



SELECTBOARD AGENDA & MEETING NOTICE

June 3, 2024

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

Location: Town Hall, 2nd floor meeting room, 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)

Old Business

- Review of Minutes: 8/29/22, 9/12/22, 10/11/22, 11/21/22, 12/5/22, 12/19/22, 1/30/23, 2/13, 2/27, 3/13, 3/28, 3/30, 4/10, 4/24, 5/8, 5/22, 6/5, 6/20, 7/3, 9/11, 9/25, 11/06, 11/27, 12/4, 1/2, 2/12, 2/26, 3/11, 3/25, 4/8, 4/22, 5/6, 5/21

New Business

- Adopt town website, gillmass.org, as official method of posting meetings of local public bodies
- Appointment – Joan Meyer, 75 Bascom Road, and Mary “Mimi” Mayer, 42 Dole Road, as Gill Newsletter Co-Editors through June 30, 2025
- Resignation – Chris Radzuik from the Highway Department
 - Next steps to fill vacancy
- Other business as may arise after the agenda has been posted.
 - Renewal agreement with FRCOG for provision of accounting services for FY25
- Public Service Announcements, if any
- Warrants
FY24 #24 Vendors (\$43,982.66) & Payroll (\$35,441.86) – reviewed & signed on 05/21/24
FY24 #25 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Tues 6/11	7:00 PM	Annual Town Meeting part 2	Town Hall
Mon 6/17	5:30 PM	Selectboard meeting	Town Hall
Wed 6/19		Juneteenth holiday	
Mon 7/1	5:30 PM	Selectboard meeting	Town Hall

Open Meeting Law Guide and Educational Materials



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF ATTORNEY GENERAL
ANDREA JOY CAMPBELL

DECEMBER 2023

5. Town Meetings, which are subject to other legal requirements, are not governed by the Open Meeting Law. See, e.g. G.L. c. 39, §§ 9, 10 (establishing procedures for Town Meeting).

The Attorney General interprets the exemption for “quasi-judicial boards or commissions” to apply only to certain state “quasi-judicial” bodies and a very limited number of public bodies at other levels of government whose proceedings are specifically defined as “agencies” for purposes of G.L. c. 30A.

We have received several inquiries about the exception for Town Meeting and whether it applies to meetings outside of a Town Meeting session by Town Meeting members or Town Meeting committees or to deliberation by members of a public body – such as a board of selectmen – during a session of Town Meeting. The Attorney General interprets this exemption to mean that the Open Meeting Law does not reach any aspect of Town Meeting. Therefore, the Attorney General will not investigate complaints alleging violations in these situations. Note, however, that this is a matter of interpretation and future Attorneys General may choose to apply the law in such situations.

Notice

What are the requirements for posting notice of meetings?

Except in cases of emergency, a public body must provide the public with notice of its meeting 48 hours in advance, excluding Saturdays, Sundays, and legal holidays. Notice of emergency meetings must be posted as soon as reasonably possible prior to the meeting. Also note that other laws, such as those governing procedures for public hearings, may require additional notice.

What are the requirements for filing and posting meeting notices for local public bodies?

For local public bodies, meeting notices must be filed with the municipal clerk with enough time to permit posting of the notice at least 48 hours in advance of the public meeting. Notices may be posted on a bulletin board, in a loose-leaf binder, or on an electronic display (e.g. television, computer monitor, or an electronic bulletin board), provided that the notice is conspicuously visible to the public at all hours in, on, or near the municipal building in which the clerk’s office is located. In the event that meeting notices posted in the municipal building are not visible to the public at all hours, then the municipality must either post notices on the outside of the building or adopt the municipal website as the official method of notice posting.

Prior to utilizing the municipal website, the Chief Executive Officer of the municipality must authorize or vote to adopt such website as the official method of posting notice. The clerk of the municipality must inform the Division of Open Government of its notice posting method and must inform the Division of any future changes to that posting method. Public

bodies must consistently use the most current notice posting method on file with the Division. A description of the website, including directions on how to locate notices on the website, must also be posted on or adjacent to the main and handicapped accessible entrances to the building where the clerk's office is located. Note that meeting notices must still be available in or around the clerk's office so that members of the public may view the notices during normal business hours.

[What are the requirements for posting notices for regional, district, county and state public bodies?](#)

For regional or district public bodies and regional school districts, meeting notices must be filed and posted in the same manner required of local public bodies in each of the communities within the region or district. As an alternative method of notice, a regional or district public body may post a meeting notice on the regional or district public body's website. The regional school district committee must file and post notice of the website address, as well as directions on how to locate notices on the website, in each city and town within the region or district. A copy of the notice must be filed and kept by the chair of the public body or the chair's designee.

County public bodies must file meeting notices in the office of the county commissioners and post notice of the meeting in a manner conspicuously visible to the public at all hours at a place or places designated by the county commissioners for notice postings. As an alternative method of notice, a county public body may post notice of meetings on the county public body's website. The county public body must file and post notice of the website address, as well as directions on how to locate notices on the website, in the office of the county commissioners. A copy of the notice shall be filed and kept by the chair of the county public body or the chair's designee.

State public bodies must post meeting notices on the website of the public body or its parent agency. The chair of a state public body must notify the Attorney General in writing of the specific webpage location where notices will be posted and of any subsequent changes to that posting location. A copy of each meeting notice must also be sent to the Secretary of State's Regulations Division at regs@sec.state.ma.us.

Where a public body adopts a website as the official method of posting notices, it must make every effort to ensure that the website is accessible at all hours. If a website becomes inaccessible within 48 hours of a meeting, not including Saturdays, Sundays or legal holidays, the website must be restored within six business hours of the discovery. If the website is not restored within six business hours, the public body must re-post notice of its meeting to another date and time, in accordance with the requirements of the Open Meeting Law.

[A note about accessibility](#)



Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Municipal Services

DATE: May 20, 2024

RE: Town Accounting Program Contract Renewal for FY25

Enclosed please find two copies of the accounting services contract for your Town's participation in the FRCOG's Town Accounting Program in FY25. Please sign both copies and **return them to me**. I will have Linda Dunlavy sign them and I will return a completed original to you for your files.

The enclosed contracts were edited through section IV only to update all dates and the fee. A few of the remaining boilerplate sections are either new or updated as recommended by the FRCOG's legal counsel, Donna MacNicol.

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

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 _____, 2024 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 Select Board, 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, 2024 through June 30, 2025**. 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 **\$33,552 for the services set forth in Section II for FY25, which is based on the assumption that the Town will receive on average seven (7) hours of service per week beginning on July 1, 2024.**

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.

XIV. 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.

XV. 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.

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