



SELECTBOARD AGENDA & MEETING NOTICE

November 17, 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)

5:45 PM Utility Pole Hearing Request by Eversource and Verizon to install one pole at 182 Main Road to provide electricity to an existing home

6:00 PM Nuisance Dog Hearing for dog "Taco" licensed to Chad Powling, 13 West Gill Rd

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, 8/11/25, 8/18/25, 9/8/25, 9/17/25, 10/6/25, 10/16/25, 10/20/25, 11/3/25
- Board of Assessors
 - Hiring recommendation for Assistant to the Assessors position
 - Request to use Diane Sumrall as temporary part-time employee to provide training

New Business

- Police Department topics
 - Appointment – Darren Gale as a part-time police officer through 6/30/26
 - Department policy updates (based on POST Commission's model policies)
 - Request to use Administrative Clerk for clerical assistance in PD, time to be paid from PD's budget, total hours for all departments not to exceed 19 hours/week
 - Replacement of 3 cruiser Mobile Data Terminals – 2 are funded by \$11,409 Byrne Justice Assistance Grant, 1 funded by ~\$4,700 from CONNECT grant account and \$1,000 requested from NMH Donation account
- Highway Department topics
 - Project approval to transfer bucket assembly from 1995 GMC Sierra bucket truck to 2005 Ford F550
 - MassDOT Unpaved Roads grant – application ideas
- Appointment – Bonnie Bloom, 147 Main Rd, to Energy Commission through 6/30/27
- Conservation Restriction (CR) for land along Mountain Road owned by Richard French & Emily Samuels – Alain Peteroy, Deputy Director, Franklin Land Trust – Selectboard vote to approve CR is requested
- Other business as may arise after the agenda has been posted.
 - Riverside Building - heating oil tanks & contents; declare surplus & remove
- Public Service Announcements, if any
- Warrants
 - FY26 #10 – Vendors (\$94,915.53) & Payroll (\$36,341.31) – reviewed/signed on 11/03/25
 - FY26 #11 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Thur 11/27		Thanksgiving Day holiday	
Mon 12/1	5:30 PM	Selectboard meeting	Town Hall
Mon 12/15	5:30 PM	Selectboard meeting	Town Hall
Mon 12/29	5:30 PM	Selectboard meeting – Sen. Jo Comerford to attend	Town Hall

Darren Gale

[linkedin.com/in/DarrenGale](https://www.linkedin.com/in/DarrenGale)

Experienced POST certified law enforcement officer, committed to community policing, safety training, and positive public engagement to promote civic trust and ensure community well-being.

PROFESSIONAL EXPERIENCE

Police Officer (part-time) **2002-2006**

Town of Warwick, MA

Police Officer (full-time) **2002-2007**

Fitchburg State Campus Police, Fitchburg, MA

Bernardston Police Department (part-time) **2007-Current**

Town of Bernardston, MA

Firearms and Safety Instructor **2010-Current**

Herget Safety, Lunenburg, MA

Relevant Associations / Memberships:

Bernardston Police Relief Association 2007-Current

(Vice President 2010-2024, President 2024-Current)

Franklin County Community Development Corporation 2008-2023

Board of Directors (Board Chair 2012, 2013 & 2022, 2023)

Fitchburg State EMS / Rescue Squad Coordinator 2002-2007

Additional Professional Experience:

Director of Engineering & Operations **2023-2025**

Mack Prototype, Inc. Gardner, MA

Principal Product Engineer **2018-2023**

Pelican Products, S. Deerfield, MA

Product Designer **2008-2018**

Pelican Products, S. Deerfield, MA

Owner/Founder **2006-2009**

Innovative Design Concepts, Orange, MA

CERTIFICATIONS

Reserve Academy 2002 • POST Bridge Academy 2022 • BFS Instructor • LEOSA Instructor
NRA Safety/Pistol Instructor • Range Safety Officer • Mass Chiefs Association Safety Instructor
NIMS 700 • Sexual Assault Investigation • High Risk Warrant & Barricaded Gunmen
Patrol Rifle Operator • SAVE Award • UAV / SUAS (Commercial Drone) Pilot
FAA Fixed Wing Aircraft Pilot (SEL) • Paralegal, Boston University

DETAIL POLICY

POLICY & PROCEDURE NO. TBD	ISSUE DATE: _____
	EFFECTIVE DATE: _____
GILL POLICE DEPARTMENT REVISED DETAIL POLICY	REVISION DATE: _____

I. GENERAL CONSIDERATIONS AND GUIDELINES

Officers of the Gill Police Department are responsible for managing and executing details in a manner that ensures public safety, efficient resource allocation, and compliance with departmental procedures. Details may involve traffic control, crowd control, security, or other services as requested. The assignment and execution of details shall prioritize departmental needs while allowing flexibility for emergencies and inter-agency cooperation.

II. POLICY

It is the policy of the department that:

1. All officers follow the department detail policy as outlined herein.
2. Details are assigned and managed by the designated detail officer to ensure fair distribution and coverage.
3. Officers use departmental resources, such as cruisers, responsibly and only with appropriate permission.
4. Pay rates, minimums, and conditions for details are standardized to reflect fair compensation, including adjustments for overtime, weekends, holidays, and inter-agency collaborations.

5. Safety equipment, such as high-visibility vests, is mandatory in active traffic patterns to protect officers and the public.

III. DEFINITIONS

A. *Detail*: An assignment of police officers to provide services such as traffic control, crowd control, or security at the request of an external party.

B. *Detail Officer*: The designated officer responsible for assigning and managing details (currently Sgt. John T. Richardson Jr.).

C. *Emergency Detail*: A detail requiring immediate response without eight hours' notice, billed at an elevated rate.

D. *Cruiser*: A departmental police vehicle equipped for communication, emergency response, and safety equipment.

IV. PROCEDURES

A. Receiving a Detail Request

1. Upon receiving a detail request, the officer shall ascertain the following information from the requesting party:
 - a. The number of officers needed.
 - b. The meeting location for the detail.
 - c. The area where the work is being done (if different from the meeting location).
 - d. The start time of the detail.
 - e. The estimated length of time for the detail.
 - f. The identity of the party requesting the detail.
 - g. The type of services needed (e.g., traffic control, crowd control, security).
 - h. Billing address information.

B. Assigning the Detail

1. Once the required information is received, the receiving officer shall contact the department's detail officer.
2. The detail officer will assign the appropriate officer according to the department's assignment list or may request the on-duty officer to fill the detail in an emergency situation.

3. If the detail officer is unable to fill the detail request internally, it shall be at the detail officer's discretion to offer it to external agencies, including but not limited to: Erving Police, Northfield Police, Montague Police, Bernardston Police, Greenfield Police, Massachusetts State Police, Franklin County Sheriff's Office, and EMD Gene Beaubien.

C. Use of Departmental Cruiser

1. Officers assigned to a detail may use a departmental cruiser with permission from the detail officer if the detail is within the Town of Gill.
2. For details outside of town (e.g., moving roadway escorts), cruiser use requires permission from the Chief of Police.
3. The cruiser shall be used to assist with communications and provide necessary equipment for emergencies, such as a first aid kit, defibrillator, oxygen, two-way police radio and warning lights.
4. Cruiser use enhances departmental image and allows response to serious incidents, including cardiac arrests, officer assistance needs, egregious traffic violations in the work zone, or other public emergencies where the benefit outweighs the detail assignment.
5. Cruiser operation shall be conservative to minimize stress on the vehicle, including:
 - a. Not idling for extended periods of time.
 - b. Limiting use of air conditioning while parked.
 - c. Avoiding excessive use of the cruiser's warning systems (lights).
 - d. Turning off or not activating the cruiser video camera.
 - e. Using LED lights without running the cruiser for extended periods, due to low voltage draw and long life expectancy.
 - f. Relying on the vehicle's active "Idle-Right" voltage monitoring system, which starts the car if battery depletion is imminent; cruisers are also equipped with battery jump packs.

CI. Body Camera Usage

1. Officers are exempt from using body cameras for traffic directing details.
2. Body cameras may be required at other public event details where crowds are expected.
3. Officers shall consult with the detail officer if there are questions regarding body camera requirements.

CII. Detail Pay Rates and Conditions

1. The detail pay rate shall be as follows:

- a. Base rate: \$62.00 per hour (effective July 1, 2025), adjusted annually with COLA and rounded up to the nearest 50-cents.
- b. Minimum of 4 hours of pay for the first four hours.
- c. After 4 hours, a minimum of an additional 4 hours of pay (totaling eight hours unless overtime applies).
- d. If a detail is split between two four-hour blocks, the second block incurs a four-hour minimum, consistent with an eight-hour total.
- e. If a detail is requested for more than 4 hours and completes ahead of schedule, compensation shall be provided for the entire 8-hour duration requested time.
- f. Time and one-half after 8 hours of consecutive duty.
- g. Saturdays: Time and one-half.
- h. Sundays and state holidays: Double time.
- i. If working with another agency with a higher detail rate, Gill officers shall be paid the higher rate for the same detail.
- j. Cancellations require eight hours' notice to avoid financial responsibility.
- k. A 10% administration fee shall be added to the total bill for administrative and payroll duties.
- l. Emergency Details (immediate response without 8-hour notice) shall be billed at time and one-half, unless on a Sunday or holiday, in which case the respective rate applies; if a replacement officer relieves the first, the rate reverts to regular rate of pay.
- m. If a police cruiser is specifically requested at a detail location, an administrative charge of \$10 per hour will be assessed if no regular administrative fee is charged.
- n. The Chief of Police shall determine the need for traffic details on State Highways and Gill town roads.
- o. At no time during an Emergency Detail, Saturday Detail, or Sunday/Holiday Detail shall the detail be paid time and one-half of those elevated rates.

F. Safety Requirements

- 1. All officers shall wear ANSI-approved high-visibility reflective traffic vests or greater (e.g., high-visibility reflective coat) when working in active traffic patterns.

G. Questions and Oversight

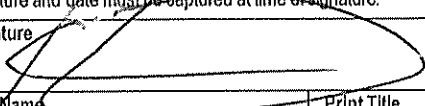
- 1. Any questions regarding the detail policy shall be addressed to Chief Christopher J. Redmond.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name TOWN OF GILL - GILL POLICE DEPARTMENT		Department EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY	MMARS Code EPS
d/b/a		Contract Manager Name Steven Domings	
Legal Address As entered on Form W-9 or Form W-4 325 MAIN RD, GILL, MA 01354-9758		Business Mailing Address 35 BRAINTREE HILL OFFICE PARK, SUITE 302, BRAINTREE, MA, 02184	
Contract Manager Name Christopher Redmond, Chief of Police		Billing Address If Different	
Phone (413) 863-9398	Fax	Phone (781) 535-0071	Fax (617) 725-0260
Email chief@gillmass.org		Email steve.m.domings@mass.gov	
Vendor Code VC6000191798		MMARS Doc ID(s) SCEPSSFY26JAG23GILLP	
Vendor Code Address ID e.g. "AD001". AD001 Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		RFR/Procurement or Other ID Number BD-25-1044-EPS11-JAG1-116552	
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter "No Change"
☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants § 15 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Type Check one option only. Attach details of amendment changes. ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Contract Employee (Attach any updates to scope or budget.) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions for Human and Social Services</u> ☐ <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION			
Check ONE option.			
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>§ 15 CMR 9.00</u> .			
☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$11,409.00			

MMARS Doc ID(s): SCEPSSFY26JAG23GILLP			
PROMPT PAYMENT DISCOUNTS (PPD)			
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See <u>Prompt Pay Discounts Policy</u> .			
Contractors requesting accelerated payments must identify a PPD as follows:			
Payment issued within:	10 days	% PPD.	
	15 days	% PPD.	
	20 days	% PPD.	
	30 days	% PPD.	
If PPD percentages are left blank, identify reason:			
☐ Statutory/legal	☐ Ready Payments (M.G.L. c. 29, § 23A)	☒ Agree to standard 45-day cycle	☐ Only initial payment
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT			
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.			
Edward J. Byrne Memorial Justice Assistance Grant Program ; Mobile data terminals ; 15PBJA23GG02983JAGX ; FJG23LEK ; CFDA: 16.738 ; \$11,409.00			
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN			
Does the Supplier Diversity Program apply?			
☐ YES	If YES, the Contractor's annual SDP commitment for this Contract is		
☒ NO	If NO, and the department is an Executive Department, enter the appropriate exemption: GRANTS		
ANTICIPATED START DATE (Complete ONE option only.)			
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.			
☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date.			
☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE			
Contract performance shall terminate as of <u>08/31/2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS			
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		AUTHORIZING SIGNATURE FOR THE DEPARTMENT Signature and date must be captured at time of signature.	
Signature 	Date 10/14/25	Signature 	Date 10/24/28
Print Name RAY PURLINGTON	Print Title Town Administrator	Print Name Kevin J. Stanton	Print Title Executive Director



Advanced Electronic Design Inc
344 John Dietsch Blvd, Unit 2
North Attleboro, MA, US 02763
(508) 699-0458



QUOTE

QUO-16897
2025-10-06

Sales Agent: Jesse Coulombe
Email: jcoulombe@patrolpc.com
Phone: (508) 431-4123

DRAFT

Attention		
Christopher Redmond	Chief@gillmass.org	(413) 863-9398
Bill To		Ship To
MA - Gill PD 196 Main Road Gill, MA - 01354		MA - Gill PD 196 Main Road Gill, MA - 01354
Expiry Date	Shipping Rate	Payment Terms
2025-12-05	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
RH-M3	RhinoTab® M3 UltraRugged® Portable MDT (Intel Core i7-1185G7E Processor (1.8 GHz - 4.4 GHz, 12 MB Cache, 4 Core, Intel Iris Xe Graphics), Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/AC + Bluetooth, GPS, 2MP Front Camera and 8MP Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers, 2 USB 3.0 ports, TPM v2.0)	SALE	\$3,795.00	3	\$11,385.00
RAM: RAM-64GB-DDR4	64GB DDR4-2400 RAM		\$89.00		\$267.00
Hard-Drive: SSD-1TB-NVMe	1TB M.2 NVMe SSD (930GB Usable)		\$556.00		\$1,668.00
Screen: SCRN-HRES-RH-M3	12.1in 2160x1440, 3:2 Ratio, Sunlight Readable, Optically bonded Display - 1300 NITS+		\$100.00		\$300.00
Operating System: OS-W11E64-RH-M3	Windows 11 IoT Enterprise 64 Bit (GAC License) Operating System for RhinoTab® M3		\$209.00		\$627.00
Bumpers: BMP-S-RH-M3	RhinoTab® M3 Shock-Absorbing Bumpers (Standard)		INCLUDED		INCLUDED
Kick Stand: KST-S-RH-M3	RhinoTab® M3 Integrated Kick Stand		\$59.00		\$177.00
Carrying Method: CARRY-HANDLE-S-RH-M3	RhinoTab® M3 Side-Mount Rhino Handle		INCLUDED		INCLUDED
Cellular: CELL-VER-URC1-RH-M3	RhinoTab® M3 Embedded Cellular Modem. Verizon. Dual SIM capable. Certified for Band 14		\$545.00		\$1,635.00
Fingerprint Reader: FNG-S-RH-M3	RhinoTab® M3 Embedded FAP-30 Fingerprint Reader		\$345.00		\$1,035.00
Warranty: WRNT-3YR-RH-M3	3 Year RhinoTab® M3 Computer Warranty (Tablet Only)		INCLUDED		INCLUDED
PWR-AC-15V-90W-NC	90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty). Included with Computer Purchase.	SALE		3	

☐ I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES ☐ NO ☐

Printed Name: _____

Date of Approval: _____

Subtotal: \$17,094.00
Shipping Cost: \$22.77
Total: \$17,116.77

Request for Approval

From John Miner/Gill Highway Superintendent <highway@gillmass.org>

Date Tue 11/4/2025 10:18 AM

To Ray Purington/Gill Town Administrator <administrator@gillmass.org>

 2 attachments (10 MB)

IMG_1759.JPG; IMG_1760.JPG;

Hi Ray,

I have been trying to get this project completed for a while but for some I kept getting sidetracked. I am looking for the approval to complete the following project of the transfer of the bucket assembly from one truck to another. I discussed this process with Capital Improvements, Finance and the Board when I was in the process of purchasing our new International 2022 CV515. If you have any questions or need any more information let me know.

Subject: Request for Approval – Relocation of Versalift Model TEL29NE-01 Bucket Assembly from 1995 GMC Sierra 3500 to 2005 Ford F550

I am seeking approval to upgrade our fleet by transferring the Versalift Model TEL29NE-01 bucket assembly from the 1995 GMC Sierra 3500 bucket truck to our 2005 Ford F550. By utilizing the existing bucket assembly, we can enhance the functionality and extend the lifespan of our newer vehicle.

The proposed method involves sliding back and securing the stainless-steel body currently installed on the Ford F550. The next step would be to remove the headboard, allowing the bucket assembly's upright to be mounted directly to the truck frame. The bucket assembly will then be taken off the 1995 GMC and installed onto the Ford F550. Our highway department will handle the wiring and hydraulic plumbing for the bucket in-house to minimize expenses.

This improvement will allow the Highway Department to maintain tree work, reducing reliance on outside tree service contractors and generating cost savings whenever possible.

It is important to note that both John and Brandon are currently certified to operate the bucket truck.

After consulting with Bruce Golinski of Northfield Fab and Machine, the estimated cost for this project is between \$3,000 and \$4,000. The only other local shop capable of this work is Rose Ledge, which typically charges significantly higher rates.

I would like to split the cost between both the Highway Budget and the Tree Budget as the vehicle is used by both.

If you require any additional information or have questions regarding this request, please feel free to reach out. Your approval to proceed with this project would be greatly appreciated.

John





J.C. MADIGAN
TRUCK EQUIPMENT
HARVARD, MASS.



4.5L

POWER STROKE

VERSALIFT

HIGHWAY
DEPARTMENT

BT1

Richard French and Emily Samuels conservation restriction on Mountain Road

From apeteroy franklinlandtrust.org <apeteroy@franklinlandtrust.org>

Date Fri 10/31/2025 3:31 PM

To Ray Purington/Gill Town Administrator <administrator@gillmass.org>

Cc Emily A Samuels <samuels77@comcast.net>

 3 attachments (3 MB)

French Mtn Rd CR 2 muni cert 17471.pdf; French Mtn Rd CR#2 topo NHESP.pdf; Approved for local signatures to town17471.pdf;

Hi Ray,

I hope you are doing well on this Halloween eve.

I am writing to request a time at an upcoming selectboard meeting on Monday 11/17 to review and support the completion of a conservation restriction on 19 acres of land owned by Dick French and Emily Samuels along Mountain Road. Dick and I have already met with the conservation commission seeking their support for a donated CR on these 19 acres. Attached is the municipal support signed by the CC.

The property contains rare species core and priority habitat of rare species and for these reasons FLT is very supportive of conservation of this property that may otherwise be divided and the habitat negatively impacted.

The CR is in final status and ready for a support vote and signatures in order to close the project before the end of the year. I would anticipate needing 15 minutes on the agenda.

Please let me know if you have further questions. I look forward to confirming a meeting date/time.

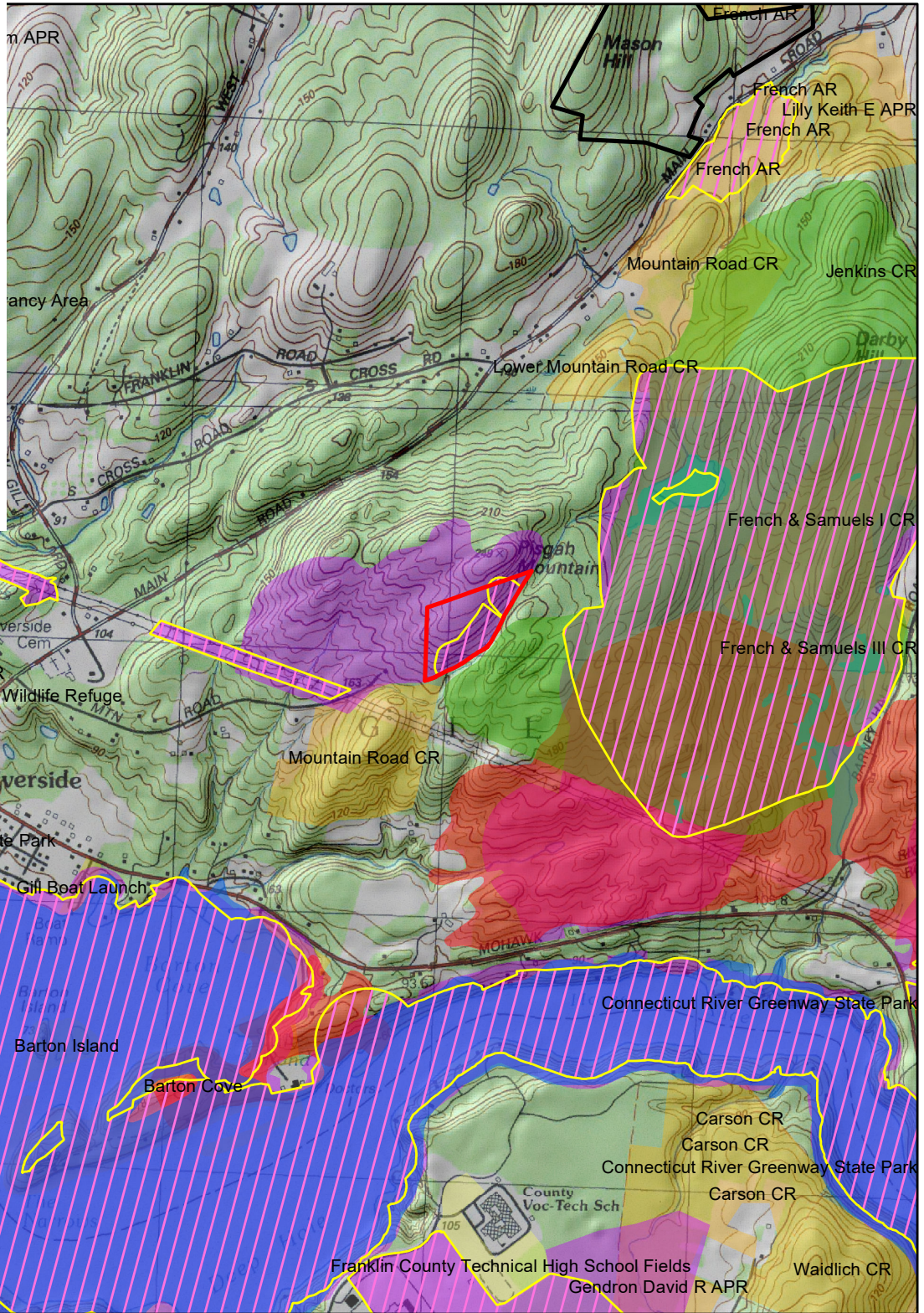
Best,

Alain

Alain Peteroy
Deputy Director
Franklin Land Trust Inc.
5 Mechanic St. PO Box 450
Shelburne Falls, MA 01370
office: 413-625-9152, ext. 102

Legend

- French_Mtn Rd map 222 lot 11_19 acres
- French_CR Main Farm
- NHESP Priority Habitats of Rare Species
- Aquatic Core
- Wetland Core
- Priority Natural Communities Core
- Forest Core
- Vernal Pool Core
- Rare Species Core
- Federal
- DCR-State Parks & Recreation
- DCRS/DFG
- Department of Fish & Game
- DCR-Urban Parks & Recreation
- DCR-Water Supply Protection
- Department of Agricultural Resources
- Commonwealth of Massachusetts
- County
- Municipal
- Public Non-Profit
- Land Trust
- Conservation Organization
- Non-Profit
- Private
- Other
- Unknown



MAP SCALE:

0 800 1,600 3,200 Feet
1 inch = 2,000 feet

French - Samuels CR Donation
Mountain Road, Gill, MA

19 +/-
ACRES

True
NORTH



Source: MA EOEAA, MAGIS,
2014 Ortho, USGS Topo



Map Prepared by Franklin Land Trust
Alain Peteroy, 3/13/2023
Depicted boundaries are approximate &
are intended for illustration only.

MUNICIPAL CERTIFICATION

(We) the undersigned Conservation Commission of the Town of GILL (the certifier/holder) hereby certify that the proposed conservation restriction is in the public interest in that it (describe public benefit):

- Open Space. The Premises, a 19-acre parcel of forested land situated on Mountain Road in Gill, Massachusetts belonging to Dick French and Emily Samuels, contributes to the protection of the scenic and natural character of Gill. The protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the adjacent 59-acre conservation restriction donated by the Grantors to Franklin Land Trust in 2019 and nearby lands already conserved including portions of the Connecticut River Greenway State Park and State Agricultural Preservation Restrictions.
- Soils and Soil Health. The Premises includes approximately 5 acres of Prime 1 and 14 acres of Prime 3 Forest Land Soils, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The Premises includes approximately 10.7 acres designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Biodiversity. The Premises is entirely within the area designated as *Biomap Core Habitat – Rare Species Core and partially within the Regional Connectivity Component*, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap* is designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Working Forest Land. The protection of the Premises will ensure that the forests contained on the Premises will be permanently available for forestry that is consistent with the Purposes.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises advances a governmental policy regarding conservation of natural resources as referenced in the Town’s Open Space Plan, dated December 2020, which states one of the primary goals is to “continue to protect its valuable natural resources including water, wildlife habitat, forests and farmlands”.
- Scenic Values. The Premises is part of the Mohawk Trail Scenic Byway region, part of a program administered in cooperation with the MA Department of Transportation, Office of

GRANTORS: Richard C. French and Emily Samuels

GRANTEE: Franklin Land Trust, Inc.

ADDRESS OF PREMISES: Mountain Road, Gill

FOR GRANTOR'S TITLE SEE: Franklin County

Registry of Deeds at Book 2720, Page 1 Tract A &

Tract B (parcel 6) and Franklin County Probate

Docket No. 91PO322-E1

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

Richard C. French and Emily Samuels, being married, 266 Main Road, Gill, MA, Franklin County, *being* the joint owners of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for our successors and assigns ("Grantors"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to The Franklin Land Trust Inc., a non-profit corporation having the power to acquire interests in land and a qualified charitable corporation per Section 32 of Chapter 184 of the Massachusetts General Laws, with a principal office at 5 Mechanic Street, P.O. Box 450, Shelburne Falls, MA 01370, its permitted successors and assigns ("Grantee"), for charitable consideration as this conveyance is to be considered and characterized as a gift in accordance with 26 U.S.C. Section 170(h), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Gill containing the entirety of a 17.590 +/- acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction ("Purposes") are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, forestry use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Gill and the protection of the Premises will enhance the open-space value

of these and nearby lands. The Premises abuts land already conserved, including the adjacent 59-acre conservation restriction donated by the Grantors to Franklin Land Trust in 2019 and nearby lands already conserved including portions of the Connecticut River Greenway State Park and State Agricultural Preservation Restrictions.

- Soils and Soil Health. The Premises includes approximately 5 acres of Prime 1 and 14 acres of Prime 3 Forest Land Soils, as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Wildlife Habitat. The Premises includes approximately 10.7 acres designated by the MA Division of Fisheries and Wildlife acting by and through its Natural Heritage and Endangered Species Program (NHESP) as “Priority Habitats of Rare and Endangered Species”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives.
- Biodiversity. The Premises is entirely within the area designated as *Biomap Core Habitat – Rare Species Core and partially within the Regional Connectivity Component*, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, last updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. *BioMap* is designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Working Forest Land. The protection of the Premises will ensure that the forests contained on the Premises will be permanently available for forestry that is consistent with the Purposes.
- Consistency with Clearly Delineated Federal, State, or Local Governmental Conservation Policy. Protection of the Premises advances a governmental policy regarding conservation of natural resources as referenced in the Town’s Open Space and Recreation Plan, dated December 2020, which states one of the primary goals is to “continue to protect its valuable natural resources including water, wildlife habitat, forests and farmlands”.
- Scenic Values. The Premises is part of the Mohawk Trail Scenic Byway region, part of a program administered in cooperation with the MA Department of Transportation, Office of Transportation Planning, and the US Department of Transportation, Federal Highway Administration and contributes to the scenic value of the Mohawk Trail corridor in the Town of Gill.

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantors will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;

9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantors may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantors shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided such activities will not impair the Conservation Values (including scenic values) of the Premises. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantors and approved in advance of such activity, in writing, by

the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

6. Trails and Woods Roads. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to 6 feet in width overall.
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Woods Roads. Conducting routine maintenance including mowing and brush clearing, of existing woods roads as documented on the Baseline Report.
7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantors, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments and as necessary for engaging in Permitted Acts and Uses for which motorized vehicles may be used;
9. Passive Outdoor Recreational and Educational Activities. Non-motorized outdoor recreational activities including but not limited to hiking, hunting, horseback riding, cross-country skiing, snowshoeing, nature and educational walks and outings, other non-motorized outdoor recreational and educational activities;
10. Forest Management.
 - a. Permitted Activities. Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Management or Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester, and by the landowner or agent of the landowner.
 - b. Requirement of a Forest Management/Stewardship Plan. Before any Forestry Activities occur on the Premises, Grantors shall submit a Forest Management or Stewardship Plan to the Grantee, the Massachusetts Department of

Conservation and Recreation (“DCR”) or appropriate successor agency, and to any other required state agencies for their approval. The Forest Management or Stewardship Plan shall:

- i. be prepared by a forester licensed through DCR or landowner, and shall follow the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Management or Stewardship Plan; and
 - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry (“Forestry BMPs”); and
 - iii. address how the Forest Management or Stewardship Plan complies with this Paragraph II.B.10; and
 - iv. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantors’ personal use, not for any commercial sale or production, which shall not require a Forestry Management or Stewardship Plan provided that any such cutting complies with the Forestry BMPs. .

11. Agricultural Activities.

- a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
 - ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and

directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”) or comparable plan, prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan or comparable plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use

requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantors shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantors' request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantors to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantors hereby grant to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation,

injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantors in writing of the violation. The Grantors shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantors immediately cease the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantors covenant and agree to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantors shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantors' Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantors for any injury to or change in the Premises resulting from natural causes beyond the Grantors' control, including but not limited to fire, flood, weather,

climate-related impacts, and earth movement, or from any prudent action taken by the Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantors and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantors retain their rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantors' and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantors and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right is as of the Effective Date (See Paragraph XII.) and will be determined by an appraisal. Such proportionate value of the Grantee's property right shall remain constant.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantors and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantors and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantors and

Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantors and the successors and assigns of the Grantors holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantors, on behalf of themselves and their successors and assigns, appoint the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantors and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantors agree to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantors fail to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or

register in the applicable land court registry district, and at the Grantors' expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantors' Liability

The Grantors shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantors, the Grantee shall, within thirty (30) days execute and deliver to the Grantors any document, including an estoppel certificate, which certifies the Grantors' compliance or non-compliance with any obligation of the Grantors contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantors agree that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;

6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantors, approved by the Town of Gill and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantors and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantors: Richard C. French and Emily Samuels
267 Main Road, Gill MA 01354

To Grantee: Franklin Land Trust Inc.
5 Mechanic Street, P.O. Box 450
Shelburne Falls, MA 01370

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantors and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantors, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantors and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantors attest that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the Grantors, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. No Surety Interest

The Grantors attest that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantors

Grantee Acceptance

Approval of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Survey Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2025,

Richard C. French

Emily Samuels

THE COMMONWEALTH OF MASSACHUSETTS

Franklin County, ss:

On this ____ day of _____, 2025 before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Richard C. French and Emily Samuels was accepted by Franklin Land Trust, Inc. this _____ day of _____, 2025.

By: _____
Mary Lynn Sabourin

Its: Executive Director, duly authorized
See Franklin County Registry of Deeds
Book 8119, Page 254

THE COMMONWEALTH OF MASSACHUSETTS

FRANKLIN County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF GILL SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Gill, hereby certify that at a public meeting duly held on _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from Richard C. French and Emily Samuels to Franklin Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF GILL SELECT BOARD

Charles Gabriel, Chair

John Ward

Greg Snedeker

THE COMMONWEALTH OF MASSACHUSETTS

FRANKLIN County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from Richard C. French and Emily Samuels to the Franklin Land Trust, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

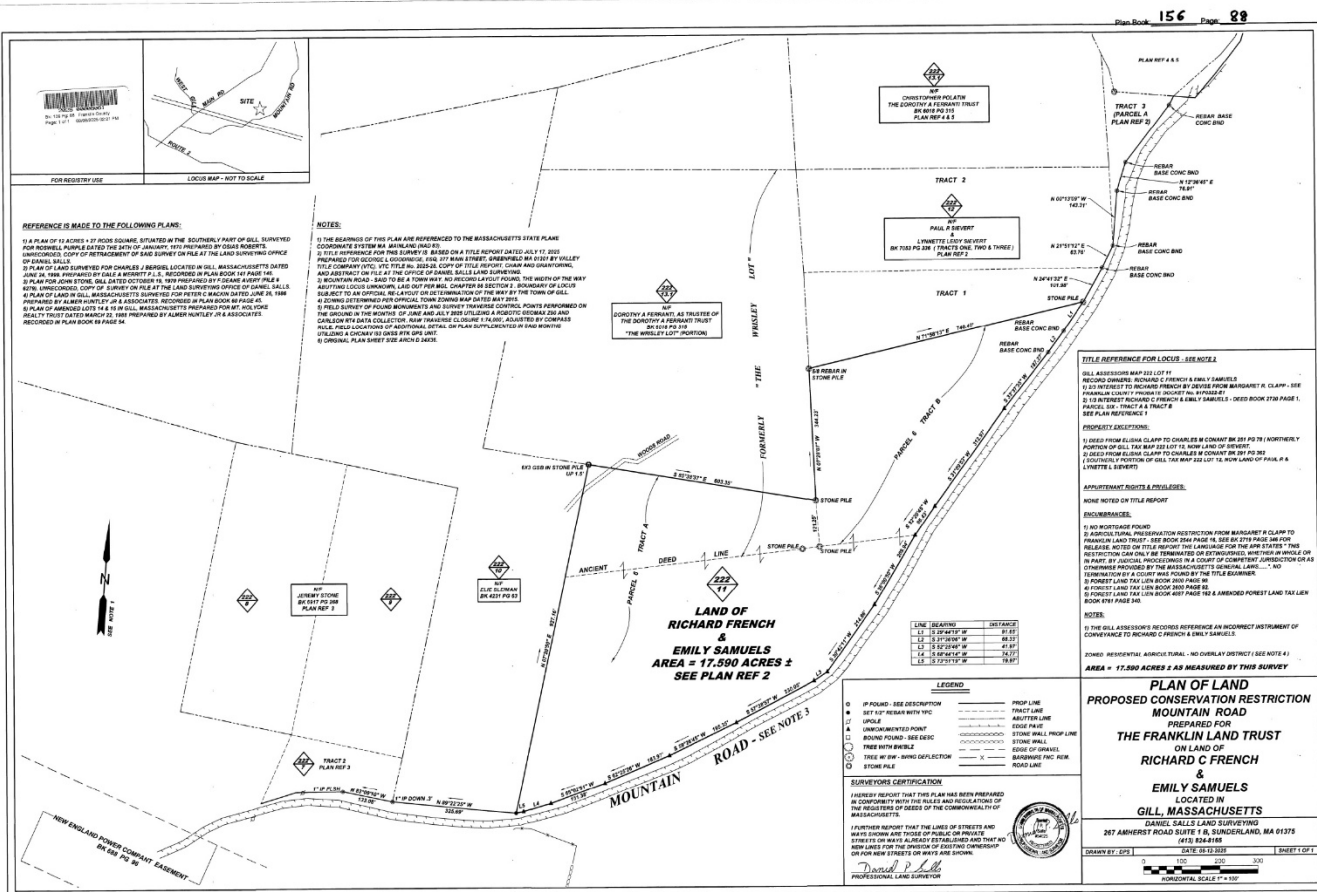
Legal Description of Premises

The land subject to this Conservation Restriction, herein referred to as the Premises, is the entirety of a parcel of land in Gill, Franklin County, Massachusetts, located on the westerly side of Mountain Road, containing 17.590+/- acres, more or less, and shown as “Land of Richard French & Emily Samuels Area=17.590 ACRES +/- SEE PLAN REF 2” on a plan of land titled “Plan of Land Proposed Conservation Restriction Mountain Road Prepared For The Franklin Land Trust On Land Of Richard C. French & Emily Samuels located in Gill, Massachusetts” dated August 8, 2025, by Daniel Salls Land Surveying 267 Amherst Road Suite 1 B, Sunderland, MA 01375, and recorded in the Franklin County Registry of Deeds at Plan Book 156, Page 88. A reduced copy of the plan described herein is attached hereto as Exhibit B.

This Conservation Restriction is subject to all rights, easements and restrictions of record, so far as still in force and effect.

For Grantors title to the Premises, see deed recorded at Franklin County Registry of Deeds in Book 2720, Page 1, Parcel 6 “Upper Mountain Road”, Tracts A and B and the Estate of Margaret R. Clapp, Franklin County Probate Docket No. 91PO322-E1.

EXHIBIT B: SURVEY PLAN OF PREMISES
For Official full size plan see Franklin County Registry of Deeds Plan Book 156, Page 88



PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen of the Town of Gill, MA.

EVERSOURCE ENERGY AND VERIZON NEW ENGLAND, INC.

request permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way:

182 Main Rd: Eversource is requestion to set a new 45' Joint Owned pole to service 182 Main Rd.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan field herewith and made a part hereof marked – **21034447**.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE ENERGY

David Meagher

By _____
Eversource Field Technician

VERIZON NEW ENGLAND, INC.

By Albert E. Bessette Jr.
Manager Right-of-Way

Dated this 6th day of October, 2025

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the SELECTBOARD of the Town of **GILL**, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that EVERSOURCE and VERIZON NEW ENGLAND INC. be and they are hereby granted joint or identical locations for and permission to construct and maintain a line of poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way hereinafter referred to, as requested in petition of said Companies dated the 6TH day of OCTOBER, 2025.

All construction under this order shall be in accordance with the following conditions:
Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked – **21034447** filed with and made a part of said petition. There may be attached to said poles by said EVERSOURCE not to exceed 18 wires and 2 cables, and by VERIZON NEW ENGLAND INC. not to exceed 40 wires and 4 cables, and all of said wires and cables shall be placed at a height of not less than 18 feet from the ground at highway crossings, and not less than 8 feet from the ground elsewhere.

The following is the public way along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Purpose and Description:

Eversource is requestion to set a new 45' Joint Owned pole to service 182 Main Rd.

Also that permission be and thereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Selectboard of the Town of **GILL**, Massachusetts held on the _____ day of _____, 2025.

Clerk of Selectboard

We hereby certify that on _____ 2025, at _____ o'clock M, at _____ a public hearing was held on the petition of the EVERSOURCE and VERIZON NEW ENGLAND INC. for permission to construct the line of poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way upon which the Companies are permitted to construct the line of poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Selectboard of the Town of _____
Massachusetts.

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Selectboard of the Town of **GILL**, Massachusetts, on the _____ day of _____ 2025 and recorded with the records of location orders of said town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

October 6, 2025

To the Selectboard of the Town of **GILL**, Massachusetts

Under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof, a public hearing IS NECESSARY on the attached petition. When adopted, please forward to the Town Clerk for recording.

Town Clerk, please forward recorded orders to:

EVERSOURCE
300 Cadwell Dr.
Springfield, Ma 01104

Attn: Caplette

NOTE: On questions pertaining to this order, please call David Meagher at **413-585-1828**

Purpose and Description:

Eversource is requestion to set a new 45' Joint Owned pole to service 182 Main Rd.

Status	Next to Go	Street	Latitude	Longitude	ES Pole	Created On
Open	Comcast	BOYLE RD	42.646165	-72.498586	8/9-1	7/17/2023 14:17
Open	Comcast	MOUNTAIN RD	42.62322	-72.51784	27/47	8/12/2024 11:19
Open	Comcast	FRENCH KING HWY	42.60642	-72.50382	17/B69-1	8/12/2024 14:37
Open	Comcast	DOLE	42.655872	-72.528592	14/17	8/14/2024 8:28
Open	Comcast	WYART RD	42.62954	-72.519961	23/62-2	11/19/2024 9:49
Open	Comcast	FRENCH KING HWY	42.606079	-72.524651	17/B49S	8/18/2025 12:37
Open	Comcast	RIVERVIEW DR	42.608986	-72.548889	36/12	8/18/2025 12:40
Open	Comcast	FRANKLIN RD	42.625652	-72.536942	70/69	8/18/2025 12:43
Open	Comcast	MAIN RD	42.629113	-72.519484	23/62-1	11/5/2025 14:20
Open	Comcast	MAIN RD	42.615534	-72.544766	23/B23-1S	11/5/2025 14:23
Open	Comcast	DEACON PARKER RD	42.660454	-72.501427	8/B32	11/12/2025 12:40
Open	Comcast	CENTER RD	42.64386	-72.511757	11/16	11/12/2025 12:52
Open	Comcast	CENTER RD	42.643913	-72.524078	11/B29	11/12/2025 12:53
Open	Comcast	GREEN HILL RD	42.62743	-72.529999	6/4	11/12/2025 13:00
Open	Comcast	MAIN ROAD	42.656052	-72.479652	23/B129M	11/12/2025 13:47
Open	Comcast	MAIN ROAD	42.634579	-72.512489	23/72	11/12/2025 13:49
Open	Comcast	MUNNS FERRY ROAD	42.653641	-72.47261	28/B10	11/12/2025 13:50
Open	Comcast	OAK ST	42.608948	-72.544731	31/14	11/12/2025 13:53
Open	Eversource	PISGAH MT ROAD	42.611218	-72.499809	34/B29	11/12/2025 14:40
Open	Comcast	RIVER RD	42.635757	-72.497292	35/B27	11/13/2025 13:36
Open	Comcast	RIVER RD	42.633408	-72.492607	35/23-2	11/13/2025 13:40
Open	Comcast	RIVERVIEW	42.608547	-72.548828	36/14	11/13/2025 13:41
Open	Comcast	RIVERVIEW	42.610245	-72.54924	36/8	11/13/2025 13:42
Open	Comcast	FRENCH KING HWY	42.611187	-72.544685	17/15	11/13/2025 13:47
Open	Comcast	FRENCH KING HWY	42.60891	-72.538055	17/27	11/13/2025 13:49
Open	Verizon	FRENCH KING HWY	42.60606	-72.523521	17/B50S	11/13/2025 13:50
Open	Comcast	FRENCH KING HWY	42.602909	-72.502922	17/B74-1	11/13/2025 13:51
Open	Comcast	FRENCH KING HWY	42.607883	-72.513519	17/59	11/13/2025 13:53
Open	Eversource	FRENCH KING HWY	42.607494	-72.504654	17/67	11/13/2025 13:54
Open	Comcast	WEST GILL RD	42.620674	-72.543671	42/7-1	11/13/2025 13:59
Open	Comcast	WEST GILL RD	42.632526	-72.536606	42/29	11/13/2025 14:04
Open	Verizon	WEST GILL RD	42.646004	-72.523666	42/55	11/13/2025 14:05
Open	Verizon	WEST GILL RD	42.646484	-72.5233	42/56	11/13/2025 14:06
Open	Verizon	WEST GILL RD	42.646957	-72.522942	42/57	11/13/2025 14:06
Open	Comcast	WEST GILL RD	42.635105	-72.534851	42/B33	11/13/2025 14:07

TOWN OF GILL

MASSACHUSETTS



November 4, 2025

Chad Powling
13 West Gill Road
Gill, MA 01354

Dear Mr. Powling:

This letter is to inform you that at the request of Animal Control Officer Kyle Dragon the Selectboard of the Town of Gill will hold a public hearing regarding a complaint of your dog Taco being a nuisance due to a vicious disposition.

Pursuant to the requirements of Massachusetts General Law, Chapter 140, Section 157, the hearing is scheduled for Monday, November 17, 2025 at 6:00 PM in the second floor meeting room of the Town Hall, 325 Main Road, Gill. Please be advised the Selectboard meetings are usually covered by newspaper reporters and video recorded for later broadcast on a local cable access television channel.

You have the right to bring witnesses and to be represented by legal counsel. If the charges are proven, the Selectboard may make such order concerning remedial action to ameliorate the cause of the nuisance behavior.

This is a serious matter and you are encouraged to give it your full and immediate attention.

Please contact me with any questions or concerns at 413-863-9347.

Sincerely,

Ray Purington
Town Administrator

Cc: Kyle Dragon, Regional Animal Control Officer
Chris Redmond, Police Chief
Complainants