



# **SELECTBOARD AGENDA & MEETING NOTICE**

## **February 24, 2025**

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

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

5:00 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)

Executive Session: The purpose of the executive session is to conduct contract negotiations with non-union personnel, i.e. contract for police chief.

- Take roll-call vote to enter executive session
- Announce the meeting will reconvene in open session

### Old Business

- Review of Minutes: 6/17/24, 2/10/25

### New Business

- 3-year renewal of Professional Services Agreement between the Town of Gill and the Franklin Regional Council of Governments for the Cooperative Public Health Service (approved by Gill Board of Health on 2/11/25)
- Comments on MassDEP’s draft 401 Water Quality Certificate for FirstLight’s Turners Falls Hydroelectric and Northfield Mountain Pumped Storage projects
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
  - Mon, March 10<sup>th</sup>, 6 PM - Public Hearing on FY25 Community Development Block Grant (CDBG) application (as part of the Selectboard meeting that night)
- Warrants  
 FY25 #17 – Vendors (\$33,189.71) & Payroll (\$35,297.28) – reviewed/signed on 2/10/25  
 FY25 #18 – review & sign

### Adjournment

### **Other Invitations/Meetings:**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Mon 3/10	5:30 PM	Selectboard meeting	Town Hall
Mon 3/24	5:30 PM	Selectboard meeting	Town Hall
Mon 4/7	5:30 PM	Selectboard meeting	Town Hall
Mon 4/21		Patriots’ Day holiday	
Tues 4/22	5:30 PM	Selectboard meeting	Town Hall

# TOWN OF GILL

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



## SELECTBOARD MEETING MINUTES

*June 17 2024*

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: Greg Snedeker, Randy Crochier, Charles Garbiel    Members Absent: None

Others Present: Ray Purington, Town Administrator; Kate Savage, Tim Batchelder, and John Miner.

Expand Scope of Paving on Center Road: Highway Superintendent John Miner met with the Selectboard to discuss his request to expand the scope of the previously approved Chapter 90 paving project for Center Road. The original project would start at the driveway for 52 Center Road and continue west for 880 feet, ending just before Hickory Hill Road. While sweeping the road last week in preparation for the paving scheduled to happen this week, Miner determined more of the road needs to be paved this year in order to avoid more costly repairs in the future. He recommended a new project length of 2,640 feet, starting at 52 Center Road and ending at the intersection with Ben Hale Road.

The original project had been approved at a cost of \$27,687 using Chapter 90 funds. The expanded project has a total cost of \$80,492 and Miner recommended paying the entire amount from the Town's \$94,045 allocation of Fair Share funds for roadwork. Crochier made a motion, seconded by Garbiel, to approve the additional work on Center Road and the use of Fair Share funds. The motion was approved by a unanimous vote. Miner noted the paving company, All States Materials, plans to do the work on Mountain Road this Thursday and Cove View Lane and Center Road on Friday.

Cleaning Grease from Wet Well at Sewer Pump Station: Miner requested approved of a purchase order not to exceed \$10,000 to have McVac Environmental Services clean out the wet well at the sewer pump station. It was last cleaned in 2020 and there is currently a 4-foot-thick grease layer that needs to be removed. Crochier made a motion, seconded by Garbiel, to approve the project at a cost not to exceed \$10,000. The motion was approved by a unanimous vote. Crochier noted through his work with the Cooperative Public Health Service he is familiar with the Town of Charlemont's sewer regulations and those contain requirements for certain types of business to install an outdoor grease trap/interceptor. He will get a copy of those regulations for Gill to consider.

Refurbish Dump Body of 2009 International Truck: Miner reported the floor of the dump body on the 2009 International truck is worn and should be replaced in order to extend the useful life of the truck. Additionally, he recommended the body be sandblasted and painted this summer. Northfield Fab & Machine has estimated it will cost \$5,000 to replace the worn floor with stainless steel, and Greg's Auto Body has estimated \$15,000 - \$20,000 for the sandblasting and painting. The truck and dump body is primarily used for winter plowing and treating the roads with sand and salt, and the necessary funds for both projects are available in the FY24 Snow & Ice budget. Crochier made a motion, seconded by Garbiel, to authorize up to \$20,000 for sandblasting and painting the truck body and \$5,000 for replacing the floor, with the funds to be encumbered from the FY24 Snow & Ice budget. The motion was approved by a unanimous vote. Miner left the meeting at 5:39 PM.

Review of Minutes: No minutes were ready for review.

Job Description Questionnaire: The Selectboard reviewed a request from the Personnel Committee for permission for that committee to use a "Job Description Questionnaire" to develop new job descriptions, starting with the Treasurer position. The Selectboard had no objections to the questionnaire and decided the questionnaire was a tool to assist the Personnel Committee in doing its work, and no permission was required.

Partial Release of Chapter 61B Lien: The Selectboard reviewed a letter dated May 3, 2024 from Douglas Grant, owner of a house and 23+/- acres of land located at 176 West Gill Road. Except for two acres associated with the house lot, all of the land is enrolled in the Chapter 61B recreation land classification program designed to encourage the preservation of open space and promote recreational land use. Grant wishes to sell the house and has surveyed 2.019 acres to be sold with the house. Grant requested 0.019 acres of land be released from the existing Chapter 61B lien on the property.

Purinton explained the potential sale of land subject to a Chapter 61B lien triggers the Town's "right of first refusal" by which the Town has the right to purchase the land by matching any bona fide offer. The Board of Assessors, Tax Collector, Conservation Commission, and Planning Board have been notified of Grant's letter and there are no objections to waiving the Town's right to purchase. Crochier made a motion, seconded by Garbiel, to not exercise the Town's option to purchase the land and to allow 0.019 acres to be released from the Chapter 61B lien. The motion was approved by a unanimous vote. The Selectboard signed a "Notice of Intent Not to Exercise Option under MGL Chapter 61B."

Annual Reappointments: The Selectboard reviewed the list of annual reappointments to various Town boards, committees, and positions. Crochier made a motion, seconded by Garbiel, to make the appointments as listed. The motion was approved by a unanimous vote.

Town Hall Fire Alarm Panel: Purinton reported during this year's inspection of the fire alarm system at Town Hall, a number of problems were identified, including its 1986 age, the way it is incorrectly wired, and the lack of two phone lines to the panel. Additionally, there are 14 heat detectors that need to be replaced due to age (also 1986). He presented a \$6,069.65 quote from Fire Equipment Inc. to replace the panel, communicator, heat and smoke detectors, and other system components. He recommended using the FY24 Building Maintenance budget to pay for the project. Crochier made a motion, seconded by Garbiel, to approve project as presented. The motion was approved by a unanimous vote.

BEAD Challenge: Purinton reported the Massachusetts Broadband Institute (MBI) launched its BEAD Challenge program on June 20<sup>th</sup> and it will run through July 20<sup>th</sup>. According to a handout from the MBI, the purpose of the Broadband Equity, Access, and Deployment (BEAD) Program is to build high-speed internet connections to all the unserved and underserved broadband serviceable locations in the state. The Challenge Process will allow local and tribal governments, nonprofit organizations, and internet service providers to identify locations on the Massachusetts Broadband Map that are believed to be unserved and underserved. Purinton residents to report to him any Gill locations that should be submitted to the BEAD Challenge.

Warrant: The Selectboard reviewed and signed the FY 2024 warrant # 26 with a total of \$572,467.88 for vendors and \$40,766.24 for payroll.

Dangerous Dog Hearing: Kyle Dragon and Heather Sonn, Animal Control Officers; Jeff Suprenant, Chris Pelletier, Jim Croteau, Jake Croteau, Linda Croteau, Michael Chudzik, Linda Chudzik, Maurice Dumas, Lisa Dumas, Cathy Demars, Doreen Kwader, Lennox Scott, Loughlin Thompson joined the meeting at 6:30 PM.

Kyle Dragon, Regional Animal Control Officer (ACO) for the Franklin County Sheriff's Office, summarized a dangerous dog complaint made against a dog Rothgar that is owned by Michael and Linda Chudzik of 32 Walnut Street. It is alleged on May 26, 2024 the unrestrained dog left its owner's property and went next door to 30 Walnut Street and bit Linda Croteau on her arm. Croteau was outside in her back yard. Other than the victim, there were no direct witnesses to the incident. A dog complaint was filed by Maurice Dumas of 27 Oak Street, who requested a hearing.

The complaint notes there was a previous incident with the dog Rothgar in January 2022 while the dog was being walked on a leash in the Riverside neighborhood. A small dog owned by Lennox Scott was attacked. The incident was reported to ACO Dragon; however, Scott chose not to request a dangerous dog hearing. There was a verbal agreement the dog Rothgar would be muzzled whenever it left the property (32 Walnut Street).

Michael Chudzik began his comments to the Selectboard with "I messed up." He stated he plans to move away from Gill by the end of the summer, probably to New Hampshire. Rothgar is a rescue dog; Chudzik acquired him at the age of 4 ½ years. The dog is currently in Gill, but will be spending much time this summer at a rural campsite in New Hampshire.

The Selectboard asked ACO Dragon for his recommendations on the matter. ACO Dragon responded at a minimum the dog should be restrained when outside the confines of the property at 32 Walnut Street. An order for the dog to be humanely muzzled when outside the confines of the property could also be appropriate. In response to a question from the audience, ACO Dragon explained any nuisance dog order or dangerous dog order will "travel with the dog" and be valid anywhere in Massachusetts.

Several Riverside residents stated neither Michael nor Linda Chudzik have the physical strength required to restrain the dog. Residents are concerned for the safety of the neighborhood. Linda Croteau stated she is concerned about how her arm and wrist will heal from the bite injury. Residents also recounted multiple instances where Michael

Chudzik had made promises of how he would handle the dog to ensure the public's safety, only to never follow through on those promises.

Crochier made a motion, seconded by Garbiel, to close the dog hearing. The motion to close the hearing was approved by a unanimous vote.

Based upon the facts presented and statements made during the hearing, Crochier made a motion, seconded by Garbiel, to declare the dog in question dangerous and ordered the dog to be humanely restrained, confined on the property in a manner in accordance with MGL Chapter 157 Section 40 that will be further described by ACO Dragon as well as [Town Administrator] Ray Purington in his letter and that this order be enforced; until that time the dog needs to stay on the property or on a leash, and if removed from the premises it shall be muzzled; proof of insurance of no less than \$100,000 coverage must be shown to ACO Dragon, and the owner shall provide to the Board of Selectmen and the ACO throughout the life of the dog information as to how to identify the dog including where the dog is located and living. The motion was approved by a unanimous vote.

The meeting adjourned at 7:10 PM.

*Minutes respectfully submitted by Ray Purington, Town Administrator*

*Signed copy on file. Approved on 02/24/2025*

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Charles Garbiel, Selectboard Clerk

# TOWN OF GILL

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



## SELECTBOARD MEETING MINUTES

*February 10, 2025*

Called to Order: The meeting was called to order at 5:00 PM in the 2<sup>nd</sup> floor meeting room at the Gill Town Hall.

Members Present: Greg Snedeker, Charles Garbiel, Randy Crochier    Members Absent: None

Others Present: Ray Purington, Town Administrator; Tim Batchelder, and Chris Redmond.

Executive Session: Snedeker explained the Selectboard will go into an executive session to conduct contract negotiations with non-union personnel, i.e. contract negotiations with Police Chief Chris Redmond. Crochier made a motion, seconded by Garbiel, to go into executive session for the stated purpose. The motion was approved by a unanimous roll call vote. It was stated the meeting will reconvene in open session at the conclusion of the executive session. The Selectboard, Purington, and Redmond left the meeting for the executive session at 5:01 PM.

The Selectboard and Purington returned from the executive session at 5:35 PM.

Others Present: Tim Batchelder, Kate Savage, Dan Flagg, Sherry Heldt, Bob Perry, Kit Carpenter, Bev Demars, and Lynda Hodsdon Mayo.

Review of Minutes: Garbiel made a motion, seconded by Snedeker, to approve the minutes of 8/12/2024. The motion was approved by a vote of 2 in favor, 0 opposed. Crochier abstained from the vote. Crochier made a motion, seconded by Garbiel, to approve the minutes of 1/27/2025. The motion was approved by a unanimous vote.

Additional Space for the Historical Commission: Members of the Historical Commission (Carpenter, Perry, Hodsdon Mayo, Demars, and volunteer Heldt) met with the Selectboard to present a request for additional space for the Commission's museum and activities at the Riverside Municipal Building (RMB). Carpenter and Perry led the presentation. Currently the Commission uses one of the three large classrooms for its museum and office space. It has several file cabinets stored across the hall in the Riverside Water District's office, and has a storage room in the basement. With the other two classrooms now vacant since the Four Winds School closed in June 2024, it seems like an opportune time to explore adding space for the Commission.

Perry noted the museum room is full and it is hard to navigate in the aisles. It is mostly impossible to "take a step back to look at something." The Commission has been gifted "a lot of great Gill materials" over the years, and because of the limited space in the museum, the Commission has to whittle down what's on display. Many of the items in storage would be of interest to the public and could be put on permanent display if space permitted. If the Commission was allowed to expand into the middle classroom, they could have more displays with more room to move around, and could hold community discussions and other public events. John Richardson joined the meeting at 5:40 PM.

The Selectboard suggested the Commission should look at the entire space that is available – the current museum room and the two vacant classrooms – and envision how they could make use of it. The vision should also include the exterior space around the building, and the ways the indoor and outdoor spaces could be transformed into a community space. The Selectboard decided to hold one of its regular April meetings at the RMB and will continue the discussion then.

John Miner joined the meeting at 5:55 PM. Carpenter, Perry, Hodsdon Mayo, Demars, and Heldt left the meeting at 5:56 PM.

"Stop the Bleed" Class: Police Sergeant John Richardson reminded the public of the "Stop the Bleed" class being offered on Saturday, February 22<sup>nd</sup> from 6-7 PM at the Fire Station training room. Currently six people have signed up, and there is a maximum enrollment of twenty.

Sledding Thank You: Garbiel thanked Dan Flagg and the Flagg Farm for hosting a community sledding event on February 9<sup>th</sup>. The event was sponsored by Gill's Recreation Committee.

Warrant: The Selectboard reviewed and signed the FY 2025 warrant # 17 with totals of \$33,189.71 for vendors and \$35,297.28 for payroll. The vendor warrant includes a payment to the Lower Pioneer Valley Educational Collaborative for participation fees for the diesel and heating oil bid programs. Crochier disclosed his son is a teacher for the Collaborative, but has nothing to do with either bid program.

The meeting adjourned at 6:13 PM.

*Minutes respectfully submitted by Ray Purington, Town Administrator*

*Signed copy on file. Approved on 02/24/2025*

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Charles Garbiel, Selectboard Clerk

# TOWN OF GILL

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



## Office of the Town Administrator

February 24, 2025

Elizabeth Stefanik  
Bureau of Water Resources  
MA Department of Environmental Protection  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Re: Northfield Mountain Pumped Storage Project No. 2485-071  
Turners Falls Project No. 1889-085  
**Comments on Draft of 401 Water Quality Certificate for FirstLight**

*Sent electronically via email to [dep.hydro@mass.gov](mailto:dep.hydro@mass.gov)*

Dear Ms. Stefanik and the MassDEP team:

The Selectboard of the Town of Gill, through its Town Administrator, hereby submits comments on the January 24, 2025 draft 401 Water Quality Certification (WQC) for the Turners Falls Hydroelectric Project (“Turners Falls Project”) owned by FirstLight MA Hydro LLC and Northfield Mountain Pumped Storage Project (“Northfield Mountain Project”) owned by Northfield Mountain LLC. Collectively, we refer to the two facilities as “Projects” and the owner and operator as “FirstLight.”

The Town of Gill is a community of approximately 1,550 residents and is situated on the western banks of the Connecticut River. There are 10.3 miles of river frontage in Gill, comprising the entire southern and eastern boundaries of the Town. The health of the river and its surrounds is of vital importance to the Town and those who live, work, and play here. We recognize and appreciate the diligence and informed work that went into crafting MassDEP’s draft 401 WQC.

Issuance of the draft 401 WQC indicates the decade-long (fast approaching 13 years, in fact!) FERC relicensing of the Projects is inching toward the finish line. The Town, including its Conservation Commission (Gill ConCom) and Historical Commission, has been an active participant in the process since the beginning, and has been expertly assisted by the knowledgeable staff at the Franklin Regional Council of Governments (FRCOG). Both the Gill ConCom and the FRCOG will be filing their own comments on the draft 401 WQC.

Please forgive this river analogy, but the Gill ConCom’s and the FRCOG’s understanding of the strengths and weaknesses of the draft 401 WQC runs broader and deeper than ours. By reference, we strongly support the filed comments of both entities, and urge MassDEP to incorporate their requests and give due consideration to their suggestions. We make special note of the following recommendations:

- Allow public access to the plans and reports required by the WQC. MassDEP is to be applauded for the extra efforts it has made during this WQC process to provide opportunities for and listen

to public comment. The Connecticut River is a line of life that proudly flows through the front yards of our region, and we are interested and passionate protectors. Please continue this laudable approach to accessibility by including in the WQC protections for public participation and public access to plans and reports.

- Special Condition 25 (Erosion Mitigation, Stabilization and Monitoring): The Erosion Mitigation, Stabilization, and Monitoring Plan in Appendix F of the draft Certificate recognizes decades of effort by the FRCOG and the Connecticut River Streambank Erosion Committee to monitor and mitigate erosion. However, the Condition needs to provide for and require local input and oversight by the FRCOG, Connecticut River Streambank Erosion Committee, **and** the local Conservation Commissions for the duration of the FERC license.
- Special Condition 25 (Erosion Mitigation, Stabilization and Monitoring): There is no one-size-fits-all, cookie cutter approach to stabilizing and restoring erosion sites. Without a doubt, some of the methods that will be proposed and tried over the next 30-50 years of the FERC license will be experimental. It is critical this Condition requires there to be a standard of success for any future stabilization and restoration projects. The local Conservation Commissions will be able to monitor the projects against the standard of success, and with the MassDEP enforce the Orders of Conditions until success has been achieved.
- Special Condition 25 (Erosion Mitigation, Stabilization and Monitoring): Limiting FirstLight's responsibility to repairing only 5% of the total linear feet of new bank erosion sites is unconscionable. Corporate use of a public natural resource such as the Connecticut River is not a right, it is a privilege. Those who benefit from such privilege owe it to society to maintain and leave the resource in a better condition than before the privileged use began. MassDEP's choice of 5% as the "magic number" has no basis and is too low.
- Special Condition 10 (Turners Falls Impoundment Water Level Management): Project-driven fluctuations in the water levels above the dam in the Turners Falls impoundment (a.k.a. "the river") have a direct impact on bank erosion, which is a significant impairment of water quality. MassDEP must include in its Water Quality Certificate operating conditions that will significantly reduce river level fluctuations.
- Special Condition 25 (Erosion Mitigation, Stabilization and Monitoring): MassDEP's proposed 2-mile no-wake-zone is a measure to help address shoreline erosion in that region supposedly caused by boat waves. We offer this comment with respect to erosion and with no intent to contradict any aspect of the Recreation Settlement Agreement to which the Town of Gill is a party. It is unclear what it means for FirstLight to "work with the appropriate state and federal agencies to implement...a no wake zone..." FirstLight does not have any enforcement powers and the Massachusetts Environmental Police are woefully understaffed. Posting "No Wake Zone" signs along the riverbanks of the various FirstLight-owned properties is not enough, and the WQC should require some type of significant participation in the matter by FirstLight.
- Special Condition 29 (Recreation Management Plan): The Town of Gill is a party to the Recreation Settlement Agreement filed with FERC on June 12, 2023. As such, the Town fully supports Special Condition 29 of the draft 401 WQC which calls for adoption of the Recreation Management Plan into the 401 Water Quality Certificate.



Thank you for your agency's commitment to the health of our river and for the opportunity to review and comment on the draft 401 Water Quality Certificate. If you have any questions, please contact me via email at [administrator@gillmass.org](mailto:administrator@gillmass.org) or by telephone at 413-863-9347.

Sincerely,



Ray Purington  
Town Administrator

CC: Gill Conservation Commission  
Franklin Regional Council of Government  
Senator Jo Comerford  
Representative Susannah Whipps

DRAFT

Transcript of testimony given by R. Purington at MassDEP public hearing on 05/30/24 regarding FirstLight's 401 Water Quality Certificate Application

Good afternoon. My name is Ray Purington and I am the Town Administrator for the Town of Gill. I am speaking today on behalf of the Gill Board of Selectmen, our Historical Commission, and our Conservation Commission.

Gill is a small town of approximately 1,550 residents and 14 square miles of land area. There are 10.3 miles of Connecticut River frontage in Gill, comprising the entire the eastern and southern boundaries of our town. A healthy river is of vital importance to our community, and to the region as a whole.

With regards to the 401 Water Quality Certification, the primary concern that needs to be addressed is erosion and siltation. During the 50 years these two projects have operated under the current FERC licenses, landowners have watched in dismay as foot after foot of shoreline, as much as 30 feet in some locations and including protected farmland, has eroded and washed away downriver. Some of the eroded soils eventually settle out in the various inlets and coves, especially the 160-acre Barton Cove located just above the Turners Falls Dam. The resulting siltation impairs the recreational use of the river for boating and fishing, and makes it easier for aquatic invasive species to take hold.

The erosion mitigation efforts required of FirstLight by the current FERC licenses have been largely unsuccessful. Furthermore, a 2009 riverbank stabilization project known as Bank Stabilization Phase III, MassDEP file # 162-68, still has not received a Certificate of Compliance from the Gill Conservation Commission. FirstLight has been made aware of this deficiency multiple times over many years, and has yet to respond or take action.

The operations that have been proposed for the new license will not resolve the erosion problems they cause. FirstLight has not proposed adequate protection, mitigation and enhancement measures to address the impairments, improve water quality, and sustain healthy aquatic habitats.

The Town strongly urges MassDEP to include conditions in its Water Quality Certification that will reduce river level fluctuations due to project operations, require an annual Full River Reconnaissance to monitor erosion and riverbank stability, require FirstLight to maintain and repair all riverbank restoration projects started and/or completed under the current licenses, and hold FirstLight responsible for minimizing and mitigating soil erosion and siltation resulting from project operations.

Thank you for your time today.



**Franklin Regional  
Council of Governments**



Professional Services Agreement between  
the Town of Gill and the  
Franklin Regional Council of Governments for  
the Cooperative Public Health Service

THIS AGREEMENT is made this                    day of                    2025 by and between the Town of Gill, as one of the Towns participating in the Cooperative Public Health Service and The Franklin Regional Council of Governments (FRCOG) (whose primary place of business is 12 Olive Street, Suite 2, Greenfield, MA 01301, ph 413-774-3167); and the Town of Gill, acting by and through its Select Board, hereinafter referred to as the “Town” (325 Main Rd, Gill MA 01354).

WHEREAS, the Town is a member of the FRCOG; and

WHEREAS; the Town has appropriated funds to engage services under the direction of its Selectboard; and

WHEREAS, pursuant to M.G.L. Ch. 40 Sec. 4A the Towns have entered into an Agreement for the sharing of public health services creating a common health service , known as the Cooperative Public Health Service (CPHS) in order to improve local public health capacity and access to trained and experienced public health professionals and meet community and regional responsibilities. The regional service will offer a comprehensive set of public health services, including housing, food, septic, camp, pool and other related inspections and public health nursing. Towns may be members of CPHS either for comprehensive services or shared services (one of 4 programs, or bundled shared services: Food Safety, Title 5 and Private Well, Community Sanitation, and Public Health Nursing); and

WHEREAS, the Towns participating in the CPHS are seeking to engage FRCOG as a Host Agency to provide comprehensive staffing and programmatic services on behalf of the CPHS; and

WHEREAS, the Town pursuant to M.G. L. C. 40, s.4A has obtained authorization to enter into this Agreement by vote of its Board of Health and Select Board,

NOW, THEREFORE, the Town and FRCOG, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

**1. TERM**

The term of this Agreement shall be three years commencing upon execution by the Town and FRCOG, or earlier terminated as set forth herein in Section 12

## 2. RESPONSIBILITIES OF THE TOWN

The Board of Health shall appoint one member of the Board of Health as representative to the Oversight Board, and may name an alternate (not required to be a BOH member). Board of Health Members shall actively participate in the governance of the CPHS by attending and participating in meetings, reviewing reports, evaluating programs and identifying unmet needs in their communities. The Town agrees to provide the following services to ensure that the FRCOG provides quality, efficient delivery of service:

- Appoint a member and an alternate, if desired, to the Oversight Board
- Assist staff in establishing work tasks and priorities
- Represent the Town Board of Health in discussions of policy and fees.
- Represent the Town Board of Health in decisions about regional grant applications requiring Board of Health sign off.
- Communicate to the CPHS staff any areas of concern that they have become aware of for follow up by the staff.
- Communicate any concerns about the program first to the staff person involved, then, if needed, to the CPHS Program Manager, and if needed to the Director of Community Health
- Prompt review of staff reports and other materials
- Prompt payment of invoices
- Provide, at Town cost, Town Counsel for cases that require it.

Board of Health members are always welcome to accompany the staff on any inspections and visit any programs conducted by the staff. Board members interested in accompanying a CPHS staff person should communicate that request directly, on either a specific or general basis. The presence of a local Board of Health member is always a positive addition to code enforcement and public health work.

## 3. RESPONSIBILITIES OF THE OVERSIGHT BOARD

The CPHS shall have an Oversight Board convened no less than quarterly by the FRCOG and the Oversight Board Chair/Co-Chairs. Responsibilities of the Board include:

- Meet on a regular basis
- Develop annual and long-term goals for the CPHS
- Set CPHS staff priorities
- Establish CPHS permitting and inspection fees
- Review and discuss any grants applied for by FRCOG in support of district needs. When required by the grantor and/or the CPHS district status, vote to endorse grant applications before they are submitted.
- Adopt any CPHS-wide policies and standard local board of health regulations to be considered for adoption by each member town Board of Health.

- Review and approve draft operating budgets and assessment formula annually
- Review financial status
- Review and act on reports from staff

#### 4. RESPONSIBILITIES OF FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

The FRCOG shall provide the following services to the Towns:

1. The FRCOG shall be responsible for hiring; supervising the training, direct supervision of all staff; and providing all applicable employee benefits to the staff.
2. Provide the Town with comprehensive public health services listed in Attachment A (Community Sanitation, Food Safety, Title 5 and Private Well and Public Health Nursing):
  - a. Perform housing inspections and code enforcement as required and regulated by State Sanitary Code Chapter II, 105 CMR 410.000.
  - b. Conduct Lead Paint inspections and determinations as required and regulated by the Lead Poisoning Prevention and Control Law, State Sanitary Code, 105 CMR 460.00. The BOH is required to have access to a certified lead determinator in all cases of a housing complaint, for any reason, where there is a child under 6.
  - c. Perform Septic System Plan reviews and inspections, and witness perc tests, as required by Title 5.
  - d. At the request of the Board of Health, fulfill board responsibilities required by a natural, or man-made disaster, including but not limited to: weather related emergencies, hazardous waste contamination emergency, toxic or hazardous material contamination emergency, or radioactive material contamination emergency.
  - e. Perform sanitary inspection of food establishments, including both permanent and temporary food service establishments (including fairs and farmers markets), as required and regulated by the Minimum Sanitation Standards for Food Establishments, State Sanitary Code Chapter X, 105 CMR 590.000.
  - f. Conduct inspections for licensure of summer recreational camps under (105 CMR 430.000 et. seq.: Minimum Sanitation and Safety Standards for Recreational Camps for Children).
  - g. Conduct inspections in support of Board of Health licensing of motels, short term lodging, and manufactured housing communities, under M.G.L. c. 140, s. 32B.
  - h. Conduct inspections of family-type campgrounds in support of Board of Health licensure of them under MGL c.140, s. 32B and the Family Type Campground Regulations.
  - i. Perform swimming pool inspections under 105 CMR 435.000: Minimum Standards for Swimming Pools (State Sanitary Code, Chapter V).
  - j. Assist the Board of Health as requested to implement and enforce state and local laws, rules, and regulations in other public health areas.
  - k. Track and follow up on infectious disease reports in the town through administration of the Board of Health's account on MAVEN, the Massachusetts on-line communicable disease reporting system.
  - l. Provide public health nursing services to residents of the town including wellness and immunization clinics and prevention programming.

- m. Coordinate with schools, senior centers and other service agencies serving the public health, as needed, to assist in meeting community health goals.
  - n. Participate in municipal emergency preparedness planning and exercises
3. Prepare reports on staff work to Oversight Board.
  4. Ensure compliance with all contracts, state laws and regulations, including purchasing, Open Meeting Law, Conflict of Interest, and Ethics.
  5. Provide financial management for all grants, funds and invoices related to CPHS operations.
  6. Create and maintain a public records tracking system for public health work.
  7. Attend Oversight Board meetings
  8. Maintain CPHS web pages and permitting software

#### 5. MUNICIPAL MEMBERSHIP ASSESSMENTS

All services rendered by the FRCOG shall be provided pursuant to a budget set by the Oversight Board and the FRCOG through the annual budget process and a budget assessment formula approved jointly by the Oversight Board and the FRCOG. For towns participating in the Food Safety, Title 5 & Private Well, and Community Sanitation Programs (towns using the regional health agent), each town's assessment costs from the FRCOG will be offset by the regional collection of board of health fees. These fees will be set regionally by the Oversight Board, with involvement of all member Boards of Health, and ratified by the Board of Health at the town level. They will be tracked by town, and the total collected in the previous year on behalf of each town will be used to reduce assessments

The FRCOG shall submit invoices for payment quarterly to Towns. Re-evaluation of the assessment shall be conducted annually prior to January 31<sup>st</sup> and notification of municipal assessments for the next fiscal year will be provided to the Select Board and Board of Health no later than March 15.

The town's maximum financial liability under this contract shall not exceed \$12,791 in FY 2025. Maximum liabilities for future years will be communicated no later than March 15 of the previous fiscal year. Any financial commitments of the Town as a party to this Agreement is subject to appropriation under their respective budgets and shall not exceed the amounts so validly appropriated. The Town acknowledges that under Section 12, Termination, the town will be bound for one year of payments after a termination notice is received by the FRCOG.

#### 6. INDEMNIFICATION AND INSURANCE

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

Tort Claims Act, M.G.L. c. 258.

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

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

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

#### 7. FINANCIAL SAFEGUARDS

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

- FRCOG shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- FRCOG shall cause to be performed regular audits of such records;
- FRCOG shall issue periodic financial statements be issued to all participants.

#### 8. 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 any 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.

#### 9. AMENDMENTS

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

#### 10. 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.

#### 11. 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 Towns.

#### 12. TERMINATION

This agreement may be terminated by any party for any reason upon at least one year's written notice from the date received by any party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties, including both the Board of Health and Select Board from member towns. No such termination shall affect any obligations that may have arisen hereunder prior to such termination. The Towns shall equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination. Upon such termination, the withdrawing Town shall be solely responsible for the provision of public health services for the benefit of that Town. Upon such termination, the FRCOG shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Town for payment within thirty (30) days thereafter.

#### 13. 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, so long as the Agreement continues to reflect the intention of the parties.

#### 14. GOVERNING LAW

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

#### 15. NON DISCRIMINATION

Neither the Franklin Regional Council of Governments (FRCOG) nor the Town shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service or any other protected class under the law with respect to admission to, access to, or operation of its programs, services or activities.

#### 16. NOTICES





## ***The Four Cooperative Public Health Service Programs***

For each of the four (4) programs, the CPHS Oversight Board has identified measures of evaluation – how we know our district is working as it should. Each of the programs here is described briefly, and the specific measures of success listed. Towns can be ***Comprehensive*** members -- using all four programs, or ***Shared Services*** members – using between one and three programs. FRCOG staff will maintain all credentials and work to meet the new state credentialing requirements as they are released.

1. ***Public Health Nursing Program:*** Towns participating in this program receive communicable disease control, chronic and infectious disease prevention, and wellness programming, including multiple regional drop-in nursing hours, vaccinations, and chronic disease self-management support.

### *Evaluation Measures:*

- CPHS coordinates with town officials to organize home-based and on-site flu and covid vaccination services for all ages. FRCOG CPHS is an enrolled Vaccines for Children provider with the State Dept of Public Health, a Medicare and Medicaid Fee for Service contractor, and maintains provider reimbursement contracts with ForHealth and COLOR as a public provider of vaccines.
  - CPHS conducts outreach to residents to identify community needs and encourage access to screenings and services for improved self-management of chronic health conditions, medication management, family and child health, and vaccinations.
  - CPHS participates in town health fairs and other community public health information/screening events for the public.
  - CPHS public health nursing services are integral to the town's emergency response planning.
  - CPHS ensures the Town complies with the requirements for surveillance and reporting of communicable disease. CPHS staff are trained, registered users of MAVEN, and staff conduct weekday and immediate follow up as required to protect public health. CPHS provides prompt response and follow up of communicable disease cases occurring in each town, both to complete mandated reporting and to assure residents receive appropriate care.
  - CPHS coordinates with schools, senior centers and other service agencies serving the public health, as needed, to assist in meeting community health goals.
  - CPHS staff attend training and maintain necessary professional licenses and certifications to carry out the duties of the Public Health Nursing Program.
2. ***Community Sanitation Program:*** Towns participating in this program receive a broad range of inspection, education, assistance, management, and enforcement related services mandated under the state sanitary code. These codes pertain to housing, nuisance conditions (sources of filth, causes of sickness), Hoarding Disorder, recreational camps for children, family-type campgrounds, public and semi-public pools, beaches, lead paint, burials, body art, and hotel/motel/short term lodging, among other public health concerns.

### *Evaluation Measures:*

- CPHS responds promptly to requests for housing inspections.
- CPHS generates housing inspection reports that include references to the relevant code sections, a timeline for coming into compliance, a list of violations, information about requesting a hearing.

- CPHS goes to court adequately prepared.
  - CPHS ensures that a certified lead determinator is present at any housing inspection in a dwelling with a child under 6.
  - All recreational camps for children are permitted and tracked through the CPHS online permit system.
  - CPHS provides inspections of all recreational camps for children and generates and maintains inspection reports for each camp held in the town.
  - Summer camp organizers receive pre-inspection information before the season about what the town expects.
  - Camp inspections follow the state inspection report template and include a pre-site review of all required policies and plans, and on-site inspection of the camp facility & operations.
  - State inspection reports are on file for each pool in town for at least one inspection per year.
  - All public and semi-public pools in the town are permitted and tracked through the CPHS online permit system.
  - All Family type campgrounds are permitted and tracked through the CPHS online permit system.
  - All bathing beaches are licensed annually and tracked through the CPHS online permit system.
  - CPHS inspects and permits all motels, hotels, bed & breakfasts, short term rentals, and temporary lodging and tracks the information through the CPHS online permit system.
  - CPHS actively investigates and manages Hoarding Disorder cases, including connecting residents with service and participates in the Western MA Hoarding Task Force.
  - Camp reports are submitted to DPH on time annually.
  - CPHS participates in DPH Community Sanitation Program trainings and seminars.
  - CPHS staff attend training and maintain necessary state-mandated professional licenses and certifications to carry out the duties of the Community Sanitation Program.
3. **Food Safety Program:** Towns participating in this program receive food permitting, inspection, and enforcement services for all restaurants, caterers, mobile food operations, seasonal kitchens, schools, bed and breakfasts, residential food production kitchens, public kitchens (churches, Grange halls, etc.), retail food, farm stand (those selling value-added and processed foods), farmers market, and temporary food service operations for events.

*Evaluation Measures:*

- All food service establishments are permitted and tracked through the CPHS online permit system.
- CPHS completes and maintains documentation that food inspections are done as required for all food establishments.
- Inspection reports indicate the code reference for each violation and action necessary to achieve compliance.
- Food inspection records indicate that violations have been addressed during re-inspections.
- Records are on file for each temporary food vendor at all temporary food events.
- CPHS inspects each food vendor at all public events.
- Complaint-related food inspections are completed in a timely manner.
- Reports are submitted to DPH on time.
- The CPHS works with community groups that use public kitchens to ensure that they are educated about safe food handling practices.
- CPHS applies for Food and Drug Administration funding for the town to improve food safety.
- CPHS requires water testing for temporary food events not on public water, for bed and breakfasts, and for residential kitchens.

- CPHS staff attend training and maintain necessary state-mandated professional licenses and certifications to carry out the duties of the Food Safety Program.
4. ***Septic and Private Well Safety Program:*** Towns participating in this program receive a full complement of services to manage all requirements related to septic systems and private drinking water supplies.

*Evaluation Measures:*

- All soil evaluations and percolation tests are witnessed for the town and tracked in the CPHS online permit system.
- CPHS ensures an Approved Soil Evaluator is present at every soil evaluation for a system upgrade/repair, in event of a local upgrade approval request.
- Disposal system construction applications and permits are tracked in the CPHS online permit system.
- All septic plans are reviewed with standardized checklist pursuant to the state code and CPHS requirements.
- CPHS provides on-site inspection and tracking of all final inspections for new septic systems, upgrades/repairs, and system component replacements.
- All official Title 5 inspections in each member town are witnessed by CPHS and tracked in the CPHS online permit system. All witnesses for CPHS are state licensed System Inspectors.
- All private well applications and well permits are tracked in the CPHS online permit system. Well site inspections are conducted and technical support provided, as needed.
- Review building permits and sign-off, as requested, for compliance with applicable regulations and standards.
- CPHS attends DEP Title 5 and drinking water trainings and seminars.
- CPHS staff attend training and maintain necessary state-mandated professional licenses and certifications to carry out the duties of the Septic and Private Well Safety Program.