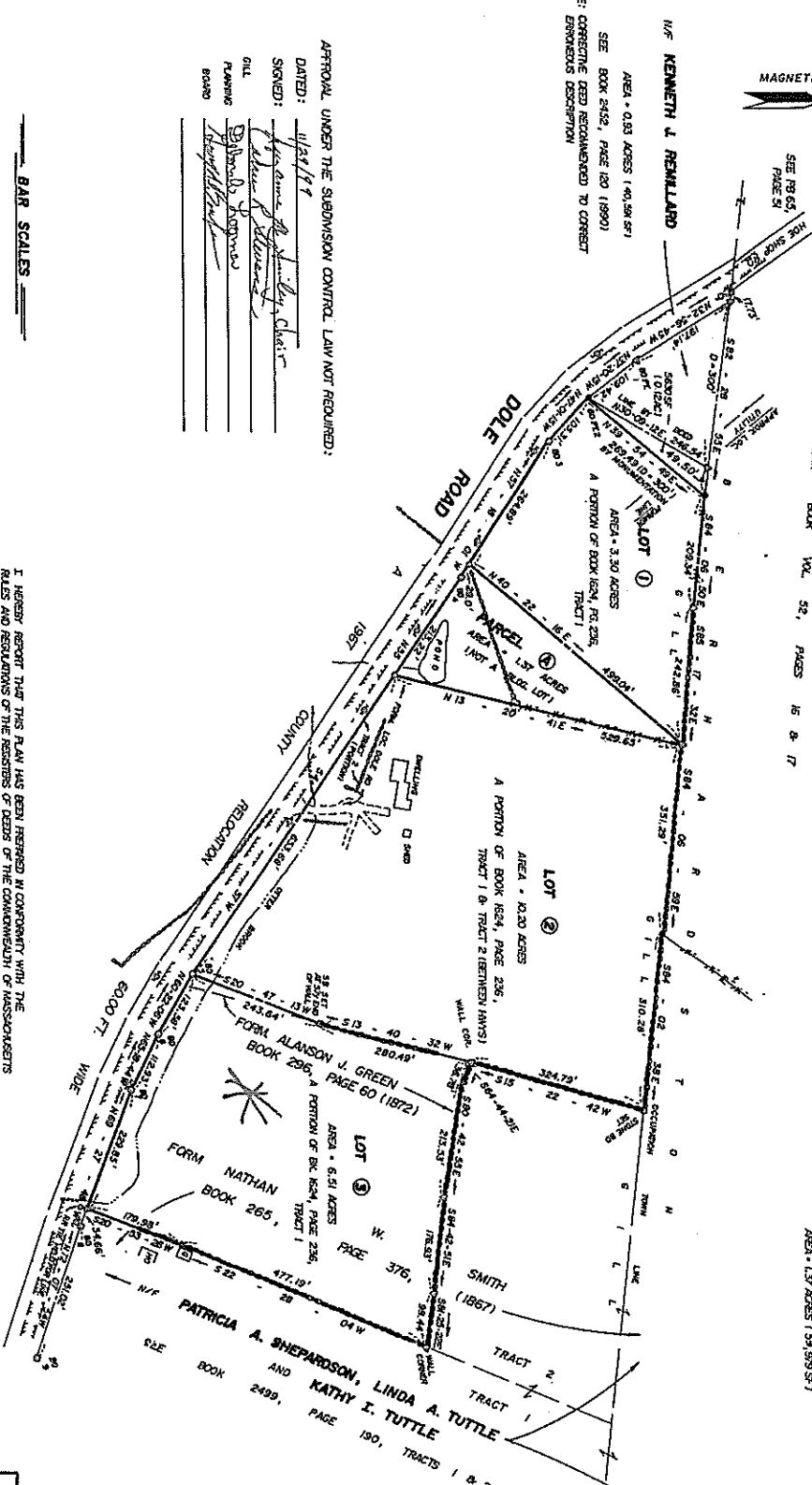
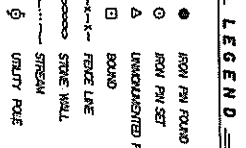
NOTES

THE PARCELS SHOWN HEREON ARE SUBJECT TO ANY APPLICABLE RIGHTS/VASSMENTS, THAT MAY STILL BE IN EFFECT, IN FAVOR OF W.M.E. CO. AND N.E.T.E.L. & TEL. RECORDED IN BOOK 935, PAGE 378 (1949), BE IN EFFECT, IN FAVOR OF W.M.E. CO. AND N.E.T.E.L. & TEL. RECORDED IN BOOK 935, PAGE 378 (1949). THE POLE LINE REFERENCED IN SAID DEED HAS BEEN RELOCATED ALONG DOLE ROAD. THE EXACT LOCATION OF FORMER POLE LINE/VASSMENT UNKNOWN. RELEASE DEEDS FROM UTILITY COMPANIES RECOMMENDED.  
 THAT PORTION OF TRACT 2 REFERENCED HEREON AND DESCRIBED IN BOOK 1824, PAGE 236 IS THAT LAND WHICH LIES BETWEEN THE 1987 RELOCATION OF DOLE ROAD AND ITS FORMER LOCATION.



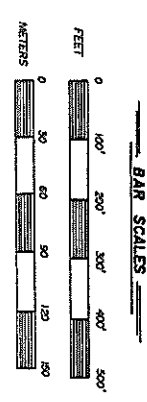
1/4<sup>th</sup> PAUL C. SKATHITIS AND CHARLES A. SKATHITIS  
 SEE BOOK 144, PAGE 340 ALSO SEE BOOK 1434, PAGE 303  
 SEE PLAN BOOK VOL. 92, PAGES 15 & 17

PARCEL (A)  
 LOT A, 1.37 ACRES (59,579 SF)  
 A PORTION OF BOOK 1824, PAGE 236, TRACTS 1 & 2



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED:

DATED: 4/24/98  
 SIGNED: [Signatures]  
 TITLE: [Titles]  
 PLANNING BOARD



I HEREBY REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

RODOLFO A. MURRAY, P.L.S.  
 PROFESSIONAL LAND SURVEYOR  
 MAY 18, 1998  
 DATE



PLAN OF LAND  
 LOCATED IN  
 GILL, MASSACHUSETTS  
 SURVEYED FOR  
 JAMES H. MCCOMB, JR. & SONIA K. MCCOMB  
 SCALE: 1" = 100'  
 DATE: MAY 19, 1998  
 VERSION: VERMONT

TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SPECIAL AUCTION PERMIT APPLICATION

Applicant's Name:

Jerrold C. Wood

Address:

482 Hubbardston Rd  
Templeton MA 01468

License Number:

AU-127

Hours Auction will be Conducted:

9am to 2pm

Location of Auction:

1 Main Rd

General Description of Goods to be Auctioned:

Motorcycles, Parts, Tools

Estimated Value of Goods:

\$ 75,000

Date(s) Auction will be Held:

Saturday July 10

Office Use Only

Proof of insurance

Public Safety notified

Fee collected

Approved

Yes

No

Telephone 413-863-9347

325 Main Road, Gill MA 01354

Fax 413-863-7775

This institution is an equal opportunity provider and employer.



# Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Regional Services

A handwritten signature in black ink, appearing to read "Bob Dean", is written over the printed name.

DATE: June 23, 2021

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 four copies and **return them all to me**. I will have Linda Dunlavy sign them and I will return a completed set of originals to you for your files.

The enclosed contracts were edited only to update all dates and fees. The remainder of each contract is the same as the previous signed contracts.

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 \_\_\_\_\_, 2021 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, 2021 through June 30, 2024**. 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 **\$30,749 for the services set forth in Section II for FY22, which is based on the assumption that the Town will receive on average eight (8) hours of service per week beginning on July 1, 2021.**

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

Franklin Regional Council of Governments

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

\_\_\_\_\_  
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 SELECT BOARD

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Member

*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 \_\_\_\_\_, 2021, 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 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, 2021 through June 30, 2024**. 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 FY2022**. 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
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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 Select Board**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

<p><i>For FRCOG Use Only</i></p> <p>Contract Reviewed by Finance: _____ <i>Initial</i>      Line # _____</p>
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# Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Regional Services

A handwritten signature in black ink that reads "Bob Dean".

DATE: June 23, 2021

RE: FCCIP Program Contract Renewal

It is time once again to renew the contract for your Town's participation in the FRCOG's Franklin County Cooperative Inspection Program (FCCIP). Please sign both copies of the enclosed contract and return them to me. I will have Linda Dunlavy sign them and return a completed original to you for your files.

The enclosed contract was edited only to update all dates and fees. The remainder is the same as the previous signed contract.

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. To help answer your questions I've enclosed a memo describing how the program operates and the benefits of participation in the FCCIP.

We look forward to continuing our inspection work with you.

Thank you very much.





# Franklin Regional Council of Governments

To: Town Officials

From: Bob Dean, Director of Regional Services

Date: June 24, 2021

Re: Benefits of Participation in the Franklin County Cooperative Inspection Program

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## **Program Overview**

The Franklin County Cooperative Inspection Program (FCCIP) provides state-mandated building, electrical, and plumbing/gas inspection services (or a subset thereof) to 16 Franklin County towns and is responsible for zoning enforcement in 15 towns. The program's mission is to provide participating towns with professional inspection services by certified inspectors and to be a clearinghouse for information regarding building, zoning, plumbing, and wiring requirements.

The FCCIP operates like a municipal enterprise fund. All expenses are captured in the program budget, and those expenses must be covered by program revenues. Revenue sources include permit fees, town assessments, tickets for code violations and interest income.

In order to stabilize and provide predictability to the town assessments, the FCCIP retains all permit revenues, which covers about 80% of program costs. The remaining 20% of the budget is collected through town assessments for program costs not covered by fee revenue, which includes zoning enforcement, program oversight, and software maintenance and support.

## **Program Budget**

Like town budgets, the FCCIP's budget is based on best estimates of expenses and revenues for the coming year. Permit revenue can be highly variable, depending on the local and national construction climates, financial markets, and real and perceived economic wellbeing of our area's residents and businesses. To smooth the inevitable ups and downs of permit revenues, the FCCIP retains its own year-end fund balance. In years when permit revenue is higher than budgeted, the extra is credited to the fund balance. In years with slower-than-expected permit activity, money can be transferred from the fund balance to prevent a year-end budget deficit.

Staff regularly monitors permit revenue throughout the fiscal year to compare it to budget goals and to determine if budget amendments need to be made. The budgeting process and the use of fund balance are overseen and approved by the FRCOG Finance Committee, which is a subset of municipal officials appointed to the full FRCOG Council.

A portion of the total FCCIP budget is paid for by a contract with the City of Greenfield through which

we provide its property owners with our electrical and plumbing inspection services. The City pays a yearly assessment to the FRCOG to cover its portion of the related FCCIP salaries, benefits and operating expenses. Greenfield handles its own permitting and administrative paperwork.

**Budget and revenue data from the past few years (excluding Greenfield’s assessment costs and revenue):**

Fiscal Year	FCCIP Budget	Permit Revenue	Town Assessments	Net To/(From) Fund Balance	Assessments as Percentage of Budget
13	428,649	346,844	83,500	1,695	19.48%
14	448,087	366,864	83,500	2,277	18.63%
15	463,964	335,797	83,500	(44,667)	18.00%
16	459,135	424,380	83,500	48,745	18.19%
17	493,011	429,854	97,500	34,343	19.78%
18	543,373	428,813	97,500	(17,060)	17.94%
19	534,109	440,791	97,500	4,182	18.25%
20	539,709	623,663	97,500	181,454	18.07%
21	551,552	-----	99,000	-----	17.95%

**Benefits of Belonging to the FCCIP:**

- ❖ **FRCOG Employs Staff:** The FRCOG hires and manages all FCCIP staff. Towns do not need to worry about hiring, training and retaining qualified staff, or about administering and paying for employee expenses, such as health insurance and retirement.
- ❖ **Certified Inspectors:** The FCCIP has two building officials, one certified at the commissioner’s level and the other as a Local Inspector. The wiring inspector is a Master Electrician and the Plumbing/Gas Inspector is a Master Plumber. Smaller towns may have trouble finding qualified and certified inspectors who are willing to forego working as a contractor in the town to become an inspector. State law requires building inspectors to be certified.
- ❖ **Quick Response:** There is almost always an inspector and/or clerk to answer phones and assist walk-ins. Zoning and code questions are answered promptly and inspections are scheduled immediately. Inspections are generally performed within two days of call. Plan reviews and applications are processed generally within a week.
- ❖ **Accurate Records and Procedures:** The FCCIP has had forty-four years to fine tune permit record keeping and internal procedures for handling zoning, code, and office-related issues. Our files are kept up-to-date. Twenty-seven years of computerized permitting records gives the FCCIP the ability to track permit activity and produce valuable reports for town officials.



- ❖ **Coordinated Inspections:** There is a great advantage to have building, wiring, and plumbing inspectors in the same office where they can discuss problems and facilitate plan reviews, inspections, and certificates of occupancy. And the coordination benefits increase for towns that are part of the Cooperative Public Health Service (CPHS) through the FRCOG. FCCIP and CPHS inspectors regularly coordinate responses to issues that overlap the boundaries between building and public health jurisdictions.
- ❖ **Free Public Building Inspections:** Permit fees of less than \$500 are waived for municipal projects.
- ❖ **Education and Enforcement:** FCCIP inspectors are passionate about learning a complex code and disseminating this information via newsletters, training, and personal contact with builders and homeowners. It is very difficult for even full-time inspectors to keep abreast of an evolving code and all the associated reference standards. Building officials are required to complete continuing educational credits to maintain certification. Lack of knowledge and enforcement could be detrimental to public health and safety and result in increased liability to the town.
- ❖ **Online Permitting:** The change to processing permits electronically has improved the program's efficiency and has been enthusiastically embraced by contractors. Applicants can access the software 24/7 and can pay permit fees online. Local officials can easily access the software remotely to run reports and to provide necessary sign-offs throughout the permit approval process. Staff is available in person or by phone to assist people with filling out the online forms, and a dedicated terminal is available at our office for applicants who lack access to a computer. We handle the processing of fee payments and deal with payment-related issues, including bounced checks and paying out refunds.
- ❖ **Zoning Expertise and Enforcement:** Zoning enforcement is a strong component of the program. Zoning review is integrated into the permit application process. The staff is experienced and well versed in MGL chapter 40 A (the Zoning Act), consults with legal counsel when necessary, and has years of experience in prosecuting difficult cases in Housing Court. There are no fees charged to the general public for use of the program as a zoning information center, as this is included in the assessment fee. Grandfathered lots and issues of non-conformance require extensive staff time to research. Time is spent in each town checking for and observing zoning violations for enforcement. We also field a significant number of calls from citizens who are making complaints about possible zoning violations and those investigations are conducted without charge. We provide feedback to towns regarding the practical application of local zoning bylaws and we offer amendment suggestions to make bylaws more understandable and user-friendly.
  - **Central Clearing House for Zoning Information:** Significant time is spent fielding zoning bylaw questions from town citizens, real estate professionals, developers, surveyors, town officials, zoning boards and planning boards. Coordination of zoning with town ZBA and planning boards is provided by the Commissioner writing letters of opinion to applicants whose permits are rejected, with copies sent to those boards. Most town boards will not act without the Commissioner's letter.





- **Zoning Expertise:** Most town zoning boards and planning boards use our services for opinions on zoning issues. We have spent considerable time researching legal issues, consulted our legal counsel, and have attended many educational seminars. Knowledge of case law and the Massachusetts zoning act, MGL chapter 40 A, is extensive.
- ❖ **Building Code Review:** Staff regularly give hotline advice regarding building code compliance to homeowners and contractors. We provide assistance to architects designing projects, and we field complaint calls regarding possible building code violations. As building codes change yearly and the complexity of the codes increase, it is a valuable service to towns. The following individual codes constitute the entire building code: International Residential code, International Building code, International Energy Conservation code, International Mechanical code, International Existing Building code, 521 CMR, architectural access, and NFPA 72: the national fire alarm code. Adoption of the Stretch Energy Code by our Green Communities adds an extra layer of complexity to our building code review.
- ❖ **Coordination of Town Departments:** As a service to the town, we coordinate our work with a number of town officials, including the Fire Chief, Board of Assessors, Treasurer/Collector, Board of Health, Conservation Commission, Highway Superintendent, Town Clerk, ZBA, Planning Board and Select Board. Through our online permitting software, we provide convenient sign-off capabilities to many of these same officials because it is advantageous to the town and helpful to the applicant to do so.
- ❖ **Plumbing and Electrical Inspectors Provide the Same Advice and Professional Services to Town Citizens and Professionals:** Both inspectors do site visits without charge before a permit is issued. Code questions are answered for homeowners, professionals, and architects. They offer emergency inspection assistance to fire departments, day and night, to ensure buildings are safe for emergency response personnel to enter. When boards of health request their inspections, those are done without charge. When buildings are foreclosed on, the power is turned off. Before the power can be turned back on an electrical inspection must be done and this is conducted without charge.
- ❖ **Abandoned/Unsafe Buildings:** All FCCIP inspectors conduct inspections of these buildings, without charge, when requested to do so by the appropriate town officials.
- ❖ **FCCIP Advisory Board:** Participating Town Select Boards may appoint a representative to the FCCIP Advisory Board. The Board meets quarterly and has direct input as to the yearly budget, setting permit fees, and advising staff on a host of other issues that impact the operation of the FCCIP.





# Franklin Regional Council of Governments

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

**AND**

**THE TOWN OF GILL**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as "the FRCOG", and the **Town of GILL**, acting by and through its Selectboard, hereinafter referred to as "the Town."

**WITNESSETH THAT:**

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

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

WHEREAS; the FRCOG through its Franklin County Cooperative Inspection Program hereinafter referred to as "the FCCIP", is willing to provide Inspection services to the Town:

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

## **I. TERM OF AGREEMENT**

The term of this Agreement shall be three years, commencing upon execution by the Town and FRCOG. It shall renew automatically after the first term for one additional year unless amended as set forth herein in section VIII, or earlier terminated as set forth herein in Section XI.

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

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

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

### **III. SCOPE OF SERVICES OF THE FRCOG**

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

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

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

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

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

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

#### IV. COMPENSATION

For any services rendered under this agreement the FRCOG will receive compensation as determined by an assessment formula approved annually by the FCCIP Advisory Committee and the FRCOG during its annual budgeting process. Notification of compensation costs for the next fiscal year will be provided to the Town no later than March 1. For Fiscal Year 2022, the town shall be liable for no more than **\$7,600** for building, plumbing, and wiring inspection and zoning enforcement services. This fee is constituted as follows:

- \$4,600 for membership in the building inspection program
- \$2,250 for membership in the plumbing & gas inspection program
- \$2,250 for membership in the wiring inspection program
- \$1,500 discount for membership in all three programs

The FRCOG shall bill for the membership assessment quarterly.

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

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

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

#### V. INDEMNIFICATION AND INSURANCE

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

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

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

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

## **VI. WAIVERS**

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

## **VII. FINANCIAL SAFEGUARDS**

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

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

## **VIII. AMENDMENTS**

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

## **IX. FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **X. ASSIGNABILITY**

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

## **XI. TERMINATION**

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

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

**XII. CONFLICT OF INTEREST**

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

**XIII. SEVERABILITY**

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

**XIV. NONDISCRIMINATION**

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

**XV. APPLICABLE LAW**

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

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

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

\_\_\_\_\_  
Date

TOWN OF GILL SELECT BOARD

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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