



# **SELECTBOARD AGENDA & MEETING NOTICE**

**May 5, 2025**

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

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

5:00 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

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

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

### Old Business

- Review of Minutes: 3/24/25, 4/7/25, 4/22/25

### New Business

- Award contract for 2025 lawn mowing & cleanup services
- 3-Year Renewal of Services Agreement between FRCOG and Town for Building, Plumbing & Gas and Wiring Inspection and Zoning Enforcement (FCCIP)
- Designate Members of Planning Board as Special Municipal Employees
- Purchase Order – Highway Department, \$11,466.92 to United Equipment for parts & labor to replace multi-function controller for 2011 John Deere backhoe
- Invitation to Memorial Day ceremony – Sunday, May 25<sup>th</sup> 9:30 AM, Gill Church & Veterans Monuments
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
  - Clean Sweep Bulky Waste Recycling Day – Sat. May 17<sup>th</sup>, 9am-noon
- Warrants
  - FY25 #22 – Vendors (\$43,570.90) & Payroll (\$29,948.66) – reviewed/signed on 4/22/25
  - FY25 #23 – review & sign

### Adjournment

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

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
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



## Franklin Regional Council of Governments

TO: Select Board Members

FROM: Bob Dean, Director of Municipal Services *Bob Dean*

DATE: April 25, 2025

RE: FCCIP Contract Renewal

Enclosed please find two copies of the contract for inspection services through the Franklin County Cooperative Inspection Program (FCCIP). The new contract will take effect as of July 1, 2025. Please sign both copies and **return both to me**. I'll have Linda Dunlavy sign them and return a fully signed original to you for your records.

The enclosed contracts were edited through section V only to update all dates and the fee. A few of the remaining boilerplate sections are either new or updated as recommended by the FRCOG's legal counsel, Donna MacNicol. If your legal counsel would like to review the contract I can provide an electronic version.

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

Thank you.



# Franklin Regional Council of Governments

**BUILDING, PLUMBING & GAS AND WIRING INSPECTION AND ZONING ENFORCEMENT  
PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN  
THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

**AND**

**THE TOWN OF GILL**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as “the FRCOG”, and the **Town of GILL**, acting by and through its Selectboard, hereinafter referred to as “the Town.”

WITNESSETH THAT:

WHEREAS, the Town has determined that there is a need to obtain professional Building Code and Zoning Enforcement Service, Plumbing and Gas Inspection Service, and Wiring Inspection Service so as to better protect the public within the Town; and

WHEREAS, the Town has appropriated funds to procure contracted Inspection services under the direction of its Board of Selectmen; and

WHEREAS, the FRCOG through its Franklin County Cooperative Inspection Program hereinafter referred to as “the FCCIP”, is willing to provide Inspection services to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

## **I. TERM OF AGREEMENT**

The term of this Agreement shall be three years, commencing on July 1, 2025, and ending on June 30, 2028. The parties may agree to amend the term of this Agreement at any time, subject to the requirements of Section X.

## II. ENGAGEMENT OF THE FRCOG

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing inspection and zoning enforcement services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner. The Town agrees to provide the FRCOG with on-site direction and evaluation of service as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery of the contracted services. The FRCOG shall be responsible for supervising the training, quantity and quality of contracted services, including direct supervision of all inspectors.

## III. SCOPE OF SERVICES OF THE FRCOG

The FRCOG will render the primary services to be provided as described herein through qualified Inspectors.

- The FRCOG shall be responsible for hiring; supervising the training, quantity and quality of contracted services, including direct supervision of all FRCOG Inspectors; and providing all applicable employee benefits to the Inspectors. The FRCOG will:
- provide at a minimum the following services to the Town under the direction of the FCCIP as required and requested by the Town:
  - Act as Building Commissioner, and Local Inspector(s) as required, as delineated in 780 CMR 1.00 et seq., 521 CMR and MGL C 40A, and all other applicable laws.
  - Act as Wiring Inspector as delineated in MGL 166 SS 32, 33, 527 CMR 12.00 et seq., MGL Chapters 13, 141, 142, and 143, and 780 CMR and all other applicable laws.
  - Act as Gas and Plumbing Inspector as delineated in 248 CMR and MGL Chapters 142 and 143, and all other applicable laws.
  - Act as Zoning Enforcement agent as delineated in MGL Chapter 40A Sec. 7
- Schedule and conduct all inspections.
- Provide emergency access and backup inspectors.
- Provide office space, computers and phones for the inspectors.
- Be responsible for all personnel matters for the inspectors, including disciplining staff as warranted.
- Be responsible for legal costs that relate to the overall program.
- Provide information technology support for FCCIP staff, including maintaining web site, online permitting software, computer virus protection and back up, software purchasing and licensing, etc.

## IV. RESPONSIBILITIES OF THE TOWN

The Town agrees to provide the following services to the FCCIP to ensure that the FRCOG provides quality, efficient delivery of service. The Town will:

- Provide the FRCOG with feedback on the services provided as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery of the contracted services.
- Appoint a representative to the FCCIP Advisory Committee.
- Communicate any concerns about the program first to the inspector involved. If the concern is not resolved, then to the Building Commissioner, and if still a concern to the FRCOG Director of Municipal Services.

- Provide prompt review of monthly reports, and prompt payment of quarterly bills.
- Provide the FCCIP with any changes to town zoning bylaws 1) as they are considered and 2) once they are implemented.
- Provide Assessors' parcel data when requested to maintain accuracy of online permitting software.
- Provide legal defense for any issues, cases, or causes of action that arise only in relation to decisions and actions taken pursuant to the Building, Wiring and Plumbing & Gas inspections and Zoning enforcement for the Town.

## **V. COMPENSATION**

For any services rendered under this agreement the FRCOG will receive compensation as determined by an assessment formula approved annually by the FCCIP Advisory Committee and the FRCOG during its annual budgeting process. Notification of compensation costs for the next fiscal year will be provided to the Town no later than March 1. For Fiscal Year 2026, the town shall be liable for no more than **\$7,873** for building, plumbing, and wiring inspection and zoning enforcement services. This fee is constituted as follows:

- \$4,738.00 for membership in the building inspection program
- \$2,317.50 for membership in the plumbing & gas inspection program
- \$2,317.50 for membership in the wiring inspection program
- Less a \$1,500 discount for membership in all three programs

The FRCOG shall bill for the membership assessment quarterly.

All fees for permits will be collected and retained by the FRCOG.

Building, Plumbing, and Wiring permit fees of \$500 or less for town projects will be waived.

Any financial commitment of the Town as a party to this Agreement is subject to appropriation by the Town and shall not exceed the amounts so validly appropriated. The Town acknowledges that under Section XIII, Termination, the town will be bound for one year of payments after a termination notice is received by the FRCOG.

## **VI. MARGINAL HEADINGS, PRONOUNS**

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

## **VII. INDEMNIFICATION AND INSURANCE**

The FRCOG shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

The Town shall defend, indemnify and hold harmless the FRCOG and its officers, agents, and all employees from and against claims arising directly or indirectly from its negligent acts or omissions and for any breach by it or its agents, servants, subcontractors or employees, of any applicable Federal, State or Municipal laws or this Agreement.

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

The FRCOG and the Town shall each have in full force during the term of this Agreement, insurance as provided below.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the FRCOG shall provide the Town with Certificates of Insurance or other evidence of coverage which include the Town as an additional named insured and which include a thirty (30) day notice of cancellation to the Town.

The Town shall provide the FRCOG with Certificates of Insurance or other evidence of coverage which include the FRCOG as an additional named insured and which include a thirty (30) day notice of cancellation to the FRCOG.

Further, FRCOG shall be solely responsible for all taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws for its employees.

### VIII. WAIVERS

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

### IX. FINANCIAL SAFEGUARDS

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

- a. FRCOG shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received;
- b. FRCOG shall cause to be performed regular audits of such records;
- c. FRCOG shall make provisions for officers responsible for the agreement to give appropriate performance bond ;
- d. FRCOG shall issue periodic financial statements to all FCCIP participants.

## **X. AMENDMENTS**

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

## **XI. FORCE MAJEURE**

In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, Acts of God, war, fire, flood, epidemic, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather, not the fault of the affected party (hereinafter referred to as a "force majeure event"), the party who has been so affected immediately shall give notice to the other party of its disability and shall do everything possible to resume performance. Upon receipt of such notice, performance under this Agreement shall immediately be suspended.

## **XII. ASSIGNABILITY**

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

The Town shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the FRCOG. No subcontract may be awarded by the Town, the purpose of which is to fulfill in whole or in part the responsibilities required herein, without said written consent of the FRCOG.

## **XIII. TERMINATION**

This agreement may be terminated by either party for any reason upon one year's written notice from the date received by either party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties. If the Town terminates, the FRCOG is relieved of any and all responsibilities to the Town which would be performed after the scheduled termination date after the year has elapsed. In event of termination, the FRCOG shall no later than fifteen days after said termination date, deliver to the Town all reports, documents, data and materials of every kind and nature which are related to FRCOG services to the Town and compensation will be made to the FRCOG for time spent up until the time of termination.

## **XIV. CONFLICT OF INTEREST**

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement that affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

## **XV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**XVI. VIOLATION OF LAW / GOVERNING LAW**

The FRCOG and the Town shall observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified to the best of their ability. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts

**XVII. NONDISCRIMINATION**

The FRCOG and the Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

**XVIII. VENUE AND JURISDICTION**

Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.

**XIX. AVAILABILITY OF FUNDS**

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

**XX. ENTIRE UNDERSTANDING**

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

**IN WITNESS WHEREOF**, the FRCOG and the Town have caused this Agreement to be executed in duplicate by their respective authorized officers and hereby certify that this Agreement is in full force and compliance with all applicable laws, rules, and regulations, as set forth herein above.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Linda Dunlavy, Executive Director

\_\_\_\_\_  
Date

TOWN OF GILL SELECT BOARD

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

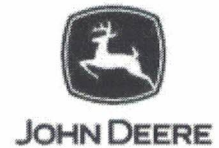
For FRCOG Use Only: Contract Reviewed by Procurement   n/a   Finance:            Grant Line #   n/a



**John Miner / Gill Highway Superintendent**

**From:** Heather Leroux <heather.leroux@ucfne.com>  
**Sent:** Wednesday, April 30, 2025 4:48 PM  
**To:** Highway@gillmass.org  
**Subject:** Estimate for joystick on John Deere 310

**United Construction & Forestry**  
 1620 PAGE BLVD (RTE 20)  
 SPRINGFIELD, MA 01104  
 Phone: (413) 543-5595  
 Fax: (413) 543-5871  
 info@ucfne.com



\*\*\* PROFORMA INVOICE \*\*\*

Invoice To Account No: 623621

Deliver To: **Quote Expires: 05/30/2025**

**SERVICE QUOTATION**

TOWN OF GILL  
 HWY DEPT - 325 MAIN ROAD  
 GILL MA 01354  
  
 Bus Phone: (413)863-2324  
 Prv Phone:

TOWN OF GILL  
 HWY DEPT - 325 MAIN ROAD  
 GILL MA 01354  
  
 Bus Phone: (413)863-2324  
 Prv Phone:

Invoice Number:  
 Invoice Date: 04/30/2025  
 Location: 75  
 Work Order Number: 1603233  
 Payment Type: Account  
  
 Page: 1 of 1

Make/Model:	Meter	Serial Number:	EQ Id:	Fleet No:
2011 JOHN DEERE 310TJ	2317	1T0310TJVBD209252	SCEQ25452	

**/QUOTE Retail**

**COMPLAINT:**

THIS ESTIMATE IS FOR REMOVAL AND REPLACEMENT OF COMPLETE MULTI FUNCTION CONTROLLER.

THIS ESTIMATE INCLUDES LABOR AND MILEAGE FOR WORK DONE ON 4/30/2025 AND WORK TO BE DONE.

**CAUSE:**

**CORRECTION:**

<u>PartNumber</u>	<u>Description</u>	<u>Quantity</u>	<u>Net Price</u>	<u>Extended Price</u>	<u>Taxed</u>
AT358816	Multi-Functional Controller	1.00	\$8,640.92	\$8,640.92	
<u>Miscellaneous</u>	<u>Description</u>	<u>Quantity</u>	<u>Net Price</u>	<u>Extended Price</u>	<u>Taxed</u>
MILEAGE	SERVICE VEHICLE MILEAGE	192.00	\$3.50	\$672.00	

**Miscellaneous Charges:**

Environmental Services & Supplies \$300.00

Labor: \$1,854.00    Parts: \$8,640.92    OL&M: \$0.00    Misc: \$972.00    Sub-Total: \$11,466.92

Customer PO No:  
 Tax Exempt No: ON FILE  
 Advisor: HEATHER LEROUX

Labor: \$1,854.00  
 Parts: \$8,640.92  
 OL&M: \$0.00  
 Misc: \$972.00  
**Total: \$11,466.92**



To: Board of Selectmen

From: Gill Memorial Committee

Subject: Memorial Day Ceremony Invitation

Dear Board of Selectmen,

The Memorial Committee would like to extend to you an invitation to attend the Town of Gill Memorial Day services beginning at 9:30 AM, Sunday, May 25, 2025 at the Gill Church. After the service at the church, a rose ceremony will be held at the Veterans Monuments, thereby concluding our Memorial Day observance.

If you have any questions, please contact Merri Bourbeau at (413)863-8613. Thank you.

Respectively,

Gary & Merri Bourbeau 413/768-9543

Doug & Elaine Smith 413/863-3115

Tony Zager 413/522-6915

Gill Memorial Committee