



SELECTBOARD AGENDA & MEETING NOTICE

July 27, 2026

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

Location: Riverside Municipal Building, center classroom, 54 French King Highway, Gill

4:30 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)

5:30 PM Public Forum on Riverside Municipal Building – Building Needs, Building Uses, Importance to the Town, etc.

Old Business

- Review of Minutes: 2025: 3/24, 4/7, 4/22, 5/5, 5/20, 6/2, 6/16, 6/30, 8/11, 8/18, 9/8, 9/17, 10/6, 10/16, 10/20, 11/3, 11/17, 12/15, 12/29; 2026: 1/12, 1/26, 2/9, 3/9, 3/23, 4/6, 4/21, 5/4, 5/19, 7/13

New Business

- Acceptance of Mass DOT Unpaved Roads Equipment Grant - \$246,000 for new front-end loader, authorization to sign grant documents
- Declaration of surplus equipment – 1985 Morbark chipper. Recommendation to sell via online auction
- Memorandum of Understanding with Franklin County Solid Waste Management District for Regional Household Hazardous Waste Collection Event on 9/19/26
- Annual Agreements with Franklin County Sheriff's Office for Regional Dog Shelter Services and for Regional Animal Control Services
- Request from Riverside Water District for permission to install a payment dropbox at the Riverside Municipal Building
- Appointments
 - Tim Little, 17 Oak Street, to the Sewer Commission through 6/30/29
 - James Asbel, 10 Cross Road, to the Planning Board through 6/30/28
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 - FY26 #28 – Vendors (\$) & Payroll (\$) – reviewed/signed on 7/13
 - FY27 #02 – Vendors (\$) & Payroll (\$) – reviewed/signed on 7/13
 - FY27 #03 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Mon 8/10	5:30 PM	Selectboard meeting	Town Hall
Mon 8/24	5:30 PM	Selectboard meeting	Town Hall

TOWN OF GILL

MASSACHUSETTS



SELECTBOARD MEETING MINUTES

July 13, 2026

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, Charles Garbiel, and Jenn Waldron Members Absent: None

Others Present: Ray Purington, Town Administrator; Tim Batchelder, Erin-Leigh Hoffman, Kate Savage, Joe Williams, Claire Chang, Tom Chalmers, Mark Beaudry, Brian Donahue, Gary Stevens, Nona LaGrenade, John Miner, Tamsin Flanders, Vicky Jenkins, and Dan Flagg

Review of Minutes: Garbiel made a motion, seconded by Waldron, to approve the minutes of June 29, 2026. The motion was approved by a unanimous vote.

Duties of Tree Warden: Joe Williams, who was re-elected in May as Gill's Tree Warden, met with the Selectboard to clarify his responsibilities in that role. He stated he is looking to fulfill his job as defined by state law. A handout entitled "What Is a Tree Warden," published by the Massachusetts DCR, was referenced during the discussion. The key sticking points in the matter are direction and supervision of personnel and equipment, and control of the Trees & Forestry annual budget.

Gill's Highway Department, under the direction of John Miner, the Highway Superintendent, performs tree work using the Town's equipment (saws, trucks, loader, chipper, bucket truck), and schedules and assists a tree removal contractor for more difficult tree removals. Miner develops and oversees the use of the Trees & Forestry budget.

Waldron requested Williams provide a written proposal of how he envisions tree work and other duties of the Tree Warden should be done. Purington recommended the proposal should address "who can cut what size tree," as by law the Tree Warden is responsible for any tree larger than 1.5 inches at a height 1 foot from the ground. The roadside mower can easily cut saplings that size and larger. Ward recommended the proposal should clearly spell out who is responsible for what, i.e. how information and duties are handed back and forth between the Tree Warden and the Highway Superintendent. Williams agreed he would provide a proposal as requested.

Miner stated the process would be more efficient if the Tree Warden would appoint the Highway Superintendent as the Deputy Tree Warden, which would allow the Highway Superintendent to also make decisions about trees or branches that should be cut because they are safety hazards or otherwise impeding traffic on town roads. Although the Selectboard used to appoint the Highway Superintendent as the Assistant Tree Warden, it was pointed out by Williams several years ago that it is Tree Warden's responsibility to appoint the Deputy. Since then, the Selectboard has not appointed an Assistant Tree Warden. Williams has never appointed a Deputy.

Garbiel asked Williams about his goals as Tree Warden. Williams stated his main goal is to see that dead trees hanging over the roads are removed in a timely fashion.

Williams agreed to create a written list of trees that need to be cut, street by street. Trees will be specified by species, diameter at breast height, and location (side of road, nearest house address, etc.). There was a discussion about using paint to mark the trees on the list. Williams stated he used to mark trees with a blue dot or blue slash but stopped after concerns were raised that by marking trees it increased the Town's liability because the marking indicated the Town knew of a hazardous tree. Purington will contact the Town's attorney about the question of liability, as marking trees seems like the most effective way for the Highway Superintendent to know the correct tree to cut. Williams left the meeting at 5:58 PM.

Farmland Protection Planning Advisory Committee: Tom Chalmers, Chair of the Agricultural Commission (AgCom), and Tamsin Flanders, a Land Use Planner for the FRCOG, met with the Selectboard to explain the proposed formation of a Farmland Protection Planning Advisory Committee. Other members of the AgCom and members of the Conservation Commission and Planning Board were in attendance and participated in the discussion.

Chalmers explained the AgCom was first approached by Flanders in March 2026 about a state-funded project involving 6 towns total, including 2 FRCOG towns. Gill was recommended for the project based on its active AgCom and the percentage of unprotected farmland in town. Flanders explained the state is placing an emphasis on farmland protection and wants to build capacity to accelerate the rate at which farmland is protected. The project seeks to pilot a model for developing municipal farmland protection plans. The process and experience in Gill would be combined with that of the other 5 towns to create a final recommendation to the state.

Flanders noted the project is not meant to force land to be protected, but it is intended to empower and encourage farmland protection. Helping farms to be financially viable is a component of protection, in a way, as a healthy, working farm is less likely to succumb to the financial pressures of selling to developers.

The project likely will identify and inventory farmland in Gill, and capture information such as the way the land is currently being used, the soil types, and where the owner lives. A determination of “what is farmland,” i.e. number of acres, or types of uses (Is growing a forest of trees “farming?”), is a likely outcome of the project, too.

Jeff Suprenant and Tim Little joined the meeting at 6:10 PM.

In response to a question about what Gill gets from the project, the answer was the project will give the AgCom better, more complete knowledge of Gill’s farms, which will help them advocate better for farms, farmers, and farmland. Additionally, a big part of town planning is to bring people together to have conversations. Having these conversations will make Gill better prepared and in a better position to access state funding to protect farmland.

Dan Flagg, a Gill resident and farmer, stated he is skeptical of the value of the project. However, he recommended the Town resume setting aside funds for preserving and protecting farmland, with the funds generally used to provide a town match toward a state-funded Agricultural Preservation Restriction (APR) on Gill farmland.

The Selectboard expressed support for the project and requested Flanders and the AgCom to develop a document for a future meeting that outlines the purpose of the Farmland Protection Planning Advisory Committee, the proposed membership (i.e. 3 farmers, 1 representative from the AgCom, 1 representative from the Conservation Commission, etc.), and a list of names to be appointed.

Comprehensive Building Assessments: Vicky Jenkins (Chair) and Claire Chang of the Energy Commission and Flanders met with the Selectboard to provide an update on a June visit to the Gill Elementary School and the Public Safety Complex by Tim Simmonds and Nick Pettipas, both of whom are account executives with Eversource’s energy efficiency programs. Flanders is also one of FRCOG’s municipal energy managers and is assigned to work with Gill.

Gill has done well updating and upgrading the energy systems of most of its town-owned buildings, but the elementary school and Public Safety Complex remain as the two largest energy consuming buildings and the two still using fossil fuels (oil-fired boilers). After touring both buildings, the Eversource representatives agreed the company will fund 100% of the cost to conduct Comprehensive Building Assessments (CBA) for each building. A CBA looks at all the potential energy efficiency upgrade options for a building and may identify possible funding sources. A CBA generally will outline options toward electrification of a building and moving it off fossil fuels. It takes about 1 month to apply for the CBA program and another 6 months to complete the assessment.

Jenkins noted Simmonds and Pettipas believe the Police Station, which is located within the Public Safety Complex, could be converted to air-source heat pumps for heating and cooling without necessitating an upgrade to the building’s electrical service. Of the three departments located in the Public Safety Complex (Police, Fire, and Highway), the Police Department occupies its offices the most hours per week. It was stated it is important not to overlook appropriate heating and cooling of the Highway Department’s office and break room and the Fire Department’s offices and meeting room.

Waldron made a motion, seconded by Garbiel, to authorize Comprehensive Building Assessments to be conducted at the Gill Elementary School and at the Public Safety Complex. The motion was approved by a unanimous vote.

Appointment: Garbiel made a motion, second by Waldron, to reappoint Amy Gordon to the Cultural Council for a term of July 17, 2026, through July 17, 2029. The motion was approved by a unanimous vote.

Warrants: Vendor and payroll warrants were not available to be reviewed and signed. (On July 14th Ward, as Chair, reviewed and signed the following warrants: FY 2026 warrant # 28 with totals of \$57,281.06 for vendors and \$16,776.11 for payroll and FY 2027 warrant # 02 with totals of \$177,697.96 for vendors and \$22,277.60 for payroll.

The meeting adjourned at 6:45 PM.

Minutes respectfully submitted by Ray Purington, Town Administrator

Signed copy on file. Approved on 07/27/2026

Jenn Waldron, Selectboard Clerk



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Phillip Eng, Interim Secretary of Transportation
Jonathan L. Gulliver, Undersecretary and Highway Administrator



May 19, 2026

John Miner
Highway Superintendent
Gill
325 Main Road
Gill, MA 01354

Via email: highway@gillmass.org

Dear John:

Thank you for your MassDOT Grant Central Fully Integrated Application submission during the **Fiscal Year 2026 application solicitation**. Your project was considered for funding under the **Unpaved Roads Grant Program**.

I am pleased to notify you that **Gill's application for Purchase of Equipment or Materials-Gill-Wheeled Loader Purchase has been approved for an Equipment grant in the amount of \$246,000.00.**

Awarded municipalities will enter into a contract with MassDOT for the completion of approved work. A member of the Community Grants Group will reach out shortly to gather all necessary information to begin the contracting process. The contract Notice to Proceed (NTP) will be issued 4 to 6 weeks after all required documentation is provided to MassDOT, and the deadline for all contracted work will be December 31, 2027. MassDOT-funded work may not proceed until the NTP is issued.

This grant award is reimbursement-based, similar to the Chapter 90 Program. Grant recipients may submit reimbursement requests as costs are incurred through MassDOT's Grant Central. Additional information on reimbursement and program requirements is available on the Grant Central portal.

Please email MassDOTGrantCentral@dot.state.ma.us with any questions related to this award. Thank you for your commitment to improving transportation infrastructure. We look forward to working with you on this important project.

Sincerely,

Jonathan L. Gulliver
Undersecretary and Highway Administrator

cc: Cassandra Gascon, Chief of Municipal Aid & Partnerships
Kristen Rebelo, Community Grants Administrator

TOWN OF GILL

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



www.gillmass.org
highway@gillmass.org

To: Gill Board of Selectmen
From: John Miner, Highway Superintendent
Date: July 23, 2026
Subject: Declaration of Surplus Equipment – 1985 Morbark Chipper

Dear Members of the Board,

I respectfully request that the Board of Selectmen declare the Town's 1985 Morbark woodchipper as surplus equipment.

The Highway Department has received its new 2026 Bandit chipper and placed it into service. With the new unit fully operational, the 1985 Morbark chipper is no longer needed for departmental operations.

As an employer, the Town is required to ensure that all equipment used by municipal staff meets current safety standards. The Morbark chipper has reached a point where it is no longer safe or appropriate for use by Town employees. It lacks modern guarding, emergency-stop systems, and feed-control protections, and its age makes it increasingly difficult to maintain to the level required for safe municipal operation.

While the machine is not suitable for continued Town use, it may still be usable to private individuals who operate equipment under different conditions and expectations. Once declared surplus and disposed of through an approved method, the unit would be sold as-is, without warranty, and the Town would not retain liability for its future use.

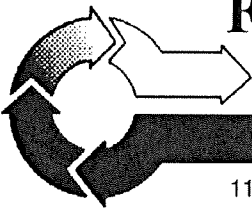
Based on past experience, my recommendation is to place the chipper with Auctions International, as the Town has had excellent results using their platform for surplus equipment disposal. Their auction process has consistently produced strong participation and competitive bidding, making it an effective method for maximizing return on older municipal equipment.

Thank you for your consideration.

Sincerely,
John Miner
Highway Superintendent
Town of Gill



REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

117 Main Street., 2nd Floor, Greenfield, MA 01301 • (413) 772-2438 • Fax: (413) 772-3786
www.franklincountywastedistrict.org • info@franklincountywastedistrict.org

FRANKLIN COUNTY SOLID WASTE MANAGEMENT DISTRICT AND THE TOWN OF GILL

This MEMORANDUM OF UNDERSTANDING is executed on this _____ day of _____
2026, by and between the TOWN OF GILL, municipal corporation of the Commonwealth of
Massachusetts, hereinafter referred to as the TOWN, and the Franklin County Solid Waste
Management District, hereinafter referred to as the DISTRICT.

WHEREAS, participating towns have appropriated the funds required for a regional household
hazardous waste collection event;

THEREFORE, the Town hereby requests that the DISTRICT initiate a collection event with the
following conditions:

1. There will be a regional household hazardous waste collection event on Saturday,
September 19, 2026.
2. There will be two (2) sites operating concurrently on the collection day at Greenfield Community
College and the Orange Transfer Station.
3. The District will be responsible for the coordination and administration of the event.
4. The Town will be charged its proportional share of the costs of the collection, based upon
administrative expenses, the number of participants from the town, and the volume of hazardous
waste received from town residents.

IN WITNESS WHEREOF, THE TOWN OF GILL AND THE FRANKLIN COUNTY SOLID
WASTE MANAGEMENT DISTRICT, HAVE RESPECTIVELY CAUSED THIS MEMORANDUM
OF UNDERSTANDING TO BE DULY SIGNED AND EXECUTED AS OF THE DATE AND
YEAR FIRST WRITTEN ABOVE.

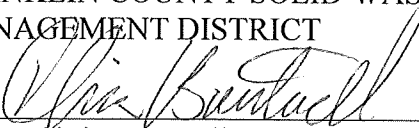
TOWN OF GILL

Board Member

Board Member

Board Member

FRANKLIN COUNTY SOLID WASTE
MANAGEMENT DISTRICT

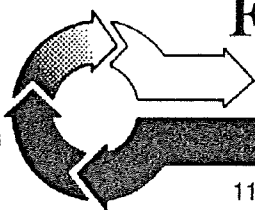


Chris Boutwell, Chair

JUL 16 2026

Date

REDUCTION
RECYCLING
COMPOSTING
DISPOSAL



Franklin County Solid Waste Management District

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Attachment A

FY27 household hazardous waste budgets

TOWN	HHW Budget
Athol	\$2,500
Bernardston	\$ 900
Buckland	\$1200
Charlemont	\$ 400
Colrain	\$2,100
Conway	\$2,500
Deerfield	\$5,000
Erving	\$1,000
Gill	\$1,250
Hawley	\$ 171
Heath	\$1,200
Leverett	\$1,015
Montague	\$5,500
New Salem	\$1,000
Northfield	\$3200
Orange	\$2,000
Petersham	\$1,000
Phillipston	\$1,200
Rowe	\$ 500
Royalston	\$ 500
Shelburne	\$2,474
Warwick	\$ 800
Wendell	\$1,000
Whately	\$1,200

\$1,500.00 RP

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 _____**

Regional Dog Shelter Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**Sheriff's Office**") and the Town of _____ (hereafter the "**Municipality**"), covers the provision of dog control services as detailed in the following agreement for the period of **FY 27**, 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. Each Municipality shall pay an annual assessment to the Sheriff's Office to support the capital and operational needs of the Regional Shelter. The assessment shall be calculated using the mutually agreed-upon formula based on the most recent U.S. Census population data. A copy of the assessment formula is available from the Sheriff's Office upon request.

Section 4 Agreement

- A. This agreement may be amended in whole or in part by the Sheriff's Office with notice to the other party.
- 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

- A. This agreement shall be in effect for the period of the fiscal year that it is signed in. All agreements shall expire on June 30th at the conclusion of the fiscal year.

At the end of term, any successor Agreement must receive the necessary statutory authorizations.

- B. The parties recognize that this Agreement, and any successor Agreement(s), is subject to statutory considerations outside of the parties' control.

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.
- B. Any party may terminate its participation in this Agreement at any time so long as at least 30 days before its termination, it gives written notice to all remaining parties.

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 the Franklin Regional Council of Governments to resolve the conflict.

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 _____

Attn: _____

Address: _____

_____, MA _____

EMAIL: _____

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: July 17, 2026 _____

Town of _____

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 _____**

Regional Animal Control Services

This agreement, by and between the **Franklin County Sheriff's Office** (hereafter the "**FCSO**") and the Town of _____ (hereafter the "**Town**"), covers the provision of Animal Control Services as detailed in the following agreement for the period of **FY27**, 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 a Deputy Sheriff, certified by the Massachusetts POST Commission and 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. Investigates any animal neglect/cruelty, abandonment, or protective custody cases, gathers evidence and information and bring forward criminal charges at the discretion of the FCSO, when evidence so indicates. May work in conjunction with external law enforcement such as MSPCA, USDA, and local/state police as needed/or required.
 - 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 as needed by the ACO.

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

- A. This agreement shall be in effect for the period of the fiscal year that it is signed in. All agreements shall expire on June 30th at the conclusion of the fiscal year.
- B. This Agreement shall be in effect subject to the termination rights of each party as provided herein.
- C. The parties recognize that this Agreement, and any successor Agreement(s), is subject to statutory considerations outside of the parties' control.

Section 7 Termination and Default

- G. Any party may terminate its participation in this Agreement at any time, so long as at least 30 days 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 the Franklin Regional Council of Governments to resolve the conflict.

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

Municipality Contact Info

Town of _____

Attn: _____

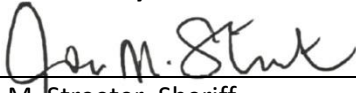
Address: _____

_____, MA _____

EMAIL: _____

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

Municipality

Authorized Signature

Printed Name

Date: July 17, 2026

Date: _____