

TOWN OF GILL
MASSACHUSETTS



www.gillmass.org

SELECTBOARD MEETING MINUTES
August 6, 2018

Called to Order: The meeting was called to order at 5:35 PM.

Members Present: John Ward, Greg Snedeker, and Randy Crochier Members Absent: None

Others Present: Ray Purington, Administrative Assistant; George Brace, Janet Masucci, Claire Chang, Mark Cappadona, and Denise Allard

Gill Electricity Aggregation Program: Mark Cappadona and Denise Allard of Colonial Power Group met with the Selectboard to discuss a Consultant Agreement for Management of the Town's Municipal Aggregation Program and Energy-Related Services, and to discuss the Town's Municipal Aggregation Program.

It was explained the program would only impact the supply portion of Gill customers' Eversource bills. Enrollment in the plan would be automatic for all Eversource customers currently receiving "basic service," but there will be an option to "opt out." There will be no fee or penalty to opt out or to come and go from the program.

A handout describing the process of municipal aggregation was reviewed. The Massachusetts Department of Public Utilities (DPU) generally approves this type of program within 3 – 8 months of holding the public hearing. Colonial Power Group (CPG) will handle all aspects of this project, from "soup to nuts."

Historically, the supply rates for CPG's municipal plans have been 5 – 8% less than Eversource's basic rate for electricity supply. Customers will remain eligible for all of the discounts on the distribution portion of the electric bill.

There was a discussion of the types of electricity the Town might want to offer in its program. It is common for municipal plans to offer two choices: electricity produced with a high "green" or renewable content, and a lower cost "brown" energy.

The proposed aggregation program was reviewed and will be publicly posted at the Town Hall and on the Town's website from August 7th until at least August 27th. After that date the Selectboard will review any comments received, make any changes to the plan they feel are necessary, and adopt the plan.

John made a motion, seconded by Randy, to sign the Consultant Agreement with CPG. It was noted the agreement creates no financial obligation for the Town. The vote on the motion was unanimous in the affirmative. Cappadona and Allard left the meeting at 6:28 PM.

Review of Minutes: Randy made a motion, seconded by John, to approve the minutes of 7/23/18 and 7/30/18. The motion was approved by unanimous vote. Randy made a motion, seconded by Greg, to approve the minutes of 7/25/18. The motion was approved by a vote of 2 in favor, 0 opposed, and 1 abstention (John).

Project Updates: Ray hopes to start ordering water treatment equipment for the School well this week.

Gill 225th Anniversary: Thanks to a large number of last minute ticket sales, over 150 tickets were sold for the July 28th pig roast. The event was a fantastic success!

Claire Chang left the meeting.

Sewer Abatement: Randy made a motion, seconded by John, to approve a sewer abatement of \$153.01 for Chris Pelletier of Walnut Street for metered water used to fill a hot tub. The vote was unanimous in the affirmative.

September 4th Primary Election: Randy made a motion, seconded by John, to sign the warrant for the September 4th State Primary Election. The vote was unanimous in the affirmative, and the warrant was signed.

Appointment: John made a motion, seconded by Randy, to appoint Joan Pillsbury of Mountain Road as an Election Worker through June 30, 2019. The vote was unanimous in the affirmative.

Vicky Jenkins joined the meeting at 6:40 PM.

DOER Green Communities Competitive Grant: The Selectboard acknowledge and thanked Vicky Jenkins (Chair) and the entire Energy Commission for their hard work and excellent results in landing the Town grant awards totaling \$68,465 in this year's competitive round of Green Communities grants. There was a discussion of the \$18,200 needed as the Town's match for the grants: \$10,500 toward the insulation project at the Library, \$5,000 toward the air source heat pumps for the Library, and \$2,700 toward the insulation at the Town Hall.

It was suggested to have Town Meeting vote to repurpose \$5,000 from the \$25,000 Riverside & Town Hall Heating System account toward the Library heat pumps, to use \$2,200 of the FY19 Building Maintenance budget for the Town Hall insulation, and seek a Town Meeting vote for \$11,000 from the Capital Stabilization Fund for the Library insulation and the balance of the Town Hall insulation work.

John made a motion, seconded by Randy, to authorize Greg and Ray to sign all documents related to the grant contract with DOER. The vote was unanimous in the affirmative. Jenkins left the meeting at 6:50 PM.

ADA Improvement Grant: Citing a large number of in-process and already funded capital projects, combined with plenty of low-cost fixes recently identified by the Town's new ADA Self-Evaluation and Transition Plan, Ray recommended against an FY19 application to the Municipal ADA Improvement Grant Program. The Selectboard concurred.

Respects Paid: Randy noted the recent passing of Paul Dunphy, the longtime legislative aide to Representative Steve Kulik. Dunphy was one of the great civic leaders of Western Massachusetts, and will be missed.

George Brace left the meeting at 6:55 PM.

Warrant: The Selectboard reviewed and signed the FY 2019 warrant #4.

The meeting adjourned at 7:30 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Signed copy on file. Approved on 08/20/2018

John Ward, Selectboard Clerk

TOWN OF GILL

CONSULTANT AGREEMENT FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM AND ENERGY-RELATED SERVICES

This Consultant Agreement is made and entered into this _____ day of _____, 2018, by and between the Town of Gill ("Town"), a municipal corporation having its principal place of business at 325 Main Road, Gill, MA 01341 as represented by the Board of Selectmen acting for and on behalf of the Town who signs these presents in its official capacity and incurs no liability in its individual capacity, and Colonial Power Group, Inc., having its principal place of business at 277 Main Street, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: The scope of services to be performed by the Consultant shall be all of the services contained in and reasonably inferable from the Request for Proposals (RFP), named Electricity Supply Aggregation Consultant Services, issued by the Franklin Regional Council of Governments in or about March 2018, for a Regional Aggregation Program as supplemented and amended by any written addenda issued, and any proposal submitted by Consultant in response thereto ("Proposal"), all of which are incorporated herein by reference and which, together with this signed Agreement, are collectively referred to as the "Contract" or "Agreement" provided that in the event of any conflict or inconsistency in and between the terms of the RFP and the Proposal, the terms resulting in the better quality and greater quantity of services reasonably determined by the Town, shall control. In addition to, and not in limitation of, any standards set forth in the RFP or Proposal, Consultant shall perform its services using its best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with and assist the Town and its agents in connection with the preparation of an aggregation plan and, if applicable, energy plan under M.G.L. c. 164, § 134, including without limitation meeting with representatives of the Town at such times and with such frequency as reasonably necessary; preparing such plans in consultation with the Town and Massachusetts Department of Energy Resources (DOER); soliciting approval of such plans from the Massachusetts Department of Public Utilities (DPU) and the Town's consumers; and preparation of a public-education program regarding such plans. The Consultant represents and warrants that it is an electricity broker licensed by the DPU; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation, as well as the "Guide to Municipal Aggregation in Massachusetts" published by DOER; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Scope of Services which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, the Consultant and the Town agree, understand and recognize that pursuant to and for the purposes

of M.G.L. c. 149, § 148B, the Consultant is an independent contractor, and, therefore: (1) Consultant is free from the Town's control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Town; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

APPLICABLE LAW: This Agreement shall be subject to and construed in accordance with all applicable laws and regulations, which are incorporated herein by reference and shall control in the event of a direct, irreconcilable conflict between the provisions of such laws and regulations and the provisions of this Agreement.

PAYMENT TERMS AND SCHEDULE: The Consultant shall, during the term of this Agreement, receive a price of .001 per kilowatt hour (kWh) for each kWh purchased by a participating consumer under the Town's aggregation plan. Said price per kWh shall be the complete price for all services furnished and all expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. The Town shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Notwithstanding the foregoing, the Town may, before the execution of any contract with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its plan of aggregation, and in such event, terminate this Agreement without any liability. In the event the Town enters into a contract with a Competitive Supplier, nothing in this Agreement shall prevent the Town from terminating such contract with the Competitive Supplier and, thereafter, this Agreement without any liability.

TAX COMPLIANCE: The Consultant, by signing this Agreement, hereby certifies under penalties of perjury, in accordance with M.G.L. c. 62C, § 49A, that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

UNEMPLOYMENT CONTRIBUTION: The Consultant complies with all laws of the Commonwealth of Massachusetts relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT; NON-COLLUSION: The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder; and that its bid or proposal, if any, submitted in response to the any solicitation culminating in this Agreement was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

INDEMNIFICATION: In addition to all other rights and remedies available to the Town, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the Town may sustain which arise out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification obligation. The Consultant further agrees to reimburse the Town for damage to the Town's real or personal property caused by the Consultant, its employees or agents, unless damage is caused by the Town's gross negligence or willful misconduct. After prompt notification of a claim by the Town, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Town shall not be liable for any costs incurred by the Consultant arising under this paragraph.

INSURANCE: The Consultant shall maintain, during the full term of this Agreement, the insurance set forth below. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the Town is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the Town shall receive advance written notice of any cancellation of any such insurance policy.

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Workers' Compensation Insurance

\$1,000,000 employer's liability limit

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Board of Selectmen.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the Town.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that any failure of Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, or Consultant's failure to supply required reports after the date of execution of this Agreement, shall be a breach of this Agreement for which the Town may terminate the Agreement under the provision for termination below. The Town may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the Town's completion of such work or services. Consultant shall forthwith pay such costs to the Town, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of completing such work or services. In such event, except as may be required by law, the Town shall have no obligation to have such work and services performed at the lowest price.

PROCUREMENT ERRORS: If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement may be voided by the Town without liability. The Town makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.

TERMINATION: This Agreement shall expire on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated earlier under this Section upon prior written notice to the Consultant, or in accordance with any other provision of this Agreement allowing for termination, or as may otherwise be permitted by law; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement shall be sufficient cause for the Town to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant, which 5-day period shall not constitute a cure period.

SEVERABILITY: The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.

ENTIRE AGREEMENT CLAUSE: The Town and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Town and the Consultant, and no other binding agreement exist other than those incorporated herein.

DURATION OF CONTRACT: It is agreed the duration of this Agreement shall be 5 years with options to renew/extend for an additional 5 years. These options are exercisable solely at the Town's discretion. It is understood and agreed that there is no financial contractual obligation of the Town in this Agreement or in any years subsequent to the fiscal year in which this

Agreement is executed. This paragraph is subject to the paragraphs entitled **PAYMENT TERMS AND SCHEDULE** and **TERMINATION** herein.

NON-DISCRIMINATION: The Town and the Consultant shall not discriminate against any person because of race, age, handicap, gender, ancestry, color, ethnicity, creed, religion, veteran's status, national origin, sexual orientation, gender identity, or any other protected class.

IN WITNESS WHEREOF, the said Consultant, and the said Town hereto set our hands and seals.

**FOR THE CONSULTANT
BY:**

Mark Cappadona, President

Date: _____

**FOR THE TOWN OF GILL
BY ITS BOARD OF SELECTMEN:**

Greg Snedeker, Chair

John Ward, Clerk

Randy Crochier, Member

Date: _____

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator/Coordinator, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Consultation with DOER on Plan
- 1.6 Submission of Plan for Department Approval
- 1.7 Public Hearing on Plan by Department
- 1.8 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.9 Selection of Competitive Supplier by Town Administrator/Coordinator/Board of Selectmen
- 1.10 Notification of Enrollment for Eligible Consumers
- 1.11 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.12 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.



TOWN OF GILL COMMUNITY CHOICE POWER SUPPLY PROGRAM

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Gill (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 1,400 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

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- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Board of Selectmen
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, roles of ethics, and certain public bidding and information requirements.

2 GILL'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Gill's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's Consultant, it must be submitted to the Board of Selectmen for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a three person Board of Selectmen. Daily operations are overseen by the Board of Selectmen. Town elections are held the third Monday in May.

The Board of Selectmen is composed of three members elected for three year terms. They meet every other Monday evening at 5:30 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in Massachusetts General Laws and the Town's By-Laws. The operational role of the Town and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are four operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town’s Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town’s Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy (“Eversource”, formerly WMECo). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town’s Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Consultant

As the Town’s agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town’s procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program’s operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.4 Level Four: Competitive Suppliers

Competitive Suppliers contract with the Town through the Board of Selectmen. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Board of Selectmen. The complete set of Competitive Supplier

responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Board of Selectmen, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports,

as directed, and routine updates and attendance at meetings with the Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for the Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen
- c) Signing of ESA by Board of Selectmen
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Board of Selectmen

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Board of Selectmen. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Board of Selectmen

With the signing of the contract by the Board of Selectmen, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from Eversource, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of receipt
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with Eversource
Day 54	Competitive Supplier removes opt-outs from eligible list
Day 54	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 36 days after mailing the opt-out notice and two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource’s Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read date. Pursuant to Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, participating residential consumers will be transferred to Eversource’s Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer’s next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There

shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1024F, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's By-Laws, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Board of Selectmen is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The Town will notify Eversource of the planned termination or extension of the Program. In particular, the Town will provide Eversource notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge,

and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

If there is a change in law that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the Town will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the Town will notify participating consumers of the change in price by issuing a press release and posting a notice in Town Hall and on the Program's website.

6.2 COSTS

The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 600 kWh shows the following charges for Eversource's Basic Service in July 2018:

For Customer With Monthly Usage of 600 kWh

	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Distribution Charges:		
Customer Charge	\$ 7.00	
Distribution Energy Charge	\$0.04372	\$ 26.23
Transition Charge	(\$0.00171)	(\$ 1.03)
Transmission Charge	\$0.02797	\$ 16.78
Residential Assistance Adjustment Clause	\$0.01323	\$ 7.94
Pension/PBOP Adjustment Mechanism (PPAM)	\$0.00143	\$ 0.86
Basic Service Cost Adjustment Factor	\$0.00027	\$ 0.16
Net Metering Recovery Surcharge (NMRS)	\$0.00575	\$ 3.45
Solar Program Cost Adjustment (SPCA)	(\$0.00016)	(\$ 0.10)
System Benefits Charge	\$0.00250	\$ 1.50
Energy Efficiency Program Charge	\$0.01590	\$ 9.54
Renewable Energy Charge	\$0.00050	\$ 0.30
Attorney General Consultant Expenses (AGCE)	\$0.00004	\$ 0.02
Storm Recovery Reserve Cost Adjustment (SRRCA)	\$0.00307	\$ 1.84
Revenue Decoupling Mechanism (RDM)	\$0.00075	\$ 0.45
Long-Term Renewable Contract Adjustment (LRCA)	\$0.00331	\$ 1.99
Total Delivery Services		\$ 76.94
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	\$0.10003	\$ 60.02
Total Supplier Services		\$ 60.02
Average Bill Total		\$ 136.96

Sources:

<https://www.eversource.com/content/wma/residential/my-account/billing-payments/about-your-bill/rates-tariffs/basic-service-western-ma>
<https://www.eversource.com/content/docs/default-source/rates-tariffs/2.pdf>

Accessed: June 1, 2018

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices,

terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource’s regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town’s Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for an optional product. The Town will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

11.5 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

TOWN OF GILL

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



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 12/27/17)

If the usage figures are believed to be incorrect for the current billing cycle, an abatement form must be filled out, signed, and dated to allow the Town to respond and consider the request. **The bill must be paid before any abatement will be considered.** Sewer abatements will not be granted for the following uses: watering gardens; watering lawns; washing vehicles, buildings, driveways, etc.; no water meter reading or use.

Sewer Bill Date: 7/10/18 Sewer Bill #: 5100
 (Abatement requests must be in writing to the Sewer Commissioners within 30 days of the bill date.)

Dear Sewer Commissioners: I am requesting abatement of my sewer bill for the noted reason(s).

- Metered water used for filling swimming pools or spas (complete chart below)
 (Abatement shall not be granted if calculated amount is less than \$10.00)
- Inaccurate readings (must be confirmed by Water Commissioners)
- Excessive reading due to broken water pipes (must prove that excess water did not enter sewer system)
- Other (explain below)

Explanation: _____

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"B" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Discounted Sewer Rate (from bill) 0.1995 - 10% = 0.1796 \$/cu. ft.	\$ Requested for Abatement (C x D)
4/16/18	56892	56961	69	0.1796	12.39
5/14/18	57724	57793	69	0.1796	12.39
5/21/18	57991	58448	457	0.1796	82.08
6/16/18	58904	59093	188	0.1796	33.76
6/21/18	59202	59271	69	0.1796	12.39
				Total requested	\$ 115.84

Continued on second page

\$ 153.01

SEWER ABATEMENT REQUEST FORM, page 2

Signature

Christopher A.

Name

Christopher Pellekin

Account # (from bill) 5100

Address

28 A Walnut St

Gill Ma 01354

Tel.

413-522-8537

Meter location if different from above address

Submit this completed form to the Tax Collector

PO Box 784, Turners Falls, MA 01376

-----Town Use Only Below This Line-----

Date received by Tax Collector 7/26/2018

Abatement deadline (90 days from receipt) _____

Sewer bill is paid & no outstanding sewer charges? YES NO

Tax Collector signature Terence A. Lefebvre

Sewer Commission response: Approved _____ Denied _____ Date _____

Sewer Commissioners _____

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

FRANKLIN, SS.

To the Constables of the:

TOWN OF GILL

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at

WARD 0- PRECINCT 1

GILL FIRE STATION, 196A MAIN ROAD, GILL

on **TUESDAY, THE FOURTH DAY OF SEPTEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS.....	FOR THIS COMMONWEALTH
GOVERNOR.....	FORTHIS COMMONWEALTH
LIEUTENANT GOVERNOR.....	FORTHIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	SECOND DISTRICT
COUNCILLOR.....	EIGHTH DISTRICT
SENATOR IN GENERAL COURT	HAMPSHIRE, FRANKLIN & WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	SECOND FRANKLIN DISTRICT
DISTRICT ATTORNEY.....	NORTHWESTERN DISTRICT
CLERK OF COURTS.....	FRANKLIN COUNTY
REGISTER OF DEEDS.....	FRANKLIN DISTRICT

And you are directed to serve this Warrant, by posting up attested copies thereof at Town Hall, Main Road, Post Office, Mount Hermon: The Gill Store and Tavern, Main Road, and Riverside Municipal Building, Route 2 in said Town seven days at least before the time of holding said Election

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of August in the year Two Thousand Eighteen (2018).

GREGORY M. SNEDEKER , CHAIR

JOHN R. WARD

RANDY P. CROCHIER

Selectmen of: GILL

A true copy. Attest: _____, Town Clerk Date _____

Franklin, SS.

Pursuant to the within Warrant I have notified and warned the inhabitants of the Town of Gill by posting up attested copies thereof at Town Hall, Main Road, Post Office, Mount Hermon: The Gill Store and Tavern, Main Road, and Riverside Municipal Building, Route 2 in said Town seven days at least before the time of holding said Election

Constable

(month and day)

, 2018.

Warrant must be posted by August 28, 2018 (at least *seven days prior* to the September 4, 2018 State Primary).



Massachusetts Office on Disability

One Ashburton Place, Room 1305 Boston, MA 02108

Charles D. Baker, Governor
Karyn E. Polito, Lt. Governor
David D'Arcangelo, Director

617-727-7440 TTY
800-322-2020 TTY
617 727-0965 FAX

July 27, 2018

Dear Applicant:

The Massachusetts Office on Disability (MOD), is pleased to announce the **Municipal ADA Improvement Grant Program** application and selection process for FY19. Eligible applicants include any Massachusetts city or town, (hereinafter referred to as "Applicants.")

These grants will support capital improvements specifically dedicated to improving programmatic access and/or removing barriers encountered by persons with disabilities in Applicant facilities throughout the Commonwealth.

Project Grants of up to \$250,000 will be awarded to successful Applicants to remove barriers and create and improve accessible features and programmatic access for persons with disabilities throughout the Commonwealth.

Planning Grants will also be awarded to assist a community in creating or updating a Self-Evaluation or Transition Plan required under Title II of the ADA.

Examples include but are not limited to increasing both physical access and programmatic access through the addition of features such as: ramps, elevators, power lifts and Limited Use/Limited Application (LULAs), signage, communication access devices, curb cuts and/or any other features that are designed to improve architectural access and/or programmatic access. Grants will be awarded on a competitive basis to projects that demonstrate real and tangible positive impacts to persons with disabilities.

Municipalities that have selected the "Public Accessibility Best Practice" option of the Community Compact Cabinet (CCC) (<https://www.mass.gov/orgs/community-compact-cabinet>) will receive additional points to their application score. Every City or Town in the Commonwealth is eligible to apply.

Application Process and Deadlines; FY19 Application period is from August 1, 2018 through October 1, 2018. All FY19 grants must be submitted using the online application portal. For grant related instructions and the online application portal, please visit our website at www.mass.gov/mod/adagrant.

Thank you for your interest in improving access for persons with disabilities. We look forward to working with you. Please share this with your department heads.

Sincerely,

David D'Arcangelo
Director