



# **SELECTBOARD AGENDA & MEETING NOTICE**

**Mon., December 19, 2022**

\*\*\*Indicates item added after the 48 hour posting

**bold underlined** time = invited guest or advertised hearing  
(all other times are approximate)

Location: 2<sup>nd</sup> floor of Town Hall, 325 Main Road, Gill

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)

**5:30 PM Mass in Motion Program – Rachel Stoler, FRCOG & Meg Ryan FRCOG/CPHS**

- Overview of Mass in Motion & how it will support Franklin County towns
- Share Gill's data from the regional age-and dementia friendly assessment
- Describe funding available to towns to compensate residents for participating in Mass in Motion Age-friendly planning and explain expectations for participation
- Determine which people or groups from Gill will participate in the Mass in Motion Age-friendly planning process

**6:00 PM Municipal Vulnerability Preparedness (MVP) Program – Andrew Smith, Regional Coordinator**

- Explanation of the MVP grant program that provides support for communities in Massachusetts to begin the process of planning for climate change resiliency and implementing priority projects. Information about eligibility and application process for MVP Planning Grants and MVP Action Grants

Old Business

- Review of Minutes from 8/29/22 & 9/12/22 & 9/26/22 & 10/11/22 & 11/21/22 & 12/5/22
- Update on Green Communities Grant Application for Mini-Splits at Public Safety Complex

New Business

- Discussion & vote on changes to dog license fees as proposed by the Town Clerk
- Mass Broadband Institute's (MBI) Municipal Digital Equity Planning Program
  - Invitation from Northfield to join in a multi-town partnership
- Speed Feedback and School Zone Speed Limit Signs – Grant opportunity through MassDOT's Safe Routes to Schools Program (application deadline 1/16/23)
- Car Dealer License Renewals for 2023: Arrow Auto Sales and Town Line Auto
- Food Concession Trailer License Renewal for 2023: Cielito Lindo
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
  - Reminder – Special Town Meeting on Wednesday, Dec 21<sup>st</sup> @ 7 PM
  - Fred W. Wells Fund Scholarship Applications now available at Town Hall
- Warrants  
FY23 # 12 Vendors (\$38,700.51) & Payroll (\$29,931.99) – reviewed & signed on 12/05/22  
FY23 # 13 – review & sign

Adjournment

**Other Invitations/Meetings:**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Sun 1/1		New Year's Day	
Mon 1/2		New Year's Holiday	
Tues 1/3	5:30 PM	Selectboard Meeting	Gill Town Hall, 2 <sup>nd</sup> floor
Mon 1/16		Martin Luther King Day Holiday	
Tues 1/17	5:30 PM	Selectboard Meeting	Gill Town Hall, 2 <sup>nd</sup> floor

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**The TOWN OF Gill**  
**AND**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
**for Mass in Motion Age-friendly Planning**

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is by and between the Town of Gill, Massachusetts (hereinafter referred to as the “Town”), having a usual place of business at 325 Main Road, Gill, MA 01354, and the Franklin Regional Council of Governments, hereinafter called ‘FRCOG”, doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of December 19, 2022.

Whereas the FRCOG proposes to engage the Town for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT OF THE TOWN**

The FRCOG hereby engages the Town and the Town hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The FRCOG may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the FRCOG to the Town that the Agreement or any portion thereof is to be terminated, the Town shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Town and shall transmit the same to the FRCOG on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The Town shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

**ARTICLE 2 – SCOPE OF SERVICES of THE TOWN**

1. Hold initial meeting with the FRCOG and at minimum Selectboard November/December 2022.
2. Convene small work group to work with FRCOG staff to set local age and dementia friendly community priorities. Up to \$4,230 is available to the town annually through this MOU. In Year One the funds should be used to support the planning process: Allowable costs include:
  - hiring an “age-friendly champion” from the town who will convene the workgroup throughout the planning process
  - expenses for food, childcare, travel for meetings or trainings and can be expended in the form of vouchers, as long as any of these do not offer cashback options
  - expenses for meeting support including equipment, meeting space, translation, technology and tech support.

Work group may include the Selectboard, Council on Aging, older adults, Board of Health, Public Library, Planning Board. We are especially interested in the participation of anyone with lived experience of disability.

- a. Review regional needs assessment data specific to Gill (December 2022/January 2023)
- b. Attend regional health equity training to ensure that strategies developed for the town support the neediest residents. (February 2023)

February-June 2023 (and into FY'24 under amended MOU as needed)

- c. Answer additional questions about needs in the town not already included in regional needs assessment.
- d. Identify priority issues for making the town more age and dementia-friendly, including identifying root causes of those issues.
- e. Identify strategies to address priority issues
- f. Identify who is responsible for implementing strategy(ies).
- g. With support of FRCOG, identify resources to support implementation of strategy(ies).

**DELIVERABLES:** Convene workgroup, meet at least twice, identify priority issues and root causes, strategies to address priorities, who will implement priorities, and resources to support implementation.

The Town shall perform the professional services in accordance with this Agreement. The Town shall receive prior approval from the FRCOG for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Town is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of FRCOG and any work performed without the prior written agreement of the FRCOG, shall not be considered as work under this Agreement and payment for such work will not be allowed. The Town shall complete all work as specified in this Article.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from Agreement signing through June 30, 2023. This Agreement may be extended by mutual written consent of the parties.

### **ARTICLE 4 RESPONSIBILITIES OF THE FRCOG**

FRCOG staff will provide guidance and support to Town throughout the planning process and with the identification of resources to support implementation.

FRCOG staff, through Mass in Motion, will provide free training on health equity and will share other training opportunities as they become available.

FRCOG will provide up to \$4230 annually to support Town's planning and implementation. In Year One these funds should be used to enable community engagement in the town priority setting process. Future years can be spent on implementation.

### **ARTICLE 5 PAYMENTS**

The Town shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the Town. Invoices should document periods or dates of service, staffing, hourly rates and description of services rendered. Backup invoices must be attached for reimbursement of any direct costs. We cannot reimburse for sales tax.

The final invoice for this project shall be submitted to the FRCOG no later than July 10, 2023.

The amount to be paid to the Town in this Agreement shall in no event exceed **\$4,230.**

The FRCOG prefers to pay vendors by Electronic Funds Transfer (EFT) and will require completion of an enrollment form for direct payment of invoiced amounts to the Town's bank account with the signed contract.

### **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, creative materials and other information prepared by the Town under this

Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All material produced under the terms of this Agreement is public property and cannot be copyrighted.

#### **ARTICLE 7 SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

#### **ARTICLE 8 AMENDMENTS**

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

#### **ARTICLE 9 ASSIGNABILITY**

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 services required herein, without said written consent of the FRCOG.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the 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 FRCOG or the Town, whether such interest is direct or indirect. 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.

#### **ARTICLE 11 NON DISCRIMINATION**

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.

## **ARTICLE 12 INDEMNITY 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 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 the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

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

The Town shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

## **ARTICLE 13 FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **ARTICLE 14 GOVERNING LAW**

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

**ARTICLE 15 – VIOLATION OF LAW**

The Town shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.

**ARTICLE 16 – AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of grant funds and the continued availability of any other funds anticipated or earmarked for the work hereunder.

**ARTICLE 17: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

**ARTICLE 18- - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF Gill:

_____	_____
NAME	Signature Date
TITLE	

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

_____	_____
Linda Dunlavy	Signature Date
Executive Director	

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to

programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org) .

For FRCOG Use Only

Contract Reviewed by Finance: \_cem, 11/9/22\_\_\_\_\_ Grant Line # 04-373\_\_\_\_\_  
Initial

## Ray Purington/Gill Selectboard

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**From:** Mallory Sullivan <GrantDevelopmentDirector@NorthfieldMA.gov>  
**Sent:** Thursday, December 15, 2022 2:32 PM  
**To:** administrator@gillmass.org; bos@townofbernardston.org; admin@erving-ma.org  
**Cc:** Andrea Llamas  
**Subject:** Mass Broadband Institute Planning Grant

Hello Bryan, Lou, and Ray,

I'm Northfield's new grant development director. I attended the Mass Broadband Institute's webinar on the Municipal Digital Equity Planning Program and I'm reaching out to gauge your communities' interest in applying as a multi-town partnership.

Northfield is interested in applying to work with one of MBI's consultants to develop a digital equity plan, and we think it would be beneficial to participate with others in Franklin County. Some of the benefits of participation include gaining improved understanding of access to internet infrastructure, knowledge and skills, and affordability; developing an inventory of key assets related to internet infrastructure; and creating a framework for guiding future decision-making and investment, and activities to increase access and usage of internet. The program's stated goals are:

1. Guide municipal decision-making and investments that will increase access, adoption, and usage of the internet for the populations most impacted by the COVID-19 pandemic.
2. Prepare municipalities to submit grant proposals to existing or forthcoming state or federal programs to support digital equity activities.

To participate, a designated staff or elected representative must be determined for each town, and the commitment is for a period of 6-8 months (approx. 3/1/23-9/30/23). If interested, please let us know by 12/23 and we can begin assembling the application to submit. Additional information can be found here:

<https://broadband.masstech.org/municipal-digital-equity-planning-program>

Sincerely,  
Mallory

### **Mallory Sullivan**

Grant Development Director

Town of Northfield

[GrantDevelopmentDirector@NorthfieldMA.gov](mailto:GrantDevelopmentDirector@NorthfieldMA.gov)

413-498-2901 ext. 111



Virus-free. [www.avg.com](http://www.avg.com)

## Ray Purington/Gill Selectboard

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**From:** John Miner / Gill Highway Superintendent <highway@gillmass.org>  
**Sent:** Wednesday, December 14, 2022 8:25 AM  
**To:** administrator@gillmass.org; policedept@gillmass.org  
**Subject:** FW: No-Cost Equipment from MassDOT: Speed Feedback and School Zone Speed Limit Signs

Good Morning Guys,

I am not sure if you received this. Seems like something we should look into. Especially for the price. (free)  
John

**From:** Baystate Roads [mailto:admin@umasstransportationcenter.org]  
**Sent:** Tuesday, December 13, 2022 1:06 PM  
**To:** Mitchell LaClaire <highway@gillmass.org>  
**Subject:** No-Cost Equipment from MassDOT: Speed Feedback and School Zone Speed Limit Signs

Dear Community Partner,

There has been an uptick in speeding and speeding-related fatalities and serious injuries on roadways in Massachusetts. Dynamic speed feedback signs have been shown to reduce speeds by an average of 4 mph (with the highest speeds realizing the greatest reductions)<sup>1</sup> and to reduce fatalities and serious injuries. Additionally, the [Massachusetts Amendments to the MUTCD](#) have been updated to include grades 9 – 12 (previously only grades k – 8 were covered based on Federal Safe Routes to School guidance). Specifically, the following language is now included: “school zones shall only be applicable to schools recognized by the Massachusetts Department of Elementary and Secondary Education, including all public, private, charter, vocational technical, and approved special education schools serving students in one or more grades between K and 12”.

Therefore, MassDOT would like to provide solar-powered combination dynamic speed feedback and school zone speed limit sign assemblies to municipalities (one at either end of the school zone). The image below shows a typical assembly. MassDOT will procure and provide the equipment to the municipalities at no cost. Municipalities are responsible for installation and maintenance. Training will be provided by MassDOT and the equipment vendor.

**The application to receive this equipment is available online now at [this link](#). Applications are due January 16th.**

Initially, approximately 50 municipalities will be selected based on a combination of crashes, risks, environment, context, and need. If the program is successful and funding is available, MassDOT will select additional municipalities. To address any questions, a webinar will be held on December 19th 3:00 PM to discuss this opportunity and questions can be asked prior to that via email at [MassDOTSafeRoutesToSchool@dot.state.ma.us](mailto:MassDOTSafeRoutesToSchool@dot.state.ma.us) or in the webinar. [Sign up for the webinar here.](#)



## School Zone Traffic Calming Speed Sign Application



Use this form to submit your application for two school zone traffic calming speed signs on a selected roadway. All communities are eligible to receive 2 school zone speed signs per municipality. The order in which applicants are awarded and have signs installed will be prioritized based on application scoring factors.

**Communities may apply for school zone sign assemblies for one school only. Selected communities will receive two sign assemblies along one roadway. One assembly will be placed at each end of the school zone. Please keep this in mind and only select the municipality's top priority location in the application form.**

### Application Sections:

1. School Information (1-8)
2. Transportation Safety Concerns (9-13)
3. Supporting Documentation and Equity (14-17)

## School Zone Traffic Calming Speed Sign Application

### School Information

#### 1. Applicant Information ▾

##### A. Applicant First and Last Name\*

Ray Purington

##### B. Applicant email address\*

 administrator@gillmass.org

##### C. Applicant Contact Phone Number\*

 4138639347

#### 2. Applicant Town\*

GILL

#### 3 DPW/Engineering Department support?\*

Yes

No

#### 4. Municipal Information ▾

##### A. Municipal point of contact\*

Ray Purington

##### B. Municipal contact email address\*

 administrator@gillmass.org

##### C. Municipal contact phone number\*

### 5. School Name\*

### 6. School Address

Enter Address and Select Matching Address Returned from Drop Down Options  
**\*(Be sure to double click the matching address for the full text to fill the form)**

### 7. School Type\*

Choose all that are applicable

<input checked="" type="checkbox"/> Elementary
<input type="checkbox"/> Middle
<input type="checkbox"/> High School
<input type="checkbox"/> Publicly-Funded Charter School
<input type="checkbox"/> Other

### 8. School Enrollment Total\*

## School Zone Traffic Calming Speed Sign Application

### Transportation and Safety Concerns

#### 9. If you know the mode split of the student body, please enter it below. ▼

Please enter the % of mode use by students to transport to and from the school.

##### A. % Walk

##### B. % Bike

##### C. % Bus

##### D. % Drop-off

##### E. % Drive if applicable (High School)

#### 10. Select Your School Zone Roadway Location\*

##### Instructions:

1. Enter the school address for the map to zoom to your location of interest.
2. Select the line icon in the top right corner of the map
3. Draw a line on the roadway to define the roadway between the 2 proposed speed sign locations. **\*Double Click to Finish Drawing.**

Q↻

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Esri, HERE, Garmin, NGA, USGS, NPS Powered by [Esri](#)

[Reset](#) [Saved](#)

ⓘ No geometry captured yet.

## 11. Safety Concern Types ▾

Please provide some information about nearby transportation safety concerns for your school. Examples are: Pedestrians don't have a safe place to cross, Drivers don't pay attention to crossing, Students ride bikes on the wrong side of the street, etc.

### Speeding Concerns\*

### Pedestrian Safety\*

### Bicyclist/Cyclist Safety\*

## 12. Safety Concern Open Comments (255 Text Limit)

For example, student and faculty generate a lot of foot traffic from campus to nearby businesses or parks during school hours.

1000

## 13. Please describe your school's past involvement with MassDOT's SRTS Program

Examples of past participation may include activities such as arrival/dismissal observations or student address mapping, participation in SRTS Flagship Days or other encouragement activities, receipt of an infrastructure or Signs and Lines grant, etc. If you do not know, you may put "unknown". To find out more to find out more information on past involvement and to locate your Outreach Coordinator, reference the SRTS Program Dashboard or contact your SRTS Outreach Coordinator (territory and contact information available at [this link](#)).

## School Zone Traffic Calming Speed Sign Application

### Supporting Documentation and Equity

#### 14. Is the school designated Title I?\*

Title I Part A of the federal Elementary and Secondary Education Act provides financial assistance to districts and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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#### 15. Supporting Image Files

Optional

Drop image here or select image

#### 16. Supporting Documentation

Optional

Drop file here or select file (pdf, doc, docx, xls, xlsx, pptx, ppt, txt)

#### 17. Comments

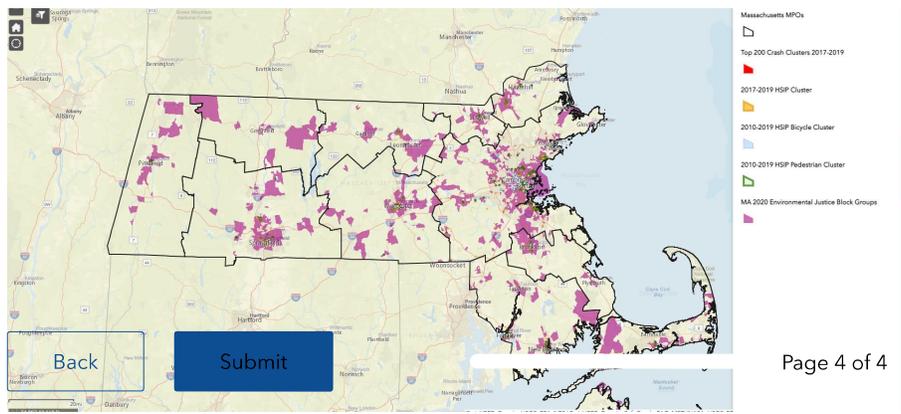
Optional

600

**For your information: You may take a look at the top crash and primary risk roadways at your location. If you are interested, click 'Top Crash and Primary Risk Tool' link to review this in an interactive web map.**

[Top Crash and Primary Risk Look Up Tool](#)

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**Source:**

MassDOT Traffic Safety IMPACT crash database portal: <https://apps.impact.dot.state.ma.us/cdp/home>  
powered by ArcGIS Survey123