

TOWN OF GILL
M A S S A C H U S E T T S



www.gillmass.org

SELECTBOARD MEETING MINUTES
November 28, 2016

Called to Order: The meeting was called to order at 4:35 PM.

Members Present: John Ward, Randy Crochier, Greg Snedeker

Members Absent: None

Others Present: Ray Purington, Administrative Assistant; Janet Masucci; Tom Hodak; Kent Alexander; Lynda Hodsdon Mayo

New Public Records Law Implementation: The Selectboard met with Town Clerk Lynda Hodsdon Mayo to discuss the new Public Records Law that will go into effect on January 1, 2017, and actions the Town will take toward its implementation. The Secretary of State's Office has not finalized its regulations for the new law, so any decisions the Town makes will need to be adjusted accordingly once the regulations have been released.

It was agreed that, within the limitations of the Town's current website, we should strive for a way to submit a records request directly from the website. Failing that, the next best alternative is to have a request form that is a fill-able, savable PDF. A printed version of this form will be available at all Town buildings. The web page for records requests should also include a list of the minimum information that is needed to make a complete request.

Records requests will fall into three categories, and will be directed accordingly: requests for police department records, requests for fire department records, and all other requests. The procedure for tracking and responding to requests needs to be developed. It was agreed that this will be an evolving process, to be adapted as the regulations are issued and as experience is gained in handling records requests. Hodsdon Mayo left the meeting at 5:25 PM.

Broadband and Cable Buildout: Ed Donnelly, Peter Larkin, and Cynthia Gaines, all from the Massachusetts Broadband Institute (MBI) joined the meeting. Cable Committee members Rick James and Charles Garbiel joined the meeting (in addition to already-present members Greg Snedeker, Janet Masucci, and Tom Hodak). Tom Hodak, Chair of the Cable Committee, called the Committee to order at 5:30 PM.

Larkin made introductory remarks about MBI, and its mission to assist unserved and partially served towns in providing access to broadband internet for 96+% of residents. It was noted that Gill's broadband coverage is currently at 87%, and that will increase to 95-96% once Comcast completes the buildout that was agreed to in the cable license signed with the Town in May.

A handout from MBI regarding Gill's percentage served was reviewed. There is a discrepancy between the way the Town has calculated its percentage (95.2%) and MBI's calculation (96.5%). Possible differences are: MBI has counted NMH addresses in its totals, and counts long drops already passed as served. There are 8 premises that account for the difference between the two percentages. MBI promised that these differences will be reviewed and resolved once Comcast has completed its initial field survey for Gill, likely in the spring of 2017.

Donnelly referenced a November 16, 2016 letter from Comcast to the Selectboard. He pointed out that in the letter Comcast committed to getting Gill to 96% served, and committed to conducting a reconciliation process with the Town to iron out differences in service calculations.

Greg expressed frustration that MBI and Comcast seem to have concluded that Gill was over the 96% benchmark, without ever seeking input or confirmation from the Town. He noted several instances when Town officials had reached out to MBI and informed them that MBI's maps and service data were inaccurate.. He noted it was "troubling" that Comcast did not submit an expansion/buildout proposal for Gill to MBI without first trying to clarify data errors with the Town. Additionally, proposals were due to MBI before license negotiations between Comcast and Gill had been concluded, and the lack of a Gill proposal seems presumptive and cocky.

Greg also noted that, unlike all of the other partially-served Towns which are receiving buildout and expansion for free via MBI funds, Gill sacrificed approximately \$100,000 of future PEG Access funds in order to include additional buildout in the new Comcast license. To add insult to injury, even though Gill's license with Comcast was signed several months before MBI's multi-town buildout contract with Comcast, the deadline to complete Gill's buildout is 8-9 months after all the other towns. This does not seem fair to Gill.

Donnelly responded that, regretfully, there is no way to "un-ring the bell." He reiterated that Comcast has promised to get Gill to 96% served. The lost PEG Access revenue is unfortunately the product of bad timing. Larkin agreed to have MBI advocate for a buildout timeline in Gill at least equal to that of the other 9 partially-served towns.

The representatives from MBI left the meeting at 6:05 PM. The Cable Committee adjourned at 6:05 PM. Rick James left the meeting. Gene Beaubien joined the meeting.

Emergency Management Director Stipend for FY17: Gene Beaubien, Emergency Management Director, met with the Selectboard to request that the EMD stipend for FY17 be kept at \$3,500, the same amount as the 3 prior years. He noted that the Town is still receiving some funding from Vermont Yankee for emergency management. John stated that VY will soon stop providing money, and it is important for the Town to develop a plan for its remaining balance of VY funds. A town-funded budget for Emergency Management was considered for FY17, but was not implemented because the Town would receive VY funding for another year or two. There was consensus among the Selectboard to keep the EMD stipend at \$3,500 for FY17, as that amount had been discussed during the budget process. It was agreed that a budget for Emergency Management should be part of the FY18 budget process.

CodeRED Services Agreement: Ray reported that after almost 18 months of on-again, off-again negotiations and legal review, the CodeRED license agreement between the Town and Emergency Communications Network, LLC is ready to be approved. While the license is still not perfect, the version presented tonight is much more balanced and fairer to the Town than the original license document. CodeRED is a web-based notification program that allows local officials to record, send and track personalized voice, email, text and social media messages to residents and citizens within the community.

Part of the \$1,500 annual cost of the CodeRED program will be funded with a recently applied for EMPG grant. The balance of the cost will be paid using VY funds. Randy made a motion, seconded by Greg, to authorize Ray to sign the CodeRED license agreement upon receiving notice that the EMPG grant has been awarded and activated for expenditures. The vote was unanimous in the affirmative. Beaubien left the meeting at 6:22 PM.

Review of Minutes: Greg made a motion, seconded by Randy, to approve the minutes from 11/14/16. The vote was unanimous in the affirmative.

Green Community Grant: Ray reported that two of the eight storm windows have been installed at the Riverside building. A site inspection of all grant-funded projects has been scheduled with DOER's Jim Barry for 12/12. The Final Report for the grant will be on the agenda for the Selectboard's 12/12 meeting.

Sewer I&I: Nothing to report.

Gill Elementary Well: Ray will be meeting with civil engineer Shawn Kimberley tomorrow to go over treatment system options and to begin filling out DEP application forms. John suggested that when the system is installed, there be provisions to sub-meter the electricity used by the various components.

Mariamante/Community Solar: Nothing to report.

Annual Reports: Nothing to report.

DEP Small Town Environmental Partnership: The Selectboard revisited an invitation from the Western Regional Office of the Massachusetts Department of Environmental Protection (DEP) to participate in their new STEP program. As explained in the invitation, STEP is a voluntary program offered to small towns to partner with the DEP to review environmental compliance of municipal facilities and to develop a strategy to correct any outstanding issues.

Ray reported on his conversation with DEP's Catherine Skiba. DEP would be willing to limit the Town's participation to a single building or department, if that's what the Town preferred. The program was only offered to towns with populations under 2,000. There might be a "Round 2" of the program, but it's not definite at this time. The program would begin after January 1st, and typically would involve a one-day site visit by several DEP staff, plus town personnel. The program only covers regulated facilities, so the Town Hall, Library, and Riverside Building would not be included.

The Selectboard expressed reservations about participating, noting already existing constraints on time and availability of existing Town personnel. It was decided to decline the invitation, but to request that DEP share the results and highlights from the first round of towns. Hopefully there will be a second or third round offered, and Gill could participate then.

Assignment of PILOT Agreement: Town Counsel has not completed her review of the assignment letter. It will be on the agenda for the 12/12 meeting.

Green Community 2016 Annual Report: The Selectboard reviewed the Town's Green Community Annual Report for 2016. It was noted that for FY16, the Town achieved and surpassed the goal of a 20% reduction in municipal energy use compared to the baseline year of FY10. FY16 had a 36% reduction, although it was noted that the 2015-16 winter was especially mild, and diesel fuel used by the Highway Department was much lower than normal. Randy made a motion, seconded by Greg, to authorize John to sign the Annual Report and for Ray to submit it to DOER. The vote was unanimous in the affirmative.

CPS Annual Meeting: The Selectboard received an invitation to the December 15th annual meeting of the Cooperative Public Health Service.

Kent Alexander left the meeting at 6:55 PM.

Warrant: The Selectboard reviewed and signed the vendor and payroll warrants, FY17 #11.

Adjournment: The meeting was adjourned at 7:20 PM.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.

Approved on 12/27/2016. Signed copy on file.

Randy Crochier, Selectboard Clerk

MBI Evaluation of Gill Cable Coverage

MBI analyzed premises data that the town of Gill provided concerning the proposed coverage of the Comcast plant extension as agreed to as part of the most recent franchise renewal. Over 90% of the MBI and town data was in agreement, a total of 583 matching premises records.

In total, the analysis shifts the served percentage in Gill from 95.2% of the premises using Gill's analysis to a 96.5% coverage percentage after MBI's verification. Using Gill's analysis leaves a shortfall of 5 premises to reach the 96% threshold of MBI's broadband extensions program, while MBI's data means that the coverage percentage is exceeded by 3 premises, a difference of 8.

Although a thorough desk review was conducted, there are some discrepancies and questions that cannot be addressed without a field survey. Even small changes due to private roads, long drops, treatment of units, and validity of premises makes a difference. Comcast has committed to 96% coverage and a reconciliation process, so any outstanding differences in the data will be addressed and accounted for during that process to ensure that 96% coverage is achieved.

Table: Post-buildout cable coverage statistics resulting from franchise agreement renewal.

GILL CABLE COVERAGE	# Premises (Town)	# Premises (MBI)	Matching Records
Currently Served	518	556	503
Served by New Extension	58	59*	56
Remaining Unserved	29	22	22
Total Premises	605	637	583
% Served	95.2%	96.5%	
Additional # to Meet 96%	5	-3	

* MBI's count of premises to be served by the new extensions matches the number provided by Comcast.



November 16, 2016

Board of Selectmen
Town of Gill
Town Hall
325 Main Road
Gill, MA 01354

Re: Cable Television Plant Extension

Dear Honorable Members of the Board of Selectmen:

I am writing to you regarding questions the Town has raised with regard to the extension of the Cable Television System under the recently renewed Cable Television Renewal License and the partnership Comcast has entered into with the Massachusetts Broadband Institute (MBI) under the Cable Line Extension Program. As you are likely aware, the MBI removed the Town of Gill from the Cable Line Extension Program, in part based on representations from Comcast that we intended to extend our plant in the Town of Gill so that at least 96% of the town would have access to Comcast services. Comcast based that representation on data published by the MBI in its Request for Proposals.

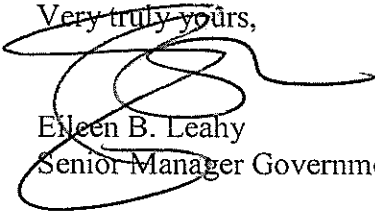
Pursuant to Section 3.2 (d) of the Cable Television Renewal License, Comcast agreed to extend the Cable Television System along certain portions of Mohawk Trail, Peterson Way, Barney Hale Road, Pisgah Mountain Road, Camp Road, Chase Road, Ben Hale Road, Atherton Road and Hale Drive and Trenholm Road. These portions are further described in the Renewal License. We believe that, based on the MBI data, these lines extensions will bring the Town of Gill to at least 96% coverage. However, as we discussed with the MBI, once our engineers design the plant in the town and take actual measurements, we may determine some discrepancy in the data. As part of our agreement with the MBI, we have included a reconciliation process with each town after our design is complete. While the Town of Gill is not included in the MBI agreement, Comcast will nonetheless participate in a reconciliation process with Gill. After the design is complete, we will meet with you to ensure that our proposed line extensions reach the goal of at least 96% coverage.

With respect to the construction schedule, the License requires that the extensions shall be completed within 36 months of the effective date of the license. I do want to state that Comcast remains committed to this requirement and anticipates that construction in the Town of Gill will proceed more expeditiously. We expect the design work to begin in early 2017. I will be in touch after this work to schedule a meeting to discuss the full schedule of the construction as well as the reconciliation process.

November 16, 2016
Gill Board of Selectman
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Please do not hesitate to contact me should you have any questions regarding the same or in regards to any other cable related matter. I can be reached at 413-730-4513.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Eileen B. Leahy', written over the typed name.

Eileen B. Leahy
Senior Manager Government and Regulatory Affairs

CODERED NEXT SERVICES AGREEMENT

This CodeRED® NEXT Services Agreement (“Agreement”) is made and effective as of the last date written below (the “Effective Date”) by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company (“Licensor”) located at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 and the Town of Gill, a body politic and corporate of the State of Massachusetts (“Licensee”) located at 325 Main Road, Gill, MA 01354.

Licensor is the owner of a service identified as “CodeRED® Emergency Notification System” (the “Service”), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the “License”) to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee’s access codes, unless such use was made through fault of Licensor.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to **five (5)** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

- 2. Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee’s License confers no title or ownership in the Service or its underlying technology.
- 3. Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee’s community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the Town of Gill, Massachusetts (the “Calling Area”). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous states of the United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- 4. Term:** This Agreement, and the License extended herein, will continue for a period of **three (3) years** (the “Initial Term”) commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and all Renewal Terms, collectively, the “Term”) or as otherwise set forth herein, Licensee’s access to the Service will be terminated.
- 5. Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is based upon a multi-year, discounted rate and predicated on a population within the Calling Area not to exceed **2,500**. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor’s then-current rates. Payment for the Service is due and payable upon Licensee’s receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to Licensor at the address set forth in paragraph 15. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this

Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. Discount Contract Extension: Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement may extend for additional three-year periods (each a "Renewal Term"). If activated, this contract extension provision will continue to extend the Agreement period by three (3) additional years at the end of the Initial Term and each Renewal Term. Licensee's extension of the Agreement for a Renewal Term shall be deemed activated upon Licensor's acceptance of any of the following prior to the end of the Initial Term or then-current Renewal Term: Licensor accepts a renewal letter, electronically or hard copy, from Licensee; Licensor accepts a Purchase Order for payment of the Service for one additional year from Licensee; or Licensor accepts payment from Licensee for one additional year of the Service. In the event the Agreement is extended:

a) Licensor will update its systems to extend the License and associated access codes for three additional years of use;

b) Licensor will invoice Licensee for additional year(s) of Service at the continued, multi-year discounted rate of **four thousand five hundred dollars (\$ 4,500) per three-year Renewal Term which may be paid in annual installments of one thousand five hundred dollars (\$1,500) per year**, and

c) Licensee agrees to pay the contract extension fee in accordance with paragraph 6.b) upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

Licensee understands and agrees that its failure to extend the Agreement pursuant to this section may result in increased costs for the Service in the event that Licensee requests Licensor to provide any services to Licensee after the expiration of the Term.

7. Termination:

a) Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor and Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service, except for those files and documents that must be retained to comply with laws or regulations related to Public Records and Records Retention.

b) Licensor, in its sole discretion, may also terminate this Agreement: i) for any reason by providing no less than 90 days advance written notice, and in such case, Licensor will refund to Licensee an amount equal to the daily-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute (as defined on Exhibit A) used by Licensee; ii) immediately, and without further notice, as a result of Licensee's failure to cure a breach of this Agreement, (except for breaches set forth in paragraph 7.b).iii) below) within thirty (30) days from Licensee's receipt of notice of breach from Licensor, and in such case, no fees paid hereunder shall be refunded; or iii) immediately, and without further notice, as a result of Licensee's failure to use the Service in accordance with applicable law, and in such case, no fees paid hereunder shall be refunded and all fees then-due shall be paid in full by Licensee.

c) Licensee, in its sole discretion, may also terminate this Agreement: i) for any reason by providing no less than 30 days advance written notice, and in such case, no fees paid hereunder shall be refunded and all fees then-due shall be paid in full by Licensee; or ii) immediately, and without further notice, as a result of Licensor's failure to cure a breach of this Agreement within thirty (30) days from Licensor's receipt of notice of breach from Licensee, and in such case, Licensor will refund to Licensee an amount equal to the daily-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute (as defined on Exhibit A) used by Licensee.

8. Copyright: Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except as set forth herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual

property claims related to the Service or data processed through the Service, excluding any notification data provided by Licensee to Licensor for use in the Service.

- 9. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 10. Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the accuracy, completeness, usability or quality of any Licensee supplied or third-party supplied data. Any errors, duplications, or inaccuracies related to Licensee or third-party supplied data will be the responsibility of the Licensee.
- 11. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once notifications have been released from Licensor's equipment, the ultimate delivery of the notifications depends on the recipient's local network. As a result Licensor cannot guarantee the delivery of notifications to a recipient.
- 12. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless, Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of

1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

The Licensor will indemnify, save harmless, and exempt the Licensee, its officers, agents, servants, and employees from and against any and all debts, demands, actions, causes of action, legal proceedings, suits, accounts, covenants, contracts, agreements, damages, costs, expenses, attorneys' fees, and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of any claim of infringement which arises due to Licensee's use of the Service, provided such claim did not result due to modifications to the Service made by Licensee.

13. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Any Confidential Information disclosed by the Licensor to the Licensee will be explicitly identified as such, so that the Licensee can responsibly handle and safeguard the Confidential Information. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will allow Licensor a reasonable opportunity to object to such request, at Licensor's sole expense, if deemed necessary by Licensor, prior to Licensee's disclosure of any requested Confidential Information. The Licensor will promptly notify the Licensee of the receipt of any subpoena for Licensee supplied data, or other similar order and will forward to Licensee any request under the Public Information Act or any other similar law related to Licensee.

14. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

15. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174

As to **Licensee:** Town of Gill, Attn: Ray Purington/Administrative Assistant, 325 Main Road, Gill, MA 01354

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 16. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, prior to the initiation of any litigation or other legal proceeding, to non-binding mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement which is executed by both parties during such mediation may be enforced in any court of competent jurisdiction.
- 17. Interpretation and Severability:** In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable, as long as the remaining provisions continue to reflect the original intent of the Agreement.
- 18. Availability of Funds:** The compensation provided by this Agreement is subject to the continued availability of the Licensee's funds and appropriations and the continued availability of any other funds anticipated or earmarked for the services to be performed. In the event of a termination under this paragraph, Licensee understands and agrees that Licensor will not refund any amounts prepaid by Licensee and Licensee agrees to pay in full for all access or utilization of the Service, whether occurring before or after the proposed termination date set forth in this paragraph.
- 19. Nondiscrimination:** Each party to this Agreement shall not discriminate against any person because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran, age, handicap, or any other protected class under the law.
- 20. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
- 21. Survival:** The obligations set forth in paragraphs 2, 5 and 11-21 herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Town of Gill, Massachusetts

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

Three (3) year Discount CodeRED NEXT Service Agreement \$ 4,500.00

Payments due in annual installments of **\$ 1,500.00**

Unlimited CodeRED System Minutes "System Minute" means sixty (60) seconds of connected call time in the Service.	\$ <u>Included</u>
Up to 5 CodeRED user pass codes Additional pass codes may be purchased for an annual fee of <u>\$150.00</u> per pass code.	\$ <u>Included</u>
One (1) CodeRED distance training session Additional distance training sessions may be purchased for <u>\$150.00</u> per hour (one hour minimum).	\$ <u>Included</u>
Initial Residential Database Upload	\$ <u>Waived</u>
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>

Database Accuracy Updates:

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

2.5¢ per record in final updated database population.

Licensee Supplied Database: Licensor will supply the Licensee with a standard database format that, if used correctly, will avoid service labor fees. A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any extraordinary data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor. Licensor shall receive approval from the Licensee before incurring service labor fees on databases supplied on the Licensee's behalf.

\$100 per hour for database maintenance

Professional Services may be purchased from Licensor under separate, written addendum.

CODE RED[®]

Alert. Inform. Affect Lives.

Proposal presented to

Gill, MA
on March 1, 2015.



select
audience



record



launch



notify

PETE APPLGARTH REGIONAL SALES MANAGER

TEL 866 939 0911 x1306
CELL 386 681 7456
EMAIL papplegarth@ecnetwork.com
WEB ecnetwork.com
OFFICE 9 Sunshine Blvd. Ormond Beach, FL



Emergency Communications Network[®]

866-939-0911 | ecnetwork.com

Find us





Emergency Communications Network

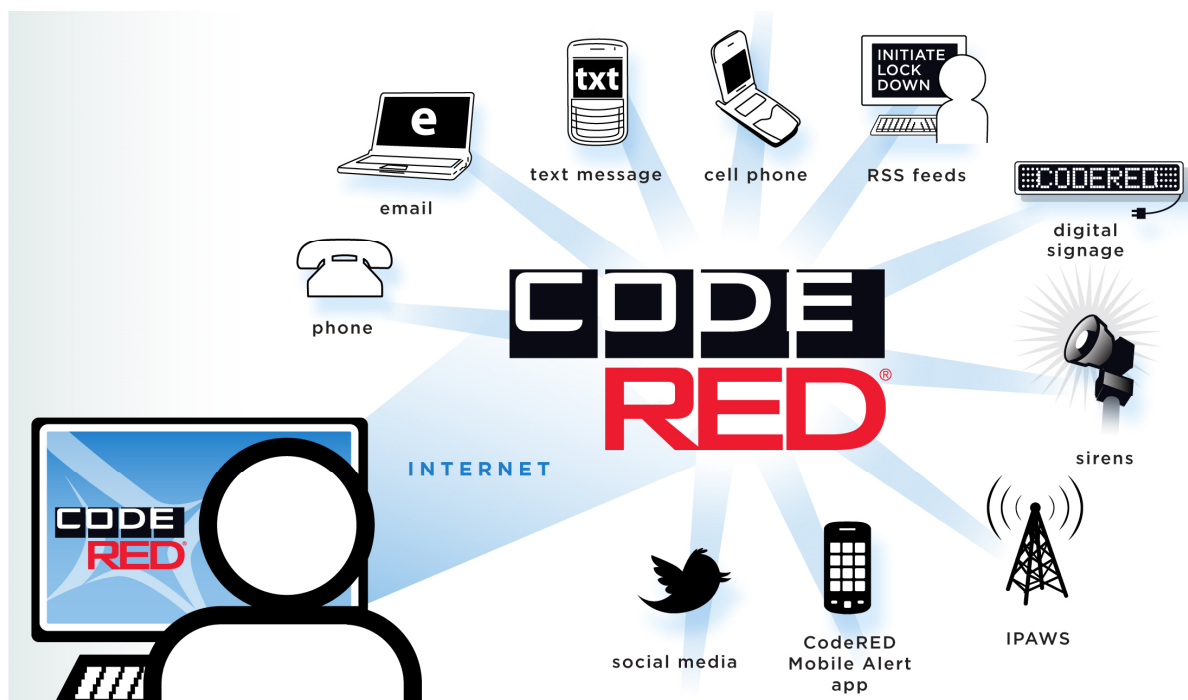
Emergency Communications Network, LLC (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

ECN's Web-based product suite features three hosted solutions for municipalities:

- CodeRED® for community and staff notifications
- CodeRED Weather Warning™ for automated severe weather alerts
- MyDailyCall™ for checking on at risk individuals

CodeRED

The CodeRED solution was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to citizens as well as staff. ECN employs proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system which has been in operation since 1998.





CodeRED Mobile Alert app

This latest innovation in the public safety arena answers the question asked by Emergency Managers nationwide, *how do we communicate with people in our jurisdiction who do not reside there*, by providing a location based method to deliver CodeRED initiated messages. The app is geo-aware and sends push notifications to the subscriber's device when alerts are issued for the area they are in. This advanced technology enables local officials to reach those passing through their jurisdiction and also protects citizens when traveling outside their local coverage area in any community that uses CodeRED.

Simple implementation. The CodeRED system is operational right now and is ready for use today. With no equipment to install nor phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by ECN and are instantly available to enable users to easily target residents and businesses by specified area.

Ease of use. The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, ECN built the feature rich interface with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via web seminar to ensure staff is always comfortable with the system and confident in their ability to launch a notification.





Live client support. Available 24/7/365, the Client Support Department at ECN staffed by poised individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations, and when appropriate, they reach out to clients to provide suggestions and support for system use.

Technology. ECN's robust platform and sophisticated infrastructure include multiple built-in redundancies to support thousands of jobs running simultaneously.



Proprietary, trademarked technology is used to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. If a call is missed, message recipients may simply dial the system back, toll-free, to hear the last message delivered to their phone. This Universal ANI® feature is not only a convenience for notification recipients, but also serves clients as it relieves inbound calling pressure on often overworked emergency lines.

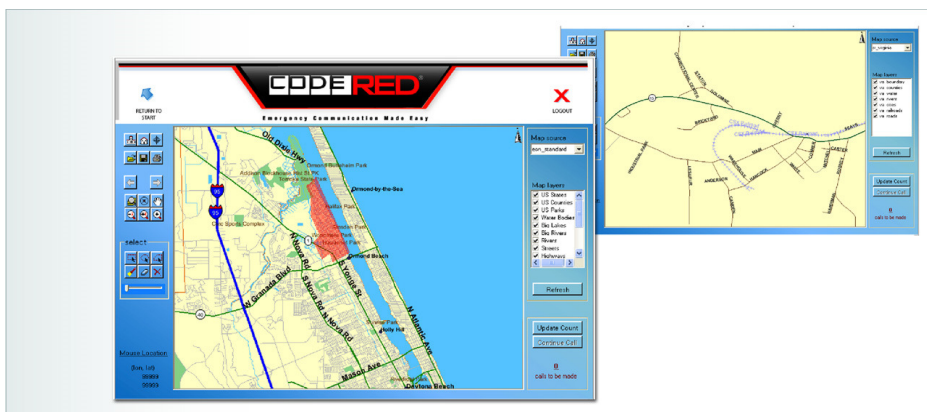
Further, ECN manages its entire network to maintain control over dialing and doesn't rely on third party, shared lines to place calls. This dedicated network ensures client jobs launch immediately and do not have to be queued or compete for available phone lines with other dialing priorities. And by eliminating dependence on third party Service Level Agreements (SLAs), an entire layer of potential failure is removed.



Speed. ECN's massive system capacity is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match local telephone infrastructure, resulting in more connected calls, less network congestion and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when what matters most is communications getting through as quickly as possible.



Mapping. For use when messages need to be geographically targeted, the Web-based mapping interface, written by ECN, is both intuitive and easy to use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. ECN hosts all components of the mapping interface, relying on no third party providers.

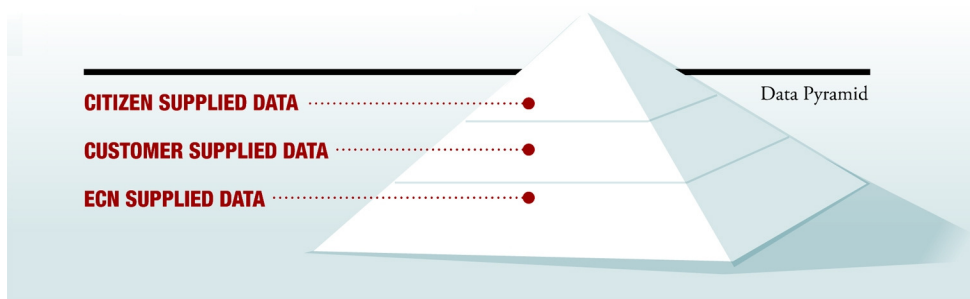


ECN includes local mapping with the license of CodeRED, and additionally has the ability to provide custom maps by using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no



requirement for client communities to purchase GIS software and also no need to utilize internal resources to host, maintain or update maps.

Calling data. Each client accesses a database which is populated by drawing from multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by ECN's custom multi-layer geo-coding service.



ECN provides initial calling data for immediate use; this allows communities to be up on CodeRED quickly. Data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.

The middle data tier is supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. ECN geo-codes all client supplied data as part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries on the Community Notification Enrollment (CNE) page. ECN provides a custom Web page for each community that allows residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements to further populate the database. All information added to CNE is instantly available for use in CodeRED.

Validata®. The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid are removed to create a cleaner, more efficient calling list.

Internal use. The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. ECN developed this multi-



channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs and official comment direction. With a few clicks of the mouse multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify that the information was delivered rapidly and accurately.

Integrated Public Alert and Warning System (IPAWS). ECN, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel as an Alert Disseminator in support of the FEMA program. (fee associated)

Affordability. ECN has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.

ECN's pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently used every day by clients from coast to coast. To find out why the CodeRED high-speed notification solution is selected by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED, you can hear directly from them the advantages of the system.



Cost Proposal

The Web-based CodeRED® service, from Emergency Communications Network LLC (ECN), was designed specifically to enable clients to rapidly record, send and track personalized voice, email, text and social media messages. The dedicated, triple redundant network and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A Three (3) year license includes 24/7/365 uninterrupted CodeRED system access and the following

- CodeRED system set-up and training
- Unlimited Voice messaging
- Unlimited CodeRED mobile app, text, email and social media messaging
- Residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Design and hosting of custom Web page for community enrollment

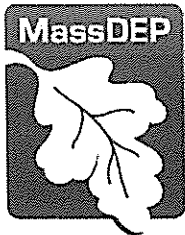
\$1,500 = Annual Cost

***CodeRED is available for procurement through the GSA & MA State Contract**

CodeRED proposed pricing will remain in effect as long as a client and thank you for the opportunity to submit this proposal

PETE APPLGARTH REGIONAL SALES MANAGER

TEL 866 939 0911 x1306
CELL 386 681 7456
EMAIL papplegarth@ecnetwork.com
WEB ecnetwork.com
OFFICE 9 Sunshine Blvd. Ormond Beach, FL 32174



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

November 3, 2016

Mr. John Ward, Chair
Board of Selectmen
325 Main Road
Gill, MA 01354

Re: Small Town Environmental Partnership

Dear Mr. Ward:

The Massachusetts Department of Environmental Protection (MassDEP), Western Regional Office (WERO) is launching the Small Town Environmental Partnership (STEP) initiative and is inviting you to consider participating. Our goal is to strengthen the environmental partnership between small communities and MassDEP - WERO thereby improving environmental protection, public health and quality of life for residents.

STEP is a voluntary program offered to small towns to partner with MassDEP to review environmental compliance of municipal facilities and to develop a strategy to correct any outstanding issues. MassDEP identified the need for this initiative through recent routine inspections where common issues of non-compliance have been identified, specifically in our small, rural communities. A common example is proper registration as a hazardous waste generator. It is our belief that a proactive review of municipal facilities will identify environmental and public health concerns and allow MassDEP and towns to develop a mutually acceptable plan to address those concerns in a reasonable time frame.

Our plan is to conduct a compliance audit of facilities which will include an inspection and paperwork/documentation review. The inspection will be done in conjunction with municipal officials, to assess compliance and the use of best management practices. Following the compliance audit, MassDEP will provide technical assistance and guidance targeted at improving environmental quality and future compliance. Should the audit identify violations, participating communities will enter into an agreement in the form of a Consent Agreement or other appropriate agreement containing a negotiated schedule to return to compliance for violations which do not involve an immediate threat to public health, safety, or the environment. MassDEP will work with towns on a mutually acceptable schedule, and while it is MassDEP's

This information is available in alternate format. Call the MassDEP Diversity Office at 617-556-1139. TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Printed on Recycled Paper

intention to waive penalties for violations discovered under this agreement, any overt or imminent threat to public health, safety, or the environment that is discovered must be addressed immediately.

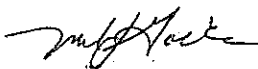
MassDEP will conduct a pre-audit conference call with municipal officials to discuss the scope of the audit, needs of the community, and the existing information gathered by staff from databases and reports. The audit will be conducted with a multi-discipline MassDEP inspection team and local officials in attendance. A brief wrap up meeting will be conducted following the audit with staff providing to the municipality applicable information packets (Best Management Practices, Clean Energy Results Program, - energy efficiency and funding opportunities, Brownfields Program, Wetland Circuit Rider, Community Compact information, Green Communities Program information, etc.) a summary of findings, and discussion of additional technical assistance documents that may be needed. If appropriate, a draft agreement will be prepared for review shortly after the audit.

In summary, the STEP initiative is a voluntary program. The STEP initiative is in addition to MassDEP's routine inspections and provides towns an opportunity for a more holistic review of its facilities rather than inspections of a single facility. As such, it will provide a better opportunity for planning and prioritization associated with environmental and public health needs associated with the town's operation of its facilities. We have included the attached form and ask that if you agree to participate, please complete the checklist regarding regulated facilities in your community and return the checklist to our office. We recognize that this issue may require a review and approval of the Board of Selectmen but ask that you respond by **December 15, 2016**.

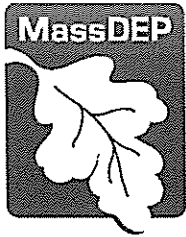
We anticipate staff resources to accommodate approximately 10 to 12 communities. If you have agreed to participate, we will contact you regarding our ability to include your community in the first round of this initiative. Please feel free to address your response to Catherine Skiba at MassDEP, 436 Dwight Street, Springfield, MA 01103, via e-mail to Catherine.skiba@state.ma.us, or fax (413) 784-1149.

I greatly appreciate your time in considering this opportunity. Please feel free to contact me or Catherine Skiba at 413-755-2119 if you have any question about this initiative.

Respectfully,



Michael J. Gorski
Regional Director
Western Regional Office



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

Small Town Environmental Partnership

The Town of _____, agrees to participate in the Small Town Environmental Partnership, environmental audit program with the MassDEP Springfield Regional Office. (Please add signatures as needed)

Print Name

Signature

Date

Municipal Facilities

Please check all that apply and indicate if your municipality has more than one of any particular facility such as multiple public water systems.

Please include Wastewater and Water Districts and note whether or not the water and/or wastewater facilities are Districts if not directly part of the municipality. If the Districts are not municipal utilities, we ask that you contact the Districts to determine if they would agree to participate in this initiative.

Highway or Public Works Garage

Wastewater Treatment Facility / Pump Stations

Public Water System

Transfer Station

Compost/Leaf and Yard Waste Site

Other – Examples cemeteries, salt sheds, managed lakes and ponds, confirmed hazardous waste release sites, etc.

- _____
- _____
- _____
- _____

GREEN COMMUNITY ANNUAL REPORT

- 1) In order for a municipality to maintain its Green Community Designation and be eligible for the next available Green Communities funding opportunity, annual reports must be submitted **no later than December 2, 2016 for the reporting period July 1, 2015 – June 30, 2016**. Late reports may deem a community ineligible for future Green Communities grants.
- 2) Please be certain to address all areas in full. If certain requested information does not apply, then please note it as "N/A."
- 3) Please follow the instruction for reporting on each Criteria on the individual Criterion Excel Sheets.
- 4) If you have any questions on these reporting requirements, please contact your DOER Green Communities Regional Coordinator (RC). The objective is to have a dialogue with Green Communities staff **BEFORE** the report is due so that minimal follow-up with the municipality is required after the due date.
- 5) Print, fill out completely, and submit a signed copy of this page of the completed annual report as a PDF via the online system.
- 6) Submit your community's full Excel file electronically as Excel via the online system with any other supporting files. **This page must be signed, made into a PDF, and submitted as a separate file.** Please submit only **one Excel file** for the annual report. DOER will not accept multiple spreadsheets
- 7) NOTE: In the case of any criteria violations(e.g. a vehicle purchased that does not meet the fuel efficient vehicle policy), the municipality will be asked to provide a corrective action plan. A first-time violation will be factored into consideration when DOER awards funds under the next available Green Communities funding opportunity. A second violation may prohibit the municipality from being eligible for any funds in the next available Green Communities funding opportunity.
- 8) Fields highlighted in yellow should be completed by Green Communities.
- 9) Fields highlighted in green should be pre-populated by the Regional Coordinators

Date Designated: July . 2012

Date of Annual Report Submission 11/30/2016

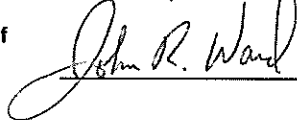
Name of Preparer of Annual Report Ray Purington

Title Administrative Assistant

Municipality Name GILL

I confirm that I have reviewed this report and verify all information is true.

Signature of Chief Executive Officer



The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

Criteria 1 and 2

Type of as-of-right siting approval received:

Generation; Solar

Type of expedited permitting approval received:

Local

REGULATIONS (zoning & permitting):

1) Have any significant changes been made to the **zoning district(s)** for which the community received Green Communities designation? Significant changes, such as changes to the geographic extent of the district, allowed uses, and dimensional requirements, would impact the ability to construct a qualifying clean energy use in the district. Overlay districts, such as water protection districts that impose special permitting requirements, count as significant changes.

If **yes**, submit the same documentation required for designation for CR1 to verify that you still meet the requirements (applicable sections of the zoning by-law, definitions, as well as a revised zoning map.)

Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal counsel.

NO

2) Have any significant changes been made to **site plan, design, or other development review criteria** or any permit review procedures that would impact the ability to permit qualifying clean energy uses as-of-right and in a timely manner? Significant changes would be anything that pertains to the "by-right" nature of the zoning or to the amount of time necessary to review required permits.

If **yes**, attach a letter from municipal counsel that describes the changes, illustrates any potential impact on the siting of clean energy projects, and affirms continued compliance with the Green Communities As-of-Right Zoning and Expedited Permitting criteria.

Please select YES or NO in the dropdown on the right. If YES, attach letter from municipal counsel.

NO

3) Has the space designated for "as-of right" development for which the community received Green Communities designation been reduced?

Please select YES or NO in the dropdown on the right. If **YES**, explain what has happened since the community applied for, and received, Green Communities designation and describe any plans the community may have to make such development feasible again

NO

NARRATIVE:

PERMITTING:

Have any clean energy projects applied for approval **under the zoning for which the community received Green Community Designation?**

YES

Please select YES or NO in the dropdown on the right. If YES, fill out or update Table 1 below:

<p align="center">Table 1 Expedited Permitting Projects (Please add rows as required) Click here to view a sample version of this table.</p>									
PROJECT NAME	Type (Generation (Capacity), R&D, and/or Manufacturing)	As-of-right designated location	Applicant	Project Description	Permit(s) (use as many rows as required)	Status	Date Submitted	Decision Date	Other Pertinent Information
NMH / Borrego Solar	Renewable Energy (solar) 2.77 MW (DC)	Not "by right" due to location and MW size	Borrego Solar on behalf of Northfield Mount Hermon School	2.77 MW (DC) ground-mounted solar installation on 11.37 acres	Site Plan Review (Gill Zoning Board of Appeals)	Granted	2/11/2016	4/12/2016	Site prep started in October 2016
					Site Plan Review (Gill Zoning Board of Appeals)	Approved	2/11/2016	4/12/2016	
					Wetlands (Gill Conservation Commission)	Approved	2/10/2016	4/12/2016	
To insert additional rows, select this row, right-click, and select "Insert."									

Criterion 3 Instructions: Complete Steps 1-7 Below

1. Read and complete all questions below.

2. Complete Table 2: Progress

Please complete Table 2 on next page. ALL categories are required, with the exception of open space.

Fuel use from all vehicles, including those characterized as exempt AND non-exempt under Criterion 4, must be included.

Renewable Energy is a fuel source and the amount of renewable energy consumed by the Green Community must be included.

If you are using MEI. Please note that there is a new report available (entitled Energy Reduction Plan Guidance Table 2). This contains the data you need to enter into Table 2 . Please review the data in MEI and, if accurate, enter it into the Table 2 on the next page. Note also that if you click on the "years" down arrow on that MEI report, you can choose which year is your baseline year.

3. Complete Table 3: Energy Use

REMEMBER to load all diesel, gasoline, heating oil and propane energy usage, as well as renewable energy usage that is NOT net-metered, into MEI prior to providing a date that your data is complete. Also, confirm that Table 3 in MEI matches the data provided in Table 2.

If your community uses MassEnergyInsight (MEI) to provide data for Table 3, provide the date the information in MassEnergyInsight was last verified. By including a date below, you are **confirming that the information in MEI is accurate and complete (including all fuels and renewable energy)** and that you wish to report your Green Community annual energy usage directly through MEI. If your community does not use MEI, please complete "Crit 3 - Tbl 3 Non-MEI User Only."

10/18/2016

WEATHER NORMALIZED DATA - DOER will allow Green Communities to choose to assess their progress using weather-normalized data through a DOER-approved weather normalization methodology. Qualifying methods include use of MassEnergyInsight or Energy Star Portfolio Manager. Please contact your Regional Coordinator for assistance if you use a different energy-tracking tool.

Enter weather-normalized total energy consumption for each year of your ERP in Table 2, Row 14. In MassEnergyInsight, this information is available in the Baseline - Weather Normalized report.

To include a percentage of the energy use of a Regional School district, please include 3 versions of Table 2: one for the combined and final totals, one for the municipality alone, and one for the RSD (in its entirety, noting the applicable percentage).

3. Complete Table 3: Energy Use

REMEMBER to load all diesel, gasoline, heating oil and propane energy usage, as well as renewable energy usage that is NOT net-metered, into MEI prior to providing a date that your data is complete. Also, confirm that Table 3 in MEI matches the data provided in Table 2.

If your community uses MassEnergyInsight (MEI) to provide data for Table 3, provide the date the information in MassEnergyInsight was last verified. By including a date below, you are **confirming that the information in MEI is accurate and complete (including all fuels and renewable energy)** and that you wish to report your Green Community annual energy usage directly through MEI. If your community does not use MEI, please complete "Crit 3 - Tbl 3 Non-MEI User Only."

10/18/2016

4. Complete Table 4: Energy Conservation Measures (ECMs)

Update your ECMs in Table 4 by: 1) changing the status and status date for any ECMs already included, 2) adding any new ECMs, 3) and providing an ECM type in Column F.

If your community uses an Energy Management Services (EMS) Agreement, your EMS annual report may be used to fulfill your Green Communities Annual Report Table 4 requirement. Please provide the date it was filed with DOER, or the date it will be filed if filing is anticipated in the next six months. Other efficiency measures undertaken independently of the performance contract should be reported using Table 4. All other portions of the Green Communities Annual Report must be completed.

DATE:

5. Complete Table 5: Renewable Energy Projects

Update your RE projects in Table 5 by: 1) changing any status dates, 2) adding, in bold, any new RE projects, and 3) drawing a line through any RE projects that have been abandoned.

Does your Green Community use any energy produced by renewable energy within your community? For example, solar PV systems installed on school or municipal buildings, RE PPAs in which the town buys the electricity, or renewable thermal. Please select YES or NO in the dropdown on the right. If YES, complete Table 5.

NO

6. Provide a Narrative

Sample Narrative: Our buildings have a 12 percent decrease in energy use and the vehicles have a 4 percent reduction. We have implemented projects in the Town Hall and would have expected larger savings. We are investigating this. We are also intending to implement a large retrofit at the drinking water treatment plant this year that should yield a significant level of savings.

NARRATIVE: The Town reached its 20% reduction in overall energy consumption, but as usual, going forward that may be affected by weather conditions. Using data from Mass. Energy Insight (MEI), the Town's overall use of heating oil, diesel, gasoline, and electricity consumption has decreased by 36% since 2010, our GC baseline year.

Mass Energy Insight enables us to track the energy usage at all Town buildings. The Town Hall used 259 fewer gallons of heating oil in 14/15 than in 13/14. From a total energy used standpoint, in FY14, the Town Hall used 187 MMBTU. In FY15, it was only 149. And in FY16, it went down to 125 MMBTU. All three MMBTU numbers are weather normalized. The installation of an electric water heater this year has allowed employees to turn off the oil-fired boiler during the warmer months of the year. We anticipate a reduction in heating oil use of 62 gallons per year in the future, and possible savings in summer time cooling

Provide a brief narrative explaining changes seen and what is anticipated for the next year. Any notes on successes or challenges are welcome.

costs due to the reduction of heat from the boiler. The Town will be exploring the possibility of ground source heat in the near future. We have been awarded a Municipal Energy Technical Assistance grant of \$12,500 this year for a ground source heat feasibility study.

In 2015, the Town purchased all Town street and flood lights from Eversource, and converted the high pressure sodium fixtures and lights to LED's. The Town's energy costs for street lights decreased by 85% in 2016 (month over month).

The building improvements made to the Town's Riverside Building in 2015 have led to significant reductions in energy use. The installation of mini-splits, blown insulation, new windows and storms, in addition to air sealing, contributed to the reductions. In fiscal year 2014 the Riverside building used 304 MMBTU's. Because of the improvements, the Town used only 49 MMBTU's in 2016, an 84% reduction over two years.

In the Town's Slate Memorial Library, Indows were installed this year. Indows are commercial grade window inserts. We anticipate energy savings going forward. Our librarian has commented on how the Indows have significantly reduced the draftiness of the building. While it is still early in our experience, for very large windows, these rigid inserts seem to perform better than homemade, wood-framed plastic-film inserts. They may be a good solution for inserts at the Riverside Building.

The Town continues to experience a rise in vehicle energy use. Fire department call activity continues to increase since the baseline year, and vehicles are aging and becoming less fuel-efficient. With the purchase of a used backhoe, we anticipate the highway fuel consumption to rise. The Town did not own a backhoe and therefore approved the purchase to eliminate the rising costs of renting a vehicle and operator. The Town will also be purchasing a new police cruiser, which may be more fuel-efficient than the cruiser being replaced.

The Town continues to seek new ways to raise energy awareness on a town-wide basis and will continue to offer energy saving workshops.

7. Building Stock Changes

[Please describe any building stock changes that have occurred since your GC baseline year. Include the year and whether any changes are a replacement, addition, removal or renovation. For more detailed information, click here for our Guidance.](#)

September 2015 (FY16) - Town Hall, first floor - converted 16'x24' of open floor space into (2) enclosed offices, replacing (2) similarly sized cubicle-wall workspaces that were in the same room. There was no change in number of light fixtures or amount of baseboard heating.

Criterion 3 Step 2: Complete Table 2 - Progress

Table 2: Timeline of Annual Municipal Energy Use

	Baseline MMBtu	Year 1 MMBtu	Year 2 MMBtu	Year 3 MMBtu	Year 4 MMBtu	Year 5 MMBtu	Year 6 MMBtu	Year 7 MMBtu	Year 8 MMBtu	Year 9 MMBtu	For Most Recent Year: Change vs. Baseline (%)
Note Fiscal or Calendar Year	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16				
Buildings	3,221	1,543	1,882	2,426	2,874	2,949	1,843				42.8%
Open Space											#DIV/0!
Street & Traffic Lights	74	78	79	78	77	77	20				73.0%
Vehicles	1,319	1,273	1,251	1,285	1,339	1,482	1,029				22.0%
Water/Sewer	26	25	22	20	22	23	22				15.4%
TOTAL ENERGY CONSUMPTION (NO Weather Normalization)	4,640	2,919	3,234	3,809	4,312	4,531	2,914	0	0	0	37.2%
TOTAL ENERGY CONSUMPTION (Weather-Normalized)	4,555	2,981	3,453	3,924	4,127	4,321	2,931				36%

Criterion 3 Step 4: Complete Table 4 - ECMs

[Click here to view a sample version of this table](#)

Table 4 Energy Conservation Measures Data																	
ECMs			Status		Energy Data						Financial Data					Reference Data	
Building/Site Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status (select one from drop-down)	Status Date (Completed with month/year or planned Qtr/year)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings
Elementary School	Energy Mgt System	Building Control	Complete	6/2012			1,139				\$2,629	\$92,427	\$0		\$92,427	EECBG, energy savings	Siemens Year 1 Performance Assurance Report, page 1
Elementary School	Boiler & DHW Replacement	HVAC	Complete	6/2012			1,977				\$4,562	\$107,264	\$0		\$107,264	EECBG, energy savings	Siemens Year 1 Performance Assurance Report, page 1
Public Safety Complex	Boiler Replacement & Steam Conversion	HVAC	Complete	3/2013			1,260				\$4,000	\$56,000	\$0	\$0	\$56,000	Town Funds	Gill Capital Project Request Form; Informal Memo from F.W. Webb
Elementary School	Lighting Upgrade	Interior Lighting	Complete	6/2012	24,605		-221				\$3,796	\$56,702	\$0	\$6,585	\$50,117	EECBG, energy savings	Siemens Year 1 Performance Assurance Report, page 1
Elementary School	Building Envelope	Weatherization	Complete	6/2012			274				\$633	\$5,958	\$0		\$5,958	EECBG, energy savings	Siemens Year 1 Performance Assurance Report, page 1
Riverside Municipal Building (Utility Incentives are TBD)	Insulate & Air Seal Attic	Weatherization	Abandoned	Q2 2014											\$0		Bales Energy Associates "Energy Study for Riverside / Four Winds School" page 6, ECM 2
Riverside Municipal Building (Utility Incentives are TBD)	Insulate First Floor Walls	Weatherization	Abandoned	Q2 2014											\$0		Bales Energy Associates "Energy Study for Riverside / Four Winds School" page 6, ECM 3
Riverside Municipal Building (Utility Incentives are TBD)	Boiler Replacement	HVAC	Abandoned	Q3 2014											\$0		Bales Energy Associates "Energy Study for Riverside / Four Winds School" page 6, ECM 1
Town Hall (Utility incentives are TBD)	Boiler Replacement & Mini DHW Tank	HVAC	Abandoned	Q3 2014											\$0		Bales Energy Associates "Energy Study for Gill Town Hall" page 6, ECM 1A
Slate Memorial Library (Utility Incentives are TBD)	Furnace Replacement & Mini DHW Tank	HVAC	Abandoned	Q3 2014											\$0		Bales Energy Associates "Energy Study for Slate Library" page 7, ECM 1
Town Hall (Utility incentives are TBD)	Insulate & Air Seal Attic	Weatherization	Abandoned	Q3 2014											\$0		Bales Energy Associates "Energy Study for Gill Town Hall" page 6, ECM 2B
Slate Memorial Library (Utility Incentives are TBD)	Insulate Walls, Top Attic & Sloping Roof	Weatherization	Abandoned	Q3 2014											\$0		Bales Energy Associates "Energy Study for Slate Library" page 7, ECM 2C
Vehicles	Idleright device for 1 police cruiser	Vehicles	Complete	3/2013					117		\$400	\$555	\$555	\$0	\$0		Havis Idleright ROI Calculator
Sewer Pump Station	Pump Replacement	Pump, motor, drive	Complete	4/2012	750						\$122	\$60,000	\$0	\$0	\$60,000	CDBG Repayment Fund; Sewer Funds	Comparison of FY12 and FY13 Actual Consumption

Town Hall, Gill Elem School, Slate Library, Public Safety Complex, Riverside Municipal Building	Bike Racks	Vehicles	Complete	8/31/2013								\$2,203	\$2,203	\$0	\$0	Gill Bike Rack Installation, Gill Bike Rack Quote	
Town Hall	Energy Savings Campaign / Workshops	Behav & Training	Complete	12/14/2015								\$6,190	\$6,190	\$0	\$0	Gill Energy Saving; 2015 Gill Workshop schedule and descriptions.docx; 2015-0212 Energy Savings Education Campaign budget for GC request.xlsx	
Town Hall, Riverside Municipal Building, Slate Library	Supplemental Energy Audit (to ASHRAI Level II regs.) to investigate applicability and energy savings of heat pump systems.	Other	Complete	5/1/2014								\$6,210	\$6,210	\$0	\$0	Gill Heat Pump Audit; "04-08-14 Amended BEA Gill Heat Pump Projects Proposal.pdf"	
Town Hall	Attic Insulation & Weatherization	Weatherization	Complete	12/1/2014				138				\$441	\$13,623	\$13,623	\$0	\$0	04-22-14-BEA-Final-Gill-Town-Hall-w-added-Heat-Pumps-4G-2RP.pdf
Riverside Municipal Building	Attic and Wall Insulation and Weatherization	Weatherization	Complete	1/1/2015				1,112				\$3,552	\$18,969	\$18,969	\$0	\$0	04-22-14-Final-BEA-Gill-Riverside-Report-w-Heat-Pump-Added-2G-4RP.pdf
Town Hall	Geothermal Feasibility Study	Other	Complete	11/15/2014								\$1,420	\$1,420	\$0	\$0	2014-0908 Geothermal Consulting agreement - Gill Feasibility Study.docx	
Streetlights	LED Sreetlight Coverion - purchase streetlight inventory from WMECO/EVERSOURCE, purchase and install LED fixtures	Exterior Lighting	Complete	12/31/2015	12,873							\$5,151	\$30,057	\$22,757	\$7,300	\$0	2015-0113 LED Streetlight Project for DOER.xlsx (3 tabs)
Riverside Municipal Building	Heating System - Replace current system with distributed air-to-air split system heat pumps	HVAC	Complete	12/31/2015	-21,550			3,257				\$7,537	\$57,800	\$55,843	\$1,957	\$0	"03 Gates - Riverside Building Project Plan.pdf" & "04 04-22-14-Final-BEA-Gill-Riverside-Report-w-Heat-Pump-Added-2G-4RP.pdf"
Slate Memorial Library	Window Inserts - acrylic "Indow" brand window inserts	Weatherization	Complete	4/30/2016									\$4,518	\$4,518			1-2015-1120 Indow Estimate-Gill Library.pdf; 2-Indow Window Product Data Sheet.pdf; 3-2016-0113 Slate Memorial Library exterior north + west.jpg; 4-2016-0113 Slate Memorial Library exterior south + west.jpg; 5-2016-0113 Slate Memorial Library interior looking north.jpg; 6-IW-Case Study-Com-BowdoinCollege.pdf; 7-IW-Case Study-HistoricEnergy-IN.pdf
Town Hall	Electric Water Heater for non-heating season use	Hot Water	Complete	4/30/2016	-470			62					\$1,190	\$1,190			"04-22-14-BEA-Final-Gill-Town-Hall-w-added-Heat-Pumps-4G-2RP.pdf"
Riverside Municipal Building	Window restoration & storm windows	Weatherization	Active	11/30/2016									\$6,380	\$6,380			1-2016-0404 Selectboard mtg.pdf 2-2016-0129 D.Hayward restoration proposal.docx
To insert additional rows, select this row, right-click, and select "Insert."																	
TOTAL Projected Savings						16,208	0	8,998	0	117	0	32,823	527,465	139,857	15,842	371,766	
TOTAL MMBtu SAVINGS					1,321	55.3027196	0	1250.7637	0	14.508	0						

Criterion 4 - Purchase Fuel Efficient Vehicles

1) Did you update your vehicle policy this year?

NO

2) Did you install electric vehicle charging stations?

NO

3) Did you implement anti-idling technology and/or campaigns?

YES

4) Did you implement a driving monitoring system that records miles driven and/or fuel consumption?

NO

5) Did you implement a fuel use reporting system for operators on fuel efficiency?

NO

6) Any other policies and/or technologies not listed above? Please estimate annual fuel savings from each new technology or policy in the yellow box below. Also please attach any new vehicle policies and technologies adopted by the municipality to this annual report.

NARRATIVE: We implemented one anti-idling device (on the 2013 Ford Interceptor police cruiser) but no more due to unproven savings and logistical hurdles. Another Ford Interceptor was ordered in September 2016, and will be equipped with anti-idling equipment.

7) For communities that met Criterion 4 through alternative compliance, provide a narrative in the space below of the policies and programs that have been adopted to reduce fuel consumption.

Gill DID request alternative compliance.

From the FEV Policy:

1. Develop inventory of all registered vehicles
2. Annual miles driven (or hours used) will be determined beginning fiscal year 2013 (beginning July 1, 2012).
3. Gill has adopted an anti-idling policy.
4. Bicycle racks will be placed at Town Hall, the Library, Public Safety complex, Riverside Municipal Building
5. Plan and develop bike lanes on major town roads (Main Road and West Gill Road).
6. Promote carpooling among town employees and residents (using commute.com and other local networks)
7. Educate town residents about the environmental and economic benefits of reduced vehicle idling.

2013 Annual Report commented on most of the above. However, Item 2 was not addressed.

AND, as we informed you during 2013 Annual Report review:

"It appears that you have violated the FEV Policy (hand me down Blazer). This will be taken into consideration during your next Competitive Grant Application. Also, please indicate what has been done to insure this will not happen again. A second offense may make you ineligible for future grant opportunities."

from 2015 report: Blazer was removed from service. When it was repurposed, we were unaware of being in violation.

Programs and workshops that have been implemented have been successful. Workshops are often filled to capacity, and bike racks are being used periodically.

7b) For communities that met Criterion 4 through alternative compliance, provide as a status regarding the success of these programs and policies.

NARRATIVE: Our programs and policies regarding vehicle use have been successful and have not changed from last year. The Town vehicle inventory did not change in 2016. The Town did replace a single axle dump truck of equal size. The Town voted to purchase a backhoe, and it will be tracked in the vehicle inventory for 2017.

8) Have there been any changes to your vehicle inventory since the last annual report?

NO

9) Please provide the most current vehicle inventory that includes ALL vehicles (Both exempt and non-exempt) for ALL departments, including schools. Please do not report any exempt off-road vehicles, trailers, etc. The inventory submitted with either your most recent Annual Report filing or, if filing for the first time, submitted with your designation application, is either contained in the next worksheet, "Crit 4 - Table 6 Vehicle Inv.," or provided as separate file. In the inventory, 1) note in column L if a vehicle has been acquired since the last annual report, 2) if yes, note what the newly acquired vehicle replaced in the inventory in column M, and 3) note in column N if the vehicle has been retired. NOTE: For the purposes of the program, municipalities must use the EPA combined fuel economy estimate listed at FuelEconomy.gov and ensure that the rating greater than or equal to the requirement for the relevant vehicle type.

Model	Make	Model Year	Month/Year Purchased	Drive System: 2WD, 4WD, or AWD	> 8500 pounds? (Y or N or NA)	Exempt or Non-Exempt? E or NE	COMBINED MPG Rating	Vehicle Function	Is this a new acquisition?	If new acquisition, what vehicle did it replace?	Removed from inventory?
Ford (Eng)	Louisville F909	1979	December, 1	2WD	Y	E	unknown	Fire engine tanker			
Ford (S-1	Cutaway van	1986	July, 1999	4WD	Y	E	unknown	Rescue van			
Chevy (B-	5/4 ton truck	1986	October, 201	4WD	Y	E	unknown	Brush fire truck			
KME (Eng)	Fire truck	1987	May, 1987	2WD	Y	E	unknown	Pumper-tanker			
KME (Eng)	Renegade	1996	August, 1995	2WD	Y	E	unknown	Pumper-tanker			
Rescue One		2006	2006	NA	NA	E	unknown	Rescue-boat		Still a active asset, but remove from list as it is an exempt, off road vehicle. (Per Crit 4, instruction 9)	
Global Elec	E825	2000	donated in-2003, on-the-road in-2008	3.5 hp GE-DC motor, Dana-Spicer-differential	1540	NE	all electric	Local-town-events & town-business		Donated to Riverside Water District in July 2014. Too little use by Town to justify maintenance costs	YES
Morbark	Eager Beaver	1985	July, 1985	NA	NA	E	NA	Wood-chipper		Still an active asset, but remove from list as it is not a vehicle, and its hour-meter is broken & will not be repaired.	
Kubota	Farm tractor	1986	October, 198	4WD	2570	E	no odometer	Roadside mower			
Ford	Dump truck	1990	August, 1990	2WD	Y	E	unknown	Hauling, plowing, sanding		traded in as part of purchase of vehicle in row 26	YES
Chevy	Blazer	1999	March, 2002	4WD	2700	NE	13	Highway-Dept-errands & backup-4WD-police		removed from service March 2013, junked December 2013	YES
Sterling	LT9500	2000	August, 1999	2 drive axle	Y	E	unknown	Hauling, plowing			
Ford	F550 dump truck	2005	October, 200	4WD	Y	E	unknown	Dump truck, haul, tow, plow, sand			
New Holland	Mower tractor	2007	March, 2007	4WD	Y	E	unknown	Roadside mower			
International	7400 dump truck	2009	February, 20	2WD	Y	E	unknown	Hauling, plowing, sanding			
Komatsu	WA250-6	2010	March, 2010	4WD	Y	E	unknown	Front-end loader			
Ford	Explorer	2004	January, 200	4WD	4500	NE	15-16	Highway-Dept-errands & backup-4WD-police		removed from service & declared surplus Oct 2014 due to cost of repairs needed to pass inspection	YES
Ford	Crown Victoria	2005	January, 200	2WD	3400	E	18	Police cruiser			
Ford	Crown Victoria	2008	July, 2007	2WD	3400	E	18-25	Police cruiser			
Ford	Interceptor Utility	2013	March, 2013	AWD	4700	E	16-21	Police cruiser			
Sterling	L7500	2009	July, 2015	2WD	Y	E	unknown	Hauling, plowing, sanding	YES	Ford Dump truck 1990, line 15	
John Deere	310SJ-TC Backh	2011	October, 201	4WD	Y	E	unknown	Backhoe &	YES	None	

Vehicle Mileage

Model	Make	Model Year	Date	Miles / Hours	Date	Miles / Hours	Date	Miles / Hours	Date	Miles / Hours	Date	Miles / Hours
Ford - Engine 3	Louisville F909	1979	7/1/2012	14,556	7/1/2013	14,948	7/1/2014	15,163	7/1/2015	15,489	7/1/2016	15,669
Ford - S-1 Rescue	Cutaway van	1986	7/1/2012	19,795	7/1/2013	20,898	7/1/2014	21,879	7/1/2015	23,077	7/1/2016	23,996
Chevy - Brush 1	5/4 ton truck	1986	7/1/2012	16,405	7/1/2013	16,862	7/1/2014	17,308	7/1/2015	17,714	7/1/2016	18,234
KME - Engine 1	Fire truck	1987	7/1/2012	25,453	7/1/2013	25,904	7/1/2014	26,779	7/1/2015	27,301	7/1/2016	27,981
KME - Engine 2	Renegade	1996	7/1/2012	15,061	7/1/2013	16,130	7/1/2014	17,199	7/1/2015	18,275	7/1/2016	19,046
Rescue One	(rescue boat)	2006	No data									
Global Electric Motorcars	E825	2000	Gave away									
Morbark	Eager Beaver	1985	Hour meter is broken									
Kubota (hours)	Farm tractor	1986	7/1/2012	4,615	7/1/2013	4,783	7/1/2014	4,948	7/1/2015	5,120	7/1/2016	5,215
Ford	Dump truck	1990	Traded in									
Chevy	Blazer	1999	Scrapped									
Sterling 10-wheel	LT9500	2000	7/1/2012	55,275	7/1/2013	61,357	7/1/2014	67,102	7/1/2015	73,161	7/1/2016	77,892
Ford 1-ton	F550 dump truck	2005	7/1/2012	51,859	7/1/2013	59,094	7/1/2014	66,231	7/1/2015	73,190	7/1/2016	80,156
New Holland (hours)	Mower tractor	2007	7/1/2012	2,389	7/1/2013	2,609	7/1/2014	2,920	7/1/2015	3,228	7/1/2016	3,370
International	7400 dump truck	2009	7/1/2012	11,955	7/1/2013	15,583	7/1/2014	18,361	7/1/2015	23,211	7/1/2016	27,060
Komatsu loader (hours)	WA250-6	2010	7/1/2012	1,384	7/1/2013	1,993	7/1/2014	2,560	7/1/2015	3,092	7/1/2016	3,754
Ford (no longer registered)	Explorer	2004	7/1/2012	95,767	7/1/2013	107,192	7/1/2014	112,504	N/A	N/A	N/A	N/A
Ford	Crown Victoria	2005	7/1/2012	83,186	7/1/2013	94,800	7/1/2014	103,560	7/1/2015	111,077	7/1/2016	118,646
Ford	Crown Victoria	2008	7/1/2012	65,140	7/1/2013	76,143	7/1/2014	85,341	7/1/2015	95,598	7/1/2016	113,340
Ford	Interceptor Utility	2013	N/A	N/A	7/1/2013	3,190	7/1/2014	15,095	7/1/2015	27,300	7/1/2016	39,504
Sterling	L7500	2009	N/A	N/A	N/A	N/A	N/A	N/A	7/1/2015	34,079	7/1/2016	35,773
John Deere	310SJ-TC Backho	2011	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10/26/2016	1,598

Criterion 5 - Stretch Code Adoption

Date Stretch Code Concurrency Period Began:

7/1/2010

Date Stretch Code Became Sole Effective Code:

1/1/2011

Have there been any new building permits since the Stretch Code became sole effective code?

YES

If filing for the first time, please fill out the table on the next worksheet (Crit 5 - Table 7) and add rows as as needed. Please list in Table all residential and commercial projects that were affected by the Stretch Code and for which building permits have been issued since the Stretch Code became the sole effective code, along with accompanying information noted below. If a previous Annual Report was filed, your table from the previous report is provided for updating.

For notes on Certificate of Occupancy: if New Residential (NR), provide final HERS Rating; If Residential Retrofit (RR) provide HERS rating OR "P" for Prescriptive; If Commercial and > 100K sq ft, note percent energy savings relative to ASHRAE 90.1-2007.

**NOTE: Residential Retrofit (RR)
is for substantial retrofit;
it is not for repairs, renovations or
additions.**

Address of Building	New Residential (NR), Residential Retrofit (RR) or Commercial (C)	Date Building Permit Issued	Dated Certificate of Occupancy Issued (if not issued, please note NA)	Notes on Cert of Occupancy (HERS Score)
42 Hoe Shop Road	NR	8/29/2011	3/2/2012	*Building Inspector neglected to obtain HERS rating before issuing CO.
To address the Violation noted in the 2013 AR, the Building Inspector stated in an email from 3/11/2014 "To prevent the accidental issuance of a certificate of occupancy for a project that requires a HERS rating and has not supplied our department with that HERS rating, we will include a section on our certificate of occupancy that requires us to enter the HERS rating for that project. We will either enter the HERS rating or enter NA for non-stretch energy towns." A copy of the email is attached.				
5 Gilder Way	NR	9/3/2013	6/4/2014	HERS Index = 45
7 Gilder Way	NR	11/1/2013	6/4/2014	HERS Index = 45
6 Gilder Way	NR	11/15/2013	6/4/2014	HERS Index = 45
8 Gilder Way	NR	12/6/2013	6/4/2014	HERS Index = 44
10 Gilder Way	NR	12/6/2013	6/4/2014	HERS Index = 44
12 Gilder Way	NR	2/10/2014	6/4/2014	HERS Index = 42
4A Mountain Road Estates	NR	5/13/2015	9/11/2015	HERS Index = 54
7 Cross Road	NR	10/5/2015	7/8/2016	HERS Index = 45
25 Oak Street	NR	12/22/2014	12/2/2015	HERS Index = 53
99 Center Road	NR	10/16/2014	3/24/2016	HERS Index = 67
329 West Gill Road	NR	7/1/2015	NA	HERS Index = 50
368 Main Road	NR	10/29/2014	4/19/2016	HERS Index = 41
To insert additional rows, select this row, right-click, and select "Insert."				