



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

***Mon., August 1, 2022***

\*\*\*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

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

- Review of Minutes from 7/5/22 & 7/11/22

## New Business

- Town Clerk's Request for Approval of Early Voting Schedule for 9/6 Primary and 11/8 Election
- Fire Department Purchase Order – replacement Intake Valve for Engine 2 - \$1,870 plus freight from Firematic Supply
- Appointments
  - Fire Department – Christopher Hample as a Firefighter through 6/30/23
  - Cultural Council – Anna Hendricks as a Member from 8/5/22 – 8/5/25
- Highway Department Surplus Equipment – 2009 Sterling truck – recommend using Auctions International to sell via online auction; if minimum reserve is not met, then accept trade in offer
- 2022 Wheeling for Healing Ride (August 12th) and Use of Safety Complex rear yard for a Water Stop
- Household Hazardous Waste Collection Event – Saturday, September 24th
  - Memorandum of Understanding between Town and Solid Waste District
  - Budget for Event – recommend \$1,050 from Recycling Dividend Program (RDP) grant (FY22 event was \$724)
- Correspondence – Email from Chris Couture with concerns about traffic speed on Mountain Road
- Renewal of “Regional Dog Shelter Services” Agreement with Franklin County Sheriff's Office for FY23 thru FY25
- Renewal of “Regional Animal Control Services” Agreement with Franklin County Sheriff's Office for FY23 thru FY25
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
  - FY22 #27 Vendors (\$29,508.27) & Payroll (\$21,768.48) – reviewed & signed on 7/5/22
  - FY23 #1 Vendors (\$171,029.92) & Payroll (\$2,922.84) – reviewed & signed on 7/5/22
  - FY22 #28 Vendors (\$25,859.73) & Payroll (\$1,996.64) – reviewed & signed by Chair on 7/20/22
  - FY23 #2 Vendors (\$61,357.81) & Payroll (\$27,169.74) – reviewed & signed by Chair on 7/20/22
  - FY23 # 3 – review & sign

## Adjournment

**Other Invitations/Meetings:**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Mon 8/15	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 8/29	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 9/5		Labor Day holiday	
Tues 9/6	7AM-8PM	State Primary Election	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 9/12	5:30 PM	Gill Selectboard meeting	Gill Town Hall, 2 <sup>nd</sup> floor

# TOWN OF GILL

MASSACHUSETTS



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

## SELECTBOARD MEETING MINUTES

*July 5, 2022*

Called to Order: The meeting was called to order at 5:30 PM in the 2<sup>nd</sup> floor meeting room at the Gill Town Hall.

Members Present: Randy Crochier and Charles Garbiel

Members Absent: Greg Snedeker

Others Present: Ray Purington, Town Administrator; Jerri Higgins, Kat O'Brien, Julian Mendoza, Gene Beaubien, and Austin Harpin

Utility Pole Hearing: Representing Eversource, Austin Harpin presented a request to install a new 45' tall utility pole within the public right of way at 12 West Gill Road. The new pole is necessary to provide that address with electricity to the garage. The property owner and abutters were notified of the hearing and none were in attendance and no comments were received prior to the hearing. As part of the hearing Harpin reviewed a list of "double poles" – two utility poles at the same location, where there are still service wires to be moved from the old pole to the new pole. The list currently shows 12 double poles in Gill, with Verizon as the "next to go" for two poles and Eversource as the "next to go" for the other 10. Harpin promised to send the list to Eversource's scheduling team the next day and will copy Ray on the email. Randy made a motion, seconded by Charles, to approve the request for the new utility pole. The motion was approved by a vote of 2 in favor and 0 opposed, and the Order for the pole was signed. Harpin left the meeting at 5:40 PM.

Review of Minutes: Randy made a motion, seconded by Charles, to approve the minutes of 6/22/22. The motion was approved by a vote of 2 in favor and 0 opposed.

Fire Department Annual Purchase Orders: The Selectboard reviewed the Fire Department's list of annual routine expenses that are included in the FY23 budget but are over the \$500 limit that requires a purchase order. The list was approved by consensus.

Fire Department Purchase Order – Chimney Scrubber Kit: Fire Chief Gene Beaubien requested approval to purchase a chimney scrubber kit for a cost not to exceed \$1,700 including shipping costs. The scrubber is used during chimney fires to knock a hole through and dislodge the burning creosote. Beaubien emphasized the Fire Department is not going to be cleaning chimneys for residents. Multiple fire departments in the county will be purchasing these kits, so there will be a discount based on the volume. The purchase order was approved by consensus.

Fire Department Purchase Order – Swivel Chute: Beaubien also requested approval to spend up to \$700 to have a swivel chute fabricated for the back of the tanker truck. The chute will allow the tanker to empty water into a dump tank when the truck is alongside of the tank, rather than having to back up so the tank is directly in line with the rear of the truck. The purchase order was approved by consensus.

Fire Responder Truck: On behalf of the Fire Department, Beaubien thanked the Selectboard for their support throughout the process of the Town deciding to purchase the new Responder fire truck. Beaubien left the meeting at 5:50 PM.

Sewer Commitment for Partial Period: Randy made a motion, seconded by Charles, to approve a sewer commitment of \$325.18 corresponding to a partial period (4/5/22-6/14/22) of sewer service at 7 Grove Street. The motion was approved by a vote of 2 in favor and 0 opposed.

Chair to Review and Sign Warrant: Due to scheduling conflicts, the Selectboard will not meet on July 18<sup>th</sup>. Randy made a motion, seconded by Charles, to authorize the Chair to review and sign the vendor and payroll warrants for that week and to report on his actions at the next meeting. The motion was approved by a vote of 2 in favor and 0 opposed.

Jerri Higgins and Julian Mendoza left the meeting at 5:55 PM.

Warrant: The Selectboard reviewed and signed the FY 2022 warrant # 27 with totals of \$29,508.27 for vendors and \$21,678.48 for payroll. The Selectboard reviewed and signed the FY 2023 warrant # 1 with totals of \$171,029.92 for vendors and \$2,922.84 for payroll.

The meeting adjourned at 6:45 PM.

*Minutes respectfully submitted by Ray Purington, Town Administrator*

*Signed copy on file. Approved on 08/15/2022*

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Randy Crochier, Selectboard Clerk

# TOWN OF GILL

MASSACHUSETTS



## SELECTBOARD & FINANCE COMMITTEE MEETING MINUTES

July 11, 2022

The meeting was conducted remotely by all participants using the Zoom online meeting platform.

Called to Order: The meeting was called to order at 9:10 AM.

Selectboard Members Present: Randy Crochier, Charles Garbiel, and Greg Snedeker      Members Absent: None  
Finance Committee Members Present: Claire Chang, Tupper Brown, and Sandy Brown      Members Absent: Peter Turban  
Others Present: Ray Purington, Town Administrator

Fiscal Year 22 Year-End Transfers: Ray presented three requests for year-end transfers between departmental budgets. He noted it has been determined there is no need for a transfer for the Highway budget.

1. Assessors' budget: \$1,711.57 to be transferred from the Assessors' Clerk Salary budget to the Assessors' Expense budget. The shortfall is due to a purchase of stamped envelopes and consultant expenses to get caught up on property visits (cyclical inspections and building permits).
2. Fire Department budget - \$2,707.48 total deficit. Most of this was caused by 4 of the last 5 payrolls being significantly above average due to the number of calls or major fires (Orange factory, Bernardston restaurant). A major purchase was made in early May based on the then current rate of payroll costs and a projected availability of funds. When the call volume went up, payroll costs went up, and there was no longer an availability of funds. \$1,178.89 to be transferred from the EMD budget and \$1,528.59 from Property Insurance.
3. Snow & Ice - \$19,830.96 total deficit. The shortfall was caused partly by a \$9,200 expense for a drop-in sander for the 10-wheeler (needed because the truck ordered last July wasn't going to arrive in time for the 21-22 winter), partly by higher-than-budgeted costs (approx. \$9,000) for sand & salt, and partly by higher-than-budgeted payroll because of the number of nuisance storms and times the roads needed to be treated for icy conditions (approx. \$2,000). \$15,840.62 to be transferred from the Town Administrator budget (unspent salary for vacant Assistant position), \$1,000 from the Legal budget, and \$2,990.34 from the Town Hall/Riverside operations budget.

Sandy made a motion, seconded by Tupper, to approve the year-end transfers as presented. The motion was approved by a unanimous (3-0) roll call vote. Randy made a motion, seconded by Greg, to approve the year-end transfers as presented. The motion was approved by a unanimous (3-0) roll call vote.

Kickoff Meeting for FY24 Budget Process: The Selectboard and Finance Committee agreed to start the FY24 budget process with a meeting on Monday, October 17<sup>th</sup> at 5:30 PM. Key agenda items for the meeting will be to develop a timeline and select dates for the budget process, and to discuss possible guidelines for departments to use when building their budget requests.

Randy and Tupper agreed to meet offline in the coming months to brainstorm strategies to address the significant amount of additional funds needed by the Highway Department in order to ensure proper maintenance and preservation of the Town's roads.

*Minutes respectfully submitted by Ray Purington, Town Administrator*

*Signed copy on file. Approved on 08/01/2022*

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Randy Crochier, Selectboard Clerk

Adopted by the Finance Committee in lieu of separate Finance Committee minutes on \_\_\_\_\_.

### **From the Summer 2022 Newsletter:**

Early voting by mail has returned to Massachusetts, and the Town Clerk has Vote by Mail applications. To get your application contact the Town Clerk, 413-863-8103. Applications can also be obtained at [www.sec.state.ma.us](http://www.sec.state.ma.us) Follow the prompts for Voting, Early Voting, and Vote by Mail. The State will also be mailing out applications to Vote by Mail, which you may have already received.

If you choose to vote by mail be sure you check the election options, i.e. All Elections, Primary Election 9/6/2022, or State Election 11/8/2022. Also, if you are voting in the State Primary and are an unenrolled voter you must check Democrat or Republican to receive the correct ballot. If you do not wish to choose the Vote by Mail option, there will also be the opportunity to vote early in person at the Town Hall. Dates are listed below. The last days you may register to vote for the State Primary Election and State Mid-Term Election are also listed below. Please follow all the instructions on the application and your ballot when you receive them. You may also vote in person on Election Day upstairs at the Town Hall, 7 a.m. to 8 p.m.

#### **State Primary: Tuesday, September 6th, 7 a.m. – 8 p.m.**

- Last Day to register to Vote for the Primary: August 27th
- In-Person Early Voting Dates: Sat. August 27th thru Thur. September 1st
- Vote-By-Mail Applications due at Town Clerk's Office on Mon. Aug. 29th by 5PM

#### **Early Voting Schedule State Primary**

**\*Saturday, August 27: 9AM-11AM and 3PM-5PM** (Last day to Register to Vote)

Sunday, August 28: No Early Voting

Monday, August 29: 12PM-2PM

Tuesday, August 30: 12PM-2PM

Wednesday, August 31: 12PM-2PM

Thursday, September 1: 4PM-6PM

Friday, September 2: by appointment only (863-8103)

**State Mid-Term Election: Tues., November 8th, in-person voting 7 a.m.-8 p.m.**

- Last Day to register to vote for the Mid-Term Election: October 29th
- In-Person Early Voting Dates: Sat. October 22nd thru Thur. November 3rd
- Vote-By-Mail Application due at Town Clerk's Office on Tues. Nov. 1st at 5 p.m.

**Early Voting Schedule State Mid-Term Election**

Saturday, October 22: 11AM-3PM

Sunday, October 23: No Early Voting

Monday, October 24: 12PM-2PM

Tuesday, October 25: 12PM-2PM

Wednesday, October 26: 12PM-2PM

Thursday, October 27: 4PM-6PM

Friday, October 28: by appointment only (863-8103)

**\*Saturday, October 29: 9AM-11AM and 3PM-5PM** (Last day to Register to Vote)

Sunday, October 30: No Early Voting

Monday, October 31: 12PM-2PM

Tuesday, November 1: 12PM-2PM

Wednesday, November 2: 12PM-2PM

Thursday, November 3: 4PM-6PM

Friday, November 4: by appointment only (863-8103)

All early voting times are subject to change.

# FIREMATIC SUPPLY CO., INC.

10 Ramsay Road Shirley, NY 11967-4704  
Phone: (631) 924-3181 + FAX: (631) 924-5202  
SGarland@firematic.com  
WebSite: www.firematic.com

## Quote



DATE	PAGE
7/19/2022	1

QUOTE NUMBER
QT100788

EXPIRE DATE
8/18/2022

Quoted  
To

CHIEF WILLIAM KIMBALL  
GILL FIRE DEPT  
196 MAIN ROAD  
GILL, MA 01354

Ship  
To

GILL FIRE DEPT  
196 MAIN ROAD  
GILL, MA 01354

CUSTOMER NO.
3049

CONTRACT NO.
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PHONE NO.
(413)863-8955

SALESPERSON
SCOTT GARLAND

CUSTOMER PO. NO.
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LINE NO.	ITEM NUMBER	DESCRIPTION	QTY ORDERED	UNIT PRICE	EXTENDED PRICE
1	AKR7982X6X4STZ	REVOLUTION INTAKE VALVE, 4"STZ INTAKE, 6" NH LH DISCHARGE WITH 30 DEGREE ELBOW	1	1,715.00	1,715.00
2	03XXXX	INTAKE DRAIN VALVE OPTIONAL DRAIN VALVE RECOMMENDED FOR NEW ENGLAND COLD WEATHER ENVIRONMENT	1	58.00	58.00
3	HARHBC40US	4" STORZ CAP W/CABLE CLEAR JACKET 4" STORZ CAP WITH CLEAR POLY TAIL	1	97.00	97.00
4	FREIGHT IN	FREIGHT FROM MANUFACTURER TO BE DETERMINED	1	0.00	0.00

Comments

Amount  
By:

1,870.00  
SCOTT GARLAND







# *Gill Fire Department*

196A MAIN ROAD • GILL, MA 01354-1805 • (413) 863-8955 • FAX: (413) 863-0126

July 21, 2022

Gill Selectboard:

On July 21, 2022 the Gill Fire Department Board of Engineers approved for appointment to the Gill Fire Department the following name.

Firefighter:

Christopher Hample

Fire Chief

Gene Beaubien





# TOWN OF GILL FIRE DEPARTMENT

## APPLICATION FOR EMPLOYMENT



Date: 7-11-22

### Personal Information:

Name: Christopher Hample

Home Phone: \_\_\_\_\_

Address: 39 Grove St Greenfield Ma  
(No. Street / City / State)

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_

Are you eighteen (18) years of age or older? ☒ Yes ☐ No

Do you have a valid Massachusetts Driver's License? ☒ Yes ☐ No List state, number, expiration date, and type/endorsement: \_\_\_\_\_

### Education and Training:

Name/Location	Course of Study	Years Completed	Degree
High School: <u>Long Lake Central</u>	<u>NYS Regent Diploma</u>	<u>4</u>	
College: <u>Johnson &amp; Wales U</u>	<u>Culinary Arts</u>	<u>2</u>	<u>AAS</u>

Please list any information regarding your qualifications, skills, and experience in FIRE/EMS positions such as licenses, trainings, certifications, etc. Include copies of all certificates if possible.

EVOC Pump Ops Basic Essentials FF1 Refresher

Ice Water Rescue

### Employment History:

Present employer: Field Services

Address: 27 Industrial Blvd Turners Falls

Supervisor: Allen Smith

Telephone: \_\_\_\_\_

Position Title and Duties: Driver

Reason For Leaving: \_\_\_\_\_

Dates of Employment: Feb 19 - Present

Past Employer: Town of Long Lake Highway

Address: Dowland Rd Long Lake NY 12847

Supervisor: Chip Furr

Telephone: \_\_\_\_\_

Position Title and Duties: MEC

Reason For Leaving: Moved out of town

Dates of Employment: 11-05 - 2-19

Past Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Telephone: \_\_\_\_\_

Position Title and Duties: \_\_\_\_\_

Reason For Leaving: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

May we contact the employers listed above? ☐ Yes ☐ No If no, indicate which: \_\_\_\_\_



**Please Read And Complete Carefully:**

- 1 If hired, can you provide proof of citizenship and legal right to work? ☒ Yes ☐ No
- 2 Have you ever been fired or asked to resign from any job? If yes, please list employer, date, and reason below. ☐ Yes ☒ No
- 3 Is there any reason that you could not adequately perform the essential duties of the position for which you have applied? ☐ Yes ☒ No
- 4 Have you been cited for any moving violations in the last three years? ☐ Yes ☒ No
- 5 Have you had any motor vehicle accidents in the last three years? ☐ Yes ☒ No
- 6 Has your driver's license ever been suspended, revoked, denied, or canceled? ☐ Yes ☒ No
- 7 Has your medical certification (EMTs) ever been investigated, suspended, or revoked? ☐ Yes ☒ No

Explain in full detail all "Yes" answers below (other than #1 above).

Are you currently charged with or have you ever been convicted of a felony? (Include any finding or plea of guilt.) If yes, provide a detailed description including dates, locations, charges, and disposition. Additional documentation may be necessary.

NO

**Additional Information:**

Briefly describe why you wish to become a member of this department.

I served as a Vol Firefighter for 16 yrs in NY I miss the Connection and Brotherhood

Please provide at least three (3) professional/work-related references to whom you are not related.

	Name	Employment/Job Title	Contact Number
1	Allen Smith	Driver	413 775 3628
2	John Rocca	Driver	413 522 3231
3	John Walker	My Former Asst Chief	518 304 3727

You may provide any other information that you feel is relevant to the review of your application.

I certify that all information provided in this application is true and complete. I understand that any false information or omission may disqualify me from further consideration and may result in my immediate dismissal if discovered at a later date.

I authorize the investigation of any or all statements contained in this application and also authorize and hold exempt any person, school, current and past employers (except as previously noted), and organizations from any legal liability in making such statements. I hereby fully waive any rights or claims I have or may have against all current and/or former employers and their agents, employees, and representatives, and damages that may directly or indirectly result from the use, disclosure or release of any information by any person or party, whether such information is favorable or unfavorable to me. I further waive any claim against the Town of Gill, the Gill Fire Department and its agents and representatives, and any outside agency utilized by the Town of Gill or the Gill Fire Department as a result of any information which is obtained in this investigation.

I understand that this application or subsequent employment does not create a contract of employment nor guarantee employment for any definite period of time. If accepted for employment, I understand that I have been hired at the will of the Town of Gill and the Gill Fire Department and my employment may be terminated at any time with or without cause and with or without notice, at the option of the employer or myself.

*The Town of Gill is an Equal Opportunity employer.*

Signature: \_\_\_\_\_

Date: 2-11-22

## Ray Purington/Gill Selectboard

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**From:** Johnson, Stephanie <Stephanie.Johnson@baystatehealth.org>  
**Sent:** Wednesday, July 27, 2022 6:44 PM  
**To:** 'administrator@gillmass.org'  
**Subject:** Wheeling for Healing - Use of Safety Complex

Hi Ray,

I hope you're well. I just realized July is over and I never asked to be on the agenda for the next select board meeting – I hope it's not too late!

The 15<sup>th</sup> annual Wheeling for Healing Ride, Walk, Run will be held on Sunday, August 12, 2021 and we would like to once again ask the Select board for permission to use the back area of the Public Service Complex as a water stop. The area would be used for approximately 2 hours (9:00 am- 11:00 am) by approximately 50 cyclists. As we have in the past, we will use any area designated by your staff so we do not impede traffic and would take all trash off the site. We would also have a "sani-can" placed at your discretion, as we have in past years.

We are so grateful to you and the select board for all your help in the past. Please let me know if this will be possible again this year, and if there's anything else you need from me.

Looking forward to hearing from you,

Stephanie

### Stephanie Johnson

Fundraising Events Manager  
Baystate Health Foundation  
280 Chestnut Street, Springfield, MA 01199  
Telephone: 413-794-7853  
[baystatehealth.org](http://baystatehealth.org)

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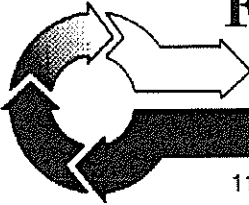
Please view our annual report at <http://www.bhannualreport.org>

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REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

## FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF GILL

This MEMORANDUM OF UNDERSTANDING is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the TOWN OF GILL, municipal corporation of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the following conditions:

1. There will be a regional household hazardous waste collection event on Saturday, September 24, 2022.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon administrative expenses, the number of participants from the town, and the volume of hazardous waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF GILL AND THE FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

TOWN OF GILL

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

FRANKLIN COUNTY SOLID WASTE  
MANAGEMENT DISTRICT

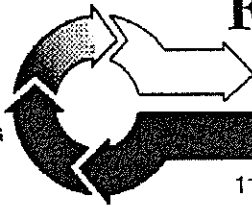
  
Chris Boutwell, Acting Chair

070722

\_\_\_\_\_  
Date



REDUCTION  
RECYCLING  
COMPOSTING  
DISPOSAL



# Franklin County Solid Waste Management District

117 Main Street., 2<sup>nd</sup> Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786  
[www.franklincountywastedistrict.org](http://www.franklincountywastedistrict.org) • [info@franklincountywastedistrict.org](mailto:info@franklincountywastedistrict.org)

## Attachment A

### FY23 household hazardous waste budgets

TOWN	HHW Budget
Athol	\$2,200
Bernardston	\$ 900
Buckland	\$ 950
Charlemont	\$ 400
Colrain	\$2,100
Conway	\$ 500
Deerfield	\$4,000
Erving	\$1,000
Gill	\$1,050
Hawley	\$ 156
Heath	\$1,200
Leverett	\$1,015
Montague	\$5,500
New Salem	\$1,000
Northfield	\$3200
Orange	\$2,000
Petersham	\$1,000
Phillipston	\$ 800
Rowe	\$ 500
Royalston	\$ 500
Shelburne	\$2,474
Warwick	\$ 800
Wendell	\$1,000
Whately	\$1,200

## Ray Purington/Gill Selectboard

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**From:** Chris Couture <cooch1458@gmail.com>  
**Sent:** Wednesday, July 20, 2022 6:53 AM  
**To:** administrator@gillmass.org  
**Subject:** speed limit signs

To Ray Perrington

I would like you to consider thickly settled or 25-30 MPH signs on the East end of Mountain Rd. It has been a raceway for years now that it is paved all the way over the top. I have spoken to the Police Chief about this problem and others have been complaining. There are two sign posts in place already that say Blind Person Area that was put in for my father and he has been gone for 7 years. A lot of people walk this and there are a number of blind driveways. No exegation people drive by my house in either direction in excess of 50MPH. Please consider this before someone gets hit. Chris Couture, 28 Mountain Road



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# Commonwealth of Massachusetts

## Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN  
SHERIFF



LORI M. STREETER  
SUPERINTENDENT

### Agreement by and between the Franklin County Sheriff's Office and the Town of \_\_\_\_\_

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## Regional Dog Shelter Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the Town of \_\_\_\_\_ (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of **FY 23 through FY 26** for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "**Parties**".

### Section 1A Regional Dog Shelter Services – Responsibilities of the Sheriff's Office

The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

- A. Employ a Regional Dog Shelter Director. Said Director must be a Deputy Sheriff and certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program Director will, among other duties, work with Animal Control Officers and other Law Enforcement entities, maintain safety and wellbeing of the Shelter dogs, recruit volunteers, work with minimum security prisoners, conduct community outreach, place dogs needing adoption, return stray dogs to owners, seek grants, and solicit food and other material donations;
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance

under this Agreement and hold annual meeting for all interested parties.

### **Section 1B Regional Dog Shelter Services – Law Enforcement and Legal Cases**

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1);**
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for case dog(s) shall not be more then \$50.00 per day, per dog.

### **Section 2A Regional Dog Shelter Services – Responsibilities of Each Municipality**

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

- A. Handle dead dogs;
- B. Handle neighborhood disputes involving dog complaints;
- C. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- D. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case. The Shelter will be updated on any and all legal activity by the Law Enforcement entity involved;
- E. All reported bites will be investigated by Law Enforcement; Municipal Animal Inspectors will order quarantine of biting dogs pursuant to State guidelines;
- F. Appear in court in connection with any criminal enforcement or civil hearing;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff's Office.

### **Section 2B Regional Dog Shelter Services – Law Enforcement and Legal Cases**

- A. Dogs that enter the Shelter deemed by the town or court as 'dangerous dog' or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1);**
- C. For 'cruelty' cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for dog(s) shall not be more than \$50.00 per day, per dog;
- E. In the event that the arresting authority needs to place a dog(s) at the Shelter as a result of an arrest an owner, the authority will provide the owner with the Shelter's information to reclaim the dog(s). **(See Attachments # 2a & 2b).**
- F. The FCSO Regional Dog Shelter is a short-term holding facility. After ten (10) Days, the town shall be responsible for finding alternative housing for the dog(s). Following the conclusion of day 10, the town may be invoiced for the daily care of the dog(s) at an amount of not more

than \$50.00 per day, per dog.

### **Section 3 Consideration**

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's Office will retain all fees paid directly to the Regional Dog Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.
- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Shelter. The annual municipality assessment for the term covered by this agreement will be as follows:
  - I. Population under 2000 - \$350
  - II. Population between 2000 and 4,999 - \$500
  - III. Population between 5000 and 9,999 - \$800
  - IV. Population 10,000 and over - \$1,250

### **Section 4 Agreement**

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

## **Section 5 Term**

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

## **Section 6 Termination and Default**

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

## **Section 7 Indemnification**

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

## **Section 8 Dispute Settlement**

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

## Section 9 Notices

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

Franklin County Sheriff's Office  
ATTN: Gabi Trudeau  
10 Sandy Lane  
Turners Falls, MA 01376

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

\_\_\_\_\_  
Christopher J. Donelan, Sheriff

Town of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

# Commonwealth of Massachusetts

## Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN  
SHERIFF



LORI M. STREETER  
SUPERINTENDENT

### **Memorandum of Understanding** **Police Department and FCSO Regional Dog Shelter**

1. The dog identified as \_\_\_\_\_  
(herein referred to as “\_\_\_\_\_” has been placed at the Franklin County Sheriff’s  
Office Regional Dog Shelter (herein referred to as “FCSO Regional Dog Shelter”) by the  
\_\_\_\_\_ Police Department (herein referred to as “Police Department”)  
as a result of an animal cruelty police/Court case (Case No. \_\_\_\_\_).
2. The Police Department understands that they are the authority who maintains the  
responsibility for the dog until the criminal case is resolved through the Judicial Court  
System.
3. A daily fee of up to \$50.00 per dog shall be assessed for the housing and care of a dog(s)  
placed in the shelter, as defined in section 2B of the Regional Dog Shelter Services  
Contract. This fee is in addition to any medical and urgent vet care for the dog may  
require.
4. The health condition of the seized dog may require emergency or urgent medical care.  
Additional costs can also include, but not limited to, follow-up medical care, special diet  
and special care needs.
5. The Shelter recommends that the Town and/or District Attorney’s Office request a  
security bond from the dog owner at the time of arraignment in District Court to cover the  
cost of boarding and medical care. In the event that this does not occur, the Town may be  
required to compensate the Shelter for the expenses which are accrued.
6. At any time, the Town may make alternative arrangements for the care of the seized dog.
7. The Police Department is aware and will assist in the general practice of the FCSO  
Regional Dog Shelter to place dogs in a foster home setting when the dog’s medical,  
social and/or behavioral needs would be better met in a home environment.
8. That the Police Department is responsible for placing this dog into a long term  
charge/care and custody boarding situation or a suitable foster home for the duration of  
the court case. The FCSO Regional Dog Shelter is a short term stay facility and is not  
designed for long term charge/care custody cases

9. The FCSO maintains responsibility for the food and daily care of the dog(s) while placed with the Shelter.
10. Nothing in this Memorandum of Understanding shall, in any manner, be considered to alter the existing Regional Dog Control Services Agreement between the \_\_\_\_\_ and the FCSO Regional Dog Shelter.

The Police Department, of the \_\_\_\_\_, acknowledges that they are aware of the above understanding of FCSO placement resources and services.

\_\_\_\_\_  
*Name/ Title*  
*Police Department*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name/ Title*  
*FCSO Regional Dog Shelter*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



## Transportation of Domestic Animal by Police or ACO

Date: \_\_\_\_\_ Arrest \_\_\_\_\_ Medical \_\_\_\_\_ Other: \_\_\_\_\_

**NOTICE: Your dog has been transported by the police or Animal Control Officer(ACO) to the FRANKLIN COUNTY REGIONAL DOG SHELTER, 10 Sandy Lane, Turners Falls, MA 01376, Phone (413) 676-9182  
Hours of Operation: Mon-Thurs: 9:00 am – 2:00 pm/Fri & Sat: 9:00 am –1:00 pm**

- 1) There is a \$20.00 per day charge for boarding. Extra charges will apply for aggressive or medical needs for the dog.
- 2) All dogs must be up to date on rabies shots and current dog license/registration **before** being picked up by owner. Please bring proof of immunization and license.
- 3) **DOG INFORMATION:**

Name of Dog	Sex	Breed	Color	Weight	

Are there any special concerns about your dog the Shelter needs to know about? (i.e. medical conditions, food allergies, etc.) If so, please explain:

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Is the dog aggressive: \_\_\_Yes \_\_\_No Explain: \_\_\_\_\_

### 4) **DISPOSITION OF UNCLAIMED DOGS:**

**Any dog which has been impounded and transported to the Franklin County Regional Dog Shelter by the police officer or Animal Control Officer that has not been reclaimed within 7 days will become the property of the Shelter.**

\_\_\_\_\_  
Owner of Dog/Caretaker Signature

\_\_\_\_\_  
Name of Officer Requesting Transport

\_\_\_\_\_  
Animal Control Officer





## **Fact Sheet for Dog Shelter Care for dogs whose owners are incarcerated at the Franklin County Jail**

**If your dog was transported to the Franklin County Sheriff's Office Regional Dog Shelter by Law Enforcement or the Animal Control Officer, arrangements need to be made for the continued care of the dog.**

- There is a \$20.00 per day charge for boarding. Extra charges will apply for aggressive dogs, or to cover the cost of urgent medical needs of the dog.
- All dogs must be up to date on rabies shots and current dog license/registration **before** the dog can be picked up from the Shelter. Proof of immunization and a current dog license needs to be presented to the Shelter.
- If you have identified another person to care for the dog, arrangements need to be made directly with the Shelter Staff so that the dog can be released.
- **Disposition of Unclaimed Dogs:**  
**Any dog which has been impounded and transported to the Franklin County Sheriff's Office Regional Dog Shelter by a Law Enforcement Officer or Animal Control Officer that has not been reclaimed within 7 days will become the property of the Shelter, unless alternative arrangements are made with the Shelter Director for the care of the dog.**

This information was presented to \_\_\_\_\_

on (date)\_\_\_\_\_.

\_\_\_\_\_  
Owner of the Dog

\_\_\_\_\_  
FCSO Personnel

# Commonwealth of Massachusetts

## Office of the Sheriff

FRANKLIN COUNTY

CHRISTOPHER J. DONELAN  
SHERIFF



LORI M. STREETER  
SUPERINTENDENT

**Agreement by and between  
The  
Franklin County Sheriff's Office  
and the  
Town of \_\_\_\_\_**

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### **Regional Animal Control Services**

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**FCSO**") and the Town of \_\_\_\_\_ (hereafter the "**Town**"), covers the provision of animal control services as detailed in the following agreement for the period of **FY 23 - 26**, for the Town. Collectively, the FCSO and the Municipality are referred to as the "**Parties**".

#### **Section 1 Regional Animal Control Services – Responsibilities of the FCSO**

The FCSO shall provide the following general administrative and support services:

- A. Pursuant to Chapter 140 Section 157, et seq., employ, supervise and ensure adequate training of a regional Animal Control Officer and any future necessary personnel to perform the services required by this Agreement. Said employee(s) must be certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. See attached job description for a list of the duties of the position, which include:
  - I. Handle neighborhood disputes involving animal complaints;
  - II. Investigate all reported bites, work with Animal Inspector to order quarantine of biting domestic animals pursuant to State guidelines; and perform such duties as are necessary on a live biting animal or carcass, to prepare and deliver it for rabies testing;
  - III. Investigate any animal cruelty, abandonment, or protective custody cases in the Municipality in conjunction with law enforcement such as MSPCA and/or local police; criminal cases are required by law to be enforced by the police.
  - IV. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case.
  - V. Coordinate with law enforcement on the investigation of all reported bites;

VI. Appear in court in connection with any criminal enforcement or civil hearing;

VII. Investigate dog license non-renewals;

VIII. Establish a regular working schedule and backup system with member Towns;

IX. All stray dogs will be transported to FCSO Dog Shelter.

- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such services and in provision of all other services set forth herein.
- C. Maintain office space, a van, a laptop, and a cell phone for the Regional ACO. The FCSO shall maintain all field equipment in good repair and maintain all current licenses and registrations required by State law.
- D. Convene a Regional Animal Control Advisory Committee (hereafter the "Advisory Committee") at a minimum of once per year. The Selectboard of each participating Town will designate one representative and one alternate from the Town to the Advisory Committee (see below).
- E. Continue to provide the licensed kennel and adoption services.
- F. Collect and report calls and fees from each Town.
- G. Collect an annual assessment from each Town according to the agreed upon cost-sharing formula.
- H. Provide the Town with annual reports concerning the FCSO's performance under this Agreement.
- I. As provided by MGL Chapter 40, 4A, all agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received the performance of regular audits of such records provisions for officers responsible for the agreement to give appropriate performance bonds periodic financial statements be issued to all participants.
- J. Review any requests by new Towns interested in joining the program.
- K. Other duties not provided by Town, as necessary.

## **Section 2 Regional Animal Control Services – Responsibilities of Each Town**

The Town shall provide animal -related services not provided by the FCSO that include, but are not limited to, the following:

- A. Appoint a representative and alternate to the Regional Animal Control Advisory Committee from either the Select Board or Town Administrator/Coordinator. If the representative is not a member of either, they should regularly update the Select Board and Town Coordinator.
- B. Appoint a representative who is able to be contacted 24/7 in the event of an emergency that requires Town authorization for action (hoarding case, animal abuse investigation).
- C. Provide and administer municipal dog licenses and collect related fees and fines.
- D. Provide the FCSO with up to date information on dog licenses in Town (including name, phone number, address, dog breed, and any other information available) exported in Excel by the 3rd week of April each year.
- E. Provide the Regional ACO with email and phone contact information for the Town Coordinator, Police, Emergency Management Director, Animal Inspector and Fence Viewer each year after elections/appointments.
- F. Work with the state to appoint an Animal Inspector. Municipal Animal Inspectors will order quarantine of biting domestic animals pursuant to State guidelines.
- G. Handle dead domestic animals.
- H. Provide police staffing for any criminal investigations and/or charges. The ACO will be updated on any and all legal activity by the Law Enforcement entity involved.

## **Section 3 Regional Animal Control Advisory Committee**

- A. Each municipality's Selectboard will designate one representative and one alternate to the Advisory Committee.
- B. The Committee shall elect a Chair at its first meeting, who shall set the agenda for the Committee with the FCSO Shelter Director and Animal Control Officer.
- C. The FCSO shall convene the Advisory Committee at least once per year.
- D. The Committee shall comply with the MA Open Meeting Law and its agenda shall be posted on the FCSO website.
- E. The Committee will be tasked to address current issues in the program and make recommendations to the ACO and the Shelter Director.
- F. The Committee will be tasked to approve budget set by the FCSO.

- G. The Committee will be tasked to approve and annually review assessment formula set by the FCSO.
- H. For the purposes of meetings, a quorum of the Committee shall be 4. Decisions shall be made by a majority of the members present at the time of the meeting, unless otherwise required by law.
- I. The Committee will vote on any requests from Towns to join the program, if and when the requests are approved by FCSO.

#### **Section 4 Consideration**

- A. In consideration for the FCSO performance of the duties listed herein, the FCSO will retain all fees paid directly to the Regional Shelter.
- B. An annual assessment will be billed to member Towns based on the following cost-sharing formula: Member Towns shall cover 75% of the salary of the ACO, including a 15% administrative charge. Costs shall be shared as follows: 25% by Equalized Value using the most recent numbers published by the state, 75% by human population in the most recent federal Census.

#### **Section 5 Agreement**

- A. This agreement may be amended in whole or in part by mutual agreement by the FCSO and the Town.
- B. It is the intention of the parties that the relationship of the FCSO to the Town in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the FCSO as a partner, joint venture, agent or employee of the Town. The FCSO, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the FCSO employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The FCSO and the Town shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard, as appropriate.
- D. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall

confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

- E. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision so long as the agreement continues to reflect the intent of the parties at signing.
- F. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws and principles and any cause of action brought pursuant to this agreement shall be brought in the courts of Franklin County, Massachusetts.

## **Section 6 Term**

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

## **Section 7 Termination and Default**

- G. Any party may terminate its participation in this Agreement at the end of any fiscal year, as provided in M.G.I. c. 40, section 4A, so long as at least one year before its termination, it gives written notice to all remaining parties.
- H. If, at any time during the term of the Agreement, the FCSO, in the reasonable discretion of the Town: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Town shall have the right to terminate the Agreement upon written notice to the FCSO.

## **Section 8 Indemnification**

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

## **Section 9 Dispute Settlement**

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

#### **Section 10 Notices**

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

##### **FCSO Contact Info**

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Franklin County Sheriff's Office  
Attn: Contract Manager  
10 Sand Lane  
Turners Falls, Ma 01376

##### **Town Contact Info**

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Town of \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_, MA \_\_\_\_\_

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

Franklin County Sheriff's Office

Town of \_\_\_\_\_

\_\_\_\_\_  
Christopher J. Donelan, Sheriff

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_