



SELECTBOARD AGENDA & MEETING NOTICE

August 11, 2025

***Indicates item added after the 48 hour posting
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: 3/24/25, 4/7/25, 4/22/25, 5/5/25, 5/20/25, 6/2/25, 6/16/25, 6/30/25, 7/14/25, 7/28/25

New Business

- Fire Department Purchase Order – Fire Tech & Safety or other vendor, not to exceed \$7,620 for portable ground monitor
- Fire Department Appointments – Everett Connelley and Zachary Ozdarski as Junior Firefighters through 06/30/26, contingent upon receipt of satisfactory results from recent medical evaluation
- Franklin County Sheriff's Office – FY26 agreements for Regional Dog Shelter Services and Regional Animal Control Services
- FRCOG request for municipal letters of support for Northern Tier Passenger Rail – to be submitted as part of MassDOT's application to Federal Railroad Administration's Corridor Identification & Development Program
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
 - West Nile Virus risk level – Moderate in 5 Franklin County Towns; Gill BOH web page for more info on what you can do.
- Warrants
FY26 #03 – Vendors (\$114,126.64) & Payroll (\$33,889.42) – reviewed/signed on 7/28/25
FY26 #04 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 8/25	5:30 PM	Selectboard meeting	Town Hall
Mon 9/8	5:30 PM	Selectboard meeting	Town Hall
Mon 9/22	5:30 PM	Selectboard meeting	Town Hall

TOWN OF GILL

MASSACHUSETTS



SELECTBOARD MEETING MINUTES

July 14, 2025

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: Charles Garbiel, John Ward, Greg Snedeker Members Absent: None

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

Review of Minutes: No minutes were available for review.

Parking Request: Purington presented a request from French King Highway resident Janet Masucci to park vehicles at the Riverside Municipal Building for 7-10 days later this month when her driveway is resurfaced. The request includes her personal vehicle as well as vehicles owned and offered for sale by her tenant, Jose DeJesus of Engine Up Automotive. Purington recommended the request be approved with the following conditions: 1) parking should be in the Meadow Street parking area, not the front loop; 2) no parking in the spaces immediately to the left or right of the ramp; 3) no parking that blocks access to the EV charging station; and 4) no “for sale” signs displayed while on town property. The request, as conditioned, was approved by consensus.

Cultural Council Appointments: Ward made a motion, seconded by Snedeker, to reappoint Karen Larsen to the Cultural Council for a term of 8/15/25 – 8/15/28, to appoint Isaac Bingham for a term of 8/5/25 – 8/5/28, and to appoint Lynn Tomb for a term of 9/1/25 – 9/1/28. The motion was approved by a unanimous vote.

MVP 1.0 Planning Process: Purington presented a proposal from the FRCOG to assist the Town with completing the Municipal Vulnerability Preparedness (MVP) 1.0 Planning Process at a cost of \$20,000. The Town was awarded funding for the work in January 2023 and has until June 2026 to complete the project. The MVP program is a Massachusetts state initiative that provides funding and support to help communities assess their climate change vulnerabilities and develop plans to increase resilience. Once the planning process is complete the Town will be eligible to apply for grant funding to implement projects from the plan’s action plan. Snedeker made a motion, seconded by Ward, to approve the project and authorize Purington to sign any documents related to the same. The motion was approved by a unanimous vote.

Change Membership of Cable Committee: One of the primary responsibilities of Gill’s Cable Committee is to negotiate the 10-year cable license for Comcast. The current license expires in May 2026 and it is time to begin the negotiations. However, the committee currently has only two members. Purington recommended the Selectboard modify the makeup of the Cable Committee to be between 3 and 7 members, with one member to be a representative from the Selectboard, one member to be the Town Administrator, and the remaining members to be residents of Gill. With the addition of the Town Administrator the committee will have 3 members and can begin meeting. Snedeker made a motion, seconded by Ward, to modify the makeup of the Cable Committee as described. The motion was approved by a unanimous vote. Snedeker made a motion, seconded by Ward, to appoint Purington to the Cable Committee through June 30, 2026. The motion was approved by a unanimous vote.

Six Town Regionalization Planning Board: Snedeker reported the Planning Board has nearly completed the regional agreement for the proposed new regional school district that would be created from the towns of Gill, Montague, Bernardston, Leyden, Northfield, and possibly Warwick. The Planning Board will be stepping up its publicity and outreach efforts to inform voters in all the towns, and will be meeting with Selectboard and Town Clerks to schedule special town meetings this fall on the same day in all the towns for a vote on the new district agreement.

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

Warrants: The Selectboard reviewed and signed the FY 2025 warrant # 28 with totals of \$111,839.87 for vendors and \$8,259.20 for payroll. The Selectboard reviewed and signed the FY 2026 warrant # 02 with totals of \$87,702.86 for vendors and \$27,638.30 for payroll.

The meeting adjourned at 6:15 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 08/11/2025

John Ward, Selectboard Clerk

TOWN OF GILL

MASSACHUSETTS



SELECTBOARD MEETING MINUTES

July 28, 2025

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: John Ward, Greg Snedeker

Members Absent: Charles Garbiel

Others Present: Ray Purington, Town Administrator; Tim Batchelder, Kate Savage, Jim Asbel, Claire Chang, Ray Steele, Dan Croteau, John Miner, Tracy Dowd, Lisa Sandri, Erin-Leigh Hoffman

Review of Minutes: No minutes were available for review.

Gunshot Noise: Dan Croteau, a new resident of Gill at 53 Mountain Road, met with the Selectboard to discuss the noise coming from a nearby resident's shooting range. It was during Croteau's first weekend in his new home, and he was disturbed by loud gunfire coming from the surrounding neighborhood. Another neighbor has reported the matter to Gill's police department in the past and has been told there is no action the police can take. It was noted Gill does not have a general noise bylaw, and there are no commercial shooting ranges permitted or known to be operating in Gill. Snedeker expressed interest in being notified the next time the gunfire is heard. Croteau will contact Snedeker the next time it happens. Croteau left the meeting at 5:40 PM.

Gill Elementary School Roof Replacement: Claire Chang and Jim Asbel, co-chairs of the Gill Elementary Roof Committee, met with the Selectboard to provide an update on the project. Purington is also a voting member of the committee; however, committee members present did not deliberate, vote, or otherwise take action outside of a posted public meeting of the committee. The other two Gill residents on the committee are Jim DeLorenzo and Rob Marcalow. Gill resident Ray Steele has been regularly attending meetings as an observer and participated in providing the update to the Selectboard.

The Owner's Project Manager (OPM) for the project is Tom Ellis of Jones Lang LaSalle Americas and the designer/architect is Jeremy Toal of Gorman Richardson Lewis Architects. Both firms were assigned to the project by the Massachusetts School Building Authority (MSBA). The committee has been meeting since May, and met most recently on July 24 to review the architect's schematic design drawings prior to the drawings being submitted to the estimator for pricing analysis.

There are a number of key design decisions that have been made:

- Insulation will be added above the roof deck. Limited attic access and electrical & telecom cables above the suspended ceilings in the classroom make it difficult and more expensive to insulate below the roof deck. Additionally, there is no attic space in the high-ceilinged All Purpose Room.
- Various interior and exterior ADA compliance issues will be addressed as part of the project. The anticipated cost of the roof project exceeds 30% of the assessed value of the school building, which triggers a requirement to address accessibility issues for the entire building. Classroom sinks, a staff bathroom, and some doorways are the main things to be corrected inside the building. On the outside the slope of the pavement at the front entry needs to be corrected, a wheelchair van parking space must be created, and the exterior door for the All Purpose Room needs a compliant ramp.
- A standing seam metal roof is the committee's preference and recommendation for the building, however, it is not clear to what extent the MSBA will reimburse the Town for a metal roof vs. an asphalt roof. The cost estimators will provide pricing for both roof options.

The cost estimates are expected to be received by September 11 and the completed schematic design package will be submitted to the MSBA in October. MSBA's approval of the project, including their approved project cost and reimbursement amount, is expected at the MSBA's December 12 meeting.

Asbel noted the project will not address accessibility to the playground and garden areas, as those spaces are beyond the scope of a building-based roof project. He feels making the play areas accessible is the right thing to do, and the Town ought to keep it on the radar as a separate project. Asbel, Chang, and Steele left the meeting at 6:06 PM.

Request for Guardrail: Tracy Dowd, owner and resident of 253 Main Road, informed the Selectboard her house was struck yesterday (7/27/25) by a car traveling north on Main Road that failed to navigate the curve before her house. The impact caused the house to be partially knocked off the foundation, and the repairs will be extensive. She feels the curve is dangerous enough to justify a guardrail and requested the Selectboard consider having one installed. Highway Superintendent John Miner presented the Selectboard with a cost estimate for 98 feet of guardrail - \$3,365 using current pricing from GuardRail Solutions, the FRCOG's awarded bidder for these products. Miner recommended three other sections of guardrail on Main Road be replaced at the same time, as those sections are an old design (steel cables mounted to wood posts) and in poor condition. The total cost for all four sections of guardrail is \$9,820 and the funds are existing within Miner's FY26 Highway budget. The entire project was approved by consensus.

North Cross Road Bridge: On May 14, 2025 the Mass Department of Transportation (MassDOT) conducted a routine inspection of the bridge over Dry Brook on North Cross Road. MassDOT's report was received on July 9 and was followed on July 10 by an email notifying the Town the bridge "needs attention immediately." Reducing the bridge to a single travel lane was required. Miner met with MassDOT officials on site on July 17 and reviewed a plan to install the necessary barriers and signage to implement the lane reduction. The barriers and temporary signs were installed on July 22 and permanent signs will be installed after MassDOT approves their locations.

Miner reported approximately \$8,500 has been spent so far for the jersey barriers and some of the signs and other equipment. Chapter 90 funds may be used for this type of project and Miner requested approval of up to \$20,000 of Chapter 90 funds. Snedeker made a motion, seconded by Ward, to authorize up to \$20,000 of Chapter 90 funds for the emergency lane reduction project on the North Cross Road Bridge. The motion was approved by a 2-0 vote.

Miner explained the bridge is listed on the National Bridge Inventory and therefore is eligible for federal funding toward the cost to replace the bridge. The extent of the deterioration in the two outer bridge beams (upstream and downstream) is such that a repair project would not be an efficient use of funds. Miner believes there is currently a waiting period of 6 to 7 years for funding for this type of project.

David Conway and Jeff Suprenant joined the meeting at 6:18 PM. Jon Miller and Carolann Zaccara joined the meeting at 6:20 PM.

West Gill Road Paving Wrap-up: Miner provided a summary of the resurfacing project completed on 1.5 miles of West Gill Road in May. The total project was completed at a cost of \$288,090.74, which was \$5,379.26 less than the amount Miner estimated for the job.

2025 Public Gathering Permit for Turners Falls Schuetzen Verein: The Selectboard reviewed the Club's application for a Public Gathering Permit covering various clambakes, car cruises, and other public events during 2025. The Board of Health, Police Department, Fire Department, and Building Inspector have signed off on the application, with the same conditions requested as last year: 1) All fire lanes must be kept open for access by fire & medical services; 2) There must be a police detail for crowds over 300 people, except for the monthly car shows, which shall have a detail officer if required by the Police Chief; and 3) egress pathways and lighting shall be maintained if required. A new condition was requested by the Board of Health's Agent: the Club's event calendar should be shared with the Board of Health and its agents.

Ray explained John Miner, Gill's Highway Superintendent, is the President of the Club and has recused himself on the matter. However, the Club is located on Barton Cove Drive, which is a private way off of the state-owned and -maintained Route 2. It was agreed the public gatherings have minimal impact on the Town's roads, and the application could be approved with input or comments from the Highway Department.

Snedeker made a motion, seconded by Ward, to approve the application for the Public Gathering Permit with the noted conditions. The motion was approved by a 2-0 vote.

Joint EMS Advisory Committee Appointments: Snedeker made a motion, seconded by Ward, to appoint Charles Garbiel as the Selectboard's representative to the Joint EMS Advisory Committee through May 18, 2026 and Mitchell Waldron as the Fire Department representative to the Committee through June 30, 2026. The motion was approved by a 2-0 vote.

Warrants: The Selectboard reviewed and signed the FY 2026 payroll warrant # 03 with a total of \$33,889.42.

The Selectboard recessed their meeting at 6:30 PM in order to participate in the posted meeting of the Sewer Commission. The Selectboard returned to their meeting at 7:45 PM and reviewed and signed the FY 2026 vendor warrant # 03 with a total of \$114,126.64.

The meeting adjourned at 7:57 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 08/11/2025

John Ward, Selectboard Clerk



Quote

Quote Nbr.: Q307866
Quote Date: 7/2/2025
Expiration Date: 7/17/2025
Customer ID: C000046

Fire Tech & Safety
100 Business Park Dr #6
Tyngsborough, MA, 01879
Phone: (978) 649-6800
<https://firetechusa.com/>

BILL TO:	SHIP TO:
GILL FIRE DEPT.-MA 196A MAIN STREET GILL MA 01376	GILL FIRE DEPT.-MA 196A MAIN STREET GILL MA 01376

CUSTOMER P.O. NO.	TERMS	CONTACT
TFT	Net 30 Days	BILL KIMBALL

SHIP VIA
Drop Ship - Direct

ITEM	QTY.	PRICE	EXT PRICE
TASK FORCE BLITZFORCE PORTABLE ATTACK MONITOR WITH FOG- STRAIGHT STREAM NOZZLE AND STORAGE BRACKET	1.00	3,895.00	3,895.00
TASK FORCE BLITZFORCE COMBINATION PACKAGE MONITOR, 3 STACKED TIPS & STORAGE BRACKET	1.00	3,725.00	3,725.00
SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00	0.00

Total Weight (LB):	0	Sales Total:	7,620.00
Total Volume (CFT):	0	Freight & Misc.:	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	7,620.00

NOTICE...One or more of the products listed above may contain PFAS, for the reason the equipment contains PFAS chemicals, and the specific PFAS chemicals in the product you must contact the manufacturer of the items.
Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>



TOWN OF GILL FIRE DEPARTMENT

JUNIOR FIREFIGHTER PROGRAM APPLICATION



Date: 6/29/25

Personal Information

Name: Everett Connelley Home Phone: [REDACTED]
Address: 87 Harrison ave Cell Phone: [REDACTED]
(No. Street / City / State)
Email Address: [REDACTED] Birth Date: [REDACTED]
Parent/Guardian Name: Michael Connelley Phone Number: [REDACTED]
Can you furnish a work permit? ☒ Yes ☐ No
Do you have your parent/guardian's permission to apply to be a Junior Firefighter? ☒ Yes ☐ No
Do you have a valid Massachusetts Driver's License? ☐ Yes ☒ No

Emergency Contacts

Contact Name: Sarah Connelley Phone Number: [REDACTED]
Contact Name: Michael Connelley Phone Number: [REDACTED]

Medical Information

Doctor: Dr. Macedo Phone Number: 413-773-2022
Medical Conditions: [REDACTED]
Allergies: [REDACTED]
Medications: [REDACTED]

Education and Employment

List your high school, expected year of graduation, and most recent grade point average.
Greenfield high school, 2027, high honors
List any current or past employers. List your job duties, your supervisor, and your supervisor's phone number.
YMCA
Lisa Woodall, life guarding, Lisa, [REDACTED]

Reference

Please provide the name of two (2) references to which you are not related (teacher, boss, neighbor, etc).

	Name	Employment/Job Title	Contact Number
1	<u>Laura Phelps</u>	<u>family friend</u>	[REDACTED]
2	<u>Jeff Gulbait</u>	<u>pastor</u>	[REDACTED]

Background Information

- | | | |
|---|---------|--|
| 1. Have you ever been suspended or expelled from school? If yes, list the school, date, and reason below. | ___ Yes | <input checked="" type="checkbox"/> No |
| 2. Have you ever been fired or asked to resign from any job? If yes, list employer, date, and reason below. | ___ Yes | <input checked="" type="checkbox"/> No |
| 3. Is there any reason that you could not perform the duties of a Junior Firefighter? | ___ Yes | <input checked="" type="checkbox"/> No |
| 4. Have you ever been cited for any traffic violations? | ___ Yes | <input checked="" type="checkbox"/> No |
| 5. Have you ever had any motor vehicle accidents? | ___ Yes | <input checked="" type="checkbox"/> No |
| 6. Has your driver's license ever been suspended, revoked, denied, or canceled? | ___ Yes | <input checked="" type="checkbox"/> No |

Explain all "Yes" answers below:

Have you ever been arrested, charged with any crime or offense, or are you currently charged with any crime or offense? If yes, give all dates, places, charges, and disposition. Additional documentation may be necessary.

no

Additional Information

Why do you want to become a Junior Firefighter with the Gill Fire Department?

I would like to be a junior firefighter because I hope for a career in firefighting.

What other activities are you involved in (sports, volunteer work, camp, etc)?

Football, Track, Lifeguarding, Key club, Volunteer at the YMCA, Volunteer at Dudley Baseball.

Provide any other information that you feel is relevant to the review of your application.

I've done a ride along with Greenfield Fire department and had a lot of fun

I certify that all information provided in this application is true and complete. I understand that any false information or omission may disqualify me from further consideration and may result in my immediate dismissal if discovered at a later date.

I authorize the investigation of any or all statements contained in this application and also authorize and hold exempt any person, school, current and past employers (except as previously noted), and organizations from any legal liability in making such statements. I hereby fully waive any rights or claims I have or may have against all current and/or former employers and their agents, employees, and representatives, and damages that may directly or indirectly result from the use, disclosure or release of any information by any person or party, whether such information is favorable or unfavorable to me. I further waive any claim against the Town of Gill, the Gill Fire Department and its agents and representatives, and any outside agency utilized by the Town of Gill or the Gill Fire Department as a result of any information which is obtained in this investigation.

I understand that this application or subsequent acceptance to the Junior Firefighter Program does not create a contract of employment. If accepted, I understand that I may be dismissed from the program at any time with or without cause and with or without notice, at the option of the Town of Gill, the Fire Department, myself, or my parent/guardian.

Signature: Everett Conway Date: 6/29/25

Parent/Guardian Signature: [Signature] Date: 6/29/25



TOWN OF GILL FIRE DEPARTMENT

JUNIOR FIREFIGHTER PROGRAM APPLICATION



Date: June 26th, 2025

Personal Information

Name: Zachary Ozdarski Home Phone: [REDACTED]
Address: 19 Arch St. Greenfield, MA 01301 Cell Phone: [REDACTED]
(No. Street / City)
Email Address: [REDACTED] Birth Date: [REDACTED]
Parent/Guardian Name: Michelle Ozdarski Phone Num: [REDACTED]

Can you furnish a work permit? ☒ Yes ☐ No

Do you have your parent/guardian's permission to apply to be a Junior Firefighter? ☒ Yes ☐ No

Do you have a valid Massachusetts Driver's License? ☐ Yes ☒ No

Emergency Contacts

Contact Name: Michelle Ozdarski Phone Number: [REDACTED]
Contact Name: Richard Ozdarski Phone Number: [REDACTED]

Medical Information

Doctor: Sarah Rury Phone Number: (413)-325-8900

Medical Conditions: [REDACTED]

Allergies: [REDACTED]

Medication: [REDACTED]

Education and Employment

List your high school, expected year of graduation, and most recent grade point average.

Greenfield High School, 2026, 3.26 GPA

List any current or past employers. List your job duties, your supervisor, and your supervisor's phone number.

Reference

Please provide the name of two (2) references to which you are not related (teacher, boss, neighbor, etc).

	Name	Employment/Job Title	Contact Number
1	<u>Kyle Boston</u>	<u>Teacher Greenfield High School</u>	[REDACTED]
2	<u>Amy Yarnall</u>	<u>Special Ed, Instructional Assistant</u>	[REDACTED]

Background Information

1. Have you ever been suspended or expelled from school? If yes, list the school, date, and reason below. ___ Yes X No
2. Have you ever been fired or asked to resign from any job? If yes, list employer, date, and reason below. ___ Yes X No
3. Is there any reason that you could not perform the duties of a Junior Firefighter? ___ Yes X No
4. Have you ever been cited for any traffic violations? ___ Yes X No
5. Have you ever had any motor vehicle accidents? ___ Yes X No
6. Has your driver's license ever been suspended, revoked, denied, or canceled? ___ Yes X No

Explain all "Yes" answers below:

Have you ever been arrested, charged with any crime or offense, or are you currently charged with any crime or offense? If yes, give all dates, places, charges, and disposition. Additional documentation may be necessary.

Additional Information

Why do you want to become a Junior Firefighter with the Gill Fire Department?

My uncle died in a fire in 2016 and I just
love helping people

What other activities are you involved in (sports, volunteer work, camp, etc)?

Cross Country, Track and Field, Band, Climbing Club & GHS

Provide any other information that you feel is relevant to the review of your application.

I certify that all information provided in this application is true and complete. I understand that any false information or omission may disqualify me from further consideration and may result in my immediate dismissal if discovered at a later date.

I authorize the investigation of any or all statements contained in this application and also authorize and hold exempt any person, school, current and past employers (except as previously noted), and organizations from any legal liability in making such statements. I hereby fully waive any rights or claims I have or may have against all current and/or former employers and their agents, employees, and representatives, and damages that may directly or indirectly result from the use, disclosure or release of any information by any person or party, whether such information is favorable or unfavorable to me. I further waive any claim against the Town of Gill, the Gill Fire Department and its agents and representatives, and any outside agency utilized by the Town of Gill or the Gill Fire Department as a result of any information which is obtained in this investigation.

I understand that this application or subsequent acceptance to the Junior Firefighter Program does not create a contract of employment. If accepted, I understand that I may be dismissed from the program at any time with or without cause and with or without notice, at the option of the Town of Gill, the Fire Department, myself, or my parent/guardian.

Signature: _____

Date: 6/26/25

Parent/Guardian Signature: _____

Date: 6/26/25

Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

LORI M. STREETER
SHERIFF



JASON B. KILGOUR
SUPERINTENDENT / SPECIAL SHERIFF

Agreement by and between the Franklin County Sheriff's Office and the Town of Gill

Regional Dog Shelter Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the **Town of Gill** (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of **FY26**, for the Municipality. Collectively, the Sheriff's Office and the Municipality are referred to as the "**Parties**".

Section 1A Regional Dog Shelter Services – Responsibilities of the Sheriff's Office

The Sheriff's Office shall provide the following general administrative and support services for the purpose of dog control in the municipalities:

- A. Employ a Regional Dog Shelter Director. Said Director must be a Deputy Sheriff and certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts. The program Director will, among other duties, work with Animal Control Officers and other Law Enforcement entities, maintain safety and wellbeing of the Shelter dogs, recruit volunteers, work with minimum security prisoners, conduct community outreach, place dogs needing adoption, return stray dogs to owners, seek grants, and solicit food and other material donations;
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such dog control services and in provision of all other services set forth herein;
- C. Employ, train, and supervise all necessary personnel to perform the services required by this Agreement;
- D. Maintain an office and provide a well-maintained kennel, food, water, and exercise for dogs in the kennel. Such office shall be open to the public. The Sheriff's Office shall maintain all field equipment necessary for its dog control functions in good repair and maintain all current licenses and registrations required by State law;
- E. Provide adoption services for dogs unclaimed after seven days in the Shelter to place in a good home. Adoption fees will be set by the Sheriff's Office;
- F. Collect and track fees from dog owners, and number of dogs from each municipality;
- G. Collect an annual assessment from each municipality;
- H. Provide the Municipality with annual reports concerning the Sheriff's Office's performance under this Agreement and hold annual meeting for all interested parties.

Section 1B Regional Dog Shelter Services – Law Enforcement and Legal Cases

- A. Dogs that enter the Shelter deemed by the town or court as ‘dangerous dog’ or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For ‘cruelty’ cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for case dog(s) shall not be more than \$50.00 per day, per dog.

Section 2A Regional Dog Shelter Services – Responsibilities of Each Municipality

The Municipality shall provide dog-related services not provided by the Franklin County Sheriff’s Office that include, but are not limited to, the following:

- A. Handle dead dogs;
- B. Handle neighborhood disputes involving dog complaints;
- C. Investigate and enforce any dog cruelty, abandonment, or protective custody cases in the Municipality;
- D. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case. The Shelter will be updated on any and all legal activity by the Law Enforcement entity involved;
- E. All reported bites will be investigated by Law Enforcement; Municipal Animal Inspectors will order quarantine of biting dogs pursuant to State guidelines;
- F. Appear in court in connection with any criminal enforcement or civil hearing;
- G. Provide and administer municipal dog licenses and collect related fees and fines;
- H. Other duties not provided by the Sheriff’s Office.

Section 2B Regional Dog Shelter Services – Law Enforcement and Legal Cases

- A. Dogs that enter the Shelter deemed by the town or court as ‘dangerous dog’ or quarantine cases will be transferred to an appropriate facility on a case-by-case basis. The contracted town(s) and the Shelter will work together to place the dog in the appropriate setting;
- B. Dogs that enter the Shelter as a result of an animal cruelty case will be assessed on a case-by-case basis and be placed in a setting based on the needs of the dog(s). **(See Attachment #1)**;
- C. For ‘cruelty’ cases, the Shelter will work with the arresting authority to petition the court for a security bond as established in MGL chapter 272, Sec 104;
- D. The daily fee for dog(s) shall not be more than \$50.00 per day, per dog;
- E. In the event that the arresting authority needs to place a dog(s) at the Shelter as a result of an arrest an owner, the authority will provide the owner with the Shelter’s information to reclaim the dog(s). **(See Attachments # 2a & 2b)**.
- F. The FCSO Regional Dog Shelter is a short-term holding facility. After ten (10) Days, the town shall be responsible for finding alternative housing for the dog(s). Following the conclusion of day 10, the town may be invoiced for the daily care of the dog(s) at an amount of not more than \$50.00 per day, per dog.

Section 3 Consideration

- A. In consideration for the Sheriff's Office performance of the duties listed herein, the Sheriff's Office will retain all fees paid directly to the Regional Dog Shelter. Dog retrieval fees and dog kenneling fees will be set by the Sheriff's Office.
- B. An annual assessment based on the most recent US Census population figures will be paid by each Municipality to the Sheriff's Office for capital and operating needs of the Regional Shelter. The annual municipality assessment for the term covered by this agreement will be as follows:
 - I. Population under 2000 - \$385
 - II. Population between 2000 and 4,999 - \$550
 - III. Population between 5000 and 9,999 - \$880
 - IV. Population 10,000 and over - \$1,375

Section 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office.
- B. It is the intention of the parties that the relationship of the Sheriff's Office to the Municipality in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Sheriff's Office as a partner, joint venture, agent or employee of the Municipality. The Sheriff's Office, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the Sheriff's Office employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The Sheriff's Office and the Municipality shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. If, at any time during the term of the Agreement, the Sheriff's Office, in the reasonable discretion of the Municipality: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Municipality shall have the right to terminate the Agreement upon written notice to the Sheriff's Office.
- D. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard or mayor, as appropriate.
- E. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- F. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- G. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Section 5 Term

This Agreement shall be in effect for a period of one (1) year subject to the termination rights of each party as provided herein. At the end of term, any successor Agreement must receive the necessary statutory authorizations.

Section 6 Termination and Default

- A. This Agreement shall terminate on the date specified in the Agreement unless terminated or suspended under this section upon prior written notice. A party may terminate or suspend its participation in this Agreement without cause and without penalty if the other party breaches any material term or condition or fails to perform or fulfill any material obligation required by the Agreement, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of the Agreement, or in the event of an unforeseen public emergency mandating immediate action. Upon immediate notification to the other party, neither party shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.
- B. Any party may be declared in default of this Agreement by a majority of the designated representatives of the remaining parties if that party has materially breached this Agreement and will be deemed terminated as a party to the Agreement.

Section 7 Indemnification

In agreeing to this indemnification paragraph, the Sheriff's Office does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the Sheriff's Office agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of dog control services provided under this Agreement and MGL Chapter 258.

Section 8 Dispute Settlement

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome that party may choose to go to court.

Section 9 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email to the address specified below or via United States mail, postage paid, to:

FCSO Contact Info

Franklin County Sheriff's Office
Attn: Contract Manager
10 Sandy Lane
Turners Falls, Ma 01376

Email:
contracts@fcrdogkennel.org


Town Contact Info

Town of Gill
Attn: Ray Purington
325 Main Road
Gill, MA 01354

Email:
administrator@gillmass.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

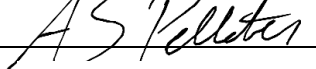
Franklin County Sheriff's Office



Lori M. Streeter, Sheriff

Date: 6/26/25

Witness:



Date: 6/26/25

Town of Gill

Printed Name of authorized signer

Signature of authorized signer

Date: _____

Witness:

Date: _____

Commonwealth of Massachusetts

Office of the Sheriff

FRANKLIN COUNTY

LORI M. STREETER
SHERIFF



JASON B. KILGOUR
SUPERINTENDENT / SPECIAL SHERIFF

**Agreement by and between
The
Franklin County Sheriff's Office
and the
Town of Gill**

Regional Animal Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**FCSO**") and the **Town of Gill** (hereafter the "**Town**"), covers the provision of animal control services as detailed in the following agreement for the period of **FY26**, for the Town. Collectively, the FCSO and the Municipality are referred to as the "**Parties**".

Section 1 Regional Animal Control Services – Responsibilities of the FCSO

The FCSO shall provide the following general administrative and support services:

- A. Pursuant to Chapter 140 Section 151, et seq., employ, supervise and ensure adequate training of a Regional Animal Control Officer and any future necessary personnel to perform the services required by this Agreement. Said employee(s) shall be trained in compliance with Chapter 140 section 151C as well as certified as an Animal Control Officer by the Animal Control Officers Association of Massachusetts.

See attached job description for a list of the duties of the position, which include:

- I. Handle neighborhood disputes involving animal complaints;
- II. Investigate all reported bites, work with Animal Inspector to order quarantine of biting domestic animals pursuant to State guidelines; and perform such duties as are necessary on a live biting animal or carcass, to prepare and deliver it for rabies testing;
- III. Investigate any animal cruelty, abandonment, or protective custody cases in the Municipality in conjunction with law enforcement such as MSPCA

and/or local police; criminal cases are required by law to be enforced by the police.

- IV. Provide all documentation including, but not limited to, Court Orders and Police Reports for each court ordered, cruelty or incarcerated owner case.
 - V. Coordinate with law enforcement on the investigation of all reported bites;
 - VI. Appear in court in connection with any criminal enforcement or civil hearing;
 - VII. Investigate dog license non-renewals;
 - VIII. Establish a regular working schedule and backup system with member Towns;
 - IX. All stray dogs will be transported to FCSO Dog Shelter.
- B. Follow the provisions of applicable laws and regulations, as they may be amended from time to time, in the provision of such services and in provision of all other services set forth herein.
 - C. Maintain office space, a van, a laptop, and a cell phone for the Regional ACO. The FCSO shall maintain all field equipment in good repair and maintain all current licenses and registrations required by State law.
 - D. Convene a Regional Animal Control Advisory Committee (hereafter the "Advisory Committee) at a minimum of once per year. The Selectboard of each participating Town will designate one representative and one alternate from the Town to the Advisory Committee (see below).
 - E. Continue to provide the licensed kennel and adoption services.
 - F. Collect and report calls and fees from each Town.
 - G. Collect an annual assessment from each Town according to the agreed upon cost-sharing formula.
 - H. Provide the Town with annual reports concerning the FCSO's performance under this Agreement.
 - I. As provided by MGL Chapter 40, 4A, all agreements put into effect under this

section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received the performance of regular audits of such records provisions for officers responsible for the agreement to give appropriate performance bonds periodic financial statements be issued to all participants.

- J. Review any requests by new Towns interested in joining the program.
- K. Other duties not provided by Town, as necessary.

Section 2 Regional Animal Control Services – Responsibilities of Each Town

The Town shall provide animal -related services not provided by the FCSO that include, but are not limited to, the following:

- A. Appoint a representative and alternate to the Regional Animal Control Advisory Committee from either the Select Board or Town Administrator/Coordinator. If the representative is not a member of either, they should regularly update the Select Board and Town Coordinator.
- B. Appoint a representative who is able to be contacted 24/7 in the event of an emergency that requires Town authorization for action (hoarding case, animal abuse investigation).
- C. Provide and administer municipal dog licenses and collect related fees and fines.
- D. Provide the FCSO with up to date information on dog licenses in Town (including name, phone number, address, dog breed, and any other information available) exported in Excel by the 3rd week of April each year.
- E. Provide the Regional ACO with email and phone contact information for the Town Coordinator, Police, Emergency Management Director, Animal Inspector and Fence Viewer each year after elections/appointments.
- F. Work with the state to appoint an Animal Inspector. Municipal Animal Inspectors will order quarantine of biting domestic animals pursuant to State guidelines.
- G. Handle dead domestic animals.

- H. Provide police staffing for any criminal investigations and/or charges. The ACO will be updated on any and all legal activity by the Law Enforcement entity involved.

Section 3 Regional Animal Control Advisory Committee

- A. Each municipality's Selectboard will designate one representative and one alternate to the Advisory Committee.
- B. The Committee shall elect a Chair at its first meeting, who shall set the agenda for the Committee with the FCSO Shelter Director and Animal Control Officer.
- C. The FCSO shall convene the Advisory Committee at least once per year.
- D. The Committee shall comply with the MA Open Meeting Law and its agenda shall be posted on the FCSO website.
- E. The Committee will be tasked to address current issues in the program and make recommendations to the ACO and the Shelter Director.
- F. The Committee will be tasked to approve budget set by the FCSO.
- G. The Committee will be tasked to approve and annually review assessment formula set by the FCSO.
- H. For the purposes of meetings, a quorum of the Committee shall be 4.
Decisions shall be made by a majority of the members present at the time of the meeting, unless otherwise required by law.
- I. The Committee will vote on any requests from Towns to join the program, if and when the requests are approved by FCSO.

Section 4 Consideration

- A. In consideration for the FCSO performance of the duties listed herein, the FCSO will retain all fees paid directly to the Regional Shelter.
- B. An annual assessment will be billed to member Towns based on the following cost-sharing formula: Member Towns shall cover 75% of the salary of the ACO, including a 15% administrative charge. Costs shall be shared as follows: 25% by Equalized Value using the most recent numbers published by the state, 75% by human population in the most recent federal Census.

Section 5 Agreement

- A. This agreement may be amended in whole or in part by mutual agreement by the FCSO and the Town.

- B. It is the intention of the parties that the relationship of the FCSO to the Town in the course of the performance of its duties pursuant hereto is that of an independent Contractor. Nothing contained in this Agreement shall be construed to constitute the FCSO as a partner, joint venture, agent or employee of the Town. The FCSO, as an independent Contractor, shall be solely responsible for the hiring, discipline and management of the FCSO employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. The FCSO and the Town shall not be construed as joint ventures or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Agreement.
- C. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the Sheriff and by the Selectboard, as appropriate.
- D. No part of this Agreement nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of the Parties. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by the Parties as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- E. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision so long as the agreement continues to reflect the intent of the parties at signing.
- F. This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws and principles and any cause of action brought pursuant to this agreement shall be brought in the courts of Franklin County, Massachusetts.

Section 6 Term

This Agreement shall be in effect for a period of three (3) years subject to the termination rights of each party as provided herein. At the end of three years, any successor Agreement must receive the necessary statutory authorizations.

Section 7 Termination and Default

- G. Any party may terminate its participation in this Agreement at the end of any fiscal year, as provided in M.G.L. c. 40, section 4A, so long as at least one year before its termination, it gives written notice to all remaining parties.
- H. If, at any time during the term of the Agreement, the FCSO, in the reasonable discretion of the Town: (a) has failed materially to provide services required in accordance with this Agreement; (b) has become insolvent; (c) abandons the work; (d) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement other than as provided herein; or (e) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, the Town shall have the right to terminate the Agreement upon written notice to the FCSO.

Section 8 Indemnification

In agreeing to this indemnification paragraph, the FCSO does not waive statutory and other liability cap protections provided by MGL Chapter 258. To the extent permitted by law, the FCSO agrees to indemnify and hold harmless the others against any and all liabilities, claims, actions, suits, demands, damages, judgments, losses, costs or expenses, including attorney's fees, arising out of Animal Control Services provided under this Agreement and MGL Chapter 258.

Section 9 Dispute Settlement

In the event any disputes or questions arise between the parties as to the interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the responsibilities provided for in the Agreement, a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, including members of the Advisory Committee, to attempt in good faith to negotiate a resolution of the dispute. If a resolution to the dispute cannot be reached, both parties shall work with mediation to resolve the conflict. If, following mediation, either party is not satisfied with the outcome, that party may choose to go to court.

Section 10 Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email to the address specified below or via United States mail, postage paid, to:

FCSO Contact Info

Franklin County Sheriff's Office
Attn: Contract Manager
10 Sandy Lane
Turners Falls, Ma 01376

Email:
contracts@fcrdogkennel.org

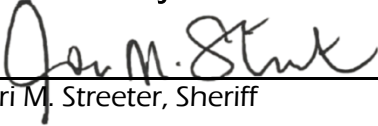
Town Contact Info

Town of Gill
Attn: Ray Purington, Town Administrator
325 Main Road
Gill, MA 01354

Email:
administrator@gillmass.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

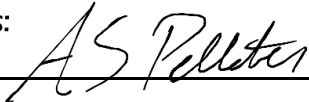
Franklin County Sheriff's Office



Lori M. Streeter, Sheriff

Date: 6/26/25

Witness:



Date: 6/26/25

Town of Gill

Date: _____

Witness:

Date: _____



Outlook

Letter of Support for the Next Step of the Northern Tier Passenger Rail Project

From Beth Giannini <giannini@frcog.org>

Date Wed 8/6/2025 3:58 PM

To townadmin@ashfield.org <townadmin@ashfield.org>; bos@townofbernardston.org <bos@townofbernardston.org>; twnadmin@town.buckland.ma.us <twnadmin@town.buckland.ma.us>; administrator@townofcharlemont.org <administrator@townofcharlemont.org>; bos@colrain-ma.gov <bos@colrain-ma.gov>; townadmin@conwayma.gov <townadmin@conwayma.gov>; townadmin@town.deerfield.ma.us <townadmin@town.deerfield.ma.us>; admin.bryan.smith@erving-ma.org <admin.bryan.smith@erving-ma.org>; Ray Purington/Gill Town Administrator <administrator@gillmass.org>; mayor@greenfield-ma.gov <mayor@greenfield-ma.gov>; info@townofhawley.com <info@townofhawley.com>; towncoordinator@townofheath.org <towncoordinator@townofheath.org>; townadministrator@leverett.ma.us <townadministrator@leverett.ma.us>; towncoord@townofleyden.com <towncoord@townofleyden.com>; monroe01350@yahoo.com <monroe01350@yahoo.com>; WalterR@montague-ma.gov <WalterR@montague-ma.gov>; newsalemwendell@gmail.com <newsalemwendell@gmail.com>; allamas@NorthfieldMA.gov <allamas@NorthfieldMA.gov>; townadministrator@townoforange.org <townadministrator@townoforange.org>; townadmin@rowe-ma.gov <townadmin@rowe-ma.gov>

Cc Linda Dunlavy <lindad@frcog.org>

 1 attachment (15 KB)

Sample letter of support for your use.docx;

Hello,

I am excited to tell you that MassDOT is completing an application to the Federal Railroad Administration's Corridor Identification and Development (Corridor ID) Program for the Northern Tier Passenger Rail. This is the next necessary step for this project to move forward. The Corridor ID Program is an intercity passenger rail planning and development program that helps to guide intercity passenger rail development throughout the country and create a pipeline of intercity passenger rail projects ready for implementation. We are requesting letters of support from the communities in Franklin County for this application. Please see the attached sample letter.

We want to include a flood of support letters with MassDOT's application. Feel free to use the letter that is attached or to edit as needed.

Email your completed letter to me at giannini@frcog.org by Friday, September 5, 2025. I will send all of the letters to MassDOT.

Feel free to reach out with questions or if you need additional information. Thank you for your ongoing support of Northern Tier Passenger Rail.

Sincerely,
Beth

Elizabeth A. Giannini, AICP
Transportation Program Manager



**Franklin Regional
Council of Governments**

12 Olive Street, Greenfield, MA 01301
413-774-3167 X 125

www.frcog.org

Find us on [Facebook](#)

Twitter: [@FranklinCOG](#)

TOWN OF GILL

MASSACHUSETTS



August 11, 2025

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Duffy:

On behalf of the Gill Selectboard, I write in strong support of the Massachusetts Department of Transportation's (MassDOT) application to the Federal Railroad Administration's Corridor Identification and Development (Corridor ID) Program for the Northern Tier corridor. MassDOT is seeking \$500,000 to advance planning and development activities that will help lay the foundation for expanded intercity passenger rail service along this critical route.

The corridor travels along the northern edge of Massachusetts from Boston in the east to North Adams in the Berkshires in the west. This area has long struggled with higher rates of poverty and much more limited public transportation than other parts of Massachusetts, which has prevented economic growth. Passenger rail west of Fitchburg, MA in this corridor ended in 1958.

More recent investments along the corridor, with the support of federal funding, have resulted in extended commuter rail service, as well as the construction of a train layover facility in Westminster and the Wachusett Commuter Rail Station in West Fitchburg. Extending the service even further westward will strengthen regional connections, support economic growth, and provide more reliable, safe, and accessible transportation options. The Corridor ID funding will help move this effort from concept to construction, enabling "shovel-worthy" projects to become "shovel-ready" and, ultimately, underway.

This project reflects the values of the U.S. Department of Transportation, prioritizing real benefits for children and families, breaking ground on transformative infrastructure, leveraging innovation and technology, and investing in rural communities that have long been left behind.

Expanding passenger rail through the Northern Tier Corridor will reduce commute burdens, expand job access, and deliver safer travel options. With a proposed station in the neighboring city of Greenfield, access to train service will be convenient for those who live in Gill. Northern Tier Rail will be one of the catalysts needed to attract younger individuals, families, and entrepreneurs to our town and to expand economic opportunity, growth, and mobility for our residents.

Sincerely,

Charles J. Garbiel, II
Chair, Selectboard