



# **SELECTBOARD AGENDA & MEETING NOTICE**

**September 14, 2020**

**Location: Teleconference - access info in the agenda**

\*\*\*Indicates item added after the 48 hour posting

**bold underlined** time = invited guest or advertised hearing  
(all other times are approximate)

This meeting is being conducted remotely by all participants due to the State of Emergency related to COVID-19 and under the “Order Suspending Certain Provisions of the Open Meeting, G.L. c. 30A, §20” issued by Governor Baker on 3/12/20. FreeConferenceCall.com is being utilized for the teleconference. It is audio only. Anyone wishing to participate may call 712-775-7031 and then enter the Access Code of 883-045-865. The toll-free number is 844-800-5000 – the Town is charged by the minute per caller, so please use this only when necessary.

5:30 PM Call to Order (If the meeting is being videotaped, announce that fact. If remote participation will occur, announce member & reason, & need for roll call voting)

## COVID-19 Topics

- Updates from Gill’s Emergency Management Team

## Old Business

- Review of Minutes: 5/26, 6/8, 6/22, 7/6, 7/20, 8/3, 8/31, 9/9
- Adoption of 2020 Update to Hazard Mitigation Plan – plan was submitted to MEMA & FEMA on 3/11/20 for review. Review is completed and plan is “Approvable pending Adoption”

## New Business

- Franklin County Emergency Communication System – Transition to Comm. of Mass Interoperable Radio System (CoMIRS) – Approve Memorandum of Agreement between FRCOG, Oversight Committee, and Town of Gill
- Tax Collection Software – recommend award to VADAR Systems (to be purchased using \$25,124 Community Compact IT Grant awarded 1/8/20)
- Historical Commission – Conceptual request to make some outdoor space available at Riverside Building or elsewhere in Riverside for use related to a possible walking trail with a focus on present and future lives of Native Americans who live or lived in our area.
- Green Communities Grant Contract – accept awards and authorize to sign contract & related docs.
  - \$7,500 toward purchase of Electric Vehicle Charger (to be located at Riverside Building)
  - \$45,900 to install mini-splits at Town Hall
- Site Host Agreement with Eversource to locate & perform make-ready work (run the electrical connections) for EV Charger at Riverside Building – work done at no cost to Town through Eversource’s “Make-Ready EV Charging Infrastructure Program”
- Quotation from Advanced Energy Group for EV Charger, Installation, and Cloud Plan - \$7,904.13 (purchase order will not be issued until after effective date of Green Communities grant contract)
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
  - Household Hazardous Waste Collection Day – Saturday, Sept 26<sup>th</sup> @ GCC Main Campus, pre-registration required by September 18<sup>th</sup>.

Warrants

FY21 #5 Vendors (\$52,628.08) & Payroll (\$22,938.53) – reviewed & signed by the Chair on 9/1

FY21 #6 – to be reviewed & signed by the Chair and reported on at the next meeting

Adjournment

**Other Invitations/Meetings:**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
9/28	5:30 PM	Selectboard meeting	TBD
10/12		Columbus Day Holiday	
Tues 10/13	5:30 PM	Selectboard meeting	TBD

# TOWN OF GILL

MASSACHUSETTS



[www.gillmass.org](http://www.gillmass.org)

## CERTIFICATE OF ADOPTION

Town of Gill, MASSACHUSETTS

SELECTBOARD

### A RESOLUTION ADOPTING THE Town of Gill HAZARD MITIGATION PLAN

WHEREAS, the Town of Gill established a Committee to prepare the 2020 Hazard Mitigation plan; and

WHEREAS, the Town of Gill Hazard Mitigation Plan contains several potential future projects to mitigate potential impacts from natural hazards in the Town of Gill; and

WHEREAS, a duly-noticed public meeting was held by the SELECTBOARD on September 14, 2020; and

WHEREAS, the Town of Gill authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan;

NOW, THEREFORE BE IT RESOLVED that the Town of Gill SELECTBOARD adopts the 2020 Hazard Mitigation Plan in accordance with M.G.L. Ch. 40.

ADOPTED AND SIGNED this 14<sup>th</sup> day of September, 2020.

Randy Crochier, Chair  
on behalf of the Town of Gill Selectboard

# LOCAL MITIGATION PLAN REVIEW TOOL - APA

## Town of Gill, MA

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The *Local Mitigation Plan Review Tool* demonstrates how the Local Mitigation Plan meets the regulation in 44 CFR §201.6 and offers States and FEMA Mitigation Planners an opportunity to provide feedback to the community.

- The Regulation Checklist provides a summary of FEMA’s evaluation of whether the Plan has addressed all requirements.
- The Plan Assessment identifies the plan’s strengths as well as documents areas for future improvement.
- The Multi-jurisdiction Summary Sheet is an optional worksheet that can be used to document how each jurisdiction met the requirements of each Element of the Plan (Planning Process; Hazard Identification and Risk Assessment; Mitigation Strategy; Plan Review, Evaluation, and Implementation; and Plan Adoption).

The FEMA Mitigation Planner must reference this *Local Mitigation Plan Review Guide* when completing the *Local Mitigation Plan Review Tool*.

<b>Jurisdiction:</b> Town of Gill, MA	<b>Title of Plan:</b> Town of Gill Hazard Mitigation Plan	<b>Date of Plan:</b> March 2020 <b>Plan Adopted:</b>
<b>Single or Multi-jurisdiction plan?</b> Single jurisdiction		<b>New Plan or Plan Update?</b> Update
<b>Regional Point of Contact:</b> Alyssa Larose Senior Land Use & Natural Resources Planner Franklin Regional Council of Governments 12 Olive Street, Suite 2 Greenfield, MA 01301 413-774-3167 x127; <a href="mailto:ALarose@frcog.org">ALarose@frcog.org</a>		<b>Local Point of Contact:</b> Ray Purington Town Administrator Town of Gill 325 Main Road Gill, MA 01354 413-863-9347; <a href="mailto:administrator@gillmass.org">administrator@gillmass.org</a>

<b>State Reviewer:</b> <i>MEMA requests cursory review from FEMA</i>	<b>Title:</b>	<b>Date:</b> Submitted to MEMA March-2020, From MEMA to FEMA <b>6/11/2020</b>
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<b>FEMA Reviewer:</b> Jay Neiderbach Brigitte Ndikum-Nyada	<b>Title:</b> FEMA Community Planner FEMA Community Planner	<b>Date:</b> 6/11/20 – 6/18/20 6/18/20 – 6/26/20, 8/25/20
<b>Date Received in FEMA Region I</b>	6/11/2020 & 8/24/2020	
<b>Plan Not Approved</b>	6/26/2020	
<b>Plan Approvable Pending Adoption</b>	8/25/2020	
<b>Plan Adopted</b>		
<b>Plan Approved</b>		

**SECTION 1:  
REGULATION CHECKLIST**

**INSTRUCTIONS:** The Regulation Checklist must be completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been ‘Met’ or ‘Not Met.’ The ‘Required Revisions’ summary at the bottom of each Element must be completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is ‘Not Met.’ Sub-elements should be referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each Element and sub-element are described in detail in this *Plan Review Guide* in Section 4, Regulation Checklist.

<b>1. REGULATION CHECKLIST</b>	<b>Location in Plan (section and/or page number)</b>	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>			
<b>ELEMENT A. PLANNING PROCESS</b>			
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	pp. 1-5, Appendix A	X	
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	pp. 1-5, Appendix A	X	
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	pp. 1-5, Appendix A	X	
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	p. 5, citations throughout plan	X	
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	pp. 219-221	X	
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	p. 227	X	
<b><u>ELEMENT A: REQUIRED REVISIONS</u></b>			
<b>ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>			
B1. Does the Plan include a description of the type, location, and extent of all-natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	pp. 15-185	X	
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	pp. 15-185	X	

<b>1. REGULATION CHECKLIST</b>		<b>Location in Plan (section and/or page number)</b>	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	pp. 15-185	X		
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	pp. 8, 45-46	X		
<b><u>ELEMENT B: REQUIRED REVISIONS</u></b>				
<b>ELEMENT C. MITIGATION STRATEGY</b>				
C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	pp. 195-205	X		
C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	pp. 8, 45-46, 203	X		
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	p. 206	X		
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	pp. 206-218	X		
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	pp. 206-218	X		
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	pp. 226-227	X		
<b><u>ELEMENT C: REQUIRED REVISIONS</u></b>				
<b>ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)</b>				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	pp. 7-8	X		
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	pp. 210-218	X		
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	pp. 210-218	X		

<b>1. REGULATION CHECKLIST</b>		<b>Location in Plan</b> (section and/or page number)	<b>Met</b>	<b>Not Met</b>
<b>Regulation (44 CFR 201.6 Local Mitigation Plans)</b>				
<b><u>ELEMENT D: REQUIRED REVISIONS</u></b>				
<b>ELEMENT E. PLAN ADOPTION</b>				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	p. 243			
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	N/A			
<b><u>ELEMENT E: REQUIRED REVISIONS</u></b>				
<b>ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)</b>				
F1.				
F2.				
<b><u>ELEMENT F: REQUIRED REVISIONS</u></b>				

## SECTION 2: PLAN ASSESSMENT

### A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

#### Element A: Planning Process

##### **Strengths:**

- Planning Committee meetings were advertised using multiple methods, including existing public events, to foster more participation.
- Community officials and stakeholders were effectively engaged in the planning process. Outreach was targeted toward specific local and regional stakeholders, such as the Housing Authority, utilities, schools, and the Planning Board, thereby encouraging a more comprehensive look at hazard mitigation.
- Excellent readability, plan organization, and use of graphics.
- The authorities which regulate development are not just listed but are explained.

##### **Opportunities for Improvement:**

- Consider specifying the content of the public comments received and more detail about how they were incorporated into the plan.
- Recommend providing the tool(s) that is to be used for the plan monitoring and evaluation. For example, within each plan update provide the form or a template that will be used to collect and evaluate the plan maintenance information. Then in the next plan update, a summary can be provided along with the form/tool that explains the outcomes of the plan maintenance over the last 5 years. The form/tool might collect information such as the progress of the implementation of the actions and how the action is addressing each of the identified vulnerabilities (connection of action to the Town's problem statements). Also, how this is meeting the Town's mitigation goals and the effectiveness of the planning process including public involvement.

#### Element B: Hazard Identification and Risk Assessment

##### **Strengths:**

- Specific areas of flooding are identified, along with the number of residents, buildings in the floodplain, and the vulnerability of specific populations related to these locations.
- The risk assessment is well organized, very comprehensive, and provides very thorough descriptions of the hazards and vulnerabilities that are easy to read and understand. It places the community's risk in the context of the surrounding areas and even within the state. Well done!
- There is extensive discussion about how the probability and severity of hazards may change in the future.



- The community's greatest vulnerabilities are easily identified through inclusion of problem statements for each hazard. Ensure that the Risk Assessment connects with the Community Profile information.

***Opportunities for Improvement:***

- Consider creating a map that highlights the location of hazards such as flooding, as well as the location of major vulnerabilities.
- Whenever possible, do provide more historical key events in the previous occurrence hazard information when starting with data in the 1990s. For example, summarize any significant historical information between an event that took place in the early 1900s (or earlier if records exist) and those events starting with data from 1996 using best available information. Often these accounts can be located by the local historic preservation society and in the library. This will further support the probability information.
- Development Trends do not fulfill the requirement to *identify the (re-)development that has occurred in the jurisdiction in hazard prone areas or conditions since the last plan's approval*. Bring meaning to this by providing more specifics of what this development was and how it has affected the Town's risk. If none, then this must be stated in the risk assessment

**Element C: Mitigation Strategy**

***Strengths:***

- The plan's mitigation strategy directly links and addresses the vulnerabilities that are discussed in the risk assessment.
- A wide range of existing capabilities are described.
- The plan identifies a range of potential resources for implementing the mitigation strategy, increasing opportunities for success.

***Opportunities for Improvement:***

- Establish more focused goals that encourage the development of a robust mitigation strategy. Focus the plan's goals on alleviating long-term risks and vulnerabilities to the identified hazards.
- Provide more detail about the costs and benefits of each mitigation action. Consider including a narrative assessment of the social, technical, environmental, or political challenges and benefits.
- The plan needs to expand the description of the Town of Gill's continued compliance as a community in good standing the NFIP. Discuss any NFIP actions that have helped the community since the last HMP was approved. **See** page 42 (4-4) of the FEMA Local Mitigation Handbook for additional help. [https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema\\_local\\_mitigation\\_handbook.pdf](https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf)
- Ensure that the focus of the mitigation strategy is on mitigation, rather than preparedness. Mitigation actions reduce or eliminate long-term risk and are different from actions taken

to prepare for or respond to hazard events. Mitigation activities lessen or eliminate the need for preparedness or response resources in the future. If there are preparedness actions, it is helpful for the reader to identify these as such to clarify these differences. To accomplish this, examine risk separately from current preparedness and response efforts. Clarify whether there is an improvement component to replacements and repairs (i.e., a mitigating factor to it). Otherwise, these are not considered mitigation if these are not sustained or are long-term solutions.

#### **Element D: Plan Update, Evaluation, and Implementation (*Plan Updates Only*)**

##### ***Strengths:***

- There are detailed descriptions of the current status of mitigation actions from the previous plan. Descriptions include what previous work has been completed and how this affected how the remaining work will be accomplished.

##### ***Opportunities for Improvement:***

- The Community profile describes land use and development in the jurisdiction, but there is no association to risk in the description(s) per the requirement. The Risk Assessment also does not provide this information (a description of the development changes in the last 5 years that had occurred in the identified hazard areas and had increased or decreased the vulnerability of the Town. If no changes had occurred this was not stated anywhere in the plan either.
- Consider summarizing any overall trends in the way priorities have changed, in order to make these changes easier to understand. Potential ways in which priorities may have changed include: placing more emphasis on mitigation rather than preparedness, focusing on flooding or erosion vulnerabilities, emphasizing a certain type of mitigation actions, etc.
- Including a discussion of lessons learned about real implementing mitigation actions would strengthen the plan, as would a short narrative on some “success stories” about their implementation

## B. Resources for Implementing Your Approved Plan

Refer to the [Massachusetts Integrated State Hazard Mitigation and Climate Action Plan](#), [Resilient MA Climate Clearinghouse](#), and State's [Climate Action Page](#) to learn about hazards relevant to Massachusetts and the State's efforts and action plan.

### Technical Assistance:

#### FEMA

- [FEMA Climate Change](#): Provides resources that address climate change.
- [FEMA Library](#): FEMA publications can be downloaded from the library website. These resources may be especially useful in public information and outreach programs. Topics include building and construction techniques, NFIP policies, and integrating historic preservation and cultural resource protection with mitigation.
- [FEMA RiskMAP](#): Technical assistance is available through RiskMAP to assist communities in identifying, selecting, and implementing activities to support mitigation planning and risk reduction. Attend RiskMAP discovery meetings that may be scheduled in the state, especially any in neighboring communities with shared watersheds boundaries.

#### Other Federal

- [EPA Resilience and Adaptation in New England \(RAINE\)](#): A collection of vulnerability, resilience and adaptation reports, plans, and webpages at the state, regional, and community levels. Communities can use the RAINE database to learn from nearby communities about building resiliency and adapting to climate change.
- [EPA Soak Up the Rain](#): Soak Up the Rain is a public outreach campaign focused on stormwater quality and flooding. The website contains helpful resources for public outreach and easy implementation projects for individuals and communities.
- [NOAA C-CAP Land Cover Atlas](#): This interactive mapping tool allows communities to see their land uses, how they have changed over time, and what impact those changes may be having on resilience.
- [NOAA Sea Grant](#): Sea Grant's mission is to provide integrated research, communication, education, extension and legal programs to coastal communities that lead to the responsible use of the nation's ocean, coastal and Great Lakes resources through informed personal, policy and management decisions. Examples of the resources available help communities plan, adapt, and recovery are the Community Resilience Map of Projects and the National Sea Grant Resilience Toolkit
- [NOAA Sea Level Rise Viewer](#) and [Union for Concerned Scientists Inundation Mapper](#): These interactive mapping tools help coastal communities understand how their hazard risks may be changing. The "Preparing for Impacts" section of the inundation mapper addresses policy responses to protect communities.
- [NOAA U.S. Climate Resilience Toolkit](#): This resource provides scientific tools, information, and expertise to help manage climate-related risks and improve resilience to extreme events. The "[Steps to Resilience](#)" tool may be especially helpful in mitigation planning and implementation.

#### State

- [Massachusetts Emergency Management Agency](#): The Massachusetts State Hazard Mitigation Officer (SHMO) and State Mitigation Planner(s) can provide guidance regarding grants, technical assistance, available publications, and training opportunities.
- Massachusetts Departments of [Conservation and Recreation](#) and [Environmental Protection](#) can provide technical assistance and resources to communities seeking to implement their hazard mitigation plans.

- [MA Mapping Portal](#): Interactive mapping tool with downloadable data

#### **Not for Profit**

- [Kresge Foundation Online Library](#): Reports and documents on increasing urban resilience, among other topics.
- [Naturally Resilient Communities](#): A collaboration of organizations put together this guide to nature-based solutions and case studies so that communities can learn which nature-based solutions can work for them.
- [Rockefeller Foundation Resilient Cities](#): Helping cities, organizations, and communities better prepare for, respond to, and transform from disruption.

#### **Funding Sources:**

- [Massachusetts Coastal Resilience Grant Program](#): Funding for coastal communities to address coastal flooding, erosion, and sea level rise.
- [Massachusetts Municipal Vulnerability Preparedness](#) program: Provides support for communities to plan for climate change and resilience and implement priority projects.
- [Massachusetts Water Quality Grants](#): Clean water grants that can be used for river restoration or other kinds of hazard mitigation implementation projects.
- [Grants.gov](#): Lists of grant opportunities from federal agencies (HUD, DOT/FHWA, EPA, etc.) to support rural development, sustainable communities and smart growth, climate change and adaptation, historic preservation, risk analyses, wildfire mitigation, conservation, Federal Highways pilot projects, etc.
- [FEMA Hazard Mitigation Assistance](#) (HMA): FEMA's Hazard Mitigation Assistance provides funding for projects under the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA). States, federally recognized tribes, local governments, and some not for profit organizations are eligible applicants.
- [GrantWatch](#): The website posts current foundation, local, state, and federal grants on one website, making it easy to consider a variety of sources for grants, guidance, and partnerships. Grants listed include The Partnership for Resilient Communities, the Institute for Sustainable Communities, the Rockefeller Foundation Resilience, The Nature Conservancy, The Kresge Climate-Resilient Initiative, the Threshold Foundation's Thriving Resilient Communities funding, the RAND Corporation, and ICLEI Local Governments for Sustainability.
- USDA [Natural Resource Conservation Service](#) (NRCS) and [Rural Development Grants](#): NRCS provides conservation technical assistance, financial assistance, and conservation innovation grants. USDA Rural Development operates over fifty financial assistance programs for a variety of rural applications.

MEMORANDUM OF AGREEMENT  
By and Between  
Franklin Regional Council of Governments  
And  
The Franklin County Emergency Communication System Oversight Committee  
And  
Users of the Franklin County Emergency Communication System and Commonwealth of  
Massachusetts Interoperable Radio System

THIS AGREEMENT is by and between the Franklin Regional Council of Governments, hereinafter called the FRCOG; the Franklin County Emergency Communication System Oversight Committee, hereinafter called the FCECS Committee; and XXXXXX as a User of the Franklin County Emergency Communication System, hereinafter called the USER, and as a future Operable User of the Commonwealth of Massachusetts Interoperable Radio System (CoMIRS).

WHEREAS, the FRCOG has been authorized by the Franklin Regional Council of Governments Executive Committee and signatories to this agreement, to purchase, oversee, and maintain ownership of the Franklin County Emergency Communication System, hereinafter called the FCECS, until full decommissioning and migration to the Commonwealth of Massachusetts' CoMIRS; and

WHEREAS, the FCECS Committee has been authorized by the Franklin Regional Council of Governments Executive Committee and signatories to this agreement, to oversee and maintain the FCECS and oversee its decommissioning once a full and successful migration to CoMIRS has occurred;

WHEREAS, all users of the FCECS, as identified in Attachment I, will benefit from the Franklin County Emergency Communication System and the CoMIRS;

WHEREAS, all signatories to this agreement, after reviewing coverage maps, system loading data, audio quality projections, future and ongoing costs and other relevant data and after informational sessions and meetings desire to leverage the current and planned future CoMIRS network as their primary public safety communication system;

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. RESPONSIBILITIES OF THE FRCOG AS IT RELATES TO MAINTAINING THE FCECS UNTIL FULL DECOMMISSIONING. The FRCOG, as owner of the FCECS and holder of the operations and maintenance funds, agrees to the following:

- a. To own the FCECS equipment as described in Attachment II.
- b. To provide adequate insurance on the FCECS equipment.
- c. To create and maintain an account to be used solely for the operations, maintenance, insurance and upgrade of the FCECS.
- d. To make expenditures recommended by and to the FCECS Committee or inform the Committee of reasons why any expenditure will not be made.
- e. To maintain and keep current all needed FCC licenses and tower site Memoranda of Agreement needed for the FCECS.
- f. To issue to all users of the FCECS, in coordination with the FCECS Committee, an invoice of annual user fees by July 1st of each year.
- g. To decommission the FCECS and the FCECS Oversight Committee once the full migration to CoMIRS has occurred.

2. RESPONSIBILITIES OF THE FCECS COMMITTEE. The FCECS Committee, as the oversight committee responsible for ensuring the ongoing operation and maintenance of the FCECS agrees to the following:

- a. Responsibilities of the FCECS Committee are outlined in the Committee's Operating Procedures as provided in Attachment III.
- b. To annually review the costs of operating and maintaining the FCECS equipment, to prepare an annual maintenance plan and budget, to determine any adjustments to the user fee, and submit this detail to the FRCOG by December 1st of each year.
- c. To cooperate with the decommissioning of the FCECS and to decommission the FCECS Oversight Committee once the full migration to CoMIRS has occurred, as determined by the FRCOG.

3. RESPONSIBILITIES OF USERS OF THE FRANKLIN COUNTY EMERGENCY COMMUNICATION SYSTEM PRIOR TO DECOMMISSIONING. Each user of the FCECS agrees to the following:

- a. To supply its own radios, mobile units and other devices needed to communicate via the FCECS.
- b. To pay an annual user fee to ensure that the FCECS remains operational and functional until decommissioning. If the annual fee is not received by September 1 of each year, the user will be in violation of this agreement in addition to pertinent state and federal laws and regulations. Legal avenues for collection of fees are hereby authorized. The primary ambulance service, as designated by a city or town, is responsible for paying the annual emergency medical service assessment. Non-primary ambulance services based in the FCECS service area are exempt from additional fees.
- c. To report any problems with the FCECS using the online Trouble Ticket System located at <https://frcog.org/franklin-county-emergency-communications-system> as soon as identified.

d. To comply with all Operating Procedures established by the FCECS Committee.

4. OPTION TO WITHDRAW FROM THIS AGREEMENT

- a. If the USER intends to withdraw from this agreement, the USER shall notify the FRCOG Executive Director, in writing, at least ninety (90) days prior to the date of withdrawal.
- b. If the USER withdraws from this agreement, they understand that they will either be removed from the CoMIRS migration project or be placed last in the migration schedule. If the USER has already received equipment to access the CoMIRS, they will be required to return and/or pay for any equipment already disbursed within thirty days of the withdrawal letter.

5. FCECS DECOMMISSIONING

- a. The FCECS will be decommissioned when the FRCOG, with FCECS Oversight Committee input, and EOTSS agree it is no longer needed for emergency communications.
- b. After payment of all costs, any money remaining in the FCECS account will be reimbursed back to the USERS by means of the same formula used when determining yearly assessments.
- c. Excess FCECS equipment will be given to the Commonwealth of Massachusetts. If any equipment remains, it will be disposed of as required by law.

6. USERS AGREE THAT THE FRCOG IS THE SINGLE POINT OF CONTACT TO EOTSS RELATING TO ALL CoMIRS ISSUES UPON EXECUTION OF THIS AGREEMENT. The FRCOG shall be responsible for the following:

- a. To represent the interests of the signatories on this Agreement on behalf of Franklin County municipalities.
- b. To manage and communicate all CoMIRS matters, whether administrative, programmatic, financial or otherwise, including matters of governance, management, system design, system implementation and operation, maintenance, finance and cost sharing arising from or related to Franklin County.
- c. To assess and collect user fees on behalf of EOTSS. The FRCOG will be responsible for representing the best interests of signatories on this Agreement during any and all negotiations with EOTSS related to the user fee..
- d. To assume all roles and responsibilities for the financial processing, purchasing, asset inventory and distribution for all radio equipment, including subscriber unit that may, from time to time, be made available to all Franklin County Operable Users by EOTSS.
- e. To create a new advisory committee including representation from Franklin County police, fire and EMS departments that will provide for the regular exchange of information, ideas, concerns, and all other matters concerning the CoMIRS network in relation to Franklin County.

7. RESPONSIBILITIES OF USERS OF THE CoMIRS SYSTEM. Each User of CoMIRS agrees to the following:
- a. To appoint the FRCOG as its representative agent for the purpose of the CoMIRS project and grant FRCOG authority to represent its interests therein.
  - b. To comply with all requirements and obligations set-forth by EOTSS as the CoMIRS project and program manager and administrator of the CoMIRS system. Such requirements and obligations include, but are not limited to, directives concerning radio use and management, radio programming, channel use and management, adoption of technical specifications, load and capacity directives and/or restrictions.
  - c. To pay any and all usage fees. If the annual fee is not received by September 1 of each year, the user will be in violation of this agreement in addition to pertinent state and federal laws and regulations. Legal avenues for collection of fees are hereby authorized.
  - d. To care for, maintain, repair and replace all equipment provided pursuant to this Agreement.
  - e. To report any problems with CoMIRS using the online Trouble Ticket System located at <https://frcog.org/franklin-county-emergency-communications-system> as soon as identified.
  - f. To comply with all Operating Procedures established by the FRCOG and EOTSS.
8. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.
9. VENUE AND JURISDICTION: Venue and jurisdiction of any action will only be brought in the Commonwealth of Massachusetts, County of Franklin.
10. COMPLIANCE WITH THE LAW: The Parties shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

TERM OF AGREEMENT: The term of this agreement is for three years commencing on October 1, 2020 and expiring on September 30, 2023. At the end of the term the parties will enter into a new Agreement.

ENTIRE AGREEMENT: This Agreement represents the entire understanding of the parties with respect to the subject matter addressed herein and supersedes and cancels all previous agreements between the parties.



IN WITNESS thereof, the FRCOG, the FCECS Committee and the

\_\_\_\_\_ have executed this Agreement as of the X of XXXXXXXX, 20XX

DRAFT

# TOWN OF GILL

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



[www.gillmass.org](http://www.gillmass.org)

## REQUEST FOR QUOTATIONS

### Tax Collection Software

Under the provisions of Massachusetts General Laws (MGL) c. 30B, the Town of Gill (“Town”) seeks written quotations for tax collection software. This tax collection software will serve as the management information system for billing, payments, and related management tasks associated with all real estate tax, personal property tax, motor vehicle excise, boat excise, and sewer use bills for the Town.

The Town requests a fixed price contract amount for all those professional services customarily provided by a tax software company. A purchase description outlining the software requirements follows this notice cover page. A sample contract is also provided for informational purposes. The Town expects to award this contract in September 2020.

Quotation responses should be titled “Tax Software Quotation” and emailed to the Town Administrator at [adminstrator@gillmass.org](mailto:adminstrator@gillmass.org). The deadline to respond is 2:00 PM on Wednesday, September 9, 2020. Mailed responses may be sent to 325 Main Road, Gill, MA 01354. Submissions will be reviewed by the Tax Collector and Town Administrator.

The Town reserves the right to reject any and all responses in part or in whole and to waive any informality contained therein. The Town reserves the right to award the contract in any manner consistent with the law and deemed to be in the best interest of the Town.

Ray Purington  
Town Administrator



**EST. 1996**

20 Main Street, Suite G1  
Acton, MA 01720  
Phone: (978) 461-5858 (direct dial)  
(877) 823-2700 x5858 (toll free)  
Fax: (978) 461-5850  
[frank-natale@vadarsystems.com](mailto:frank-natale@vadarsystems.com)  
[www.vadarsystems.com](http://www.vadarsystems.com)

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

September 4, 2020

**RE: RFQ Response: Tax Software Quotation - Town of Gill RFQ Request**

Dear Ray:

On behalf of all of us here at VADAR Systems, Inc., I am pleased to provide you with the attached proposal for our cloud-based, integrated property tax and utility management software suite per the Town's required specification.

We offer all of the required modules and we satisfy all of the requirements and specifications outlined in the Town's scope of services. We have quoted the Town fixed pricing for a six (6) year period for all services, licenses, support and a total of three (3) cloud user accounts (for the price of 2 user accounts).

We'd like to also provide you the following, very brief overview of our product offering:

**Integration** – Our property tax and utility platform is fully integrated which affords a single point of entry for data into the system. Information flows seamlessly from assessing to collector to treasurer without duplicate data entry. This saves our clients literally hundreds of man hours every year. Our clients have full control over the process and there are detailed audit trails of every user and transaction. Further, the integration of all property tax modules provides a single point of inquiry to view and report on any all tax balances associated with a tax payer on one screen.

**Cloud** - The VADAR Cloud offers 24/7 secure, remote Internet access to all of the Town's data from any device with an Internet connection – this includes PC's, lap tops, smartphones and tablets. We use the same encryption protocols as are found within the on-line banking industry. The VADAR Cloud also includes remote server monitoring, daily data backups, disaster recovery services, and anti-virus software. In short, we take care of all of the hardware. This also allows town employees to all access the same system in real time even if they are located in separate and distinct physical locations (ie. police department and fire department are in separate buildings across town). We currently have more than 750+ cloud users on our VADAR cloud.

I have also attached three white papers with our proposal – our corporate profile, our property tax suite and our cloud spec sheet. In addition we have also included the requested and required client reference listings.

Ray, we have been proudly serving the Massachusetts marketplace now for 25+ years with 100+ clients and more than 2,000+ users. Our systems manage more than \$3 Billion dollars of

municipal assets and we are the largest locally owned and operated full service provider (tax and accounting software) in the state. We are Massachusetts residents and our software and services have been created specifically for Massachusetts cities and towns.

We are confident that we can offer you a proven, sophisticated, and easy to use solution that will unify your entire tax collection platform, streamline operations, and improve productivity.

Ray, we thank you for your consideration. Our clients have guided our growth and development these last 25+ years and we look forward to the possibility of welcoming you into our Massachusetts family.

Sincerely,

A handwritten signature in black ink that reads "Frank Natale, CEO". The signature is written in a cursive, slightly slanted style.

Frank Natale  
Chief Executive Officer & Chairman  
VADAR®Systems, Inc.

# TOWN OF GILL

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



[www.gillmass.org](http://www.gillmass.org)

## REQUEST FOR QUOTATIONS

### Tax Collection Software

Under the provisions of MGL c. 30B, the Town of Gill (“Town”) seeks written quotations for tax collection software. This tax collection software will serve as the management information system for billing, payments, and related management tasks associated with all real estate tax, personal property tax, motor vehicle excise, boat excise, and sewer use bills for the Town.

The Town sends out the following types and quantities of bills:

Bill Type	Frequency	Approximate Number of Bills
Real Estate Taxes	Preliminary & Actual	840
Personal Property Taxes	Preliminary & Actual	80
Motor Vehicle Excise	Approx. 10 times/year	2,200
Boat Excise	Annually	45
Sewer Use	Quarterly	115

The Town currently uses Muniware as its tax collection software. The quotation will include converting from Muniware and importing into the supplied Tax Collection Software (“Software”) all accounts with non-zero balances.

The Town requests a fixed price contract amount for all those professional services customarily provided by a tax software company. A purchase description outlining the software requirements follows this notice cover page. A sample contract is also provided for informational purposes. The Town expects to award this contract in September 2020.

The Town has been awarded \$25,124 through the Commonwealth of Massachusetts’ Community Compact Cabinet’s Information Technology grant program. This amount is expected to be sufficient to cover all Year 1 costs including software acquisition, licenses, setup, training, support, and data conversion. Any costs for Cloud access are not included in the grant.

The following are required attributes of the Software, as well as corporate experience implementing that software in the context of a Massachusetts municipality.

## **Required Attributes of Software, Quotation, & Support**

Please provide confirmation by checking the box that the following requirements are met by the Software, quotation, or vendor:

- ✓ The Software is a true Windows-based application developed within a true Windows environment.
- ✓ The Software can interface with the assessing software (*AssessPro* by Patriot Properties) so that:
  - a) The Town can electronically update owner information and mailing addresses from the assessors' system to the tax collection system, and
  - b) The Town can import, complete and process its tax and utility billing functions without any vendor support.
- ✓ The Software can interface with and/or import data from the Massachusetts Registry of Motor Vehicles Excise Tax Program (currently ATLAS) without any vendor support.
- ✓ The Software allows the Assessors' office the ability to create, process, track, and report a monthly summary on abatements and exemptions.
- ✓ The Software allows for the electronic storage, recall, and reporting on any document created within the system (i.e., MLC creation etc.).
- ✓ The Software allows a user to easily calculate outstanding balances by customer account, commitment, or tax type based upon an entered date range.
- ✓ The Software allows for integrated parcel balances which provide a single-page summary report of all outstanding taxes (including Town, District, sewer, tax title etc.) owed for a single parcel.
- ✓ The Software allows for integrated owner balances which provide a single-page summary of all outstanding taxes (including Town, District, excise, sewer, tax title etc.) associated with that owner.
- ✓ The Software provides for tax taking capabilities including, but not limited to the following:
  - a) Create delinquent taxpayer letters;
  - b) Create and store advertisements;
  - c) Post advertisement fees electronically;
  - d) Create and store Instruments of Taking; and
  - e) Create and store the legally required setup of tax title accounts.
- ✓ The Software provides a tax title module which includes the following:
  - a) Create delinquent taxpayer letters;
  - b) Create and store Certificates of Redemption;
  - c) Create and store the Notice of Final Disposition;
  - d) Create and store foreclosure process and tracking legal documents;

- e) Create and store the legally required report for Certification of Subsequent Taxes to tax title accounts; and
  - f) Create and store Land of Low Value foreclosure process and legal documents.
- ✓ The Software includes online, digital, or printed user manuals and reference guides.
  - ✓ The Software includes a Cloud-based back up system that provides secure access to all applications, remote server monitoring, daily back up, and disaster recovery services.
  - ✓ The Software shall not require any additional software or hardware to perform normal operational, support, and backup functions. If additional software or hardware is required the vendor will include a list as part of submitting a quotation.
  - ✓ The quotation includes a minimum of 2 client software licenses in the annual charges.
  - ✓ The vendor will provide a minimum of 3 on-site or live virtual training visits in the contract price.
  - ✓ The vendor will be available to begin data migration after contract award to ensure a smooth transition and minimal disruption to the Town and its taxpayers.
  - ✓ The vendor will provide at no additional cost on an ongoing basis all necessary support and maintenance, and troubleshooting of all problems that may arise with the Software.
  - ✓ The vendor has proven and effective methods for the successful installation, implementation, training and support of its software via in-person and remote technology means.

**Implementation of the Software in Massachusetts municipalities:**

Prospective vendors are required to provide the following information on separate sheets in list format as noted below. Include a contact name and current telephone number and email address for each. The Town reserves the right to contact any or all of the references listed.

- ✓ A list of three (3) Massachusetts municipalities the vendor converted and/or installed Software in the last 2 years (July 1, 2018 – present) for tax and utility billing and collection purposes;

**MA Municipalities – Live Production Environments within the last two (2) years:**

**Town of Montague, MA [formerly Point Software]**

Property Tax & Utility

Client since 2019

Eileen M. Seymour, Treasurer/Collector, 413-863-3200 X202, [treasurer@montague-ma.gov](mailto:treasurer@montague-ma.gov)

**Town of Hatfield, MA [formerly Point Software]**

Property Tax & Utility

Client since 2019

Sharon Strzegowski, Treasurer/Collector, 413-247-9200 ext 103, [sstrzegowski@townofhatfield.org](mailto:sstrzegowski@townofhatfield.org)

**Town of Hadley, MA [formerly Point Software]**

Property Tax & Utility

Client since 2019

Susan P. Glowatsky, Town Collector, (413) 584-4246, [collector@hadleyma.org](mailto:collector@hadleyma.org)

**Town of Princeton, MA [formerly Muniware]**

Property Tax

Client since 2019

James Dunbar, Treasurer/Collector, 978-464-2105, [treasurer@town.princeton.ma.us](mailto:treasurer@town.princeton.ma.us)

- ✓ A list of three (3) references from Massachusetts municipalities that have fully implemented and currently use the vendor's tax and utility billing and collection software in a live production environment for their property tax needs;

**MA Municipalities – Live Production Environments for more than 3+ years:**

**Town of Rutland, MA**

Property Tax & Utility

Client since 2017

Becky Tuttle, Treasurer/Collector, 508-886-4103, [rtuttle@townofrutland.org](mailto:rtuttle@townofrutland.org)

**Town of Monson, MA**

Property Tax & Utility

Client since 1999

Dot Jenkins, Town Collector, 413-267-4119

**Town of Lancaster, MA**

Property Tax & Utility

Client since 1997

Mary Frost, Treasurer/Collector, 978-365-3326, [mfrost@lancasterma.net](mailto:mfrost@lancasterma.net)

- ✓ A list of all Massachusetts clients that discontinued the use of the vendor's Software and converted to a different vendor in the last 2 years (July 1, 2018 – present). If no list is available, please simply note in your response that no clients were lost.

**No Clients Lost**

**Conditions of Submitting a Quotation**

Each vendor shall become fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the Request for Quotations and the Samples Contract. Vendors shall thoroughly examine and be familiar with the specifications.

The failure or omission of any vendor to receive or examine the form, instrument, addendum, or other document, or to be acquainted with existing conditions, shall in no way relieve the vendor of any obligations with respect to this request for quotations or to the contract. The Town shall



make all such documents available to vendors upon request.

The vendor shall make a determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions they may encounter or create, without extra cost to the Town.

### **Submission Requirements**

- All questions should be directed to the Town Administrator at [administrator@gillmass.org](mailto:administrator@gillmass.org).
- Quotations which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive. Conditional quotes will not be accepted.
- All quotations must contain a properly executed Quotation Price Form (Attachment A) and Tax Compliance & Non-Collusion Statements (Attachment B).
- The person signing the Quotation Price Form shall initial any corrections to entries made on the forms.
- Quotations should be titled “**Tax Software Quote**” and emailed to the Town Administrator at [administrator@gillmass.org](mailto:administrator@gillmass.org) or mailed to the same at 325 Main Road, Gill, MA 01354. **The deadline to respond is 2:00 PM on Wednesday, September 9, 2020.** Late submissions will not be accepted. The Town takes no responsibility for emails that are not received and suggests those submitting a quotation confirm the receipt of such.
- Any quotation may be withdrawn by written request received prior to the deadline for the submission of quotations.

### **Rule for Award**

The contract will be awarded to the responsible and responsive vendor who has submitted a quotation that conforms to the services requested, offering the lowest price and demonstrating the capability, skill, and integrity to perform the services required. The Town reserves the right not to award this contract based solely on the lowest price but to evaluate, at a minimum, the qualifications and performance standards of the vendor. The Town may, at its option, request further information from a vendor and conduct independent research into the qualifications of a vendor.

The receipt of a quotation by the Town shall not be construed as an acceptance of the vendor’s qualifications. The Town reserves the right to determine the competence and responsibility of a vendor from its knowledge of the vendor’s qualifications or from other sources.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a vendor and the rejection of a quotation:

- a) Evidence of collusion among vendors;
- b) Questions of lack of competency; or
- c) Default on a previous contract for failure to perform.

The Town expects to award this contract in September 2020. It is expected the contract signed with the selected vendor will be substantially in accord with the terms and conditions of the

Sample Contract found in Attachment C. The executed contract will include but not be limited to all general and specific conditions contained in this Request for Quotations.

The Town reserves the right to reject any and all responses in part or in whole and to waive any informality contained therein. The Town reserves the right to award the contract in any manner consistent with the law and deemed to be in the best interest of the Town

# ATTACHMENT A

## Quotation Price Form

Pricing is per the specifications provided within this Request for Quotations. All activities not expressly mentioned in these specifications but involved in carrying out their intent are required, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

**Total Lump Sum Bid Amount Year 1**      \$ 25,124.00 **\*\*please see attached detailed 6 yr proposal\*\***

In words: Twenty-five Thousand, one-hundred twenty four dollars and zero cents

**Cloud Access Costs – Year 1**                      \$ 1,590.00

In words: One-thousand five hundred ninety dollars and zero cents

**Licenses & Support – Subsequent Years**      \$ 3,984.00

In words: Three-thousand nine-hundred eighty-four dollars and zero cents

**Cloud Access Costs – Subsequent Years**      \$ 1,590.00

In words: One-thousand five hundred ninety dollars and zero cents

The vendor certifies that all services meet or exceed the requirements of the bid specifications.

Frank Natale, CEO  
**Signature**

Francis J. Natale  
**Printed Name**

CEO & Chairman  
**Title**

VADAR Systems, Inc.  
**Company Name**

20 Main Street, Suite G1, Acton, MA 01720  
**Company Address, City, State, Zip**

978-461-5858  
**Phone**

978-461-5850  
**Fax**

frank-natale@vadarsystems.com  
**Email**

September 4, 2020  
**Date**

# ATTACHMENT B

## Tax Compliance & Non-Collusion Statements

Any person or Corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

### Tax Compliance

Pursuant to Massachusetts General Laws Chapter 62C, §49A, I certify under the penalties of perjury that to the best of my knowledge and belief, the vendor submitting this quotation is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Francis J. Natale, CEO  
Authorized Official's Signature

Francis J. Natale  
Printed Name

CEO & Chairman  
Title

VADAR Systems, Inc.  
Company Name

20 Main Street, Suite G1, Acton, MA 01720  
Company Address, City, State, Zip

978-461-5858  
Phone

978-461-5850  
Fax

frank-natale@vadarsystems.com  
Email

September 4, 2020  
Date

### Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this quotation has been made and submitted in good faith and without collusion of fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee entity, or group of individuals.

Francis J. Natale, CEO  
Authorized Official's Signature

Francis J. Natale  
Printed Name

September 4, 2020  
Date

VADAR Systems, Inc.  
Company Name

# ATTACHMENT C

## Sample Contract

---

### Contract by and between the

**TOWN OF GILL**  
**325 Main Road**  
**Gill, MA 01354-9758**

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **Town of Gill**, Massachusetts (hereinafter the **TOWN**) and \_\_\_\_\_ (hereinafter the **CONTRACTOR**).

#### WITNESSETH THAT:

**Whereas**, the **CONTRACTOR** is willing to perform the services (or provide the goods) in the timely achievement of the **TOWN**'s objectives.

**Now, therefore the parties hereto do agree as follows:**

- 1. Engagement of CONTRACTOR:** The **TOWN** hereby engages the **CONTRACTOR** to perform the services (or provide the goods) set forth herein and the **CONTRACTOR** hereby accepts the engagement.
- 2. Scope of Services:** The **CONTRACTOR** shall perform the necessary professional services as indicated in **Attachment A** of this contract.
- 3. Responsibility of the TOWN:** The **TOWN** shall assume responsibility for assisting the **CONTRACTOR** insofar as possible for the purposes of efficiency by furnishing the **CONTRACTOR** with information needed to satisfactorily complete the services. Information, reports, and research already collected by the **TOWN** will be made available to the **CONTRACTOR**.

The **TOWN** shall designate the Town Administrator as project representative authorized to act on its behalf with respect to the project. Telephone 413-863-9347 or email [administrator@gillmass.org](mailto:administrator@gillmass.org) .

- 4. Reporting:** The **CONTRACTOR** shall submit to the **TOWN** written reports on the status of the professional services provided (or goods supplied) as described in the **Scope of Services**, or at other times as required by an information request from the **TOWN**.
- 5. Subcontracts:** No subcontracts may be awarded by the **CONTRACTOR**, the purpose of which is to fulfill in whole or in part the services (or goods) required herein, without prior written approval of the **TOWN**.
- 6. Time of Performance:** The services of the **CONTRACTOR** are to commence on or about \_\_\_\_\_, and shall be undertaken and completed in sequence as to assure their expeditious completion. All services required hereunder shall be completed by \_\_\_\_\_.

7. **Compensation:** The **TOWN** will pay the **CONTRACTOR** a total fee in the amount not to exceed \_\_\_\_\_ including direct reimbursable expenses, based on the approved budget in **Attachment B** of this contract and invoices submitted in the approved form and according to the following schedule:
- a. Invoices to be submitted with quarterly reports.
  - b. Payment to the **CONTRACTOR** shall be made within 30 days of receipt of an invoice, provided the invoice is in an acceptable form and the work has been satisfactorily completed (or goods satisfactorily provided).
  - c. If at any time the voters fail to appropriate sufficient funds for performance of the **TOWN's** obligations under the contract, the obligations of the parties under the contract shall terminate for any period of time for which sufficient funds have not been appropriated.

8. **General Provisions:**

- a. **Retention of Records:** The **CONTRACTOR** shall maintain in accordance with Massachusetts General Laws, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders that are sufficient to document activities carried out were in accordance with this contract, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The **CONTRACTOR** shall maintain such records for a period of seven (7) years from the date of expiration of this contract, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
- b. **Access to Records:** The **CONTRACTOR** shall make all books, accounts, records, reports, files, and other papers, things or property related to its activities under this contract available at all reasonable times for inspection, review, and audit by the **TOWN**, its authorized representatives, the Inspector General of the Commonwealth, or the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the **CONTRACTOR** which pertain to the performance of the provisions and requirements of this contract as provided by Executive Order 195.
- c. **Termination:** The **TOWN** may terminate this contract without cause upon sixty (60) days written notice to the **CONTRACTOR**. In case of termination, all finished and unfinished documents shall become the property of the **TOWN**. Reasonable efforts to resolve differences will be made.

In the event of termination, the **CONTRACTOR** will receive payment for satisfactory services provided (or goods delivered) to the date of termination.

- d. **Nondiscrimination:** The parties hereto shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic

information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state or federal law.

- e. **Procurement Standards:** The **CONTRACTOR** shall adhere to the requirements set forth in the Procurement Laws of the Commonwealth and any regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, §39M; Chapter 149, §44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the **CONTRACTOR** takes affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The **CONTRACTOR** shall maintain records sufficient to detail the process of procurement.
  - f. **Labor Standards:** Where applicable, the **CONTRACTOR** shall adhere to the provisions of section 110 of the Act, and Massachusetts General Laws (MGL) c. 149 §26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984).
  - g. **Conflict of Interest:** Each party shall adhere to the provisions of MGL c. 268A with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided in MGL c. 268A), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.
9. **Availability of Funds:** The compensation provided by this contract is subject to the continued availability of funds for the services provided (or goods provided).
10. **Indemnification:** The **CONTRACTOR** will indemnify, save harmless, and exempt the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the **CONTRACTOR**, its officers, agents, servants and employees, provided, however, that the **CONTRACTOR** shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of willful or negligent act or omission of the Town, its officers, agents, servants and employees.
11. **Licenses:** The **CONTRACTOR** shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, as required by federal, state, or local laws or regulations, and shall comply with the provisions of the law with respect to any bonding or other insurance requirements.

- 12. Confidentiality:** The **CONTRACTOR** shall protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations, including MGL c. 66, §10, regarding access to public records.
- 13. Copyright:** No material prepared in whole or in part under this contract shall be subject to copyright in the United States of America or in any other country except with the prior written approval of the **TOWN**.
- 14. Insurance:** The **CONTRACTOR** shall at all times during the contract maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Before commencement of work, the **CONTRACTOR** agrees to furnish the **TOWN** with certificates of insurance indicating such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of the contract, the **CONTRACTOR** shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The **TOWN** shall be named as an additional insured. The general liability insurance policy should contain a broad form general liability endorsement.

- 15. Rights and Remedies:** The **TOWN's** rights and remedies provided in this contract are in addition to any other rights and remedies provided by law.
- 16. Amendment, Modification, Waiver or Change:** No amendment, modification, waiver or change shall be made in the terms and conditions of this contract except as may be mutually agreed upon in writing by all parties hereto.
- 17. Assignment:** The **TOWN** and **CONTRACTOR** recognize each has a substantial interest in having the other perform or control the acts required of it by this contract. Neither party shall perform its duties through a delegate nor assign its interest under this contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.



- 18. Successors and Assign:** The **TOWN** and the **CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract.
- 19. Severability:** If any section, subsection, sentence or clause of this contract shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the contract as a whole or of any section, subsection, sentence or clause hereof not so adjudged.
- 20. Jurisdiction:** This contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this contract shall be commenced only therein and in the applicable court closest to the **TOWN**.
- 21. Debarment:** By entering into this contract the **CONTRACTOR** hereby certifies it is not on the list of debarred contractors maintained by the Commonwealth of Massachusetts.
- 22. Registration of Foreign Corporation:** The **CONTRACTOR** hereby certifies that it meets the registration requirements for foreign corporations, under MGL c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by law.
- 23. Drug Free Workplace:** By entering into this contract the **CONTRACTOR** certifies it has a drug free workplace and policy.
- 24. Ownership of Documents:** The parties agree all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the **TOWN** shall vest in the **TOWN** at the termination of this contract. The **CONTRACTOR** shall at all times during or after termination of this contract obtain the prior written approval of the **TOWN** before making any statement bearing on the work performed or data collected under this contract to the press or issuing any material for publication through any medium.
- 25. Statutory Compliance:**
- a. This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control.
  - b. Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
  - c. The **CONTRACTOR** shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the **CONTRACTOR** performs the contract in violation of any applicable law or regulation, the **CONTRACTOR** shall bear all costs arising therefrom.

**26. Notices:** All notifications to the **CONTRACTOR** shall be made via certified mail to:  
Company Name  
Attention  
Address  
City, State Zip

All notifications to the Town shall be made via certified mail to:  
Town of Gill  
Attn: Town Administrator  
325 Main Road  
Gill, MA 01354

**27. Entire Understanding:** This contract, together with the documents listed below and attached to this contract, constitute the entire understanding and agreement by and between the **TOWN** and the **CONTRACTOR**. Neither party is relying upon any representation not contained herein. If discrepancies occur between sections in this contract and the listed documents, the language in the contract shall take precedence.

- a. Scope of Services (Attachment A)
- b. Request for Quotes released August 2020 and any subsequent addenda (Attachment B)
- c. **CONTRACTOR'S** Quotation Price Form and related documents (Attachment C)
- d. **CONTRACTOR'S** Insurance Certificates evidencing the insurance required in Section 14 of this contract (Attachment D)

**28. Signatures:** This contract is not valid until signed by authorized representatives of both the **CONTRACTOR** and the **TOWN**. The **CONTRACTOR** and the **TOWN** hereby agree to the terms and conditions contained in this contract.

IN WITNESS WHEREOF, the parties hereto execute this contract as of the latest day written below.

Date: \_\_\_\_\_ **CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ **Town of Gill, Massachusetts**  
Selectboard

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Sample Contract

### Attachment A – Scope of Services

The list below contains anticipated activities associated with the successful implementation by the **CONTRACTOR** of its Tax Collection Software for the Town of Gill. It is not intended to be a complete or exclusive list of the services to be provided by the **CONTRACTOR**. All activities not expressly mentioned in the Request for Quotations, Contract, and Scope of Services but involved in carrying out their intent are required, and the **CONTRACTOR** shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

It is expected the Scope of Services will be refined and an implementation timeline developed based upon discussions between the Town and the awarded **CONTRACTOR**.

- Hold project kickoff meeting (in-person or virtual)
- Gather data from legacy software
- Convert and import all data, accounts, and records for Fiscal Year 2021 and all accounts with non-zero balances from the legacy software into the **CONTRACTOR**'s Software
- Demonstrate successful interface between the Software and Assessors' software and RMV data.
- Customize bills, forms, reports, and etc. to meet the Town's requirements
- Install Software onto Town computers
- Conduct user training
- Go live with Software
- Monitor success of implementation and provide support as necessary



**EST. 1996**

**Property Tax & Utility Suites**

**Pricing Proposal**  
**Financial Software Proposal for Gill, MA**  
**Date: 9/4/2020**

<b><u>One Time Set Up Charges:</u></b>		<b><u>Acquisition</u></b>
File Set-Up All Master Tax/Revenue Applications	\$	5,490.00
Software Installation & Implementation Tax/Revenue	\$	2,490.00
User Training Tax/Revenue (4 on-site or 4 live virtual training visits - TBD)	\$	3,160.00
<b><u>Subtotal One Time Charges:</u></b>	<b>\$</b>	<b>11,140.00</b>

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>(Year 4)</u>	<u>(Year 5)</u>	<u>(Year 6)</u>
<b><u>Software Licenses &amp; Support Charges:</u></b>	<b><u>Acquisition</u></b>	<b><u>Annual Support</u></b>	<b><u>Annual Support</u></b>	<b><u>Annual Support</u></b>	<b><u>Annual Support</u></b>	<b><u>Annual Support</u></b>
Property Tax Suite	\$12,990.00	\$3,990.00	\$3,990.00	\$3,990.00	\$3,990.00	\$3,990.00
Real Estate Billing & Collection	included					
Personal Property Billing & Collection	included					
Patriot Assessing Data Bridge	included					
Municipal Lien Certificate	included					
Motor Vehicle & Boat Excise Billing & Collection	included					
Delinquent Real Estate Billing & Collection	included					
Abatement/Exemption	included					
Point of Sale	included					
Tax Title Billing and Collections	included					
Utility Billing (Sewer)	\$4,490.00	\$990.00	\$990.00	\$990.00	\$990.00	\$990.00

<b><u>Annual Software &amp; Support Subtotals:</u></b>	<b>\$17,480.00</b>	<b>\$4,980.00</b>	<b>\$4,980.00</b>	<b>\$4,980.00</b>	<b>\$4,980.00</b>	<b>\$4,980.00</b>
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<b><u>Annual Totals:</u></b>	<b>\$ 28,620.00</b>	<b>\$ 4,980.00</b>	<b>\$ 4,980.00</b>	<b>\$ 4,980.00</b>	<b>\$ 4,980.00</b>	<b>\$ 4,980.00</b>
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<b><u>Multi-Suite Discount - 20% of licenses:</u></b>	<b>\$ (3,496.00)</b>	<b>\$ (996.00)</b>	<b>\$ (996.00)</b>	<b>\$ (996.00)</b>	<b>\$ (996.00)</b>	<b>\$ (996.00)</b>
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<b><u>Annual Totals - VADAR Software:</u></b>	<b>\$ 25,124.00</b>	<b>\$ 3,984.00</b>	<b>\$ 3,984.00</b>	<b>\$ 3,984.00</b>	<b>\$ 3,984.00</b>	<b>\$ 3,984.00</b>
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<b><u>VADAR Cloud - 3 User Accounts:</u></b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>
--	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------

<b><u>Annual Totals - VADAR Software &amp; Cloud:</u></b>	<b>\$ 26,714.00</b>	<b>\$ 5,574.00</b>	<b>\$ 5,574.00</b>	<b>\$ 5,574.00</b>	<b>\$ 5,574.00</b>	<b>\$ 5,574.00</b>	<b>6 Yr. Total</b>
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	<b>\$ 54,584.00</b>	<b>Payment Option #1</b>
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<b><u>Annual Totals - Six Year Payment Plan (0% int)</u></b>	<b>\$ 9,097.33</b>	<b>\$ 9,097.33</b>	<b>\$ 9,097.33</b>	<b>\$ 9,097.33</b>	<b>\$ 9,097.33</b>	<b>\$ 9,097.33</b>	<b>\$ 54,584.00</b>	<b>Payment Option #2</b>
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**Year 1 acquisition costs include Year 1 support; annual support costs begin in Year 2.**

**Additional Optional Services:**

VADAR Cloud - \$990 per cloud user account per year (annual cost); multi-user bundled discounts available

**Additional Notes:**

This proposal is reflective of a three (3) year contract; annual support costs shall remain firm for 6 years (a full renewal cycle)  
 Above pricing includes the following on-site or live virtual training visits: 4 visits for tax/revenue; additional on-site training is \$790 per visit  
 Above pricing includes the following data migration services for property tax (real estate & personal property): full historical conversion for FY 2014 through FY 2020; additional data migration services quoted on a project basis  
 Above pricing includes the following data migration services for motor vehicle excise: 3 years full historical conversion (current year plus prior 2 years) and all delinquent balances; additional data migration services quoted on a project basis  
 Above pricing includes the following data migration services for utility: balance carry forward data and account (clerical) information only; additional data migration services quoted on a project basis  
 Above licensing costs for Utility are for VADAR's standard offering only; specialized processes or out of scope requirements may incur additional costs  
 No manual data entry included  
 Approved custom Programming or approved special programming quoted on a project basis  
 VADAR Cloud includes 24/7 secure, remote Internet access to your applications and data from any device (smartphone, tablet, laptop, desktop) with a High-Speed Internet Connection  
 VADAR Cloud pricing includes Remote Server Monitoring, Daily Data Backup, Disaster Recovery Services, and Anti-Virus Software  
 VADAR Cloud requires reliable high speed Internet connection  
**Proposal valid through December 31, 2020**



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
100 CAMBRIDGE ST., SUITE 1020  
BOSTON, MA 02114  
Telephone: 617-626-7300  
Facsimile: 617-727-0030

**Charles D. Baker**  
Governor

**Karyn E. Polito**  
Lt. Governor

**Kathleen A. Theoharides**  
Secretary

**Patrick C. Woodcock**  
Commissioner

September 1, 2020

John Ward, Chair, Selectboard  
Town of Gill  
325 Main Road  
Gill, MA 01354-9758

Dear Chairman Ward:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of **\$53,400** for the following projects proposed in the Town of Gill's Green Communities Competitive Grant application.

List of projects funded:

- \$45,900, Town Hall—Air source heat pump
- \$7,500, Town of Gill— EV charging station

The Division reviewed Gill's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact person listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the Town of Gill on your grant projects. We congratulate you on your grant award and applaud your efforts to create a cleaner and more resilient energy future for your community and the Commonwealth as a whole.

Please do not hesitate to contact me at 617-645-1423 or by email at [Brian.P.Sullivan@mass.gov](mailto:Brian.P.Sullivan@mass.gov) with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Sullivan". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

Brian Sullivan  
Director, Green Communities Division

Cc: Ray Purington, Town Administrator

Ray Purington, Town Administrator

Mark Rabinsky, Green Communities Western Regional Coordinator



# I.COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Town of Gill (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Energy Resources MMARS Department Code: ENE	
<b>Legal Address: (W-9, W-4):</b> 325 Main Road, Gill, MA 01354		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 1020, Boston, MA 02114	
<b>Contract Manager:</b> Ray Purington	<b>Phone:</b> 413-863-9347	<b>Billing Address (if different):</b> Not Applicable	
<b>E-Mail:</b> administrator@gillmass.org	<b>Fax:</b> 413-863-7775	<b>Contract Manager:</b> Jane Pfister	<b>Phone:</b> 617-626-1194
<b>Contractor Vendor Code:</b> VC6000191798		<b>E-Mail:</b> jane.pfister@mass.gov	<b>Fax:</b> 617-626-7300
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b>			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). <b>\$53,400.00.</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> PPD; Payment issued within 15 days <input type="checkbox"/> PPD; Payment issued within 20 days <input type="checkbox"/> PPD; Payment issued within 30 days <input type="checkbox"/> PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> ; agree to standard 45 day cycle <input checked="" type="checkbox"/> ; statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>This is a contract to award a grant to the Town of Gill for fiscal years 2021-2022 under the Green Communities Competitive Grant Program in the amount of fifty-three thousand four hundred dollars (\$53,400.00) to fund energy conservation measures, air source heat pump and EV charging station, in municipal facilities including Town Hall and town vehicle infrastructure, to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>    </u> , 20 <u>    </u> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>    </u> , 20 <u>    </u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>September 30, 2021</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the <b>"Effective Date"</b> of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Ray Purington</u>		Print Name: <u>Chanthavy Sor</u>	
Print Title: <u>Town Administrator</u>		Print Title: <u>Acting Chief Financial Officer</u>	

## **BACKGROUND**

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee’s response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



## **ATTACHMENT A – Green Communities Competitive Grant Application Materials**

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth’s procurement website from 1/16/2020 until 5/16/2020

### **DOER PON-ENE-2020-011 2020 Green Communities Competitive Grant Program**

Bid # [BD-20-1041-ENE01-ENE01-47476](#)

And amended

[DOER PON-ENE-2020-011 2020 GC Competitive Grant Program Opportunity Notice Amendment One 03.19.20 \(FINAL\).pdf](#)

## **ATTACHMENT B – Grantee Response**

1. Grantee submission narrative – ev charging station a narrative.pdf, town hall ashp a narrative .pdf
2. Grantee grant table submitted – grant application table 04 30 2020 06 04 2020.xlsx
3. Grantee certification of application submitted – certification of application.pdf

Response included additional files

- ev charging station b charging unit quote aeg.pdf
- town hall ashp e bales energy study for gill town hall.pdf
- town hall ashp d municipal energy assessment report.pdf
- town hall ashp c heat pump vs boiler eval gl energy services.xlsx
- town hall ashp b gl energy services proposal.pdf

**ATTACHMENT C – SCOPE OF GRANT AWARD**

**COMMONWEALTH OF MASSACHUSETTS  
SCOPE OF GRANT AWARD AGREEMENT**

**By and Between  
Department of Energy Resources  
and  
Town of Gill**

**SCOPE OF GRANT AWARD**

**1. Overview**

The purpose of this contract is to award a grant to the Town of Gill (Grantee) for a maximum obligation amount not to exceed fifty-three thousand four hundred dollars (\$53,400.00) to fund energy conservation measures in municipal facilities including Town Hall and town vehicle infrastructure, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested fifty-three thousand four hundred dollars (\$53,400.00) in public funding out of fifty-four thousand six hundred seventy dollars (\$54,670.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are air source heat pump and EV charging station.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

**Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.**

**2. Contingencies**

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), when the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

**3. Procurement**

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

**4. Program Schedule**

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones it will promptly contact the DOER.

- (1) Complete construction of the Project – August 1, 2021
- (2) End of grant period – September 30, 2021

## 5. Disbursement of Funds

**Initial Disbursement:** Twenty five percent (25%) of the award in the amount of thirteen thousand three hundred fifty dollars and <sup>00/100</sup> (\$13,350.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award Agreement has been fully satisfied.

**Second Disbursement:** Fifty percent (50%) of the award in the amount of twenty-six thousand seven hundred dollars and <sup>00/100</sup> (\$26,700.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

**Final Disbursement:** Twenty five percent (25%) of the award in the amount of thirteen thousand three hundred fifty dollars and <sup>00/100</sup> (\$13,350.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that **all** reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

**Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.**

## 6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

## 7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

## 8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2021, shall be promptly returned to the DOER within sixty (60) days.

## 9. Administrative Costs

Grantee's administrative costs cannot exceed ten percent (10%) of the maximum obligation contract amount of fifty-three thousand four hundred dollars (\$53,400.00).

## 10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

## 11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters:
  - a. July 1 – Sept 30
  - b. Oct 1 – Dec 30
  - c. Jan 1 – Mar 30
  - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
  - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister  
Green Communities Grant Coordinator  
617-626-1194

[jane.pfister@mass.gov](mailto:jane.pfister@mass.gov)

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

**VI. ATTACHMENT D - BUDGET**

Check one:  Initial Budget  
 Budget/Account Amendment. Maximum Obligation before this Amendment:  
 PRIOR MMARS DOCUMENT ID: \_\_\_\_\_ (for reference - if applicable)  
 CURRENT DOC ID: \_\_\_\_\_

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter “YES” if Amount is a prior FY budget reduction or a current FY “Carry-in” authorization for Federal Funds	New Amount After Amendment
FY21	2000-0113	P01	GNCO-COMP	\$53,399.00				
FY22	2000-0113	P01	GNCO-COMP	\$ 1.00				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2021</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$53,399.00
FISCAL YEAR: <u>2022</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT</b>	<b>\$53,400.00</b>

**VII. COMMONWEALTH OF MASSACHUSETTS  
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

**1. Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

**2. Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

**3. Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

**4. Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

**5. Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

**6. Confidentiality.** The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

**7. Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

**8. Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

**9. Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

**10. Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,





## COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

**11. Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

**12. Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**13. Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

**14. Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

**15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

**IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.**



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor’s authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the “record copy” of a contract filed with the department.

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

## PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X** \_\_\_\_\_

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

### AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

**Legal Address:** number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.  
**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

□□-□□□□□□

**Vendors:**  
**Dunn and Bradstreet Universal Numbering System (DUNS)**

**DUNS**

□□□□□□□□

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No \_\_\_ Yes \_\_\_ If yes, **in compliance with** the State Ethics Commission **requirements**.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

<b>Sign Here</b>	<b>Authorized Signature ▶</b>	<b>Date ▶</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

**5.** You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

#### Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one online at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee <sup>1</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.**

**Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.**



# COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE COMPTROLLER  
Electronic Funds Transfer Sign Up Form

Request type must be checked:  Initial Request  Changing Existing Account  Closing Account

I \_\_\_\_\_, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.
- I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from ether me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

### VENDOR BANK INFORMATION

Vendor Bank Name: \_\_\_\_\_  
 Vendor Bank Transit Number (ABA): \_\_\_\_\_  
 Vendor Bank Account Number: \_\_\_\_\_

**Filling out this field is a requirement for changing account number**

Vendor Bank Old Account Number: \_\_\_\_\_  
 Account Type: \_\_\_\_\_

### VENDOR INFORMATION

Vendor Tax Identification Number (TIN): \_\_\_\_\_  
 Vendor/Business Name: \_\_\_\_\_  
 Vendor Contact Name: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

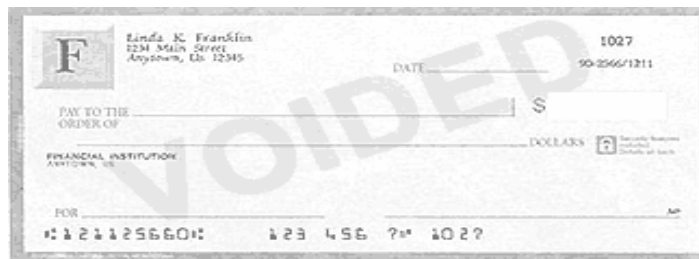
This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Form forwarded to Commonwealth Department: \_\_\_\_\_

Attached voided check here:



Please find included the legal forms required for participation in the Eversource EV Make Ready Program (the “EV Program”). The EV Make Ready Program has been approved by the Massachusetts Department of Public Utilities (“MDPU”) to encourage development of an electric vehicle marketplace and to facilitate deployment and use of electric vehicles throughout Massachusetts. As such, the Make Ready Program documentation provided here reflects in certain respects the required terms and conditions contained in the MDPU-approved tariffs under which Eversource provides its services in support of the EV Make Ready Program. Since such terms are embodied in state-wide tariffs, Eversource is not at liberty to deviate from them in individual cases.

- The Site Host Agreement – A document describing your obligations as the Site Host (Site Host) and Eversource (Company) as part of the EV Make Ready Program. This document should be reviewed by the appropriate parties prior to being signed. Please note however, that Sections 20.0, 21.0, and 22.0 of the Site Host Agreement reflect the provisions of the MDPU tariff\*\*\* and cannot be modified by Eversource. Also, please note that the Company requires some assurance (reflected in Section 19.4) that there are no significant environmental hazards or conditions at your location that could lead to liability beyond that normally encountered in the course of Company’s infrastructure work.

Please let me know if you have any questions or concerns about any of documents or this letter. Please be aware, we will require signature of the Site Host Agreement to begin work at your site. Upon receipt of these documents in good order, we will work with you to set up a schedule for preparation and construction of the necessary electric infrastructure to serve the proposed EV charging station(s) at your site.

\*\*\* Refer to this link for the provisions of the MDPU tariff:

[https://www.eversource.com/content/docs/default-source/rates-tariffs/3-tariff-ma.pdf?sfvrsn=739dc462\\_10](https://www.eversource.com/content/docs/default-source/rates-tariffs/3-tariff-ma.pdf?sfvrsn=739dc462_10)

**ELECTRIC VEHICLE CHARGER  
SITE HOST AGREEMENT**

THIS SITE HOST AGREEMENT (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation and electric company, with an address at 247 Station Drive, Westwood, Massachusetts 02090 (“Company”) and \_\_\_\_\_, a \_\_\_\_\_, with an address at \_\_\_\_\_, \_\_\_\_\_, Massachusetts (“Site Host”). The Company and Site Host are each referred to herein sometimes as a “Party” and collectively as “Parties”.

Background:

- A. The Company has received approval of the Massachusetts Department of Public Utilities (“DPU”) for a program for facilitating siting and installation of electric vehicle charging infrastructure (“EV Charger”) within the Company’s electric service territory in D.P.U. Docket No. 17-05 (“Make-Ready Electric Vehicle Charging Infrastructure Proposal” approved by the MDPU on November 30, 2017) (the “Program”).
- B. Site Host is an electric service customer of the Company, has filed an application with the Company for qualification as a participant in the Program, and has offered to host EV Chargers on property owned or controlled by the Site Host located within the Company’s electric service territory (“Site”).
- C. In order to install the EV Chargers at the Site, the Company needs to install certain electric service infrastructure at the Site (defined below as the “Facilities”), to enable interconnection of the EV Chargers with the Company’s electric distribution system.
- D. Before the Company can proceed with the installation of the Facilities at the Site, the Company requires permission from the Site Host, to access the Site and perform the work of installing the Facilities.
- E. The Parties desire to memorialize their mutual agreements and their respective obligations with respect to the installation of EV Chargers at the Site, consistent with the requirements of the Program.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

- 1.0 Site Host hereby agrees to provide one or more locations at the Site for the installation of EV Chargers. The specific location of the EV Chargers at the Site shall be determined by the Site Host in coordination with the Company and, if needed, the supplier of the EV Chargers (“Supplier”).
- 2.0 Site Host, at its sole cost and expense, shall be responsible for the procurement of the EV Chargers from the Supplier within thirty (30) days following the Effective Date, and shall provide proof of such purchase (including pricing) to the Company. Failure to provide proof of such purchase within thirty (30) days after the Effective Date will void any funding commitment or scheduled work reserved for Site Host at the Site.
- 3.0 Site Host agrees to install either (a) not less than two (2) and not more than ten (10) so-called “Level II” EV Chargers, or (b) not less than one (1) and not more than three (3) so-called “Fast DC” EV Chargers at the Site.
- 4.0 Site Host agrees that the selection of the EV Charger models, the number of EV Chargers to be installed and their charging levels cannot be changed by the Site Host following submission of such information to the Company for purposes of developing the design of the Facilities.
- 5.0 Site Host agrees to operate and maintain the EV Chargers at the Site for at least five (5) years from the date the EV Chargers are first placed in service (“In-Service Date”).
- 6.0 As a Company distribution service customer, the Site Host agrees to pay for all metered electric services provided by the Company for the EV Chargers at the Company’s applicable rates and tariffs from time to time.
- 7.0 The Company agrees to provide and install the necessary infrastructure at the Site to connect the EV Chargers to the Company’s electric distribution system. Such infrastructure shall consist of poles, conduits, ducts, cables, wires, switches, transformers, concrete pads, manholes, handholes, supporting foundations, culverts, and all other accessory and appurtenant equipment and material necessary in the opinion of the Company to enable the safe and reliable operation of the EV Chargers at the Site (collectively, “Facilities”). The Company shall also make all necessary upgrades or modifications to its distribution system off-Site, to the extent required to provide service to the EV Chargers at the Site.
- 8.0 A site development plan (“SDP”) will be provided by the Company, showing the proposed Facilities and their location at the Site, consistent with the location(s) selected by the Site Host, the Company and, as needed, the Supplier. The SDP shall contain a schedule for the work necessary for the



installation of the Facilities. The Site Host is solely responsible for obtaining any applicable federal, state and local environmental permits and approvals required by law for the installation of the Facilities at the Site.

- 9.0 Site Host hereby grants to the Company, its successors and assigns, the permission, from time to time as may be necessary to install, repair, renew and maintain electrical equipment, including, at the option of the Company, the replacement of said electrical equipment with electrical equipment of different size and voltage, along with the necessary cables, conduits, wires, sustaining or protecting fixtures, and service connections attached thereto constituting a line for the distribution of electricity and lines for telecommunications for control and metering purposes (collectively, the “Facilities”), in, upon, under, along and across the Site, and the right to enter upon the Site from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said Facilities, the approximate location of said Facilities being shown on the Site Development Plan approved by the Parties and attached hereto as Exhibit A. In the event the Company is required to relocate said Facilities or any related sustaining or protecting fixtures due to the request or direction of the Site Host or any person acting under the authority or direction of the Site Host, the Site Host shall reimburse the Company for the reasonable costs thereof.
- 10.0 All work by the Company under this Agreement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials, in a manner and location reasonably acceptable to the Site Host and the Company. Site Host agrees that any field changes in the location of the Facilities shall be subject to prior review and written approval of the Company, which shall not be unreasonably withheld.
- 11.0 Site Host will not erect or permit any structures or obstructions which in the reasonable judgment of the Company might interfere with the safe operation and maintenance of the Facilities. The Company shall have the right to cut down and keep trimmed all trees, bushes, underbrush and growth as the Company may from time to time deem reasonably necessary for the safe operation and maintenance of the Facilities. Site Host agrees that there shall be no interference with pedestrian and vehicular access to the Facilities. It is understood that access to Facilities includes travel through the Site at any time for inspection and maintenance, and for emergency repairs, by all manner of vehicles and on foot. In addition, Site Host may be required, at its cost, to temporarily relocate vehicles or other equipment located within the Site to allow Company and its contractors access to the Facilities within the Site.

- 12.0 Company shall procure and maintain at its expense, at all times during the performance of any work under this Agreement, public liability insurance, including personal injury and property damage, and automobile liability insurance in amounts of \$2,000,000 combined single limit each, against all claims and demands of any injury to person or property which may occur or be claimed to have occurred on the Site as a result of the work on the Site by the Company or its contractors. Site Host shall be designated as an additional insured party on the general liability policy and on the self-insured general liability program shall be treated as if an additional insured. The Company shall, before entry upon the Site for the purposes of installing the Facilities, furnish the Site Host with a valid certificate of such insurances. Site Host acknowledges that Company may self-insure all or part of its insurance obligations hereunder.
- 13.0 Site Host and its employees, agents and contractors shall comply at all times and under all circumstances with all Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), OSHA and any other applicable requirements regarding work or activity in the proximity of energized electric lines.
- 14.0 Site Host shall promptly reimburse the Company for the actual costs, as reasonably determined by the Company, of repair or replacement of any Facilities that have been injured or damaged by the Site Host, its agents, invitees, contractors, or their respective employees. All Facilities installed within the Site pursuant to this Agreement shall remain the property of the Company and the Company shall pay all taxes assessed thereon.
- 15.0 To the extent that the Site Host qualifies as a Program participant, and meets the other requirements set forth herein, the design and installation cost of the Facilities and any off-Site upgrades or modifications to provide service to the EV Chargers shall be paid for by the Company pursuant to the terms and provisions of the Program.
- 16.0 Site Host acknowledges that Program funding for the Facilities is committed by the Company only after the Company receives all required documentation from the Site Host pursuant to the terms of the Program. Such documentation includes an application and approved Work Order.
- 17.0 Site Host agrees that it shall not apply for, seek or obtain any rebates or incentives offered by any other person for the installation or hosting of the EV Chargers if such rebates or incentives, when combined with the rebates and incentives provided by the Program, would exceed an amount equal to the total (100%) of the cost of the EV Chargers and their installation.

- 18.0 If the Site is located in an Environmental Justice Community (“EJC”), the Site Host may be eligible for a rebate under the terms of the Program (“Rebate”). To qualify, An EJC must meet at least one of the criteria in Western Massachusetts and two of the three criteria in Eastern Massachusetts established by the Massachusetts Executive Office of Energy and Environmental Affairs: (1) 25 percent or more of the population in the communities must earn 65 percent or less than the Massachusetts median household income; (2) 25 percent or more of the population in the communities must identify as a race other than white; and (3) 25 percent of households lack a person over the age of 14 who speaks only English or speaks English very well.
- 18.1 In the event the unit cost of the Level II EV Charger, as determined by the Company, exceeds the Rebate, the Site Host will be responsible for the incremental cost.
- 18.2 Site Host may use the Rebate solely for the purchase of EV Chargers.
- 19.0 Site Host represents and warrants to the Company as follows:
- 19.1 Site Host is a current non-residential or multi-unit residential electric delivery customer of the Company.
- 19.2 Site Host has full corporate power and authority to enter into and perform this Agreement in accordance with its terms, and neither the execution of this Agreement, nor its performance, will conflict with or violate any other agreement or instrument by which the Site Host or the Site is bound. There are no claims or actions pending or, to Site Host’s knowledge, threatened against the Site Host or the Site that would prevent or interfere with the performance of this Agreement. There are no known or suspected conditions (including environmental conditions) at the Site that would prevent or impede the installation of the Facilities by the Company.
- 19.3 Site Host is the fee owner of Site, or has a long-term (10years or longer remaining term) lease or ground lease of the Site.
- 19.3.1 If Site Host has a lease, the lease expressly provides that the Site Host has the authority to grant utility license rights for the provision of utility services to the Site.
- 19.3.2 If the lease does not so provide, the Site Host shall be solely responsible for obtaining the necessary license or consent from the fee owner for the installation of the Facilities at the Site, in the form of statements in outlined Sections 9 through 12 of this

agreement, or otherwise in form and substance satisfactory to the Company.

- 19.3.3 If Site Host is neither a fee owner nor a long-term lessee of the Site, Site Host is responsible for obtaining from the landowner the necessary license rights for the Company to access the Site for purposes of installation of the Facilities.
- 19.4 The Site is free from “hazardous materials,” as those terms are defined in applicable state and federal laws and regulations. In the event pre-existing “hazardous materials” are discovered at the Site during the course of installation of the Facilities, the Company’s sole obligation shall be to comply with the Utility Related Abatement Measures (“URAM”) set forth in 310 CMR 40.0460 *et seq.* as amended from time to time, and all other responsibility with respect to such “hazardous materials” shall be that of the Site Host. The Site is free from any property restrictions that would prohibit the installation of the EV infrastructure, including any institutional controls, Environmental Land Use Restrictions (“ELUR”), Activity and Use Limitation (“AUL”) and/or engineering controls (i.e., Engineered Barrier, soil cap, remediation systems), as defined in 310 CMR 40.000 *et seq.* as amended from time to time. In the event any of these controls exists on the Host Site, the Site Host is responsible for compliance, under the supervision of its License Site Professional. The Site Host is not aware of any resource areas regulated under any applicable federal, state or local environmental law for which the Site Host has not obtained an approval for the EV infrastructure installation.
- 19.5 Site Host routinely provides customer parking for periods in excess of four (4) hours for customers at the Site and shall continue to provide such parking to customers for as long as EV Chargers are operated at the Site.
- 19.6 Upon Company’s request, Site Host will participate in a Customer Satisfaction Survey conducted by the Company following the installation of the Facilities.
- 20.0 **THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE FACILITIES AND/OR THE EV CHARGERS, WHETHER EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** Neither by inspection or non-rejection nor in any other way does the Company give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Site. The Company shall not be liable for damages resulting in any way from the supplying or use of

electricity or from the presence of the Company's service, conductors, appurtenances or other equipment on the Site.

- 21.0 The Company shall be excused from performance and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution, or impairment of electrical service from generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God, or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service.
- 22.0 Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Site Host or any other persons resulting from the use of electricity or the presence of the Company's Facilities on the Site. In any event, the Company shall not be liable in contract, in tort (including negligence and G.L. c. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the Site Host or other economic harm resulting from the Facilities, Company's work at the Site or Site Host's participation in the Program.
- 23.0 Site Host agrees to grant permission to Company to receive all available data recorded on EV Chargers from Supplier on a monthly basis for at least five (5) years from the In-Service Date.
- 24.0 This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein. No provision of this Agreement be supplemented, terminated, modified or waived except by a writing signed by both Parties.
- 25.0 Any notice or other communication authorized, required or desired to be given under this Agreement shall be in writing and delivered by hand against receipt, by first class certified mail, postage prepaid, return receipt requested, by express mail or express courier service providing proof of delivery, or by electronic transmission providing confirmation of receipt, if addressed to the

party intended to receive the same to the address or e-mail address set forth below:

If to Site Host:

Attn: \_\_\_\_\_  
Office Telephone Number: \_\_\_\_\_

If to Company:

NSTAR Electric Company d/b/a Eversource Energy  
247 Station Drive SE210  
Westwood, Massachusetts 02090  
Attn: EV Make Ready Program  
Office Telephone Number: 781-441-8639

All such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, if sent by express courier service or sent by electronic transmission (with a confirmation copy sent by first class mail) or (ii) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail as aforesaid. Either Party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

- 26.0 All exhibits to this Agreement are hereby incorporated by this reference into this Agreement.
- 27.0 This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions contained in this Agreement are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.
- 28.0 Neither Party shall be permitted to assign its rights or obligations under this Agreement; however, the provisions of this Agreement shall be binding on, and inure to the benefit of, the respective successors and successors in title of the Parties.
- 29.0 No employee, officer, director, stockholder, manager, member or any person or entity in any way affiliated with either Party shall have any personal liability with respect to this Agreement, any instrument delivered by such Party, or the transaction contemplated hereby, nor shall the property of any

such person or entity be subject to attachment, levy, execution or other judicial process.

30.0 This Agreement is subject to and shall be governed by, to the extent applicable, by the Company's "Terms and Conditions – Distribution Service", as approved by the MDPU from time to time, and shall further be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any action brought with respect to this Agreement shall be brought in, and the sole place of venue and jurisdiction for said action shall be in Boston, Massachusetts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument by their respective duly authorized representatives, as of the date first above written.

NSTAR ELECTRIC COMPANY  
d/b/a Eversource Energy

By: \_\_\_\_\_

Name: James Cater

Title: Program Lead – EV Make Ready

[SITE HOST]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A – LIST OF COVERED SITES





# Quotation

DATE: 8/31/2020

COMPANY NAME: TOWN OF GILL MA

ATTENTION: Alden Booth

JOB NAME & CITY: Gill, MA

QTY	Item #	Description	Unit Price	Ext Price
1	CT4021-GW1	Dual Output, Gateway Option, Bollard Unit - 208/240V @30A with Card Management	\$ 6,705.00	\$ 6,705.00
2	CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan <b>to be paid upfront by AEG. Town of Gill to pay annually to AEG \$329.00 per outlet per year starting in year 1</b>	\$ 329.00	\$ 658.00
1	CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service	\$ 349.00	\$ 349.00
1	CPSUPPORT-SITEVALID	Site Validation- Cad Drawings, Paid for by Eversource	\$ -	\$ -
1	CHARGEPOINT CT4001-CCM	CONCRETE MOUNTING KIT	\$ 124.28	\$ 124.28
1	CHARGEPOINT CT4000-PMGMT	CT4000 POWER MANAGEMENT KIT	\$ 67.85	\$ 67.85
1	CT4000-ASSURE5	5yr Prepaid Assure Plan <b>(DECLINED BY TOWN)</b>	\$ -	\$ -
	INFRASTRUCTURE	Paid for by Eversource	\$ -	\$ -
				\$ 7,904.13

**ASSURE is ChargePoint's extended warranty program;**

The Assure Program includes parts and on-site labor to repair or replace any manufacturing defects. The standard product warranty is one-year, parts only. A site validation is required to purchase Assure. The site fee will be waived if Advanced Energy Group is installing the station(s).

**Advanced Energy Group Preventative Service and Maintenance:**

Advanced Energy Group is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- \*Quarterly visits to clean, inspect and test units using J1772 tools
- \*Active monitoring of stations functionality via ChargePoint software interface
- \*Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Advanced Energy Groups then current rates with travel time at half-rate
- \*Cancellable at any time

**Advanced Energy Group Service and Maintenance Cost:**

\*One station Annual Cost \$900 / billed \$225 per quarter Starting in year 2 of Charging Station Ownership.

**Important Buyer Information**

Warranty

ChargePoint EVSE comes with a standard 1-year parts only warranty; there is an option to "Validate" the installation, which allows for the purchase of their "Assure" Extended Warranty program. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

**Communication Requirements**

ChargePoint equipment relays data via dual band cellular signal. A Sprint /AT&T 3G or Verizon 4G signal is required at the site.

**Provisioning & Station Manager**

When purchasing ChargePoint equipment an individual must be designated as the initial "station manager". This person will receive an auto-generated email from ChargePoint requesting they accept software terms and setup a username and password allowing them to access the web based account. Additional users may be added and removed with specified access. This process must be completed before the station can be "provisioned" (programed with operating settings) to appear online.

Please note the station owner must provide a completed provisioning set up form and activate their user account in advance of installation.

Sincerely,

Mark Provencher  
Energy Management Advisor  
Advanced Energy Group  
(M) (413) 335 5717

**TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO ADVANCED ENERGY GROUP.**

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_