



SELECTBOARD AGENDA & MEETING NOTICE

March 10, 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, 2nd 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)

Old Business

- Review of Minutes: 6/3/24, 2/24/25

New Business

- Review & Approve 3-year Employment Contract (FY26-FY28) with Police Chief Chris Redmond
- Fire Department Purchase Order - \$1,000 to Locality Media for acquisition, setup, and legacy system data transfer to First Due software featuring incident reports, employee training logs, equipment maintenance logs, payroll, and location pre-planning data. Annual license cost will be in FY26 budget.
- Request from Town Clerk to notify State Elections of intent to hand-count ballots for town election on May 19, 2025
- Request from Recreation Committee to use Town Hall (upstairs) for a Barn Dance on Sunday afternoon, March 30, 2025 (exact time TBD)

(Selectboard meeting will recess at 5:15 PM for Sewer Commission meeting, and resume afterwards)

- **6:00 PM – Public Hearing on FY 2025 CDBG Application**
 - Receive public input & comment on the submission of an FY2025 Massachusetts Community Development Block Grant application on behalf of the Towns of Gill and New Salem
 - Application is for a Housing Rehabilitation Program town-wide in both towns, with a maximum grant application of \$1,050,000 for both towns
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 FY25 #18 – Vendors (\$67,538.63) & Payroll (\$45,189.22) – reviewed/signed on 2/24/25
 FY25 #19 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
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 3, 2024

Called to Order: The meeting was called to order at 5:31 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Randy Crochier, Charles Garbiel Members Absent: Greg Snedeker

Others Present: Ray Purington, Town Administrator; Kate Savage, Tim Batchelder, Mimi Mayer, and Joan Meyer.

Review of Minutes: No minutes were ready for review.

Official Posting of Public Meetings: Purington explained a story in last week's *Montague Reporter* revealed the state's Open Meeting Law website still shows Gill's official location for posting public meetings as a bulletin board at Town Hall, even though the Town has been using the town website for this purpose since 2013. He recommended the Selectboard vote to adopt the gillmass.org website as the official posting method effective immediately. Crochier made a motion, seconded by Garbiel, to adopt the gillmass.org website as the Town's official method for posting public meetings, effective immediately. The motion was approved by a vote of 2 in favor and 0 opposed.

Newsletter Appointments: Joan Meyer of Bascom Road and Mary "Mimi" Mayer of Dole Road have volunteered to serve as co-editors of the Gill Newsletter. Both were in attendance at the meeting, introduced themselves, and spoke of their love of the town and desire to use the newsletter to help share information and build community. Crochier made a motion, seconded by Garbiel, to appoint Meyer and Mayer as co-editors of the Gill Newsletter through June 30, 2025. The motion was approved by a vote of 2 in favor and 0 opposed.

Highway Resignation: Highway Department employee Chris Radzuik tendered his letter of resignation earlier today. The letter gave two weeks' notice of his resignation and cited medical reasons as the reason for leaving the Town's employ. Crochier made a motion, seconded by Garbiel, to accept the resignation with regret. The motion was approved by a vote of 2 in favor and 0 opposed.

Purington requested permission to advertise the position and to use the same hiring process as when Radzuik was hired. Highway Superintendent John Miner and Purington will interview the applicants and present a single name to the Selectboard as a hiring recommendation. The process was approved by consensus. The Selectboard recommended the advertisement for the position should mention several of the benefits private sector jobs don't typically offer, namely, earning one sick day per month, a 4-day work week, and 14 paid holidays. Additionally, to provide more competitiveness in the hiring process, a starting vacation rate of two weeks per year was authorized.

FRCOG Town Accounting Program Renewal: The Selectboard reviewed the contract with the Franklin Regional Council of Governments (FRCOG) for Town Accountant services for FY25. Crochier disclosed he is an employee of the FRCOG but his position has nothing to do with the accounting program. Crochier made a motion, seconded by Garbiel, to approve and sign the FY25 contract for Town Accountant services. The motion was approved by a vote of 2 in favor and 0 opposed.

Meyer, Mayer, Savage, and Batchelder left the meeting at 5:41 PM.

Warrant: The Selectboard reviewed and signed the FY 2024 warrant # 25 with a total of \$53,299.43 for vendors and \$33,223.23 for payroll. It was noted the payroll warrant includes the stipend for Crochier's wife Alison as the Assistant Town Clerk. The "rule of necessity" was invoked to allow Crochier to participate so a majority of the Selectboard could sign the warrant and pay checks could be issued.

The meeting adjourned at 6:02 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 03/10/2025

Charles Garbiel, Selectboard Clerk

TOWN OF GILL

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



SELECTBOARD MEETING MINUTES

February 24, 2025

Called to Order: The meeting was called to order at 5:03 PM in the 2nd floor meeting room at the Gill Town Hall.

Members Present: Charles Garbiel, Randy Crochier, Greg Snedeker (arrived at 5:20 PM during executive session)

Members Absent: None

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

Executive Session: Crochier 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. Garbiel made a motion, seconded by Crochier, to go into executive session for the stated purpose. The motion was approved by a roll call vote: Crochier – Aye, Garbiel - Aye. 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 5:03 PM.

The Selectboard and Purington returned from the executive session at 5:37 PM.

Others Present: Tim Batchelder, Kate Savage, Dan Flagg, and John Richardson.

Review of Minutes: Crochier made a motion, seconded by Garbiel, to approve the minutes of 06/17/2024 and 02/10/2025. The motion was approved by a unanimous vote.

CPHS Renewal Agreement: The Selectboard discussed a 3-year renewal of the professional services agreement between the Town and the Franklin Regional Council of Governments (FRCOG) for the Cooperative Public Health Service (CPHS). Crochier disclosed he is employed by the FRCOG and is the Program Manager for the CPHS. He left the Selectboard's table for the discussion and recused himself from the vote.

Garbiel, who also serves on the Board of Health, noted that Board had approved the renewal at its meeting on February 11, 2025. Purington strongly recommended the agreement be renewed, as the CPHS provides comprehensive services the Town could not do on its own. In response to a question from a reporter Crochier explained a key value to having the CPHS is that it provides a full complement of credentialed public health staff working to ensure safe water & septic systems, housing, air and foods, and prevent infectious and chronic diseases. Garbiel made a motion, seconded by Snedeker, to approve the 3-year renewal with the CPHS. The motion was approved by a vote of 2 in favor, 0 opposed, and 1 abstention (Crochier).

Comments on 401 WQC: The Selectboard reviewed a draft letter to the Massachusetts Department of Environmental Protection (MassDEP) with comments on MassDEP's draft of the 401 Water Quality Certification (WQC) for FirstLight's Northfield Mountain Pumped Storage Project and Turners Falls Hydroelectric Project. MassDEP's issuance of the WQC is a required step near the end of FirstLight's 13-years-long-and-counting process with the Federal Energy Regulatory Commission (FERC) for renewed licenses for both Projects. In the WQC process, MassDEP is obligated to determine whether there is reasonable assurance the proposed relicensed operations will be conducted in a manner which will not violate Massachusetts Surface Water Quality Standards, and to place conditions on the operations accordingly.

Purington explained that in writing the draft of the Selectboard's letter he drew from comments and recommendations filed with MassDEP by Gill's Conservation Commission and the FRCOG. The themes of the letter center around public access to WQC-related plans and reports, defined involvement for local officials in future erosion monitoring and mitigation work, standards of success by which to evaluate future erosion mitigation projects, a greater responsibility on FirstLight for repairing new erosion sites, the need for reduced fluctuation in river levels due to project operations, challenges related to a proposed 2-mile no-wake zone, and support for the adoption of the Recreation Management Plan into the WQC.

Purington noted the deadline for filing comments was 5:00 PM today and he filed the draft letter prior to the deadline along with an explanation to MassDEP that the final version of the letter approved tonight would be

supplied tomorrow. Crochier made a motion, seconded by Garbiel, to approve, adopt, and accept the letter to MassDEP as written. The motion was approved by a unanimous vote.

“Stop the Bleed” Class: Police Sergeant John Richardson reported there were 12 Gill residents who attended to “Stop the Bleed” class on Saturday, February 22nd. Participants were pleased with the training and the Police Department hopes to do more public outreach events in the future.

Richardson, Flagg, Savage, and Batchelder left the meeting at 5:53 PM.

Warrant: The Selectboard reviewed and signed the FY 2025 warrant # 18 with totals of \$67,538.63 for vendors and \$45,189.22 for payroll.

The meeting adjourned at 6:15 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 03/10/2025

Charles Garbiel, Selectboard Clerk

TOWN OF GILL

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



EMPLOYMENT AGREEMENT

THE TOWN OF GILL, MASSACHUSETTS
AND

CHRISTOPHER J. REDMOND, AS CHIEF OF THE GILL POLICE DEPARTMENT

This Agreement, to take effect on the 1st day of July, 2025 by and between the Town of Gill, a Massachusetts Municipal Corporation, whose address is Gill, Massachusetts (Town Hall, 325 Main Road), hereinafter referred to as the "TOWN," and Christopher J. Redmond, hereinafter referred to as the "CHIEF".

WITNESSETH

WHEREAS, the CHIEF and the TOWN desire to enter into an employment agreement to assure continuous and satisfactory performance of the affairs of the TOWN in the continuous operation of the Town of Gill's Police Department and all conduct emanating there from, and

WHEREAS, Massachusetts General Laws Chapter 41, Section 108O authorizes the Town, acting by and through its Selectboard, to establish an employment contract for its Police Chief;

NOW, THEREFORE, in consideration of the mutual promises and covenants and other good and valuable consideration contained herein, it is mutually agreed by and between the parties hereto as follows:

1 EMPLOYMENT

The TOWN hereby hires Christopher J. Redmond as "CHIEF" of the Town of Gill Police Department, and Christopher J. Redmond does hereby accept such employment upon the terms and conditions hereinafter set forth and agrees to perform the duties required of him to the best of his ability.

2 TERM OF EMPLOYMENT AND DUTIES

The terms of this agreement shall commence as of the 1st day of July, 2025, and shall continue under this contract until the 30th day of June, 2028.

The day-to-day operations of the Police Department for the Town of Gill shall be the responsibility of the Chief of Police. His duties shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Police Department
- B. Supervision of all Police Department personnel
- C. Preparation and submission of the Police Department budget
- D. Submission of reports to the Town (either orally or in writing) when requested or required to ensure the proper communication between the Town and the Police Department.

- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Police Department.
- F. Supervision and control of all Police Department equipment and motor vehicles and/or motorized equipment belonging to or used by the Police Department.
- G. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department and keeping accurate inventories of same.
- H. Supervision of all special, auxiliary and/or reserve Police Officers.
- I. Supervision and control of all training programs for Police Department personnel and the assignment to shifts and duties of all Police Department personnel.
- J. Maintaining the discipline of Police Department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all Police Department personnel. Copies of all the above shall be submitted to the Selectboard or Town Administrator on an annual basis and in accordance with section 2.P herein.
- K. Attendance at hearings before any board/committee of the Town at which the Police Department is required to appear and before the Town Meeting (Special or otherwise) when necessary.
- L. Responsibility for planning, organizing, directing, staffing and coordination of police operations.
- M. Responsibility for communications with the public, including the media, on matters related to crime, police operations and department policy.
- N. The CHIEF must cross train for other critical positions to prepare for a declared emergency.
- O. Operation of the Police Department in accordance with Massachusetts General Laws, Chapter 41, Section 97, which was accepted by a vote of the Town Meeting on September 27, 1994.
- P. Any and all changes in the operation or rules and regulations of the Police Department must be presented to the Selectboard prior to said changes becoming effective. The Selectboard shall have 30 days to approve or disapprove said change. If no action shall be taken by said Selectboard within the 30-day period, then said change shall become effective as if issued by the Selectboard.
- Q. Any and all duties commensurate with being the Harbormaster for the Town of Gill, in accordance with Massachusetts General Laws, Chapter 102, Section 19.
- R. Any and all duties commensurate with being the Assistant Emergency Management Director for the Town of Gill, contingent upon annual appointment as the same by the Selectboard.
- S. Any and all other duties commensurate with being the Police Chief for the Town of Gill, or other duties assigned by the Selectboard.
- T. The Town recognizes new duties and assignments enumerated in subsections Q and R will cause a bona fide change of the CHIEF'S duties and responsibilities.

3 HOURS OF WORK/WORKING SCHEDULE

- A. The CHIEF is an Exempt Employee as defined by the "Town of Gill Personnel Policy," and the CHIEF agrees to devote that amount of time and energy that is reasonably necessary for the CHIEF to faithfully perform the duties of Chief of Police under this contract.

Notwithstanding the above, the CHIEF shall devote a minimum of eighty (80) hours per two-week pay period in the performance of his duties, and generally provide roughly equal coverage in each week.

- B. The CHIEF agrees that he will notify the Selectboard or Town Administrator in advance if he is going to be absent or unavailable as a result of vacation or other reasons. He further agrees that, when so absent, he will notify in advance the Selectboard or Town Administrator of the name of the officer in charge of the Police Department during said absence.
- C. The CHIEF shall be expected to reside within a 15-mile radius of the Town boundaries.
- D. The CHIEF shall be entitled to all the benefits provided to Town employees as specified in the "Town of Gill Personnel Policy," unless herein otherwise provided or excluded. As an Exempt Employee, the CHIEF does not receive additional compensation over his exempt salary, except as provided in Section 4.A.a. For example, he will not receive time-and-a-half, double-time, or compensatory time.
- E. During a declared emergency, the following conditions shall become effective:
 - a. The CHIEF must report to work
 - b. All vacations and leave may be cancelled
 - c. The CHIEF may be assigned to other essential positions
 - d. The CHIEF may be required to work from home or at other designated locations
- F. The CHIEF shall comply with all federal, state, and local laws, rules and regulations.

4 SALARY/COMPENSATION

- A. The CHIEF shall receive a yearly salary of \$129,304 (July 1 through June 30) as an Exempt Employee for the term of the contract. Unless it is proposed by the Selectboard and approved by a majority vote of the Selectboard, the CHIEF will not be entitled to any COLA increase during the term of this agreement.
 - a. The CHIEF shall be allowed to perform police details, grant-funded duties outside the normal course of his work, and other assignments outside the normal course of his work, and may receive compensation for such activities in excess of his salary so long as the compensation is funded by a source or sources other than the TOWN. The rate of pay for such work shall 1) follow the TOWN'S current policy for police details if a police detail is worked, or 2) be based upon a regular time hourly equivalent not to exceed the CHIEF'S yearly salary divided by 2088, or the overtime equivalent rate, as may be appropriate for the assignment.
- B. As part of the CHIEF'S compensation package, the TOWN agrees that it shall indemnify the CHIEF OF POLICE as provided in Massachusetts General Laws Chapter 258 Section 9.
- C. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than three (3) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
- D. In the event the CHIEF intends to resign voluntarily before the natural expiration of any term of employment, then the CHIEF shall give the Selectboard or Town Administrator ninety (90) days written notice in advance, unless the parties otherwise agree in writing. He shall not be permitted to utilize accrued vacation time during this notice period, unless specific permission is granted by the Selectboard.

- E. As a sworn police officer, the CHIEF shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.
- F. The TOWN shall provide a police vehicle for use by the CHIEF and pay for all operating and maintenance expenses and insurance on said vehicle. Said vehicle is to be used by the CHIEF in association with the performance of his duties as CHIEF and for his professional growth and development. It may also be used by the CHIEF for incidental personal use.
- G. The TOWN may terminate the CHIEF for cause at any time. The TOWN may decide not to renew the CHIEF'S contract with or without cause.

5 PROFESSIONAL DEVELOPMENT

The CHIEF may be given adequate opportunities to develop his skills and abilities as a law enforcement administrator upon written approval of the Selectboard. He may be reimbursed by the TOWN for expenses (including travel expenses) incurred while attending or traveling to professional development activities, within the confines of the departmental budget and with prior written permission of the Selectboard. The amount of reimbursement shall be limited to the actual expenses incurred and mileage (at the rate usually paid by the TOWN) in the event he should use his own personal vehicle.

6 DISCIPLINE OR DISCHARGE

- A. It is agreed that the CHIEF may be disciplined or discharged during the contract term for just cause as provided and/or set forth in the General Laws of the Commonwealth of Massachusetts.
- B. Nothing contained herein shall prevent the Selectboard, at a duly-called meeting and upon a majority vote of the members present, from placing the CHIEF on administrative leave with benefits and pay and without prejudice. In a situation where immediate action must be taken, the Chair of the Selectboard or the Town Administrator may place the CHIEF on administrative leave with benefits and pay and without prejudice until a duly-called meeting of the Selectboard occurs.

7 MODIFICATION/LAW GOVERNING/SEVERABILITY OF PROVISIONS/AVAILABILITY OF FUNDS

- A. No change or modification of this Contract shall be valid unless it shall be in writing and signed by both parties.
- B. This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- C. If any clause or provisions of this Contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby so long as the Contract continues to reflect the intent of the parties.
- D. This contract is subject to the availability of funds being granted by Town Meeting.

Signatures appear on the following page.

IN WITNESS THEREOF, the undersigned have executed two copies of this contract, on the date and year written below.

For the Town of Gill

For the Chief of Police

Gregory M. Snedeker

Christopher J. Redmond

Charles J. Garbiel II

Date: _____

Randy P. Crochier

Date: _____

END OF CONTRACT

DRAFT



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **March 31, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Gill Fire Department** located at **196A Main Rd, Gill, MA 01354** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **15 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its

employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information

(PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including,

but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Gill Fire Department

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Aisha Miller
 Valid Until: July 31, 2025
 Quote Number: 1545132000376353850

BILL TO:

William Kimball
 Gill Fire Department
 196A Main Rd
 Gill, MA 01354

Account: Gill Fire Department
Subscription Start: March 31, 2025
Initial Term: 15 months
Annual Subscription: \$6,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Basic Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 1,000.00
	15-month Subscription Fees Subtotal \$ 7,500.00
	Grand Total \$ 8,500.00
	<i>*Excluding Tax</i>

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around July 1, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on July 1st.

Payment Terms: Net 30 days

For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

Statement of Work | Gill Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Gill Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

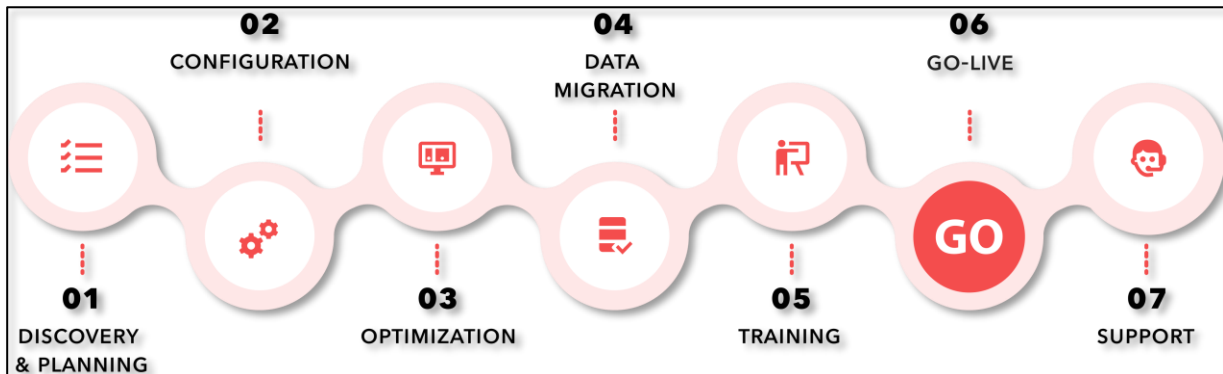
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Locality Media, Inc.	
	2 Business name/disregarded entity name, if different from above. First Due	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 107 7th Street	Requester's name and address (optional)
	6 City, state, and ZIP code Garden City, NY 11530	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	
8	1 - 1 3 8 8 0 6 2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Andreas Huber</i>	Date Jan 02 2025 10:23 PST
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TOWN OF GILL
M A S S A C H U S E T T S



Town Clerk

Monday March 10, 2025

RE: Use of Hand Counting of Ballots for Local Election

I would like to request that the Selectboard take a vote to allow hand counting of ballots for the Local Election May 19th, 2025.

Upon your signing below, I will notify the State within the 60-day timetable that we will not be using the ImageCast tabulator for our Local Election.

If you agree, please sign below and I will send this documentation to the Secretary of State.

Members of the Selectboard, Town of Gill, March 10, 2025

_____ Gregory M. Snedeker, Chair

_____ Charles J. Garbiel, II

_____ Randy P. Crochier

Thank you,

Doreen J. Stevens, Town Clerk

Ray Purington/Gill Selectboard

From: Ray Steele <redsteele@hotmail.com>
Sent: Monday, March 03, 2025 12:36 PM
To: Ray Purington/ Gill Selectboard
Subject: Barn dance

Afternoon Ray

On behalf of the Rec. Committee I m requesting that you ask the Selectboard this evening meeting, if we may use the Town Hall upstairs for a Barn Dance , March 30 2025, Sunday afternoon, 1 to 5 pm, ?

Thank you

Ray Steele

Get [Outlook for iOS](#)

LEGAL NOTICE
FY 2025 CDBG APPLICATION
PUBLIC HEARING
Towns of Gill (Lead) and New Salem

The Town of Gill will hold a joint public hearing on **Monday, March 10, 2025**, 6:00 p.m., in the Meeting Room at the Gill Town Hall, 325 Main Road, Gill, MA (Second Floor) to solicit public input/response to the Town's submission of an FY 2025 Massachusetts Community Development Block Grant (CDBG) application to the MA Executive Office of Housing and Livable Communities on behalf of the towns of Gill (Lead) and New Salem. The snow date for the Public Hearing will be Monday, March 24, 2025, at 6:00 p.m. at the same location.

The purpose of this meeting will be to discuss the contents of this application. The Town is considering applying for a Housing Rehabilitation Program town-wide in both towns. Town officials and a representative from HRA will be available to discuss the FY2025 CDBG activities. The Town may apply for no more than \$1,050,000. If awarded a grant, the Town of Gill will contract with Franklin County Regional Housing & Redevelopment Authority (HRA) to administer the CDBG Program.

The Town encourages residents from both towns to attend the meeting where any person or organization wishing to be heard will be afforded the opportunity. The Town will make reasonable accommodations for handicapped, non-English speaking, or hearing-impaired participants with seven days advance written notice to the Selectboard Office. Any resident unable to participate in the public hearing is welcome to submit written comments to the attention of the Town Administrator, Gill Town Hall, Gill, MA.

The Town of Gill is an equal opportunity provider.

Selectboard
Town of Gill

February 22, 2025
The Recorder