



SELECTBOARD AGENDA & MEETING NOTICE

April 7, 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

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

Old Business

- Review of Minutes: 5/21/24, 3/10/25, 3/24/25

New Business

- Intermunicipal Agreement for Emergency Medical Services among the Towns of Northfield, Gill, Erving, and Bernardston – review & possible vote to approve/sign
- Request from the FRCOG for a Town Meeting warrant article to amend the FRCOG’s Charter
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 FY25 #20 – Vendors (\$61,380.24) & Payroll (\$40,497.77) – reviewed/signed on 3/24/25
 FY25 #21 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 4/21		Patriots’ Day holiday	
Tues 4/22	5:30 PM	Selectboard meeting	Town Hall
Mon 5/5	?? PM	Selectboard meeting	Town Hall
Mon 5/5	7:00 PM	Annual Town Meeting	Town Hall
Mon 5/19	10AM-6PM	Town Election	Town Hall
Tues 5/20	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

May 21, 2024

Called to Order: The meeting was called to order at 5:30 PM in the 2nd 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, Bill Tomb.

Reorganization: Following the May 20th Town Election, the Selectboard reorganized. Crochier made a motion, seconded by Garbiel, to elect Snedeker as Chair. The motion was approved by a unanimous vote. Crochier made a motion, seconded by Snedeker, to elect Garbiel as Clerk. The motion was approved by a unanimous vote.

Crochier made a motion, seconded by Snedeker, to make the following committee appointments: Crochier as representative to the Personnel Committee; Snedeker as the representative to the FRCOG; John Ward as the representative and Snedeker as the alternate to the Franklin Regional Planning Board; Crochier as the representative and Purington as the alternate to the Franklin Regional Transit Authority; and Garbiel as the representative to the Cable Advisory Committee. The motion was approved by a unanimous vote.

Review of Minutes: No minutes were ready for review.

Comment by School Committee Rep: Bill Tomb addressed the Selectboard as a Gill representative for the Gill-Montague Regional School District school committee. He raised concerns about the scheduling of the second half of the annual town meeting on Tuesday, June 11th, as the school committee always holds its meetings on the second and fourth Tuesdays of the month. He feels the Town should consider other autonomous government entities when scheduling its meetings, and expressed a hope for better consultation and partnering in the future. The Selectboard thanked Tomb for his comments. Tomb left the meeting at 5:37 PM.

Town Election Outcomes: Purington reported the ballot question regarding converting the Treasurer and Tax Collector positions from elected to appointed were both approved by votes of 35 in favor, 10 opposed, and 2 blanks. The question to add two appointed members to the Sewer Commission was approved by a vote of 33 in favor, 12 opposed, and 2 blanks. The Personnel Committee will be asked to develop job descriptions for the Treasurer and Tax Collector positions. Community members, especially from the Riverside neighborhood, who are interested in serving on the Sewer Commission should contact Purington.

2024 Public Gathering Permit: The Selectboard reviewed the Turners Falls Schuetzen Verein's application for a public gathering permit covering club events in 2024, including clam bakes and car cruises. Crochier recused himself from the discussion and vote as he is a member of the club. It was noted the Police Department, Fire Department, and Board of Health had reviewed the application and had no objections. Garbiel made a motion, seconded by Snedeker, to approve the public gathering permit. The motion was approved by a vote of 2 in favor, 0 opposed, and 1 abstention.

Memorial Day Ceremony: The Memorial Committee extended an invitation to this year's Memorial Day ceremonies to be held on Sunday, May 26th.

Sewer Commitment and Abatement: Crochier made a motion, seconded by Garbiel, to approve a sewer commitment in the amount of \$50.62 with a bill date of May 2, 2024. The commitment is for a mid-quarter billing related to the sale of 26 French King Highway. The motion was approved by a unanimous vote. Crochier made a motion, seconded by Garbiel, to approved a sewer abatement for Jeff Suprenant in the amount of \$17.46 for metered water used to fill a spa. The motion was approved by a unanimous vote.

Comments re FirstLight Relicensing: There is a May 22nd deadline to file comments with the Federal Energy Regulatory Commission (FERC) regarding FirstLight's relicensing application. Purington suggested possible topics could include FirstLight's invasive species plan, its traditional cultural properties and historic properties management plan, non-project use of project lands, and erosion. Due to the timing, Gill's comments will likely borrow liberally from the FRCOG's comments on the same topics. Crochier made a motion, seconded by Garbiel,

to authorize Purington to write and submit comments to FERC as he feels represents the interests of the Town. The motion was approved by a unanimous vote.

Two points were raised for possible inclusion in the filed comments: 1) that FirstLight has required its camp license holders to manage invasive plants on the properties, and perhaps FirstLight itself should be required to do the same on its non-camp properties; and 2) a desire to see FirstLight take a more hands-on roll in managing the land relationship between camp license holders and private abutters.

In addition, the Massachusetts Department of Environmental Protection (MassDEP) has received an application from FirstLight for a 401 Water Quality Certification (WQC), and is conducting two remote public hearings on the application on May 29th at 1:30 and 7:00 PM. Written comments are due by June 3rd. Purington suggested the FERC comments could be reworked and tailored for MassDEP, and he plans to participate in one of the remote hearings. Crochier made a motion, seconded by Garbiel, to authorize Purington to testify on behalf of the Town at the hearing and to submit written comments to MassDEP. The motion was approved by a unanimous vote.

Recess to Budget Meeting: At 6:00 PM the Selectboard recessed its regular biweekly business meeting to participate in a joint budget meeting with the Finance Committee. Savage and Batchelder left the meeting. The joint meeting adjourned at 7:50 PM and the Selectboard resumed its regular meeting.

Warrant: The Selectboard reviewed and signed the FY 2024 warrant # 24 with a total of \$43,982.66 for vendors and \$35,441.86 for payroll.

Police Chief COLA for FY25: By consensus the Selectboard decided the Police Chief would receive the same COLA in FY25 as is provided for the rest of the Town's employees. The Chief's contract excludes him from automatically receiving a COLA and it must be separately decided by the Selectboard.

The meeting adjourned at 8:05 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 04/07/2025

Charles Garbiel, Selectboard Clerk

TOWN OF GILL

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



SELECTBOARD MEETING MINUTES

March 10, 2025

Called to Order: The meeting was called to order at 5:14 PM in the 2nd floor meeting room at the Gill Town Hall.

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

Others Present: Ray Purington, Town Administrator; Tim Batchelder, Erin-Leigh Hoffman, Kate Savage, and Chris Redmond.

Police Chief Employment Agreement: The Selectboard announced that after two negotiation sessions with Police Chief Chris Redmond a 3-year contract extension has been agreed upon. The proposed contract includes a 22% increase in salary to \$129,304 and added titles and duties of Harbormaster and Assistant Emergency Management Director. It was noted Redmond has been a police officer for 37 years, with 33 of those years working in Gill, and has been Police Chief for 8 years. It was stated Redmond is a fantastic chief, and the new salary is in line with those of other chiefs in the area. Crochier made a motion, seconded by Garbiel, to approve and sign the 3-year employment agreement with Police Chief Chris Redmond. The motion was approved by a unanimous vote.

Crochier left the meeting at 5:20 PM. Jeff Suprenant joined the meeting at 5:20 PM.

Review of Minutes: Garbiel made a motion, seconded by Snedeker, to approve the minutes of 06/03/2024 and 02/24/2025. The motion was approved by a vote of 2 in favor and 0 opposed.

Request to Hand Count Town Election: Garbiel made a motion, seconded by Crochier, to approve a request from Town Clerk Doreen Stevens to allow hand counting of ballots for the Town's local election on May 19, 2025. The motion was approved by a vote of 2 in favor and 0 opposed.

Barn Dance Request: By consensus the Selectboard approved a request from the Recreation Committee to hold a community barn dance at the Town Hall on Sunday, March 30, 2025.

Recessed Meeting: The Selectboard recessed its meeting at 5:27 PM in order to participate in the separately posted meeting of the Sewer Commission. At the end of the Sewer Commission meeting the Selectboard resumed its meeting at 5:55 PM.

Brad Clements, Bill Kimball, and Brian McHugh joined the meeting.

Fire Department Purchase Order: Fire Chief Bill Kimball met with the Selectboard to request approval of a \$1,000 purchase order to Locality Media for acquisition and setup of the company's First Due software. He explained the software includes incident reporting, employee training logs, equipment maintenance logs, permitting, payroll reporting, and location pre-planning data. Currently the Fire Department uses ESO software for fire and incident reporting with an annual cost of \$3,445 and PS Trax software for vehicle and equipment checks with an annual cost of \$2,175. The annual cost of the First Due software, to be billed starting in FY26, is \$6,000, only \$380 more than the existing software and has much more functionality. Garbiel made a motion, seconded by Snedeker, to approve the \$1,000 purchase order for implementing the software purchase and transition. The motion was approved by a vote of 2 in favor and 0 opposed. Redmond and Kimball left the meeting at 6:10 PM.

Public Hearing – CDBG Grant Application: At 6:10 PM the Selectboard held a public hearing to solicit public input and response on the Town's submission of an FY 2025 Massachusetts Community Development Block Grant (CDBG) application to the MA Executive Office of Housing & Livable Communities (EOHLC) on behalf of the towns of Gill (lead) and New Salem. The legal notice for the public hearing was read aloud by Snedeker.

Brian McHugh, Director of Community Development for the Franklin County Regional Housing & Redevelopment Authority (FCRHRA), led a discussion of a 2-page handout that summarized the application process, proposed activities, and application schedule. The application is requesting \$630,000 for housing rehabilitation in the two towns, and it is anticipated the grant will serve 9 units at the maximum cost of \$70,000 per unit. There are currently 6 households from Gill and 6 households from New Salem on the waiting list for rehab funds, however, the

households have not been reviewed for income eligibility. It is typical for there to be a 25-30% drop-off rate, where households on the waiting list do not become loan recipients due to eligibility, disinterest, or unresponsiveness. McHugh explained the housing rehab funds are loaned to income-eligible owner-occupants in the form of a 0% interest deferred payment loan (100% of the loan is forgiven over the course of 15 years).

The FCRHRA will receive a 30% grant management fee (\$270,000), and the total grant application is \$900,000. The maximum amount for a 2-town application is \$1,050,000. McHugh explained that due to the typical drop-off rate for the waiting list and due to his agency's capacity constraints from other ongoing and new grants, it is felt the \$900,000 will adequately meet the current housing rehab needs of the two towns. The grant application is due on April 14, 2025.

Clements, who is a resident of New Salem, asked about a possible rehab loan for a fireplace modification for his home. There were no other questions or comments about the program from those in attendance.

Garbiel made a motion, seconded by Snedeker, to authorize the FCRHRA to submit the CDBG application on behalf of the Town. The motion was approved by a vote of 2 in favor and 0 opposed. Garbiel made a motion, seconded by Snedeker, to authorize Purington to sign grant application documents on the Town's behalf. The motion was approved by a vote of 2 in favor and 0 opposed. Garbiel made a motion, seconded by Snedeker, to authorize Purington to execute an FY25 CDBG contract between the Town and EOHLC. The motion was approved by a vote of 2 in favor and 0 opposed.

At 6:38 PM Garbiel made a motion, seconded by Snedeker, to close the public hearing. The motion was approved by a vote of 2 in favor and 0 opposed. McHugh, Clements, Savage, Hoffman, and Batchelder left the meeting.

Warrant: The Selectboard reviewed and signed the FY 2025 warrant # 19 with totals of \$540,042.79 for vendors and \$31,746.42 for payroll.

The meeting adjourned at 7:03 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 04/07/2025

Charles Garbiel, Selectboard Clerk

INTER-MUNICIPAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES AMONG THE TOWNS OF NORTHFIELD, GILL, ERVING, AND BERNARDSTON

THIS AGREEMENT dated as of the ____ day of _____, 2025 (this "Agreement") is entered into by and among the Town of Northfield ("Northfield"), as the host municipality, the Town of Gill ("Gill"), the Town of Erving ("Erving"), and the Town of Bernardston ("Bernardston"), acting by and through their respective Select Boards. In this Agreement, each of the towns is a "Town" or "Party", individually, and collectively, the "Towns" or "Parties".

WHEREAS, G.L. c. 40, § 4A authorizes the Select Board of a town to enter into agreements with one or more municipalities and other governmental units for, and to share costs of, that other unit's services which the city or town is authorized to perform; and

WHEREAS, each of the Towns is responsible for planning, guiding, and coordinating the provision of emergency medical services ("EMS") within its borders; and

WHEREAS, the select boards in each of the Towns wish to provide for the provision of emergency medical services in Gill, Erving, and Bernardston using Northfield's EMS department (Northfield EMS) under an arrangement of coordination and cooperation including advice and consent by Gill, Erving, and Bernardston as provided for in this Agreement, but under the direction and control of a single "EMS Chief" (defined below); and

WHEREAS, the select boards in each of the Towns previously executed an Agreement for Emergency Medical Services, dated May 5, 2022, and last updated December 20, 2022, and desire to now enter into this Agreement for comprehensive EMS;

NOW, THEREFORE, the Towns, in consideration of the promises set forth above and the mutual covenants set forth below, and intending to be legally bound, hereby agree as follows:

- 1) PURPOSE: The purpose of the Agreement is for the Towns to participate in a shared costs and services arrangement pursuant to G.L. c. 40 § 4A, whereby Northfield shall act as the "Host Municipality" and operate an EMS department as authorized by G.L. c. 111C, subject to the terms of this Agreement, for the purpose of serving the EMS needs of the member Towns (the "Joint Emergency Medical Services").
 - a) Without limiting the generality of the foregoing, in providing the Joint Emergency Medical Services among all the Towns, the Host Municipality shall:
 - i) enter into contracts for goods and services necessary for the operation of the Joint Emergency Medical Services;
 - ii) employ all staff, including, without limitation, an "EMS Chief" and all subordinate personnel and other employees and have all authority to supervise, hire, be responsible for discipline and terminate said employees;
 - iii) maintain insurance in such coverage amounts and with such deductibles as it deems appropriate, and as required under Section 14 of this Agreement, for the emergency medical services to be performed by Northfield pursuant to this Agreement;

- iv) apply for available grants and administer any grants awarded at the discretion of the EMS Chief;
 - v) maintain appropriate records and submit all appropriate data, reports, and other information to federal and state agencies as required by law and the towns; and
 - vi) be responsible for, as necessary, any unforeseen incidental or other costs related to the provision of emergency medical services in and for Northfield and, through this Agreement, in and for Gill, Erving, and Bernardston, subject to the right to be reimbursed for such costs related to services for Gill, Erving, and Bernardston, respectively, such costs to be determined after review and evaluation of the expenses by the Select Boards of the Towns and the Advisory Committee established pursuant to Section 4, below.
- 2) TERM: The term of this Agreement (the "Term") shall be for a period of three (3) years commencing on July 1, 2025, provided that any Town may terminate this Agreement as set forth in Section 12, below. At the end of the initial three (3) year period, this Agreement shall renew for successive three (3) year periods upon agreement of the parties with at least six (6) months' notice if practicable, not to exceed a maximum term of twenty-five (25) years.
- 3) ASSESSMENTS, COSTS AND SCOPE OF SERVICES: Northfield shall provide Gill, Erving, and Bernardston with the Joint Emergency Medical Services as required by and consistent with the terms of this Agreement and shall make a quarterly assessment for said services and shall provide each town with quarterly reports as set forth below.
- a) Gill, Erving, and Bernardston will pay Northfield the assessment quarterly beginning in July of 2025. Northfield shall provide Gill, Erving, and Bernardston not later than June 15th, an invoice based upon the EMS budget approved by Northfield's Town Meeting, apportioned in accordance with Exhibit B and detailing the quarterly payments for the following fiscal year beginning on July 1st and ending June 30th. Gill, Erving, and Bernardston shall make such quarterly payments as detailed in said statement without requiring additional invoices or statements, subject to appropriation.
 - b) Gill, Erving, and Bernardston shall afford to Northfield EMS responders the same legal enforcement authority, powers and rights in Gill, Erving, and Bernardston as would be afforded to like responders serving in similar capacities in Gill, Erving, and Bernardston.
 - c) Northfield EMS shall provide the Joint Emergency Medical Services within the borders of Gill, Erving, and Bernardston under this Agreement, which includes 24/7 service on a continual basis for the term of this Agreement. The Joint Emergency Medical Services shall be provided through personnel duly trained and certified in accordance with the requirements of the Commonwealth of Massachusetts Office of Emergency Medical Services (OEMS). Northfield shall employ, train and supervise all necessary personnel to perform the

services required under this Agreement.

- d) Northfield shall bill third party insurance carriers for services provided.
- e) The Advisory Committee, as described in Section 4 below, shall be responsible for monitoring, reviewing, and recommending changes in costs for services performed and other details of this section, including Exhibit B Cost of Services at least annually. The Advisory Committee shall submit recommendations for changes to the Northfield Select Board for review and approval, which approval shall be appended to this Agreement.
- f) All Towns acknowledge that this is a mutually beneficial agreement and further acknowledge that any unexpected or unforeseen expenditures requiring additional resources will be the responsibility of all Towns and such costs will be allocated as described in this section. In the event such an expenditure is not directly addressed in this Agreement, it shall be the responsibility of the Advisory Committee to make a recommendation for cost sharing by each Town. In all such instances, the EMS Chief will be responsible for providing a timely and thorough explanation of said expenditures to the Select Boards of each Town; said expenditures are subject to all applicable laws pertaining to appropriation of funds.
- g) Northfield shall be entitled to all revenues received from billing or other fees associated with providing emergency medical services, regardless of the Town in which the payee resides or the services are provided. Northfield will provide an accounting of all revenues as part of the reports described in Section 3(i), but in no way shall these revenues be considered as an offset against any cost sharing and assessments described in this Agreement.
- h) Subject to appropriation, each Town agrees to set aside funds within its annual budget to provide replacement vehicles and other major capital equipment based on the replacement cycle determined by the EMS Chief in consultation with the Advisory Committee and such funds will be transferred from Gill, Erving, and Bernardston to Northfield at or before the end of the replacement cycle. Northfield shall be responsible for the proportional share of any such vehicles or capital equipment in accordance with the assessment formula described in Exhibit B. The annual funds to be set aside for the purposes of this provision shall be set forth in the assessment figures and shall clearly differentiate between capital and operating costs, provided to the Towns each year in December/January.
- i) The EMS Chief shall provide all Towns with a quarterly report detailing the following:
 - i) Call volumes including intercepts;
 - ii) Community outreach and special events activities;
 - iii) Grants management information;
 - iv) Staffing status, including recruiting and retention information; and

- v) Any other information the Chief or Select Boards wish to include that is reasonable and appropriate, in the opinion of the Chief, to include.
 - j) The EMS Chief shall appear before said Boards to discuss such reports if requested, when sufficient notice of at least two business days has been given to all interested parties. Notice as it pertains to this section shall be given at minimum to the EMS Chief and Northfield Town Administrator.
 - k) The EMS Chief shall make recommendations to the Gill, Erving, and Bernardston Select Boards and the Chief will be available to meet with the Gill, Erving, and Bernardston Select Boards at their request to discuss the operating budget and the provision of emergency medical services.
- 4) EMS ADVISORY COMMITTEE: The Towns hereby establish a Joint Emergency Medical Services Advisory Committee (the "Advisory Committee"), consisting of two members representing each town, both appointed by the Select Board, and the EMS Chief. In any case, the official size of the Advisory Committee will be no more than nine (9) members unless new members join this Agreement in the future through the process described in Section 10. Should new members join, they will be afforded the same representation (two representatives, both appointed by the Select Board) to the Advisory Committee. Membership on the Advisory Committee shall be an odd number. The purpose of the Advisory Committee will be to establish, analyze, and update as needed, the terms for the emergency medical services provided pursuant to this Agreement. This Joint Emergency Medical Services Advisory Committee will be subject to the provisions of Open Meeting Law.
- a) Term: The term of each representative on the Advisory Committee shall be one year. Each year, at the first quarterly meeting of the Advisory Committee on or after July 1st, the Advisory Committee shall elect a Chair, a Vice Chair, and a Clerk.
 - b) Purpose: Each Town may review, raise issues, and make comments or recommendations on matters relating to the provision of emergency medical services under this Agreement, including:
 - i) Review quarterly assessments, including conducting an ongoing review of the assessments and assessment model and make recommendations on changes to the model. It is acknowledged that the assessments may change in the future and will be reviewed and reassessed as agreed upon by vote of the Committee, recommendation to the Towns, and affirmative vote of the Select Board. Should any additional appropriation be made necessary by such a change in assessment, Town Meeting will be required to consider such appropriation.

- ii) Deliberate and make recommendations on the Joint Emergency Medical Services budget to aid in the annual budgeting process of each Town. It is acknowledged that such recommendations are advisory only and the Advisory Committee has no authority to approve or deny the Joint Emergency Medical Services budget.
 - iii) Work to resolve issues of mutual concern regarding performance under this Agreement between the Towns and provide support to the EMS Chief when he or she may request the same.
 - iv) Develop recommendations on terms and conditions for the admittance of any prospective member municipalities that desire to become a party to this Agreement in the future. This includes, at the discretion of the Advisory Committee, appointing subcommittees to study issues, costs and other impacts and considerations that may arise from the addition of new member towns, as well as the impact on the assessment considerations put forth in Section 3 of this Agreement.
- c) Operation: The Advisory Committee shall meet quarterly, to review matters pertaining to emergency medical services provided pursuant to this Agreement. At such meetings the Advisory Committee shall review, discuss and, as appropriate, make recommendations on issues governed by this Agreement. As the Host Municipality, Northfield shall have the ultimate decision-making authority on operational matters raised by the Committee under this section. In instances where such issues, policies or procedures are the result of State or Federal mandates or otherwise deemed critical, the EMS Chief shall exercise reasonable discretion to maintain public safety.
- 5) CAPITAL ASSETS, EQUIPMENT, AND SUPPLIES: All vehicles, equipment, supplies, and other accoutrements used in the provision of the Joint Emergency Medical Services under this Agreement, shall be considered the property of Northfield. Equipment acquired pursuant to this Agreement by Northfield for the provision of the Joint Emergency Medical Services under this Agreement shall remain the property of Northfield in the event of termination of this Agreement.
- 6) BUDGET: The budget for emergency medical services will be developed and managed by Northfield with recommendations from Gill, Erving, and Bernardston pursuant to Section 4 of this Agreement. The annual budget, including all municipal assessments, shall be prepared in a timely manner by Northfield to meet the financial evaluation and fiscal expectations of Gill, Erving, and Bernardston. The annual capital budget request shall be delivered to the Towns in accordance with the budget calendar, on or before December 1st, and the annual operating budget on or before January 1st of the preceding fiscal year so that each Town may review and provide any further comment or recommendations through their respective Finance Committees and Select Boards.

- a) Any remaining funds in the Joint Emergency Medical Services budget after an annual reconciliation of the costs of providing emergency medical services and the respective contributions of the Towns will remain with the Northfield EMS Enterprise Fund and will be certified as retained earnings to be used and budgeted in accordance with the budget process set forth in this Agreement.
- b) Annual Report – On or before March 1 of each year, Northfield shall deliver to Gill, Erving, and Bernardston an annual report and budget summary describing the programs, operations, challenges, and opportunities pertaining to the emergency medical services provided under this Agreement.

7) FINANCIAL SAFEGUARDS:

- a) Under the provisions of M.G.L. Chapter 40, §4A, Northfield shall provide to Gill, Erving, and Bernardston quarterly expenditure and revenue statements and requests for services under the Agreement. Such reports shall be compiled and distributed by the EMS Chief as required.
- b) The maximum extent of each Town’s financial liability for provision of services and assessments for such services in connection with this Agreement shall not exceed the amount validly appropriated by each Town for said purpose. In the case of an unanticipated shortfall, the Town of Northfield shall notify each of the towns, as soon as practicable, no later than April 1st, an adjusted assessment and explanation for the shortfall. Each town will make a good faith effort to allocate the funds needed to balance the budget.

8) EMS CHIEF POSITION DESCRIPTION, DEFINITION: The EMS Chief shall be responsible for organizing, directing, and supervising all operations of the Joint Emergency Medical Services, as set forth in the job description that is attached hereto as Exhibit A. This job description is intended to serve as an illustration of the duties and responsibilities of the EMS Chief but is subject to change by the Town of Northfield as the employer.

- a) The EMS Chief shall be appointed by and report to the Northfield Select Board.
 - i) In the event that, for any reason, Northfield needs to hire a new EMS Chief, the Northfield Select Board shall provide for the posting of notice of the vacancy and conduct such a search process as it determines to be appropriate. The Northfield Select Board shall appoint a hiring/screening advisory subcommittee, whose members and composition shall be at the discretion of the Northfield Select Board, but shall include one (1) or more members of the Advisory Committee representing the towns of Gill, Erving, and Bernardston, to screen candidates for the position in executive session or otherwise under the requirements of the Open Meeting Law, G.L. c. 30A, § 21(a)(8).

Northfield retains all authority in hiring, evaluating, and terminating the EMS Chief in accordance with the provisions of his or her contract.

- b) The EMS Chief may apply for and monitor grants for which Northfield, Gill, Erving, and Bernardston may be eligible and shall comply with all requirements of the granting authority, whether public or private. Applications for grants which require matching contributions from the Town(s) must receive prior approval from the Select Board of the respective Town(s).
- 9) COMPLAINTS: Gill, Erving, and Bernardston shall notify the EMS Chief and Northfield Select Board of any complaints received by any Gill, Erving, or Bernardston officials regarding the actions, activities or conduct of any EMS personnel immediately upon receipt. Unless otherwise required by law, Gill, Erving, and Bernardston shall have no involvement nor responsibility whatsoever in investigating or resolving such a complaint unless specifically requested to do so by the Northfield Select Board at the recommendation of the EMS Chief. Gill, Erving, and Bernardston shall be appraised of the resolution of any such complaints.
- 10) ADDITION OF NEW MEMBERS: The addition of new member municipalities to the Agreement will require an affirmative vote of the Select Board of each member Town to allow another town to participate in this Agreement and an amendment in accordance with Section 11 below. It shall be the responsibility of the Advisory Committee at the time of the request to determine the terms under which a prospective new member may join this Agreement, but in any event, the new member shall cover all costs and expenses associated with their entry to and participation in this Agreement.
- 11) AMENDMENTS: This Agreement may not be revised, modified, or amended except in writing by all Towns when duly authorized by their respective Select Board.
- 12) TERMINATION: Any Town may terminate its participation in this Agreement upon one (1) year's written notice to the other Towns, or as otherwise provided in Section 12(a) of this Agreement. Such notice must be signed by a majority of the Select Board and need not state any cause. Following termination, the removed Town shall be solely responsible for the provision of its emergency medical services. Such termination shall not relieve the terminating Town from any obligations that may have arisen hereunder prior to such termination, nor from any financial obligations that may extend beyond the termination date. Upon such termination, Northfield shall prepare a full statement of outstanding unpaid financial obligations incurred up to the effective date of termination under this Agreement and present the same for payment within thirty (30) days thereafter. Northfield shall continue providing services up until the effective termination date.
- a) TERMINATION DUE TO LACK OF FUNDING: Each Party acknowledges that all Parties are political subdivisions of the Commonwealth of Massachusetts established pursuant to law

and that they are funded in large part through Federal, state, and local monies. The maximum extent of each Town's financial liability in connection with this Agreement shall not exceed the amount validly appropriated by each said Town for said purposes. Notwithstanding any other provision in this Agreement, all Parties shall have the right, exercised in each Party's discretion, to terminate this Agreement on not less than one year's notice, unless a lack of appropriation makes it impossible for the terminating Party to perform its obligations under the Agreement and then by not less than thirty (30) days' written notice to the other Parties. The termination notice shall include documentation of the insufficiency of funding. In the event that a participating town does not appropriate the required funding to support their portion of the assessment provided by Northfield, the services will be provided pursuant to the fee for service rate detailed on Exhibit B each fiscal year, so long as Northfield EMS continues to be designated by the State Department of Public Health in the Service Zone Plan as the primary ambulance service.

- 13) LIABILITY: Pursuant to MGL c. 40, s. 4A, each party to this Agreement shall be liable only for the acts and omissions of its own employees and not for the employees of any other party in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. The respective Towns shall hold each other harmless from any and all claims related to employment or employee benefits, to the extent permitted by law, collectively bargained or otherwise, made by persons under their employ prior to the commencement of operations under the Agreement and arising from the establishment hereof. By entering into this Agreement, none of the parties has waived any governmental immunity or limitation of damages which may be afforded to it by operation of law.
- 14) INSURANCE: The Town of Northfield shall maintain required insurance for personnel, vehicles, equipment, facilities and other materials used in the provision of emergency medical services and shall maintain General Liability insurance in the amounts of \$1,000,000 each occurrence and \$3,000,000 general aggregate, including liability insurance. Northfield shall provide a certificate of insurance stating the aforementioned coverages and further naming the other Towns as additionally insured. All said policies or certificates shall provide for a minimum of 60 days' notice to the Towns, as the case may be, in the event of cancellation or material change thereof.
- 15) ASSIGNMENT: No Town shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other parties.
- 16) SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Agreement shall remain valid and shall be enforced to the extent permitted by law so long as the Agreement continues to allow for each Party to receive the benefit

of its bargain under the Agreement. For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise no Party shall be considered the drafter of this Agreement and no Party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, the services provided hereunder, or otherwise.

- 17) **WAIVER:** The obligations and conditions set forth in this Agreement may be waived only in writing signed by the Party waiving such obligation or condition. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- 18) **APPLICABLE LAW:** The Parties agree to comply with all applicable local, state, and federal laws, regulations and orders relating to the performance of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action brought pursuant to this Agreement shall be brought in the Commonwealth courts of Franklin County. Trial by jury is waived by all Parties.
- 19) **DISPUTE RESOLUTION:** No suit upon any claim or cause of action, or for damages upon, by reason of, or growing out of, this Agreement or non-performance or faulty performance, shall be filed or maintained by any Town unless notice of such claim or cause of action be first given to the other Parties provided in Section 22 herein not less than sixty (60) days prior to filing. In the event any dispute of any kind should arise between the Towns concerning the construction of this Agreement or the breach thereof, the Parties agree to mediate such dispute prior to filing in Court so long as no statute of limitation issue exists. Any costs associated with mediation shall be split evenly between the Towns. Notwithstanding the above, the Towns reserve the right, either in law or equity, and without advance notice to file suit with a court of competent jurisdiction in the nature of specific performance or other proceeding to enforce or compel performance of any or all terms and conditions of this Agreement, without prior mediation.
- 20) **NON-DISCRIMINATION:** The Parties shall not discriminate against any person in their activities under this Agreement, including employees or applicants for employment, because of race, color, creed, national origin, age, sex, sexual orientation, sexual identity, disability, veteran status, ancestry, or any other legally protected status. With respect to their exercise of all rights and privileges herein granted, the Parties shall undertake such affirmative action as is required by Federal and State laws, rules, and regulations pertinent to civil rights and equal opportunity, unless otherwise exempted therefrom.
- 21) **HEADINGS:** The paragraph headings herein are used for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

22) NOTICE: Any notice permitted or required hereunder to be given or served on any Town shall be in writing signed in the name of or on behalf of the Town giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For: Town of Northfield
Town Administrator
69 Main Street
Northfield, MA 01360

For: Town of Bernardston
Town Administrator
38 Church Street
Bernardston, MA 01337

For: Town of Gill
Town Administrator
325 Main Road
Gill, MA 01354

For: Town of Erving
Town Administrator
12 East Main Street
Erving, MA 01344

23) COMPLETE AGREEMENT: This Agreement, and all exhibits referenced herein and attached hereto, constitute the entire agreement between the Parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by the other Party or by any person for whose actions the other Party is responsible, other than the express, written representations set forth herein. This Agreement shall supersede and replace prior intermunicipal agreements among the Towns for EMS services.

24) NO THIRD-PARTY BENEFICIARIES: This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any entity not a Party hereto.

25) NO PERSONAL LIABILITY: No officer or employee of a Party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.

26) AUTHORITY: Each Town executing this Agreement acknowledges that it has full power and authority to do so and that the Select Board executing on its behalf has the authority to bind the Town.

27) COUNTERPARTS: This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts. A signed email or facsimile copy of this Agreement, or a signed portable document

format (.pdf) copy of this Agreement, shall be binding upon the Parties as fully and to the same extent as an original signed copy.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

TOWN OF NORTHFIELD

TOWN OF BERNARDSTON

By: _____

By: _____

[Name], [Title] of the Northfield Select Board
Duly authorized by vote of the Northfield Select Board on [____], 202[__]

[Name], [Title] of the Bernardston Select Board
Duly authorized by vote of the Bernardston Select Board on [____], 202[__]

TOWN OF GILL

TOWN OF ERVING

By: _____

By: _____

Greg Snedeker, Chair of the Gill Select Board
Duly authorized by vote of the Gill Select Board on [____], 202[__]

[Name], [Title] of the Erving Select Board
Duly authorized by vote of the Erving Select Board on [____], 202[__]

List of Exhibits

Exhibit A –EMS Chief Job Description

Exhibit B – Cost of Services and Assessment Model

**Town of Northfield, Massachusetts
Job Description**

Position Title:	Emergency Medical Services Chief		Contract
Department	Emergency Medical Services	Date:	July 16, 2024
Reports to:	Town Administrator	FLSA Status	Exempt

Statement of Duties: The Emergency Medical Services Chief is responsible for the overall management and administration of the EMS department in the Town of Northfield and the provision of emergency medical services in conformance with applicable provisions of the Massachusetts General Laws, professional standards and the Northfield EMS Policy and Procedure Manual.

Supervision Required: Under the general supervision of the Town Administrator with guidance from the Select Board, the employee works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. The employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to resolve all conflicts that arise and coordinate with others, as necessary. The employee carries out duties and responsibilities in accordance with state and federal laws and/or regulations. Consulting with the Select Board or state/federal officials when clarification, interpretation, or exception to policies may be anticipated or required.

Supervisory Responsibility: The employee is accountable for the direction and success of a major department of the Town. The Chief is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The Chief typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and staffing requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including or effectively recommending hiring, training, and disciplining of employees. Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, volume of work, sudden emergencies, and goals due to uncontrollable or unpredictable circumstances. The department consists of approximately fifteen (15) emergency response personnel with a mixture of fulltime and on-call.

Confidentiality: The employee has regular access at the departmental level to confidential information such as department records including personnel records, medical records, lawsuits, and client records.

Accountability: Duties include department level responsibility for technical processes, service delivery, and contribution to municipal wide plans and objectives and fiscal responsibility for the

Emergency Medical Services Chief

Town of Northfield, Massachusetts
Job Description

department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department operations or have extensive financial and legal repercussions and/or loss of life.

Judgment: Guidelines provide only limited guidance for performing the work. They may be in the form of administrative or organizational policies, general principles, legislation or directives that pertain to a major department of the Town. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines, and in determining how they should be applied.

Complexity: The work consists of employing many different concepts, theories, principles, techniques and practices relating to an administrative field. Assignments typically concern such matters as studying trends in the field for application to the work; assessing services and recommending improvements; planning long range projects; devising new techniques for application to the work, developing and recommending policies, standards or criteria to evaluate performance.

Work Environment: The position requires a combination of office and field work. The work requires a high degree of individual tolerance to combinations of extremely unpleasant elements, or mental stress from constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well being and/or safety are constantly compromised such as Fire and Police personnel. Employee may be required to work beyond normal business hours to attend evening meetings or to respond to natural or man-made emergencies on a 24/7 basis, 365 days per year.

Nature and Purpose of Public Contact: The employee has constant contact with local, County, State, and Federal government officials, community leaders and any other individuals to protect and promote government relations and the municipality's overall interest. The employee must possess a high degree of diplomacy and judgment, as well as an ability to explain ramifications and opportunities to non-EMS audiences. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical emergency and important situations that may influence the well being of the department.

Occupational Risk: Duties generally do not present occupational risk to the employee. Personal injury could occur, however, during emergency operations through employee failure to properly follow safety precautions or procedures. Examples of personal injury may include bruises from falls, cuts or muscular strains from lifting or carrying equipment or materials.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

ADMINISTRATION:

Emergency Medical Services Chief

Town of Northfield, Massachusetts
Job Description

- Plans, coordinates, supervises, and evaluates the operation of the Northfield Emergency Medical Services Department; ensures that the facility is secure and contains the equipment necessary to provide multi-jurisdictional command and control of an accident including back-up power generation.
- Oversee operation and maintenance of EMS vehicles and equipment to keep them in a state of readiness.
- Responsible for the development and implementation of the department's staffing plan to ensure for the proper emergency response levels. Oversees and conducts annual performance evaluations and ongoing training and professional development of staff.
- Handles personnel matters for Department staff, consulting with the Town Administrator when necessary.
- Oversees day-to-day operations of the department including scheduling, budgeting and resource allocation, manage payroll, purchasing and financial reporting; monitors and controls Department expenses.
- Establishes chain of command and oversees training of officers on assigned administrative support duties.
- Prepares regular reports on the performance of EMS and submits reports to the Select Boards of each town receiving services from Northfield EMS.
- Presents reports and updates in person at Select Board and/or Finance Committee meetings as needed throughout the year.
- Prepares the annual budget for submission to the Select Board's and Finance Committee. Is prepared to discuss and explain the Department budget at Town Meeting(s).
- Ensures continuity of service for the Department, such as keeping supplies stocked and the department vehicles in safe, working order.
- Develops and maintains the department's professional standards and the Northfield EMS Policy and Procedure Manual in accordance with applicable state and/or federal laws and regulations.
- Serves as a liaison for the Town with other local, regional, state, and federal emergency medical service agencies.
- Coordinates with medical professionals, hospitals, and public health officials to develop mass casualty incidents and response plans.
- Consults on preparation of grant applications for the purpose of securing state or federal funds. Administers grant awards and projects.
- Monitors compliance with all state, federal, and local laws, and regulations.
- Works cooperatively and proactively with other municipal, state, and federal emergency services agencies to respond to current emergencies as well as to develop, foster, and collaborate on mutual long-term relationships and objectives.
- Attends professional meetings, training programs and seminars in order to stay abreast of changes or trends in the EMS field and Massachusetts statutes and regulations and to maintain required licenses and/or certifications.
- Coordinates a public outreach and education program in preparing for local emergency medical services.

FIELD DUTIES:

Town of Northfield, Massachusetts
Job Description

- Respond to calls for service in a safe and efficient manner; determine nature and extent of injury or illness of patient based on protocol, may report case to emergency department; determine patient status and render appropriate care on-site and in route. Observe patient in route and administer care based on standing orders as directed by physician or pre-hospital treatment protocols.
- Assist in lifting, carrying and transporting patient to medical facility; report verbally and in writing observations about the patient and care provided at the scene and in route; provide assistance to emergency staff as required in the transference of patient care.
- During emergencies, the Chief has the responsibility to ensure that proper coordination is taking place between town departments as well as state and federal agencies as necessary and that all logistical needs are addressed. Advise and update the Select Board and Town Administrator to changes during emergencies.

CLINICAL AND QUALITY ASSURANCE:

- Monitor and evaluate clinical performance to ensure adherence to established protocols and standards.
- Implement quality assurance programs and continuous improvement initiatives.
- Stay current with advancements in emergency medical care and integrate best practices into the department.
- Performs other related job duties as required.

Recommended Minimum Qualifications:

Education and Experience: Minimum of five (5) years of progressive experience as a practicing paramedic preferably with at least one to two (1-2) years in a supervisory capacity; or any equivalent combination of education, training and experience.

Special Requirements: Class D motor vehicle driver's License. Current certification as a paramedic (National Registry of emergency Medical Technicians or equivalent), with active, unrestricted medical control. Ability to obtain/maintain state licensure/ regional authorization to practice.

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of the principles and practices of local emergency response techniques, operational practices as applicable as well as state and federal regulations. Knowledge of the principles and practices of administration and management. Knowledge of State and Federal grant programs in support of department operations.

Abilities: Ability to think critically and act decisively under adverse, life threatening, stressful working conditions. Ability to develop and maintain harmonious and productive working relationships with Town officials, town department heads, local and/or state officials. Ability to plan, assign and direct large scale operations of personnel and equipment making sound judgments under stressful situations. Ability to deal with the general public in a diplomatic and effective manner. Ability to prepare and administer grants consistent with state and/or federal guidelines. Ability to respond to emergency incidents. Ability to establish and maintain harmonious and

Town of Northfield, Massachusetts
Job Description

productive working relationships with town officials and emergency services officials from other towns.

Skill: Excellent oral and written communication skills; strong operational and management skills to determine the most appropriate response to emergency situations often under adverse weather or life threatening conditions. Organizational skills with the ability to plan and manage budgets and billing; good computer skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Work requires intermittent physical strength and effort daily, such as lifting heavy objects, carrying the object(s) and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted to lift and carry patients and equipment. Ability to work in various environmental conditions including extreme weather and emergency situations. Travel is required during adverse weather and troublesome road conditions in response to emergencies on a 24/7, 365 days per year basis.

Motor Skills: Duties may involve close hand eye coordination and physical dexterity and a high degree of intense mental concentration together with hand and eye coordination and visual attention for long periods of time in performing activities such as the operation of a motor vehicle at any time of day or night under adverse road or weather conditions.

Visual Demands: Visual demands require the employee to constantly read documents for general understanding and analytical purposes; routinely required to review non-written materials such as instrumentation for analytical purposes. The employee is regularly required to distinguish color differences.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Exhibit B: Cost of Services and Assessment Model

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Assessment Model:

The assessment model refers to the framework used to evaluate and allocate costs, benefits, and responsibilities among municipalities that enter into a cooperative agreement.

On October 24, 2024, at a public meeting of the Northfield EMS Regionalization Task Force, it was unanimously voted that the assessment model for the Regional EMS IMA would be a 50/50 weighted model, combining factors of population and utilization.

A weighted 50% utilization and 50% population assessment model for EMS is a method used to distribute the costs of EMS services among different municipalities or regions. Here's how it works:

1. **Utilization (50%):** This part of the model allocates costs based on the actual usage of EMS services. For example, if a municipality accounts for 30% of the total EMS calls, it would be responsible for 30% of the costs attributed to utilization.
2. **Population (50%):** This part of the model allocates costs based on the population size of each municipality. If a municipality has 25% of the total population covered by the EMS service, it would be responsible for 25% of the costs attributed to population.

By combining these two factors, the model aims to balance the financial responsibility between areas that use the services more frequently and those with larger populations. This ensures that both high-usage areas and densely populated areas contribute fairly to the funding of EMS services.

For the FY2026 budget, it was agreed that the average of calendar year 2023 and 2024 calls will be used in the assessment model for FY2026.

Moving forward, a three-year rolling average of calendar year calls will be used in the assessment model to determine the utilization factor of the model. For the FY2027 budget development process, the average of 2023, 2024, and 2025 calls will be used to determine the utilization factor of the assessment model. The population factor will be updated from time to time based upon census data, as agreed upon by the EMS Advisory Committee, as established in the IMA.

Cost of Services:

The cost of services in an IMA refers to the expenses associated with providing shared services among multiple municipalities. These costs can be broken down into two main categories: operating costs and capital costs.

Operating Costs: These are the day-to-day expenses required to run the services. They include salaries, utilities, supplies, and other recurring expenses necessary for the service's operation. They include maintenance of equipment and infrastructure, staffing, benefits and administrative costs including indirect costs.

Capital Costs: These are the expenses related to acquiring, upgrading, or replacing long-term assets such as buildings, vehicles, and equipment. Capital costs are often significant, may be spread over several years, and may require the host agency to take on debt and assess debt service back to the participating towns.

Capital Assessment: The capital assessment is a charge included in the assessment model that funds the EMS Capital Account. The EMS Capital Account funds major capital projects and acquisitions for the EMS operation, including debt service. The funding sources for the Capital Account are a combination of the capital assessment, gifts and donations, and retained earnings. The capital assessment will increase 5% each year to fund the Capital Investment Strategy.

FY2026 Cost of Services and Assessment Model:

Population-Based (Standby) Assessment		
Town	2020 Census	As % of Total
Northfield	2,866	39%
Bernardston	2,102	29%
Erving (50% of population)	833	11%
Gill	1,551	21%
Total Population	7,352	100%

Utilization-Based Assessment		
Town	Average 2023 & 2024 YTD Total Calls	As % of Total
Northfield	274	33%
Bernardston	242	29%
Erving (NEMS portion)	155	19%
Gill	149	18%
Total Runs	820	100%
<i>*Rounding may impact totals</i>		
Standby/Utilization Basis - 50% Population/50% Runs Weighted Average		
Town	Model	As % of Total
Northfield	$(39\% \times .5) + (33\% \times .5)$	36.21%
Bernardston	$(29\% \times .5) + (29\% \times .5)$	29.03%
Erving (NEMS portion)	$(11\% \times .5) + (19\% \times .5)$	15.12%
Gill	$(21\% \times .5) + (18\% \times .5)$	19.64%
		100%

FY2026 Assessment Worksheet:

Estimated FY2026 Operating Costs	\$1,124,308
Estimated FY2026 Capital Assessment	\$50,000
Estimated FY2026 Transfer to Capital Fund from RE	\$165,000
Estimated FY2026 Capital Costs – Pay as you Go	\$145,000
Estimated FY2026 Capital Costs – Debt Service A1	\$108,434
Total FY2026 EMS Expenses	\$1,592,742

Estimated FY2026 Ambulance Revenue	\$802,177
Proposed Retained Earnings – Pay as you Go Capital	\$145,000
Proposed Retained Earnings – Transfer to Capital Fund	\$165,000
Proposed Capital Fund Use in FY2026 – A1 Debt	\$108,434
Total Revenues for use in FY2026	\$1,220,611
Balance of Expenses to be Assessed in FY2026	\$372,131
E&R Grant Offset	(\$88,284)
FY2026 Total Assessment	\$283,847

FY2026 Assessment:

Town	As % of Total	FY2026 Assessment	Assessed Amount
Northfield	36.21%	=(36.21% x \$283,847)	\$102,778
Bernardston	29.03%	=(29.03% x \$283,847)	\$82,401
Erving (NEMS portion)	15.12%	=(15.12% x \$283,847)	\$42,924
Gill	19.64%	=(19.64% x \$283,847)	\$55,745
	100%		\$283,847

Town	FY2025 Assessed Budget	FY2026 Estimated Budget	Increase \$	Increase %
Northfield	\$25,000.00	\$102,778	\$77,777.62	311%
Bernardston	\$25,000.00	\$82,401	\$57,400.86	230%
Erving (NEMS portion)	\$25,000.00	\$42,924	\$17,923.66	72%
Gill	\$25,000.00	\$55,745	\$30,744.89	123%

Town	FY2025 Assessment Based on Model	FY2026 Estimated Budget	Increase \$	Increase %
Northfield	\$61,088.47	\$102,778	\$41,689.15	68.24%
Bernardston	\$48,977.03	\$82,401	\$33,423.83	
Erving (NEMS portion)	\$25,512.76	\$42,924	\$17,410.90	
Gill	\$33,133.38	\$55,745	\$22,611.51	

FY2026 Per Call Fee

In the event that one of the towns participating in the IMA is unable to appropriate the funding required to support the Joint Emergency Medical Services, that town will be assessed a per-call fee, as detailed below, as long as Northfield EMS is designated as the primary ambulance responder by the State Department of Health in the Service Zone Plan.

For each request for service made to Northfield EMS to respond to a call outside of the IMA or other mutual aid agreement, the requesting organization will be assessed \$750.

Per Call Fee for Towns Unable to Appropriate Funds Required in the FY2026 Assessment Above
\$750

Ray Purington/Gill Selectboard

From: Linda Dunlavy <lindad@frcog.org>
Sent: Tuesday, March 04, 2025 12:02 PM
Subject: FRCOG Charter Amendment ATM Warrant Language
Attachments: Town Meeting Charter Change Fact Sheet Outline.pdf; Final interim charter with edits and footnotes 12.10.24.pdf; FRCOG Overview and Charter Changes final for Council 1.9.25.pdf

March 3, 2025

Re. FRCOG Charter Amendment Annual Town Meeting Warrant Article

Dear Franklin County Select Boards and Town Administrators,

The Franklin Regional Council of Governments was formed in 1998 with the abolition of county government. The process used was to secure state enabling legislation that allowed creation of the FRCOG followed by Towns affirming the FRCOG's creation by adoption of the FRCOG Charter.

After 28 years as a Council of Governments with no changes to our Charter, the FRCOG Executive Committee have decided to pursue amendments. There are two reasons we have not tried to amend the Charter until now. First, the document is strong and relatively timeless and, for the most part, substantive changes were not needed. Second, the amendment process is onerous. A Charter amendment requires affirmative votes by the FRCOG Executive Committee and FRCOG Council and a 2/3 majority vote at 2/3 of Franklin County municipal Town Meetings.

So why amend the FRCOG Charter now? We expect a leadership transition in the coming years and decided that new leadership should be equipped with a fresh and updated organizing document that reflects the evolution of the FRCOG and allows more seamless organizational structure changes.

The process we will use to amend the FRCOG Charter and Enabling Legislation will be in the opposite order to that used in 1997. We will start with pursuing approval of Charter changes at Annual Town Meetings. If/when we have secured the affirmative votes of 2/3 of member towns, we will then pursue legislative amendments to the FRCOG Enabling Legislation so the two documents match.

The proposed amendments to the FRCOG Charter were done by a committee of FRCOG Council members, a member of the Franklin Regional Planning Board, representatives that were part of the original crafting of the FRCOG Charter and FRCOG leadership staff.

What are the proposed changes to the FRCOG Charter?

- Elimination of references to the initial transition from county government to a Council of Governments, and clean up of incorrect legislative references
- Elimination of the FRCOG as an arbiter of unresolved dog hearings (the FRCOG has never been asked to act in this role and recourse is available at the District Court level)
- Expanding municipal representation on the FRCOG Council from a Select Board member to a Select Board member, a municipal employee or a finance official
- Loosening the membership of the Executive Committee to allow more than one member per town and/or the appointment of a municipal employee, and clarification that the Executive Committee is the authority to meet governing body requirements of state and federal law and policy
- Elimination of the requirement that the Executive Committee is the hiring authority of the Planning Director and Finance Director (this responsibility is transferred to the Executive Director who is responsible for all other organizational hires, and which allows easier flexibility to change the FRCOG's organizational structure in the future if determined necessary)

- Clarification as to how a Town outside of Franklin County can join the FRCOG (would require that a Town withdraw from its designated Regional Planning Agency before joining the FRCOG) and how a Franklin County Town can withdraw from the FRCOG (would require a Town to withdraw from both the FRCOG and the Regional Planning Agency function)
- Rewrite of the Regional Planning Agency section of the Charter to be clearer, compliant with state law, and removing detail of the size and formation of the Franklin Regional Planning Board so that changes to that Board are dictated by Operational Procedures of the Board rather than the Charter, enabling more flexibility to the Board's structure
- Reduction of the voting threshold from 2/3 vote at Town Meetings to majority vote for future Charter changes

The proposed changes do not make any changes to the formula that dictates Town voting powers and financial membership commitment. A red-lined version of the Charter is attached that highlights and explains the proposed changes.

With this information, we ask that you add an article to your Annual Town Meeting warrant. Language for the warrant article is:

To see if the Town will vote to adopt and enact the amendments to the Franklin Regional Council of Governments (FRCOG) Charter, said amendment(s) having been proposed by a two-thirds majority of the weighted vote of the full membership of the FRCOG Council and a majority vote of the FRCOG Executive Committee, with said amendment(s) taking full effect immediately upon adoption by two-thirds of the member towns unless a later effective date is otherwise specified; or take any action relative thereto. A two-thirds majority vote by this town meeting is required for adoption and enactment of this article.

We have also created a 2-page summary of the proposed changes, attached, that we will make available at all Town Meetings and that includes a QR code so interested Town Meeting members can easily access the red-lined version of the Charter via their smart phone. We have a power point that summarizes the proposed changes that is also attached and can be available at Town Meetings or in advance with your warrant, if helpful.

Please let us know if you have questions or concerns with the proposed Charter changes. Please also let us know if you would like a FRCOG representative in attendance at your Town Meeting and/or if you hold a pre-ATM informational meeting that we should attend.

Thank you for your ongoing support of the FRCOG. We are appreciative.

Sincerely,

Linda Dunlavy, Executive Director

Linda Dunlavy
Executive Director



**Franklin Regional
Council of Governments**

12 Olive St., Greenfield, MA 01301
413-774-3167 X 103

www.frcog.org

Find us on [Facebook](#)

Twitter: [@FranklinCOG](#)



What is the Franklin Regional Council of Governments (FRCOG)?

The Franklin Regional Council of Governments is a regional service organization serving the twenty-six towns of Franklin County. It was formed in 1997 in response to the abolition of County Government and the Franklin County Commission.

The FRCOG is a voluntary membership organization. All 26 municipalities of Franklin County are members. Membership assessment is as low as possible and pays for administration, advocacy and special projects.

Participation in fee-for-service municipal service programs is voluntary and paid through separate assessments (with assessment formulas unique to each program); federal and state grants fund other programs.

The FRCOG is both a **Council of Governments (COG)** and the designated **Regional Planning Agency (RPA)** for Franklin County. COGs provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines; RPAs, created by Massachusetts General Law in 1974, study, plan, and recommend how a region can protect and enhance its environment, economy and quality of life through the land use, natural resources, climate resiliency, economic development, and transportation.

The FRCOG's mission: to foster a vibrant, sustainable region for all, and to leverage resources that promote collaboration and efficiency within our member communities.

We do this by providing advocacy, planning, and cooperative services – both proactively and in direct response to our member communities' needs.

What is the FRCOG Charter?

Franklin County Commission (the name of our former county government) provided valuable services to the towns of Franklin County and was the legislatively established Regional Planning Agency for Franklin County. In the mid-1990s, Governor Weld was intent on eliminating County Government, as he considered it a redundant layer of government.

A **charter** is a legal document granted to an organization that outlines the purpose and structure for the creation of an organization, as well as the rights and duties the organization will have.

A Charter Commission was formed to create a Council of Governments before county government was abolished. The Charter was adopted by all 26 towns in 1996, and the FRCOG

was created in 1997. State legislation allowed the formation and creation of the FRCOG and abolished the county government – 151 Acts 96, Section 567.

Why Update the Charter Now?

The FRCOG Charter is a strong document. In our 25+ year history, no amendments have ever been made. Now, some items are out of date, and no longer reflect the evolution of the FRCOG and Franklin County.

To make any changes is a significant process. We do so now prior to the anticipated retirements of several long-term management staff, and to poise the FRCOG and the region for the future.

FRCOG Charter Amendment Process

Step 1

Majority vote of FRCOG Executive Committee.

Step 2

2/3 of weighted vote of FRCOG Council.

Step 3

2/3 majority vote by 2/3 of member towns.

Proposed Charter Changes

The proposed changes update the Charter to remove references to the original formation of the FRCOG, align grammar, provide greater clarity, and create greater flexibility when impacting state and federal law changes. Changes also:

- Expand FRCOG Council and Executive Committee municipal membership eligibility
- Revamp Franklin Regional Planning Board by reducing membership composition (from 74 members to 20); expanding membership potential to include subject matter experts and/or professional planners; enable easier amendment to the Board's operating procedures by removing specificity in the Charter; renaming the Board the Franklin Regional Planning Advisory Board (FRPAB) to clarify its purpose
- Add language to address vacancies on Council or FRPAB
- Clarify the procedures for out-of-County municipalities that wish to join the FRCOG, and for in-County municipalities that may wish to leave the FRCOG
- Modify future charter change process requirements by requiring a simple majority vote of 2/3 of Town Meetings

View a copy of the original charter with all proposed changes highlighted red (additions/edits) and red strikethrough (deletions) at: <https://bit.ly/frcogcharter> or scan the QR code below.





Franklin Regional Council of Governments

CHARTER CHANGE REVIEW

FRCOG Council
January 30, 2025

FRCOG CHARTER HISTORY

- In the mid 1990s, Governor Weld was intent on eliminating County Government. He considered it a redundant layer of government
- Franklin County Commission (the name of our county government) provided valuable services to the towns of Franklin County and was the legislatively-established Regional Planning Agency for Franklin County
- A Charter Commission formed to create a Council of Governments before county government was abolished
- The Charter was adopted by all 26 towns in 1996; FRCOG created in 1997
- State legislation allowed the formation and creation of the FRCOG and abolished the county government – 151 Acts 96, Section 567

CHARTER CHANGES – WHY NOW?

No amendments have been made in our 25+ year history

- The Charter is a strong document
- To make any changes is a significant process

Why make changes now?

- Succession—getting the house in order as long-time staff get ready for retirement
- Some things are out of date and do not reflect the evolution of the FRCOG and the County

CHARTER AMENDMENT PROCESS

Step 1

Majority vote of FRCOG
Executive Committee

Step 2

2/3 of weighted vote
of FRCOG Council

Step 3

2/3 majority vote by
2/3 of member towns

CHARTER AMENDMENT PROCESS

- Special Committee working through Charter
 - **Council and Planning Board Members:** Jay DiPucchio, Bee Jacque, Ellen McKay, Paul McLatchy, Charlie Olchowski, Bill Perlman
 - **FRCOG staff:** Linda Dunlavy, Bob Dean, Jessica Atwood, Claire McGinnis
- Present changes to COG Executive Committee, COG Council, and Franklin Regional Planning Board
- Amend Enabling legislation and file it with the state
- Conduct public engagement campaign to explain changes
- Bring changes to 2025 Annual Town Meetings and City Council for votes

GLOBAL CHANGES

- References to initial formation of the FRCOG removed
- Tense, capitalization and language made consistent
- Franklin Regional Planning Board renamed Franklin Regional Planning Advisory Board
 - **Why:** The FRCOG Planning Board is advisory and does not have the same power or authority of a municipal planning board

ARTICLE 1: DEFINITIONS

Added:

- Select Board
- Chief Administrative Official
- Municipal Finance Official

Why: Clarifies future sections, especially composition of Council

ARTICLE 2: POWERS OF THE REGIONAL COUNCIL OF GOVERNMENTS

Deleted:

- Reference to Director of Finance serving on Franklin County Retirement System Board
 - **Why:** The Franklin County Retirement System transitioned to a regional retirement system, which eliminated the mandated role of the “county treasurer” as chair of the board
- Reference to Section 14 of Chapter 40B
 - **Why:** Chapter 40B is the legislation that created Regional Planning Agencies (RPAs); Section 14 only relates to the Southeastern Regional and Economic Development District (SRPEDD – 1 of the 13 statewide RPAs); incorrectly referenced in FRCOG Charter
- Reference to FRCOG having powers of Selectmen under MGL Chapter 140 (Dogs and other animals)
 - **Why:** The FRCOG has never been asked to handle a dog complaint and dog owners have recourse in District Court if the issue cannot be resolved locally

ARTICLE 3: LEGISLATIVE BODY: THE COUNCIL

Combined Sections 3.1.1 Structure and 3.1.3 Eligibility, and expanded municipal roles that can serve on Council

- Changes now allow: Select Board member, the Chief Administrative Official or a Municipal Finance Official
 - **Why:** Several towns already appoint Town Administrators and this expansion permits municipal finance roles to serve on the FRCOG Council

Amended 3.1.6 Voting

- Eliminated financial 1% vote of Franklin Regional Planning Advisory Board (FRPAB) member and added 1% vote for Regionally Elected members
 - **Why:** FRPAB has no budgetary role with FRCOG; Executive Committee has strong budgetary role

Clarified 3.1.7 Quorum

- Council meetings require a simple majority; financial votes require simple majority *and* financial majority

ARTICLE 4

EXECUTIVE BODY: THE EXECUTIVE COMMITTEE

Amended 4.1.1 Composition

- Regionally Elected members cannot reside from same town; no more than 2 members can reside from same town
 - **Why:** Adds a bit more flexibility to Council and FRPAB appointments (previously all 5 members needed to be from different towns) while still assuring that one town never has a majority vote

Amended 4.1.2 Term and Vacancies

- Added language to allow Executive Committee to request a new Council or FRPAB appointment in the event of multiple unexcused absences
- Added language to address the resignation of a Regionally Elected member
 - **Why to both:** The original Charter did not address either scenario

Amended 4.1.3 Eligibility

- Allows FRPAB member to be an employee of a town
 - **Why:** Removes residency requirement

ARTICLE 4

EXECUTIVE BODY: THE EXECUTIVE COMMITTEE

Small changes to 4.1.4 Compensation and Benefits, 4.1.5 Organization, and 4.1.7 Quorum

- Clarifies that Executive Committee members are ineligible for employee benefits
- Changes meetings from required monthly to “regular meetings”
- Clarifies quorum language to be present and voting members (can’t cede a vote to another member)

Added to 4.2.2 Powers of the Executive Committee

- Eliminates reference to county government
- Act as the FRCOG governing body as required by state and federal law
 - **Why:** Allows and clarifies that Executive Committee has authority to meet governing body requirements of state and federal law and policy

ARTICLE 5

ADMINISTRATIVE ORGANIZATION

Deleted 5.2 and 5.3, Director of Finance and Director of Planning and Development

- Deletes Executive Committee as hiring authority for Director of Planning and Director of Finance.
 - **Why:** Other Director-level positions are hired by Executive Director; this change makes hiring process consistent across all positions and allows management structure to change without requiring a Charter change.

ARTICLE 6: SEPARATION OF POWERS

No proposed changes

ARTICLE 7: FINANCING AND MEMBERSHIP

Added and changed 7.1.1 Eligibility

- Existing Charter allowed towns outside of Franklin County to join the FRCOG. This provision was retained but the process of joining was clarified by:
 - Membership requires a vote of concurrence by full Council
 - The municipality must withdraw from its designated Regional Planning Agency through legislative action
 - **Why:** Original Charter gave no vote/voice to the FRCOG to determine whether we want another town to join; joining did not previously require withdrawal from the existing Regional Planning Agency, which has always been a challenge of accepting other interested municipalities

Amended 7.1.7 Withdrawal from Membership in the FRCOG

- Similarly, this change would require that a town withdrawing from the FRCOG pursue special legislation to withdraw from the Regional Planning Agency function of the FRCOG

ARTICLE 7: FINANCING AND MEMBERSHIP

Small changes to 7.1.5 Member Assessments and Service Charges

- Changed date FRCOG must transmit budget to member towns from 2/1 to 2/15
- Changed from “payment due” to “invoices sent” on the first day of each quarter

Date changes in 7.2.1 Fiscal Procedures

- Gives FRCOG two more weeks to get budget numbers and budget complete for Council review

ARTICLE 8: REGIONAL PLANNING AGENCY

Entire Article Rewritten

- Existing section repetitive, out of compliance with current state and federal law, confused Regional Planning Agency (RPA) and Franklin Regional Planning Advisory Board (FRPAB) roles and included specifics better placed in the FRCOG and/or FRPAB Bylaws/Operating Procedures

New Article:

- Clarifies that FRCOG is the designated RPA for Franklin County and correctly references legislation
- Updates purpose of RPA function
- Updates purpose, role and composition of FRPAB
 - **Why:** Reduces detail not needed in Charter, corrects purpose (previously referenced responsibility of the RPA), reduces size of FRPAB and references Operating Procedures for more specifics, clarifies responsibilities

ARTICLE 9: GENERAL PROVISIONS

Amended 9.2 Charter Amendment Procedures

- A one-word change with huge impact: after this round of Charter amendments that requires a 2/3 vote of 2/3 of Town Meetings, future changes will require a simple majority vote of 2/3 of Town Meetings

Amended 9.4 Bylaw Adoption Procedures

- Extends timeframe for Council to override Executive Committee disapproval of Bylaw changes from 30 to 60 days

ARTICLE 10: TRANSITIONAL PROVISIONS

Sections 10.2 through 10.5 deleted

- These sections were specific to the original transition from County to COG and are no longer needed

QUESTIONS?

PROPOSED MOTION OF ENDORSEMENT

Motion to approve the FRCOG Charter amendment, as presented and approved by unanimous vote of the Executive Committee; to bring the amended Charter to the Town Meetings of each Franklin County municipality for enactment; and to pursue legislative changes to the FRCOG enabling legislation to align with the Charter changes.

NEXT STEPS

- Amend Enabling legislation and file it with the state
- Conduct public engagement campaign to explain changes
- Bring changes to 2025 Annual Town Meetings and City Council for votes
- Amend other related documents:
 - FRCOG Bylaws
 - FRPAB Bylaws/Operating Procedures
 - Transportation Planning Organization Memorandum of Agreement, etc.

PREPARING FOR ANNUAL TOWN MEETINGS

- Warrant article to Select Boards and Town Administrators
- Outreach to FRCOG Council members, Select Boards and Town Administrators
 - Meetings with town officials (Select Board, Finance Committee, other)?
 - Does Town have informational meeting in advance of Annual Town Meeting?
 - Need a Committee member or FRCOG staff to attend advance meeting and/or Annual Town Meeting?

MATERIALS FOR TOWN MEETINGS

We created one-page, two-sided Fact Sheet for Town Meeting that provides FRCOG website links to the strikethrough version of the charter changes and a similar version of this presentation.

The Fact Sheet addresses:

- What is the FRCOG?
- What is the FRCOG Charter?
- Why Update the Charter Now?
- Proposed Charter Changes



Franklin Regional
Council of Governments

Charter Change Fact Sheet

What is the Franklin Regional Council of Governments (FRCOG)?

The Franklin Regional Council of Governments is a regional service organization serving the twenty-six towns of Franklin County. It was formed in 1997 in response to the abolition of County Government and the Franklin County Commission.

The FRCOG is a voluntary membership organization. All 26 municipalities of Franklin County are members. Membership assessment is as low as possible and pays for administration, advocacy and special projects.

Participation in fee-for-service municipal service programs is voluntary and paid through separate assessments (with assessment formulas unique to each program); federal and state grants fund other programs.

The FRCOG is both a **Council of Governments (COG)** and the designated **Regional Planning Agency (RPA)** for Franklin County. COGs provide cooperative planning, coordination, and technical assistance on issues of mutual concern that cross jurisdictional lines; RPAs, created by Massachusetts General Law in 1974, study, plan, and recommend how a region can protect and enhance its environment, economy and quality of life through the land use, natural resources, climate resiliency, economic development, and transportation.

The FRCOG's mission: to foster a vibrant, sustainable region for all, and to leverage resources that promote collaboration and efficiency within our member communities.

We do this by providing advocacy, planning, and cooperative services – both proactively and in direct response to our member communities' needs.

What is the FRCOG Charter?

Franklin County Commission (the name of our former county government) provided valuable services to the towns of Franklin County and was the legislatively established Regional Planning Agency for Franklin County. In the mid-1990s, Governor Weld was intent on eliminating County Government, as he considered it a redundant layer of government.

A **charter** is a legal document granted to an organization that outlines the purpose and structure for the creation of an organization, as well as the rights and duties the organization will have.

A Charter Commission was formed to create a Council of Governments before county government was abolished. The Charter was adopted by all 26 towns in 1996, and the FRCOG



**Franklin Regional
Council of Governments**

12 Olive Street, Suite 2
Greenfield, MA 01301

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS CHARTER

Adopted by the following towns:

Ashfield	Leyden
Bernardston	Monroe
Buckland	Montague
Charlemont	New Salem
Colrain	Northfield
Conway	Orange
Deerfield	Rowe
Erving	Shelburne
Gill	Shutesbury
Greenfield	Sunderland
Hawley	Warwick
Heath	Wendell
Leverett	Whately

Effective July 1, 1997

2025 Proposed Amendment to this Charter appear in RED with explanations of the changes noted in FOOTNOTES at the bottom of each page, as needed.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS CHARTER

Preamble. We, the people of Franklin County, in order to serve the interests of the citizens of our region, do hereby affirm that the 26 ~~towns~~ municipalities in Franklin County have vital common concerns that transcend our individual borders and that the ability of our towns to address important public issues often depends on our local governments acting together. We therefore establish for ourselves and for our communities the means to effectively serve our ~~towns~~ municipalities and to deal with regional issues ~~which-that~~ transcend the ~~existing boundaries~~ political borders of ~~town~~ local governments, and do hereby adopt this home rule Charter for the Franklin Regional Council of Governments pursuant to its enabling act 151 Acts 1996 sec 567 as amended.

ARTICLE 1 DEFINITIONS

The following words as used in this Charter shall have the following meanings:

- (a) *Charter* - The word "Charter" shall mean this Charter and any amendments to it which may hereafter be adopted.
- (b) *County* - The word "County" shall mean the geographic boundary of the County of Franklin.
- (c) *Council* - The representative body of the Franklin Regional Council of Governments
- (d) *Council Agency* - The words "Council agency" shall mean any board, commission, executive or representative body, committee or any department, division, or office of the Franklin Regional Council of Governments.
- (e) *Days* - The word "days" shall refer to business days, not including Saturdays, Sundays and legal holidays when the time set is less than seven days; when the time set is seven days or more, every day shall be counted, unless the last day is a Sunday or a holiday.
- (f) *FRCOG* - The acronym "FRCOG" shall mean the Franklin Regional Council of Governments.
- (g) *Laws of the Commonwealth/ MGL* - The official Laws of the Commonwealth of Massachusetts and the Constitution of the Commonwealth of Massachusetts, including all amendments adopted with respect thereto.
- (h) *Majority Vote* - The words "majority vote" shall mean a majority of the members present and voting, provided a quorum is present when the vote is taken, unless a higher number is required by law or bylaw.
- (i) *Voters* - The word "voters" shall mean persons who are registered to vote in any ~~town~~ municipality.
- (j) *FRPAB* - The acronym "FRPAB" shall mean the Franklin Regional Planning Advisory Board.
- (k) *Enabling Act* - Section 567 of Chapter 151 of the 1996 Acts of the General Court of Massachusetts, as may be amended.
- (l) *Select Board* – Select Board shall refer to the body of municipal chief elected officials known interchangeably as Select Board, Board of Selectmen and other iterations.
- (m) *Chief Administrative Official* – Town Administrator, Assistant Town Administrator, Town Coordinator, Town Manager or any other title used to refer to the lead position in a municipality that directly serves a municipality's chief elected official(s).
- (n) *Municipal Finance Official* – municipal financial roles that include Collector, Treasurer, Accountant and/or Finance Committee member.

ARTICLE 2
POWERS OF THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

SECTION 2.1 *Incorporation*

The Franklin Regional Council of Governments (FRCOG), within the corporate limits established by law, shall continue to be a body politic and corporate for the purposes of suits, of buying and holding, for FRCOG uses, personal property and real property, and of contracting and doing other necessary acts relative to its property and affairs.

SECTION 2.2 *Powers of the FRCOG*

2.2.1 The intent of this Charter is to obtain for the FRCOG all of the powers it is now possible or may be possible for a council of governments to have, and to hold and to exercise such powers and such policies under the Constitution and Laws of the Commonwealth as fully and as completely as if each such power were specifically and individually enumerated in this Charter.

2.2.2 It also is the intent of this Charter to encourage a continuing review of the functions performed by the ~~Franklin Regional Council of Governments~~ FRCOG and enable it to perform any duty mandated to it in the most efficient manner possible, and without regard to the organizational, structural, or personnel provisions contained in any prior laws.

2.2.3 Nothing in this Charter shall be construed to impair, diminish, or infringe on the powers or duties of cities and towns under the Laws of the Commonwealth. The member ~~towns-municipalities~~ of ~~Franklin Regional Council of Governments~~ FRCOG are and shall remain the broad repository of local police power in terms of their right and power to legislate for the general health, safety, and welfare of their residents.

2.2.4 The FRCOG shall exercise all prerogatives and responsibilities enumerated for it by 151 Acts 96 section 567 as amended including such other powers as enumerated below without limitation:

- (a) The power to adopt, amend and repeal bylaws related to operations of the FRCOG.
- (b) The power to organize and regulate the internal affairs of the ~~Council of Governments~~ FRCOG: to create, alter, and abolish departments, offices, positions, and employment and to define functions, powers and duties thereof; to establish qualifications for persons holding offices, positions and employment, subject to the requirements of state law and this Charter; and provide for the manner of their appointment and removal and for their term and compensation.
- (c) The power of eminent domain only with respect to ~~former~~ County roadways under MGL Chaps. 81-88.
- (d) The power to construct, acquire, operate and maintain public improvements, capital projects, personal property and real property or other enterprises for any public purpose, subject to Laws of the Commonwealth.
- (e) The power to have a corporate seal; to sue and be sued; to contract and be contracted with; to buy, sell, lease, hold and dispose of real and personal property; to appropriate and expend funds for ~~Council of Governments~~ FRCOG purposes, to retain trust funds of the former County of Franklin.
- (f) The power to contract with or enter into agreements with any other entity or governmental unit and to provide jointly or for the other, or in cooperation with other entities, any service, activity, or undertaking which such entity or governmental unit is authorized by law to perform. Notwithstanding any other provision of law, municipalities entering into joint service agreements with FRCOG may do so upon authorization of the chief elected official or executive officer of the municipality.
- (g) The power to establish membership assessments and service charges independent of the limitations of MGL chapter 59, commonly referred to as Proposition 2 1/2

~~(h) The power, notwithstanding any special or general law to the contrary, to assess the Franklin County Retirement System for the services of the director of finance in administering the retirement system.¹~~

(hi) The powers of municipalities with respect to creating special fund accounts for the purpose of providing any service authorized by this charter. Such funds may include, but are not limited to, those authorized by MGL chapter 44, sections 53A (grant and gifts for municipal purposes), 53C (off-duty work details), 53D (recreation and park self-supporting service revolving funds), 53E (offset receipts), 53E ½ (departmental revolving), 53F (compensating balance agreements), 53F ½ (enterprise funds), 53G (special consultants), or any other special funds powers now or later enacted for municipalities. Adoption of such instruments by the Council shall require the same procedures of the executive and representative bodies of the FRCOG as may be required of the executive and legislative bodies of municipalities. The FRCOG shall be subject to any procurement regulations which apply to municipalities.

(ij) The powers of regional planning agencies and economic development areas as previously conferred upon the County of Franklin under Chapter 425 Acts 1963 as amended, MGL chapter 40B secs. 5, 5A, 5B ~~and 14~~ and as enumerated by 151 Acts 1996 sec. 567 as amended.

~~(jk) The power, notwithstanding any general or special law to the contrary, to retain all powers and authorities of the former County executive and legislative bodies necessary for the execution of any responsibility transferred to the Council of Governments FRCOG by 151 Acts 96 Sec. 567. Any responsibility of the former County of Franklin for which the Commonwealth has no explicit jurisdiction, shall be retained by the FRCOG and its successor offices, including but not limited to, appointment authority of the executive to other corporate bodies.~~

~~(kl) The powers of Massachusetts municipalities, special districts and authorities not specifically limited by this charter or its enabling act may be granted to the FRCOG by the bylaw approval process set forth by this charter.~~

~~(lm) The powers of Select Boards ~~men~~ under MGL chap. 41 sec. 52 and 56 approval of bills and warrants, the powers of the former County of Franklin under MGL chaps. 81-88 (county roads), and 32B (health insurance) ~~and 140 (dogs and other animals).~~²~~

~~(mn) The power to incur operating debt in anticipation of revenue up to one half of the most recent year's audited total revenues.~~

ARTICLE 3 LEGISLATIVE BODY: THE COUNCIL

SECTION 3.1 Structure

3.1.1 Composition and Eligibility: The Council shall be comprised of one representative from each member town appointed by the Board of Selectmen or Chief Executive. ~~The representative shall be a Select Board member, the Chief Administrative Official or a Municipal Finance Official from each Member Town, and the Mayor or designee from each Member City. Alternates may be provided for by Bylaw.~~ The Franklin Regional Planning Advisory Board (FRPAB) shall elect or appoint one of its members to the Council. ~~Representatives shall not be an employee of the FRCOG.~~

3.1.2 Term and Vacancies: Appointments shall be for the duration of a fiscal year. Procedures for notice of appointments to the FRCOG shall be outlined by bylaw. ~~For the purpose of forming the initial council, appointments shall be made by the member towns and FRPB within 30 days of the adoption of this charter.~~³ Vacancies shall be defined by bylaw and filled within 30 days by the appointing authority.

¹ Reason: The Franklin County Retirement System transitioned to a regional retirement system, which eliminated the mandated role of the "county treasurer" as chair of the board.

² Reason: The FRCOG has never been asked to handle a dog complaint and Dog Owners have recourse in District Court if the issue cannot be resolved locally (MGL Chapter 140, section 157 allows dog owners to appeal a ruling of the Select Board to district court).

³ Reason: Removing references to initial formation of the FRCOG that are no longer necessary.

~~3.1.3 Eligibility: Representatives shall be residents and registered voters of the towns from which they are appointed. The FRPB representative shall be a resident of Franklin County or other member town. Representatives shall not be an employee of the Council.⁴~~

~~3.1.3 4-Compensation and Benefits: Representatives shall not be eligible for salary or any personnel benefits.~~

~~3.1.45 Organization: In the month immediately following the approval of this Charter by 14 member towns, but not sooner than July 1, 1997, the first organizational meeting of the Council shall be held.⁵ The Council shall meet at least quarterly, and shall elect a Chair, Vice-Chair and Secretary at its annual organizational meeting, which shall be its first meeting following July 1 of each year.~~

~~3.1.56 Voting: Each representative shall have one equal vote on all non-appropriations matters. On appropriations questions, each member municipality representative shall cast a weighted vote pursuant to their proportional share of the total member assessment outlined in Article 7 of this charter except that the FRPB representative shall hold a vote of 1% creating a total possible vote of 101%. Regionally Elected members shall have a weighted vote of 1% creating a total possible vote of 102%.⁶~~

~~3.1.67 Quorum: All Council meetings require a simple majority. Any meeting that requires a financial vote requires both a simple majority and a financial majority of the Council. Not less than 50 percent of the total weighted or equal vote of the Council as applicable to the actions to be taken.~~

SECTION 3.2 Powers and Duties

3.2.1 Powers and Duties in General: Except as is otherwise provided by the Laws of the Commonwealth, all legislative powers of the FRCOG shall be vested in the Council which shall exercise its powers consistent with the Laws of the Commonwealth and this Charter.

3.2.2 Specific Powers of the Council:

By a simple majority of the weighted or equal vote present as applicable:

- (a) The power to pass whatever measures are deemed necessary and proper for the operation of the Council in accordance with the Laws of the Commonwealth.
- (b) The power to approve the Council annual operating budget and appropriate funds as required by the budget.
- (c) The power to conduct inquiries and investigations.
- (d) The power to pass resolutions and organization bylaws.
- (e) The power to establish internal rules of operation.
- (f) The power to establish standing committees as deemed necessary to carry out its duties.

By a two-thirds majority of the weighted or equal vote present as applicable:

- (a) The power to authorize the Council to enter into indebtedness for capital and real property acquisitions.
- (b) The power to recall a vote of the Executive Committee, procedures to be outlined by bylaw.
- (c) The power to approve acquisition and disposal of real property or significant capital assets, including.
- (d) The power to override Executive Committee rejection of amendments to organizational bylaws.

⁴ Reason: Combined remaining relevant sections with 3.1.1 Composition.

⁵ Reason: Removing references to initial formation of the FRCOG that are no longer necessary.

⁶ Reason: Illogical that the Regionally Elected members have no weighted vote and FRPB has any vote in fiscal matter.

ARTICLE 4
EXECUTIVE BODY: THE EXECUTIVE COMMITTEE

SECTION 4-1 Structure

4.1.1 Composition: The executive powers of the ~~Franklin Regional Council of Governments~~ FRCOG shall be exercised by an Executive Committee which shall consist of five members, ~~no two of which shall be from the same Member town.~~⁷ Two nonpartisan members, ~~who may not reside in the same municipality,~~ shall be elected at the state biennial election, two shall be elected or appointed by the Council and one shall be elected or appointed by the Franklin Regional Planning ~~Advisory~~ Board. ~~No more than two members of the Executive Committee may reside in or represent the same town.~~

4.1.2 Term and Vacancies: The terms of Council and FRPAB members on the ~~E~~executive ~~C~~committee shall be for the duration of a fiscal year. Procedures for notice of appointment or election to the ~~E~~executive ~~C~~committee shall be outlined by bylaw. Vacancies shall be defined by bylaw and filled within 30 days by the appropriate board. ~~If a Council-appointed or FRPAB-appointed Executive Committee member has an unexcused absence for three consecutive meetings, the Executive Committee may request that the Council or FRPAB make a different appointment to the Executive Committee.~~ The two members chosen by the voters in the member towns at the biennial election shall serve four-year terms. ~~In the event of a vacancy of a regionally elected member to the Executive Committee, the Executive Committee shall identify and secure concurrence of the Council of an individual that resides in Franklin County to serve for the duration of the term of the vacated member or until the next bi-annual election, whichever comes first. If, at the bi-annual election the vacated position is not due for re-election, the position will be refilled by election only for the duration of the vacated term. (regional or districts by size or subregion). If a person from the same town as another candidate appears to be chosen, the person with the higher number of votes shall be declared elected. If a person residing in the same town as a still sitting member of the committee resides, he shall not be declared elected. In such a case the person with the next highest number of votes, who lives in another town, shall be declared elected. Definition and procedures for filling vacancies shall be outlined by the bylaws.~~

4.1.3 Eligibility: Executive Committee members shall be residents and registered voters of member ~~towns~~ municipalities. The FRPAB member shall be a resident ~~or employee~~ of a Franklin County municipality or other member ~~town~~ municipality. Executive Committee members shall not be employees of the Council.

4.1.4 Compensation and benefits: The Council may establish an annual ~~salary~~ stipend for the members of the Executive Committee. ~~Other personnel benefits shall be granted as required by law.~~ Executive Committee members are ineligible to receive FRCOG employee benefits.

4.1.5 Organization: ~~Within 30 days of the first meeting of the Council, the first meeting of the Executive Committee shall be held.~~ The Executive Committee shall meet ~~at least monthly~~ regularly and shall elect a Chair, Vice- Chair and Secretary at its annual organizational meeting, which shall be established by bylaw.

4.1.6 Voting: Each member shall have one equal vote on all matters.

4.1.7 Quorum: The Executive Committee shall conduct ~~all of~~ their official business with at least three members present, ~~provided proper notice has been given to all five members.~~ A majority vote of ~~the three~~ members of the Executive Committee ~~present and voting~~ shall be sufficient to exercise any power residing in the Executive Committee.

SECTION 4.2 Powers and Duties

4.2.1 Powers and Duties in General: The executive powers of the Council shall be vested solely in the Executive Committee and may be exercised either directly by the Executive Committee, or through the Executive Director as set forth in Article 5 of this Charter. The Executive Committee shall cause this Charter and the bylaws and orders for

⁷ Reason: Moved this statement from total composition of the Executive Committee to the composition of the Regionally Elected members. This change ensures the original intent – to ensure no one town has inordinate power – but also allows more flexibility with Council and FRPB appointments.

the administration of the FRCOG to be enforced. The Executive Committee shall exercise general supervision and direction over the FRCOG. Each FRCOG committee, employee, or agent shall furnish any documents or information, or shall appear before the Executive Committee as it may request.

4.2.2 Specific Powers of the Executive Committee:

- (a) The power to supervise the collection, disbursement, and deposit of all FRCOG funds.
- (b) The power to exercise all administrative and executive powers of the FRCOG by majority vote.
- (c) The power to prepare and submit an annual operating and a capital outlay budget to the Council for its consideration and adoption, and supervise and administer the budget adopted by the Council
- (d) The power to supervise the care and custody of all FRCOG property, institutions, and agencies.
- (e) The power to exercise the powers of eminent domain as permitted by law.
- (f) The power to identify emergency situations and call emergency meetings of the Council with 72 hours notice.
- (g) The power to call meetings of the Council with two weeks notice, subject to the bylaws of the Council.
- (h) The power to sign all deeds, contracts, bonds or other instruments ~~requiring the consent of the County Commissioners.~~⁸
- (i) The power to inquire at any time into the conduct of office or performance of duty of any ~~County officer~~ FRCOG employee, ~~or county town meeting member.~~
- (j) The power to establish internal rules of operation and review FRCOG bylaws submitted by the Council.
- (k) The power to make appointments to others public and private bodies as required by law or request.
- (l) The power to act as governing body and to represent the FRCOG or the region, as required by state and federal grants or programs, and the power to assign this responsibility to another FRCOG Board or Committee.**
- ~~(m)~~ Such other powers as may be granted by the Laws of the Commonwealth.

4.2.3 Delegation and Appointments by the Executive Committee

(a) *Delegation of Authority* - The Executive Committee may delegate to any subordinate officer or employee of the FRCOG the exercise of any power, function or duty assigned it by this Charter. All acts performed under such delegation shall be deemed to be the acts of the Executive Committee.

(b) *Appointments* - The Executive Committee ~~shall~~ **may** appoint and in appropriate circumstances may remove, subject to the provisions of any applicable collective bargaining agreements, contracts, adopted personnel codes and Laws of the Commonwealth, any FRCOG employee.

ARTICLE 5 ADMINISTRATIVE ORGANIZATION

SECTION 5.1 Executive Director

Appointment, Qualification, Term of Office, Duties - The chief administrative officer of the FRCOG shall be an Executive Director appointed by a majority vote of the Executive Committee to serve at their pleasure. The Executive Director shall be qualified by education, training and experience in public administration to perform the duties of the office, and shall exercise general day-to-day supervision and direction over all FRCOG activities. The Executive Director shall possess and exercise all the powers, rights and duties commonly associated with the office of chief administrative officer of a local governmental unit. Specific powers and duties of the Executive Director shall be further enumerated by bylaw.

~~SECTION 5.2 Director of Finance~~

~~The Director of Finance shall be appointed by the Executive Committee and report to the Executive Director. The Director of Finance shall be qualified by education, training and experience in finance and accounting to perform the duties of the office, and shall be responsible for overseeing financial operations of the FRCOG. The Director of Finance shall have all of the powers and duties enumerated by section 151 Acts 96 sec 567, and such additional powers and duties as may be provided by general law or bylaw.~~

⁸ Reason: vestige of initial transition.

~~SECTION 5.3 Director of Planning and Development~~

~~The Director of Planning and Development shall be appointed by the Executive Committee and report to the Executive Director. The Director of Planning and Development shall be qualified by education, training and experience in planning to perform the duties of office and shall perform services in support of Article 8 of this Charter and such other duties as may be provided by general law or bylaw.⁹~~

**ARTICLE 6
SEPARATION OF POWERS**

SECTION 6.1 Separation of Powers

It is the intent of this Charter to give the Council general policy-making and investigative powers and to give the Executive Committee control over the administration of regional services provided for in this Charter. Members of the Council shall communicate with ~~Council of Governments~~FRCOG employees through the Executive Director in all matters concerning the administration of the Council of Governments and the provision of services, except as may be otherwise provided in this Charter. However, the Council may inquire into any act or problem of the ~~Council of Government~~ FRCOG's administration or require a report on any aspect of the organization at any time by written request to the Executive Committee.

**ARTICLE 7
FINANCING AND MEMBERSHIP**

SECTION 7.1 Membership Eligibility and Responsibilities

7.1.1 Eligibility: Membership in the ~~Franklin Regional Council of Governments~~ FRCOG is open to any Franklin County Massachusetts municipality which has secured an affirmative majority vote by its Legislative body accepting this Charter. ~~Municipalities outside of the geographic boundaries of Franklin County may request membership in the FRCOG provided that they have received a vote of concurrence from a financial majority of the FRCOG Council, withdraw from their designated Regional Planning Agency and join the FRCOG in accordance with the provisions of MGL chapter 40B, and have secured an affirmative majority vote of its Legislative Body accepting this Charter.~~

7.1.2 Members:

- (a) Any municipality that meets the criteria of section 7.1.1 ~~by July 1, 1998~~ will be deemed a Member.
- (b) Members will have representation on the Council in accordance with Article 3 of this Charter.
- (c) Members shall commit to membership in the FRCOG for no less than three years ~~effective July 1, 1998~~.

7.1.3 Other Members: Any other category of Members and related fee structures will be defined pursuant to the bylaws of the ~~Franklin Regional Council of Governments~~ FRCOG.

7.1.4 Former Franklin County ~~Towns~~ Municipalities Responsibilities:

(a) Franklin County ~~Towns~~ municipalities that decide ~~not~~ to opt ~~in~~ out as Members of the FRCOG ~~as of July 1, 1998~~ shall continue to be responsible for their allocable share of all related retirement system costs, retiree health insurance, and any other ongoing fixed costs of the former County as approved by the Council.

(b) Payment for items under (a) shall be made pursuant to a schedule approved by the Council and submitted to each town affected by this section.

7.1.5 Member Assessments and Service Charges:

(a) Members will be assessed pursuant to the formula outlined in (b) below to fund that portion of the FRCOG general operating budget which is not offset by other revenues, including costs of the former County as noted in

⁹ Reason: The current organizational structure of the FRCOG includes two additional Director positions that do not require Executive Committee appointment. These other two positions should be added or all but Executive Director should be deleted. The decision was to delete this requirement for Directors of Finance and Planning so that any future organizational structure is not hampered by this section. (The FRCOG, as a matter of routine, creates diverse hiring committees for hiring and the requirement of including Ex Com members for upper management positions can be included in FRCOG Bylaws.)

section 7.1.4(a). Service charges will be established pursuant to the Bylaws of the FRCOG. An annual FRCOG budget assessment shall be transmitted to each member by February 15 indicating the core assessment and service charges which comprise the total.

(b) Each member's core assessment shall reflect a 10% weight for its share of the total members' population and a 90% weight for its share of the total members' total equalized property valuation (EQV). Total equalized property valuation shall be the latest figure certified by the Massachusetts Department of Revenue and population shall be the latest completed decennial federal census.

$$\frac{\text{Member's EQV}}{\text{Total Members' EQV}} \times \text{Total Core Assessment} \times .9 \text{ PLUS}$$

$$\frac{\text{Member's Population}}{\text{Total Members' Population}} \times \text{Total Core Assessment} \times .1 = \text{Member Core Assessment}$$

(c) ~~Assessment invoices shall be issued by the FRCOG to Members. Assessments shall be paid by Members~~ on a quarterly basis according to the following schedule: July 1, October 1, January 1, and April 1.

(d) If any payment of service charges or assessments is not made when required, the Director of Finance shall cause notice to be sent to the delinquent member. Ninety days delinquency in any such payments to which notice shall have been given to the member shall entitle the Executive Committee to suspend membership until the delinquency is satisfied.

7.1.6 ~~Subscription to Bylaws of the Franklin Regional Council of Governments FRCOG:~~ All members shall agree to be bound by the ~~Franklin Regional Council of Governments FRCOG~~ Charter and Bylaws, and all amendments thereto, as a condition of continued membership in the FRCOG.

7.1.7 ~~Withdrawal from Membership in the Franklin Regional Council of Governments FRCOG:~~

(a) After three years of membership, any Member may seek to withdraw from the ~~Franklin Regional Council of Governments FRCOG~~ by an affirmative majority vote at the annual meeting of its Legislative Body ~~and have withdrawn from the Regional Planning Agency in accordance with the provisions of MGL chapter 40B.~~

(b) In all cases, the terms of withdrawal will include provisions for payment of the Member's allocable share of planning and development costs related to programs which that municipality had accepted if such costs have been incurred but not financed at the time of withdrawal; and shall provide for payment for all of the municipality's share of the FRCOG budget for the fiscal year following the vote to withdraw. The municipality shall also continue to be responsible for payments under 7.1.4.

(c) Procedures for withdrawal from Membership in the FRCOG shall be pursuant to the Bylaws of the FRCOG, but shall not supersede any provisions of this charter.

SECTION 7.2 Fiscal Procedures

7.2.1 ~~Submission and Adoption of the Proposed Budget:~~ The fiscal year of the FRCOG shall begin on July 1 and end on June 30. The Executive Director, operating within guidelines issued by the Executive Committee, shall by ~~or about January 15 December 1~~ of each year, submit to the Council a proposed operating budget for the ensuing fiscal year with an accompanying budget message and supporting documents. The Executive Director shall also make available a proposed budget summary for public review. The Council shall adopt a proposed budget for the ensuing fiscal year not later than February 15. ~~Should town meeting actions require revisions in the budget for the ensuing year, the Council shall take final action on a budget not later than June 1.~~¹⁰

¹⁰ Reason: Budget amendment procedures are clearly addressed in Council Bylaws and allow more flexibility than this sentence permits.

7.2.2 Actual and Estimated Income and Expenditures - The proposed operating budget shall provide a comprehensive financial plan of all FRCOG funds and activities. The budget shall show actual and estimated income and expenditures for the previous, current, and ensuing fiscal year and shall include proposed expenditures for current operations and proposed revenue sources; proposed capital expenditures and the proposed methods of financing capital expenditures; and estimated surplus revenue and ~~free-cash~~ **undesignated fund balance** at the end of the current fiscal year, including estimated balances in any special accounts. The budget shall include a capital improvement program as appropriate. A cost allocation plan shall identify all costs and appropriations directly or proportionately attributable to each appropriated function. The budget shall in all events be a balanced budget.

ARTICLE 8 REGIONAL PLANNING AGENCY

SECTION 8.1 Purpose, Responsibilities and Powers of the Regional Planning Agency

As stated by the Franklin Council of Governments enabling act, 151 Acts 96 Section 567, as amended, any and all regional planning activities or functions established pursuant to the provisions of Chapter 425 of the Acts of 1963 (the Act which establishes the Franklin County Commissioners as the Regional Planning Agency for Franklin County), as amended, and Sections 1 through 8 of Chapter 40B of the Laws of the Commonwealth (the Act which defines the actions of the Regional Planning Agency), or any subsequent provisions of the Laws of the Commonwealth with respect to regional planning, shall be the responsibility of the Franklin Regional Council of Governments under this Charter and subject to its provisions. The FRCOG shall be the Regional Planning Agency for the municipalities within the boundaries of the Franklin County, known as the “regional planning district”, and may change such boundaries pursuant to general law or the provisions of this charter. The FRCOG may assume additional regional planning responsibilities granted by any subsequent provisions of state or federal legislation or regulations.

The purpose and objective of the Regional Planning Agency shall be to understand the resources problems and needs of Franklin County in the areas of climate resiliency, economic development, housing and land use, natural resources, transportation and infrastructure and other related planning disciplines, and to make recommendations for the betterment of the region, its people and its municipalities.

SECTION 8.2 Franklin Regional Planning Advisory Board - Purpose, Composition, and Responsibilities

8.2.1 Purpose: The Franklin Regional Planning Advisory Board shall consult with and advise the Council of Governments Executive Committee and Council on issues related to planning, advise and review RPA projects and programming and shall make recommendations as appropriate.

8.2.2 Composition: The Franklin Regional Planning Advisory Board shall include regional and geographic representation of the county and subject matter experts of the Regional Planning Agency focus areas, as enumerated in the Franklin Regional Planning Advisory Board Operating Procedures. Appointments shall be approved by the Executive Committee, generally at the July annual meeting. Changes to the Operating Procedures regarding composition of the FRPAB require FRCOG Executive Committee approval. The Franklin Regional Planning Advisory Board shall have voting representation on the Council and Executive Committee of the Franklin Regional Council of Governments.

8.2.3 Responsibilities: The Franklin Regional Planning Advisory Board shall work with staff, the FRCOG Executive Committee and Council to monitor and advise on planning issues and policies that will impact Franklin County and its municipalities. The Franklin Regional Planning Advisory Board may establish technical advisory subcommittees as may be needed to assist the Executive Committee, Council and/or planning staff of the Franklin Regional Council of Governments in their duties and functions.

~~SECTION 8.1 Purpose, Responsibilities and Powers~~¹¹

¹¹ Reason: Section needed a full rewrite and simplification. Changed composition and structure and moving detail to the Board’s Operating Procedure – unnecessary to be part of the Charter.

~~As stated by the Franklin Council of Governments enabling act, 151 Acts 96 Section 567, as amended, any and all regional planning activities or functions established pursuant to the provisions of Chapter 425 of the Acts of 1963 (the Act which establishes the Franklin County Commissioners as the Regional Planning Agency for Franklin County), as amended, and Sections 5, 5A, 5B, and 14 of Chapter 40B of the Laws of the Commonwealth (the Act which defines the actions of the Regional Planning Agency), or any subsequent provisions of the Laws of the Commonwealth with respect to regional planning, shall be the responsibility of the Franklin Regional Council of Governments under this Charter and subject to its provisions. The FRCOG shall be the Regional Planning Agency for the municipalities within the boundaries of the Franklin County, known as the "regional planning district", and may change such boundaries pursuant to general law or the provisions of this charter. The FRCOG may assume additional regional planning responsibilities granted by any subsequent provisions of state or federal legislation or regulations.~~

~~The Franklin Regional Council of Governments shall be comprised of three bodies: The Executive Committee, acting as the executive body, the Council, acting as the representative body, and the Franklin Regional Planning Board, acting as the advisory body on regional planning issues and policies. The Executive Committee, the Council, and the Franklin Regional Planning Board shall jointly have and may exercise any and all authority for regional planning as may be authorized by current and future federal and state laws. The Executive Committee, in consultation with and based upon the recommendations of the Franklin Regional Planning Board, shall be responsible for establishing policies to guide all regional planning and development activities of the region. The Franklin Regional Council of Governments as the Regional Planning Agency shall be staffed with a Director of Planning & Development, with appropriate planning qualifications, and other staff as grant or other funding permits. The purpose and objectives of the FRCOG as the Regional Planning Agency are to balance economic development with the protection of natural and cultural resources which are the foundation of the region's rural character and heritage and to advocate at the state and federal level to ensure that programs, policies and funding are responsive to issues impacting the region.~~

~~SECTION 8.2 Franklin Regional Planning Board—Purpose, Composition, Responsibilities and Powers~~

~~8.2.1 Purpose:~~ The purpose and objective of the Franklin Regional Planning Board ("FRPB") shall be to promote, with the greatest efficiency, sustainable economic development in the Franklin Regional Council of Governments region and to protect public health, safety and welfare and the natural and cultural resources of the FRCOG (the "Regional Planning District").

~~8.2.2 Composition:~~ The Franklin Regional Planning Board shall consist of the following members:

- ~~(a) the Executive Committee (the Executive Body of the Franklin Regional Council of Governments);~~
- ~~(b) the Chair of the Board of Selectmen of each town or the Board of Selectmen's designee, who may be someone other than a member of the Board of Selectmen;~~
- ~~(c) the Chair of the Planning Board of each town or a member of that town's Planning Board; and~~
- ~~(d) up to eighteen (18) persons residing within the Regional Planning District, as "Members At Large" for the purpose of providing additional advice and guidance to the FRPB, with said persons broadly representative of business, labor, professional and social organizations, or interested in natural, cultural, historic and economic resources and other significant interests within the Regional Planning District. Such Members At Large shall be elected by the Franklin Regional Planning Board in accordance with its by laws.~~

~~8.2.3 Term of Office:~~ Each representative shall serve a term of three years. In the case of vacancies, new appointments shall be made in accordance with the provisions of the Franklin Regional Planning Board by laws.

~~8.2.4 Voting Powers:~~ Each Franklin Regional Planning Board member shall have one equal vote.

~~8.2.5 Quorum:~~ Not less than 15 percent of the full Franklin Regional Planning Board membership shall constitute a quorum.

~~8.2.6 Organization: The Franklin Regional Planning Board shall establish by laws for its proceedings and organization. The Franklin Regional Planning Board may establish such technical advisory subcommittees as may be needed to assist the planning staff of the Franklin Regional Council of Governments and the FRPB in their duties and functions. The Franklin Regional Planning Board shall have voting representation on the Council and Executive Committee of the Franklin Council of Governments.~~

SECTION 8.3 – Responsibilities and Functions

~~8.3.1 General Powers: The Franklin Regional Planning Board shall consult with and make recommendations to the Franklin Regional Council of Governments executive and legislative bodies concerning the objectives, policies, programs, budget, administration or other items necessary for the preparation and implementation of studies, plans and proposals in furtherance of the purposes set forth above and as provided in the Franklin Council of Governments Legislation, 151 Acts 96 Section 567, as amended, in Chapter 425 of the Acts of 1963, as amended, which establishes the Franklin County Commissioners as the Regional Planning Agency for the County and as provided in Sections 5, 5A, 5B, and 14 of Chapter 40B of the Laws of the Commonwealth, which defines the actions of a Regional Planning Agency, and as may be further provided by amendment or by any other subsequent provisions of state or federal law or regulations.~~

8.3.2 Specific Powers:

~~(a) Economic Development: As authorized pursuant to Title IV, Part B of the Public Works and Economic Development Act of 1965, enacted by the United States Congress as Public Law 89-136, or current equivalent as amended, the Franklin Regional Planning Board shall oversee the development of and approve the Overall Economic Development Program (OEDP) for the Franklin Regional Council of Governments Regional Planning District and assist with other economic development activities in support of the OEDP.~~

~~(b) Transportation: As authorized by the Federal Highway Act of 1962 or current equivalent as amended, and the Massachusetts Executive Office of Transportation and Construction, the Franklin Council of Governments region is considered a metropolitan planning area. As such, its Metropolitan Planning Organization (MPO) is responsible for the planning and programming of financial resources for a multi-modal transportation system for the FRCOG region. The MPO is made up of the Secretary of Transportation, the Commissioner of the Massachusetts Highway Department, the Chairman of the Franklin Regional Transit Authority, the Chairman of the Greenfield-Montague Transportation Area, and the Chair of the Franklin Regional Council of Governments Executive Committee. As authorized by Section 134 of the Federal Highway Act of 1962 or current equivalent as amended, the Franklin County Planning Board and its successor, the Franklin Regional Planning Board is authorized to act as the Joint Transportation Planning Committee (hereinafter referred to as the JTTC). The Executive Committee Chair shall receive recommendations from the Franklin Regional Planning Board in its capacity as Joint Transportation Planning Committee (JTTC). As the JTTC, the Franklin Regional Planning Board shall ensure that the transportation planning process in the FRCOG region is comprehensive, continuing and cooperative (3C) and shall have responsibility for approving the Unified Work Program and Transportation Improvement Program for the region.~~

~~8.3.3 Future Changes in Structure, Responsibilities and Functions: Any recommended changes in the structure, responsibilities or functions of the Franklin Regional Planning Board shall be made pursuant to the amendment or bylaw process outlined by this charter.~~

**ARTICLE 9
GENERAL PROVISIONS**

SECTION 9.1 *Specific Provisions to Prevail*

To the extent that any specific provision of this Charter conflicts with any provision expressed in general terms, the specific provision shall prevail. The enumeration of specific powers, however, shall not limit the intent of any general powers or responsibilities of the FRCOG or any office or board formed under this charter.

SECTION 9.2 *Charter Amendment Procedures*

The Council may, by a two-thirds majority of the weighted vote of its full membership, and a majority vote of the Executive Committee, submit proposed amendments to this Charter to the voters of member ~~towns-municipalities~~. Amendments shall be adopted by a ~~two-thirds simple~~ majority vote in a two-thirds majority of member ~~towns municipalities~~. The warrant articles used when voting on a Charter amendment shall contain a question in substantially the following form: "Shall the following Charter amendment which was proposed by a two-thirds majority of the weighted vote of the full membership of the FRCOG Council and a majority vote of the Executive Committee ~~be enacted?~~"

SECTION 9.3 *Enabling Act Amendment Procedures*

The Executive Committee may, by a two-thirds majority vote of the full Council membership, and with the majority vote of the Executive Committee, file a petition with the state legislature to amend the enabling act 151 Acts 96, sec567.

SECTION 9.4 *Bylaw Adoption Procedures*

Bylaws adopted by the Council by majority vote shall be presented to the Executive Committee for review. A majority vote of the Executive Committee shall be required for adoption. If the Executive Committee fails to take action on any bylaw within 21 days, the bylaw shall become effective. If the Executive Committee disapprove of any bylaw, they shall return the bylaw to the Secretary Council within 10 days with the specific reasons for the disapproval, in writing. If the Council does not override the disapproval of the Executive Committee by a two-thirds majority within ~~30~~ 60 days, the bylaw shall be rejected and may not be proposed again for one calendar year.

**ARTICLE 10
TRANSITIONAL PROVISIONS**

SECTION 10.1 *Effective Date*

This Charter shall become fully effective on the first business day following an affirmative vote by 14 towns of the former County of Franklin, but not sooner than July 1, 1997.

~~**SECTION 10.2 *Continuation of Personnel*¹²**~~

~~All former County personnel not transferred to the Commonwealth shall continue to perform their duties as employees of the Franklin Regional Council of Governments, subject to appropriation.~~

~~**SECTION 10.3 *Transition of Representative Body***~~

~~The membership of the County Advisory Board of Franklin County shall remain the representative body through June 30, 1997 and continue as necessary under the enabling act as the Regional Advisory Board until such time as this Charter is adopted pursuant to the provisions above or June 30, 1998.~~

~~**SECTION 10.4 *Transition of Executive Body***~~

~~The Franklin County Commissioners shall remain the executive body through June 30, 1997 and continue as necessary under the enabling act as the Franklin Council of Governments Committee until such time as this Charter is adopted or June 30, 1998. If the charter is adopted, the sitting Franklin County Commissioners shall constitute the regionally elected members of the executive committee until their term expires. Once the charter is adopted the three sitting County Commissioners of the former County of Franklin shall elect among themselves two members to fill the regionally elected positions until such positions are filled through the state biennial election or town election~~

¹² Reason: Removing references to initial formation of the FRCOG that are no longer necessary.

~~process outlined in Article 4.1.2 of this charter. Should the Commissioners fail to elect two of their number, the Council shall, at their first meeting, elect two of the sitting Commissioners. In the event that less than two of the sitting Franklin County Commissioners are ready, willing and able to accept a position on the Executive Committee, or if a vacancy occurs prior to the first election, the Council shall elect a Franklin County resident to fill such position(s), except that such individual shall not already be a member of the Council.~~

SECTION 10.5 Default in Event of Charter Vote Failure

~~In the event this charter is not adopted by a majority of voters in a majority of Franklin County towns by May 31, 1998, the former County Commissioners and County Advisory Board shall by June 15, 1998 adopt a plan for implementation effective July 1, 1998, which shall enumerate 1) any retirement liabilities of the former County, exclusive of those liabilities transferred to the Commonwealth, to be allocated among the towns of the former County; 2) any other fixed costs of the former county to be allocated among the towns of the former Franklin County according to the former county assessment formula; 3) a budget for a Franklin Regional Planning Commission (FRPC) to be assessed upon the towns for fiscal 1999 only, pending acceptance of membership in the FRPC by each municipality of the former Franklin County pursuant to MGL Chapter 40B sec 2A prior to June 30, 1999; 4) the transfer of all powers of the former Franklin County, such as those enumerated in Article 2 of this charter, to specific agencies of the Commonwealth, except those powers of the regional planning commission. The FRPC established by default of this charter shall be overseen by the former Franklin County Planning Board. Votes of acceptance of the FRPC shall be required as under MGL 40B to establish the FRPC as a 40B planning commission, and shall operate pursuant to all 40B requirements after July 1, 1999.~~

SECTION 10.26 Legislative Authorization of Certain Provisions

The Council shall immediately seek legislative amendment of the enabling act for any power granted to the Franklin Regional Council of Governments by this Charter but requiring further legislative approval.

More than
76,400 lbs
collected
since 2011



SAVE THE DATE

National Prescription
Drug Take Back Day

SATURDAY

April 26

2025

10am-2pm

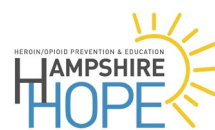
Check back soon for
participating
communities.

You can also bring medications to a permanent Drop Box location.

Drop Drugs at these Police Stations:
Amherst, Ashfield, Athol, Belchertown,
Bernardston, Cummington, Deerfield,
Easthampton, Erving, Goshen, Granby,
Hadley, Hatfield, Leverett, Montague,
Northampton, Orange, Pelham,
Shelburne, South Hadley,
Southampton, Sunderland, Ware,
Whately, Williamsburg

Simply bring them to your local police
station and drop them in the
MEDRETURN BOX.

Medicines can remain in original
containers with labels. **NO**
liquids, syringes, IV equipment
or chemotherapy drugs.
Prescription and non-
prescription drugs, vitamins and
veterinary meds are accepted.



For more information: NorthwesternDA.org