



SELECTBOARD AGENDA & MEETING NOTICE

September 28, 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 & 9/14
- Police Department – Discussion of continued 3rd fulltime officer for COVID-related coverage

New Business

- Equipment List & Cost Estimate to transition to Comm. of Mass Interoperable Radio System (CoMIRS)
- FFY2020 Emergency Management Performance Grant - \$2,700, split among CodeRED annual service contract (\$700) and two Incident Command Boards (\$1,000 each)
- Policy on Selectboard Letters of Support for Pending Legislation
- FY21 “Monthly Budget” for October 2020 - \$305,367 (min. amount per Dept of Revenue)
- Sewer Abatement – Erica Masson, 2 Pine St, \$185.07
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any

Warrants

FY21 #6 Vendors (\$33,995.70) & Payroll (\$27,912.66) – reviewed & signed by the Chair on 9/15
FY21 #7 – to be reviewed & signed by the Chair and reported on at the next meeting

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
10/12		Columbus Day Holiday	
Tues 10/13	5:30 PM	Selectboard meeting	TBD
Sat 10/24	10A-Noon	Flu Clinic	Gill Elementary School

Gill COMIRS Budget Request

Item #	Description	Qty	Unit Price	Discount	Price
Portable Radios	Motorola APX 6000	6	\$ 2,822.03	\$ 13,679.64	\$ 3,252.54
Portable Battery	Spare Batteries for APX6000	4	\$ 69.29	\$ -	\$ 277.16
Portable Mic	Shoulder Microphone w/Antenna	6	\$ 110.00	\$ -	\$ 660.00
Portable Repeater	Upgrade software to work with digital repeater system	6	\$ 76.00	\$ -	\$ 456.00
Mobile Radios	Motorola APX 6500	4	\$ 2,862.42	\$ 9,611.24	\$ 1,838.44
Mobile Repeater	Upgrade software to work with digital repeater system	3	\$ 190.00	\$ -	\$ 570.00
Mobile Installation	Installation cost per cruiser	3	\$ 100.00	\$ -	\$ 300.00
Base Radio	Equipment needed for station. (Desk mic, power supply, etc)	1	\$ 1,171.23	\$ -	\$ 1,171.23
Portable Radios	Motorola APX 8000 (Tri-Band Mutual Aid Radio)	6	\$ 5,399.89	\$ 13,679.64	\$ 18,719.70
Portable Radios	Motorola APX 4000	14	\$ 2,279.94	\$ 31,919.16	\$ -
Portable Battery	Spare Batteries for APX 8000	3	\$ 69.29	\$ -	\$ 207.87
Portable Battery	Spare Batteries for APX 4000	4	\$ 71.75	\$ -	\$ 287.00
Portable Mic	Shoulder Microphone w/Antenna	3	\$ 110.00	\$ -	\$ 330.00
Portable Mic	Shoulder Microphone	17	\$ 66.52	\$ -	\$ 1,130.84
Portable Repeater	Upgrade software to work with digital repeater system	20	\$ 76.00	\$ -	\$ 1,520.00
Mobile Radios	Motorola APX 6500	2	\$ 2,862.42	\$ 4,805.62	\$ 919.22
Mobile Radios	Motorola APX 4500	8	\$ 2,402.81	\$ 19,222.48	\$ -
Mobile Repeater	Upgrade software to work with digital repeater system	3	\$ 190.00	\$ -	\$ 570.00
Mobile Installation	Installation cost per vehicle	6	\$ 100.00	\$ -	\$ 600.00
Base Radio	Equipment needed for station. (Desk mic, power supply, etc)	2	\$ 1,171.23	\$ -	\$ 2,342.46
Station Equipment	Station mounted antennas	2	\$ 1,000.00	\$ -	\$ 2,000.00
				Police Subtotal	\$ 8,525.37
				Fire Subtotal	\$ 26,627.09
				Total Cost	\$ 132,070.24
				State Share	\$ 92,917.78
				Gill Share	\$ 37,152.46

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>.

CONTRACTOR LEGAL NAME:(and d/b/a): GILL, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 325 MAIN ROAD GILL, MA 01376-9758		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Gene Beaubien	Phone:	Billing Address (if different): same	
E-Mail: gmbdab@comcast.net	Fax:	Contract Manager: Lorri Gifford / Emily Horan	Phone: 508.820.2004
Contractor Vendor Code: VC6000191798		E-Mail: EM.Grants@mass.gov	Phone: 508.820.1407
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY21EMPG20000000GILL	
		RFR/Procurement or Other ID Number: FFY2020EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to</u> Amendment: _____. Enter Amendment Amount: _____. AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
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: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$2,700			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A): <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. Funds will only be used for activities outlined in the subrecipient's approved FFY2020 application and in accordance with attached Federal Articles of Agreement, and MEMA Special Conditions and Reporting Requirements and the SIEC Special Conditions for Interoperability Grants.			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, 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 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

**FFY2020 Department of Homeland Security, Federal Emergency Management Agency
Federal Articles of Agreement**

Article I - Summary of Award

Massachusetts Emergency Management Agency is awarded a total federal allocation in the amount of \$1,996,347.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The “Contractor” or “Sub-recipient” is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (“Department”), is responsible for administering this grant program.

Agreement

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. Project Revisions. Any substantive adjustment to a sub-recipient’s scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.
2. Press. Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. Release of Information. All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. Application of Special Conditions to Sub-Recipient: If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. Reporting. Sub-recipients agree to submit timely and accurate Reimbursement Request From as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
6. Contractor/Consultant Rates. Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. Internet Access. Sub-recipients must have Internet access.
8. Email addresses. Sub-recipient project point of contact of grant programs must have individual email addresses.
9. Sub-recipient Non-compliance. Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).
10. Monitoring. Sub-recipients agree to cooperate with MEMA monitoring and site visits.
11. Records Retention. The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization’s procurement procedures which are documented and reflect current procurement practices
2. My organization’s procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.

FFY 2020 EMPG Application

APPLICANT INFORMATION:

TOWN/CITY/TRIBE:			
DUNS #: (required)		Expiration Date: (required)	

PROJECT Point of Contact (*Emergency Manager/Director*):

Name:			
Title:			
Email:		Phone:	

PROJECT STATEMENT OF WORK:

Provide a description of your project that includes “*who, what, when, where, why and how*”

--

Will anything be installed?	
Are you purchasing any communication equipment?	
Are you purchasing a drone or drone accessories?	
Are you purchasing sonar equipment?	

Please email your completed Application to EM.GRANTS@mass.gov (*do not mail copy*)

PROJECT BUDGET

What is your Total Eligible Award Amount: <i>If Regional, List each community and their eligible award amount below</i>			
Town/City/Tribe Name(s)	Award Amount	Town/City/Tribe Name(s)	Award Amount

Please list your estimated project cost below:

Description of Each Proposed Expenditure	AEL #	Portable or Installed	Quantity	Total Cost
TOTAL				

MATCH

Please list below what you will use as match:

Match Description <i>(your match amount must equal award amount and be an allowable activity/expense)</i>	Total Match to be Provided
TOTAL	

Please email your completed Application to EM.GRANTS@mass.gov (do not mail copy)

Ray Purington/Gill Selectboard

From: Vicky Jenkins <vjenkins@nmhschool.org>
Sent: Thursday, September 24, 2020 9:34 PM
To: Alden; Allen Tupper Brown; andy cole; Claire Chang; Janet Masucci; Ray Purington/Gill Selectboard; Randy Crochier; John Ward; Greg Snedeker
Subject: Fwd: letter to Conference Committee for Climate bill in MA statehouse
Attachments: Climate Bill Conference Letter. Newton. 9.18.20.pdf

The Gill Energy Commission unanimously agreed to request that the attached letter written by the Town of Newton to members of the Climate Bill Commission be added to the agenda for the next Select Board meeting in hopes that Gill will also send their concerns to members of the Climate Commission.

Thank you,

Vicky, for the Energy Commission

One Lamplighter Way, Mount Hermon, MA 01354 nmhschool.org



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Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

Telephone
(617) 796-1100
Fax
(617) 796-1113
TDD/TTY
(617) 796-1089
Email

rfuller@newtonma.gov

September 18, 2020

Representative Bradley H. Jones, Jr.
Representative Thomas Golden
Representative Patricia Haddad
Senator Michael Barrett
Senator Cynthia Stone Creem
Senator Patrick O'Connor

Dear Members of the Climate Bill Conference Committee:

The City of Newton is deeply grateful for the enormous effort and thoughtful deliberation reflected in the House and Senate Climate Bills (H.4933 and S.2500). As communities work diligently to lower their own greenhouse gas emissions, the State's leadership and 2050 net-zero emissions goal is welcome and reassuring. We also greatly appreciate the recognition in both bills of the connection between climate change and the disproportionate burden on environmental justice communities.

Thank you for the opportunity to comment on the priorities in the bills from the City of Newton's perspective. We paid particular attention to those measures that are in one or the other of the Senate or the House bills, or in which the bills address the same or a similar issue differently.

Board of Building Regulations and Standards, Net-Zero Stretch Energy Code (House, 15A-15F; Senate, sections 30, 31, 35-42, 54)

The House and Senate bills similarly enlarge the Board of Building Regulations and Standards (BBRS), add the Commissioner of the Department of Energy Resources (DOER) as a member of the BBRS, and specify the addition to the BBRS of members with energy efficiency and building technology expertise.

The Senate bill is much more expansive. It puts DOER, in consultation with the BBRS, in charge of developing "a municipal opt-in specialized stretch energy code that includes... a definition of net-zero building." In doing so, it *both* addresses the need for a net-zero stretch energy code and flips the primary responsibility for developing the code from the BBRS to DOER.

The Senate bill further requires municipalities to adopt the stretch energy code in order to qualify under State law as a "green community" and, among other things, requires adoption of the stretch energy code within a year of the law's passage.

We emphatically support the Senate's bill with respect to these issues. Many cities and towns, Newton included, have set ambitious greenhouse gas reduction goals (that are consonant with State's own greenhouse gas goals). The State law prohibition on communities' adoption of their own building codes is understandable, but seriously impedes localities from achieving their greenhouse gas goals. A net-zero stretch energy code gives

cities and towns the ability to impose progressive building standards on new building and major renovations. In our view, it is essential.

RPS Increase (House only, section 14A)

The House bill increases the Renewable Portfolio Standard (RPS) requirement for the years 2020 to 2029 to three percent from the current two percent requirement.

The RPS is widely recognized as being the chief driver of the increase in renewable energy resources. The increase proposed by the House is eminently manageable and moderate. **We support this increased RPS requirement in the House bill.**

Appliance Efficiency Standards (House, sections 15L-15DD; in a Senate bill other than the climate bill, S.2499)

The House bill adopts energy efficiency standards for a large number of appliances (e.g., water coolers, faucets, commercial dishwashers and ovens, and many others). Although the Senate climate bill does not include these provisions, another Senate bill (S.2499) does.

We support these appliance efficiency standards as one of the easiest ways both to drive down greenhouse gas emissions and to save customers money. Moreover, given the size of the Massachusetts retail market relative to the regional market, it would not be surprising if other nearby states that have not already adopted these standards follow our lead.

Offshore Wind (House, sections 17B, 17C; in a Senate bill other than the climate bill, S.2874)

The House bill requires an increase in the magnitude of the State's procurement of offshore wind from 1,600 MW to 3,600 MW by June 30, 2027. The Senate economic development bill (S.2874, section 101), but not the Senate climate bill, requires the Department of Energy Resources only *to investigate* the necessity, costs and benefits of requiring a procurement increase from 1,600 MW to 2,800 MW.

Reaching the State's and the City of Newton's climate goals, including the goals in the House and Senate climate bills, requires that we maximize the build-out of offshore wind, and not just "investigate" its necessity. "Greening" the grid and electrifying the remainder of the economy require offshore wind. There's no serious dispute in that regard. The potential capacity of offshore wind off the New England and mid-Atlantic coast outweighs by orders of magnitude the potential of other renewable resources in the region. **We urge the adoption of the larger procurement requirement in the House bill, without further investigation.**

No Preemption of Municipality's Benchmarking or Energy Performance Standards (Senate only, section 33)

The Senate bill requires the Department of Energy Resources to perform energy use benchmarking for certain buildings, and requires such buildings to report their energy use annually. The bill further provides that nothing in the bill preempts a "municipality from maintaining an energy use benchmarking program or from setting energy performance standards for buildings."

The Senate's provision is appropriate and helpful to municipalities and we support it. As noted earlier, Newton and other cities and towns have adopted ambitious greenhouse gas reduction goals. To the extent that State law preempts cities and towns from adopting measures to reach those goals—which it does through the

operation of numerous State statutes—it impedes localities from achieving those goals. This is one measure that would allow cities and towns much needed flexibility.

Climate Bill Deadlines (House, sections 22-24; Senate, section 68)

The House bill requires the Secretary of Energy and Environmental Affairs to issue the 2050 emissions reduction roadmap plan by December 31, 2022 and to issue implementing regulations by December 31, 2023. By contrast, the Senate bill requires the Secretary to issue a comprehensive energy plan by December 31, 2025.

Time is of the essence with respect to addressing climate change, and, therefore, we strongly prefer the House timeframe.

Tax on Solar and Wind (House only, sections 15G, 26)

Current law (MGL chapter 59, section 5) provides an exemption from local taxes for “Any solar or wind powered system or device which is being utilized as a primary or auxiliary power system for the purpose of heating or otherwise supplying the energy needs of property taxable under this chapter...”

The House bill provides a tax exemption for “Any solar or wind powered system that is capable of producing not more than 125 per cent of the annual energy needs of the residential real property upon which it is located. Any other solar or wind powered system capable of producing energy shall be taxable unless the owner has executed an agreement for a payment in lieu of taxes with the city or town where the system is located.”

In other words, the House bill eliminates the current local tax exemption for solar and wind installations, restricting the exemption to a limited category of solar and wind, i.e., an installation on *residential* property that is *minimally over-sized* relative to the property’s electricity load.

The House bill seriously misaligns tax policy and climate policy:

- (1) Solar installations on commercial buildings become subject to local taxation;
- (2) Solar installations on residential property, over-sized relative to load in the expectation, for example, of the later purchase of an electric vehicle, become taxable;
- (3) Many categories of installations initially purchased with the understanding that they were tax exempt become taxable.

We disagree strongly with the proposal in the House bill, especially in the context of a climate bill, at a time when the Commonwealth is otherwise encouraging the development of renewable resources.

Net Metering (House, section 17; Senate, sections 48, 49)

Payment for excess net metering credits (House, section 17)

There was extensive discussion of the portion of the House bill addressing the rate at which excess net metering credits are paid. That portion has no analogue in the Senate bill. **We recommend retaining the language that passed the House in final form, i.e., retaining grandfathering for the rate at which excess net metering credits are paid; and retaining the change in the accrual period for excess credits from the end of the calendar year to April through the following March.**

Increase in net metering cap exemption for solar from 10 kW to 25 kW (in neither bill)

Current law provides an exemption from a utility's net metering cap for net metering facilities with a capacity "(1) equal to or less than 10 kilowatts on a single-phase circuit or (2) 25 kilowatts on a 3-phase circuit."

Section 2 of Amendment #16 to H.4912 proposed to substitute "equal to or less than 25 kilowatts" for "(1) equal to or less than 10 kilowatts on a single-phase circuit or (2) 25 kilowatts on a 3-phase circuit."

We had understood this portion of Amendment #16 to be relatively uncontroversial. Increasing the net metering cap exemption for small facilities will increase the number of homes that can accommodate electric vehicles and air source heat pumps, which is crucial to meeting the Commonwealth's climate goals. Additionally, it will increase jobs in the solar workforce. An increase of this magnitude will not significantly affect the aggregate net metering load.

Given the lack of controversy, and the benefits of the provision, we question whether this provision may have been omitted inadvertently, and recommend its adoption.

Correction of definition of "net metering facility of a municipality or other governmental entity" (Senate only, sections 48, 49)

The provisions in the Senate bill allow a city or town's net metering facility smaller than 60 kW to be treated consistently with other provisions in the net metering law for net metering cap purposes. Section 1 of Amendment #16 to H.4912 partially but incompletely addressed this issue.

We recommend the adoption of this technical but necessary provision to correct an inconsistency in current law.

Pilot on Renewable Thermal (House, section 52; Senate, section 20B)

Both bills authorize pilot projects for the development of utility-scale renewable thermal energy.

In light of the fact that this provision appears in both bills, it may be unnecessary even to flag the issue. We do so only to emphasize its importance, given the necessity to transition the Commonwealth from its reliance on natural gas for heating, cooling, and other appliances.

We would be happy to discuss these and any other issues in the climate bills with you at your convenience. In the meantime, many thanks, again, for your commitment to addressing our climate and energy challenges, and for all the work you do on behalf of us all.

Sincerely,



Ruthanne Fuller
Mayor



Ann G. Berwick
Co-Director of Sustainability

Ray Purington/Gill Selectboard

From: Vicky Jenkins <vjenkins@nmhschool.org>
Sent: Thursday, September 24, 2020 9:34 PM
To: Alden; Allen Tupper Brown; andy cole; Claire Chang; Janet Masucci; Ray Purington/Gill Selectboard; John Ward; Randy Crochier; Greg Snedeker
Subject: Fwd: [MAClimateLeadership] URGENT: Biomass sign-on letter for municipal elected officials

The Energy Commission has unanimously voted to have the Gill Select Board review this letter regarding biomass incineration with the hopes that you will sign in support.

Thank you,
Vicky for the Energy Commission

----- Forwarded message -----

From: Mark Sandeen <marksandeen@gmail.com>
Date: Wed, Sep 23, 2020, 4:58 PM
Subject: Fwd: [MAClimateLeadership] URGENT: Biomass sign-on letter for municipal elected officials
To: Board MassSolar <board-masssolar@googlegroups.com>

FYI

----- Forwarded message -----

From: Anne O'Connor <aconnor@williamstownma.gov>
Date: Wed, Sep 23, 2020 at 2:47 PM
Subject: [MAClimateLeadership] URGENT: Biomass sign-on letter for municipal elected officials
To: <localclimateleadershipmass@googlegroups.com>
Cc: Jesse Lederman <councilorlederman@gmail.com>

Dear fellow MA elected officials,

I ask you to join me in signing on to a [letter](#) being circulated by Springfield City Councilor Jesse Lederman opposing language relating to commercial biomass incineration within the recent House climate bill, H.4933, currently in conference committee. In the words of Councilor Lederman:

"Residents, activists, and elected officials in Springfield have been sounding the alarm regarding commercial biomass incineration for close to ten years, including advocating through the rule making process to ensure that biomass wasn't classified as renewable in the renewable portfolio standards. Now, this language in the climate bill threatens to undo that work and flies in the face of the science behind such classifications. I am hopeful that fellow municipal officials from across the Commonwealth will join us in urging the house conference committee to correct this error. I appreciate your support and service to our Commonwealth."

Please read the letter at this [link](#), and consider signing on TODAY.

Thank you!
Anne O'Connor

--

Anne O'Connor
Member, Williamstown Select Board
she | her | hers

One Lamplighter Way, Mount Hermon, MA 01354 nmhschool.org



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Municipal Elected Officials Against Biomass Incentives in State Climate Bill - Sign on Below

September 9, 2020

Senator Michael Barrett
24 Beacon Street
Room 109-D
Boston, MA, 02133

Representative Thomas Golden
24 Beacon Street
Room 473B
Boston, MA 02133

RE: Definition of Non-Carbon Emitting Sources in House Climate Bill H. 4933

Dear Senator Barrett, Representative Golden, and Conferees:

We the undersigned are elected City Councilors, Town Councilors, and Select Board Members from throughout Massachusetts. We are writing in support of our colleagues on the Springfield City Council who in August submitted comments to your committee regarding the language in House Bill 4933 which defines commercial grade wood-biomass incinerators as "non-carbon emitting sources."

As local elected officials in Massachusetts we are deeply concerned regarding this language that would create incentives for municipally-owned electric companies to purchase power from commercial wood-burning incinerators under the representation that it is renewable energy, effectively leading to state incentives for an industry that has rightfully faced opposition in the Western region for close to ten years.

The proposed incinerator in Springfield, which would likely be the largest benefactor of such incentives, would emit pollutants including fine particulate matter, nitrogen oxide, sulfur dioxide, and other harmful air pollutants measured annually in tons. That region, much of which is concentrated in a physical valley, cannot afford this increase in pollution that would harm the health of our children, seniors, and all residents, and we are firmly opposed to the state granting subsidies to such a project especially under the guise of renewable energy.

Furthermore, we fear that incorrectly defining biomass as renewable and expanding incentives of this nature to the biomass industry could lead to an increase in polluting biomass projects throughout our state.

We appreciate your work to combat climate change and advance environmental justice through this important omnibus legislation. It is for that reason that we ask you to correct this definition of non-carbon emitting sources within the legislation to bring it in line with the existing definitions provided by removing commercial wood burning biomass incinerators from the definition of non-emitting energy sources and bring this definition in line with the Massachusetts Clean Energy Standard and the Massachusetts Renewable Portfolio Standard.

Respectfully,

Juan Anderson-Burgos
Holyoke City Councilor



Derek Dobosz
Chicopee City Councilor, Ward 6

Jason M. Laforest
North Adams City Councilor

Anne O'Connor
Williamstown Select Board Member

Steven Marantz
Longmeadow Select Board

Marc Strange
Longmeadow Select Board

Rachel Maiore
Northampton City Councilor, Ward 7

Owen Zaret
Easthampton City Councilor

Salem Derby
Easthampton City Councilor

Name

Your answer

Elected Office

Your answer

City/Town

Your answer

Submit

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TOWN OF GILL

MASSACHUSETTS



www.gillmass.org

SEWER ABATEMENT REQUEST FORM (Revised 01/02/20)

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

Abatement requests must be in writing to the Sewer Commissioners within 30 days of the Bill Date. (NOTE: 30 days of the Bill Date, NOT the Due Date.)

Sewer Bill Date: 07.21.2020 Sewer Bill #: 74

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

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

Explanation: OUR USAGE AS PER bill # 74 WAS 9963 GALLONS; HOWEVER,
WE FILLED OUR POOL DURING THIS TIME-FRAME. PLEASE SEE
ATTACHED PHOTOS OF OUR POOL (IN OUR YARD), THE BILL, AND A PRINT
OUT FROM THE INTERWEB SITE NOTING THAT THE POOL FILLED
HAS A WATER CAPACITY OF 4,440 GALLONS.

Usage History:

Date	"A" Meter Reading Before (Cu. Ft.)	"B" Meter Reading After (Cu. Ft.)	"C" # of Cubic Ft (B - A)	"D" Discounted Sewer Rate <small>(from bill)</small> 0.3468 - 10% = 0.3121 \$/cu. ft.	\$ Requested for Abatement (C x D)
<i>Example</i>	<i>075074</i>	<i>075162</i>	<i>88</i>	<i>0.3121</i>	<i>27.46</i>
			593	<i>0.3121</i>	185.07
				<i>0.3121</i>	
				<i>0.3121</i>	
				<i>0.3121</i>	
Total requested					\$ 185.07

Continued on second page

SEWER ABATEMENT REQUEST FORM, page 2

Signature _____

Today's Date 07.28.2020

Name ERICA C. MASSON

Account # (from bill) _____

Address 2 PINE ST.

GILL, MA 01354

Tel. _____

Meter location if different from above address _____

Submit this completed form to the Tax Collector

PO Box 784, Turners Falls, MA 01376

Please keep a copy of this form for your records.

-----Town Use Only Below This Line-----
Payment received 08/06/2020
Date received by Tax Collector 09/01/2020 - data Payment was deposited.
(Town has 90 days from receipt to process abatement.)

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

Tax Collector signature 

Sewer Commission response: Approved _____ Denied _____ Date _____

Sewer Commissioners _____

Bill date: 07/21/2020

TOWN OF GILL
SEWER USE BILL

FY 2020-004

Account No. 7700

Please retain this portion.

	READING DATES		READINGS		USAGE		CURRENT CHARGES
	PREVIOUS	PRESENT	PREVIOUS	PRESENT	Cubic Feet	Gallons	
SEWER	04/06/2020	06/27/2020	37596	38928	1332	9963	461.94
Discount							-46.19
Late Fee							
Total due							415.75
Due date							09/21/2020

Parcel: 101-106

Book# 01

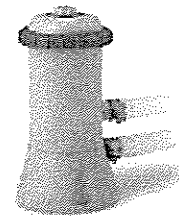
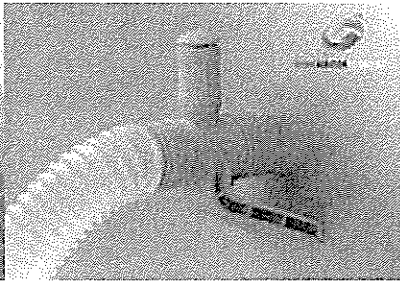
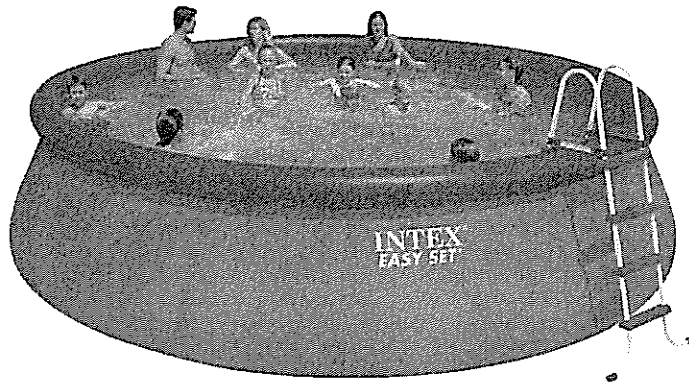
Rate: 1

ERICA MASSON
2 PINE STREET
GILL, MA 01354

Bill#
74

Location: 2 PINE STREET

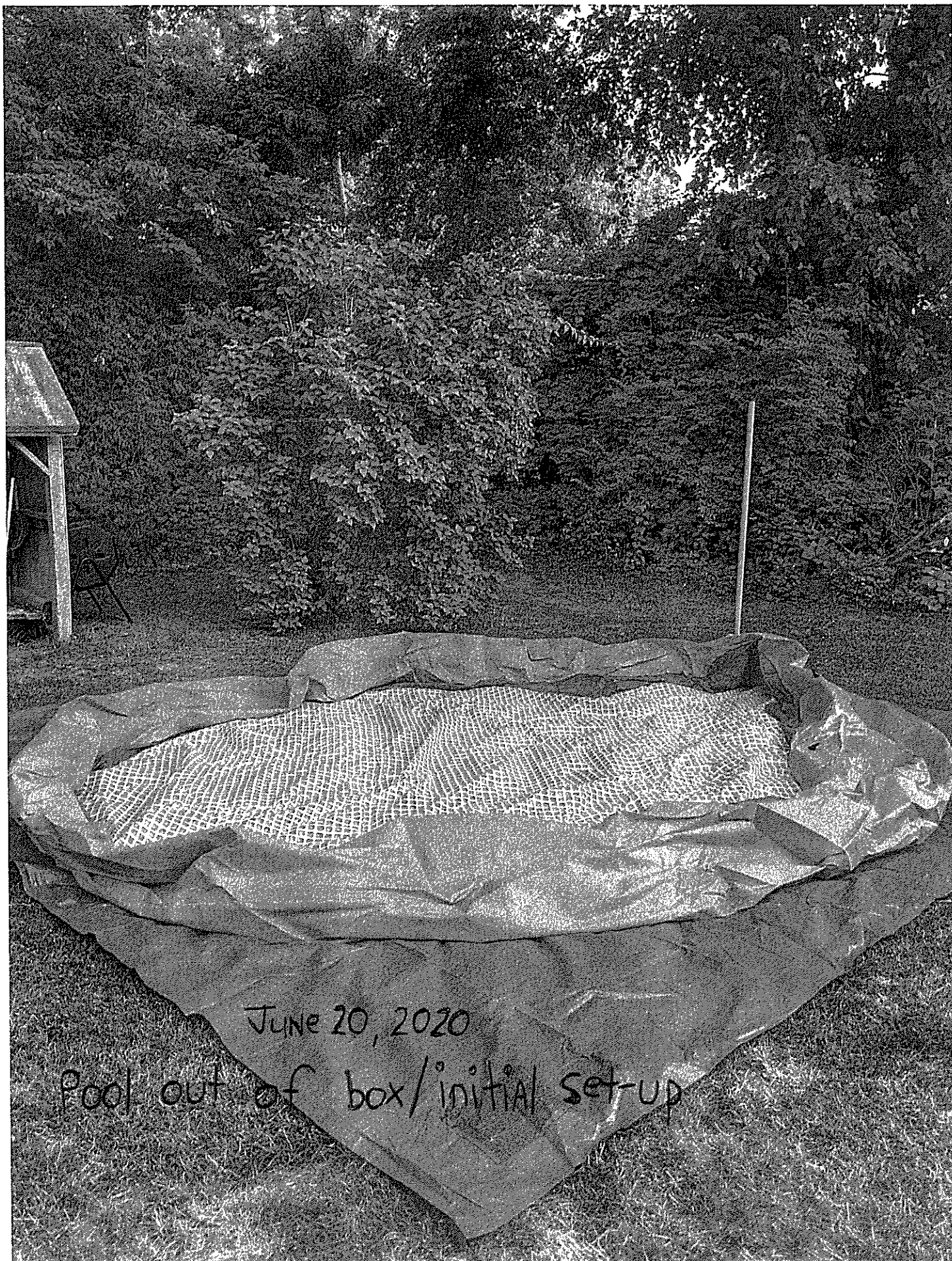
Information
from the Intex
Web Site.

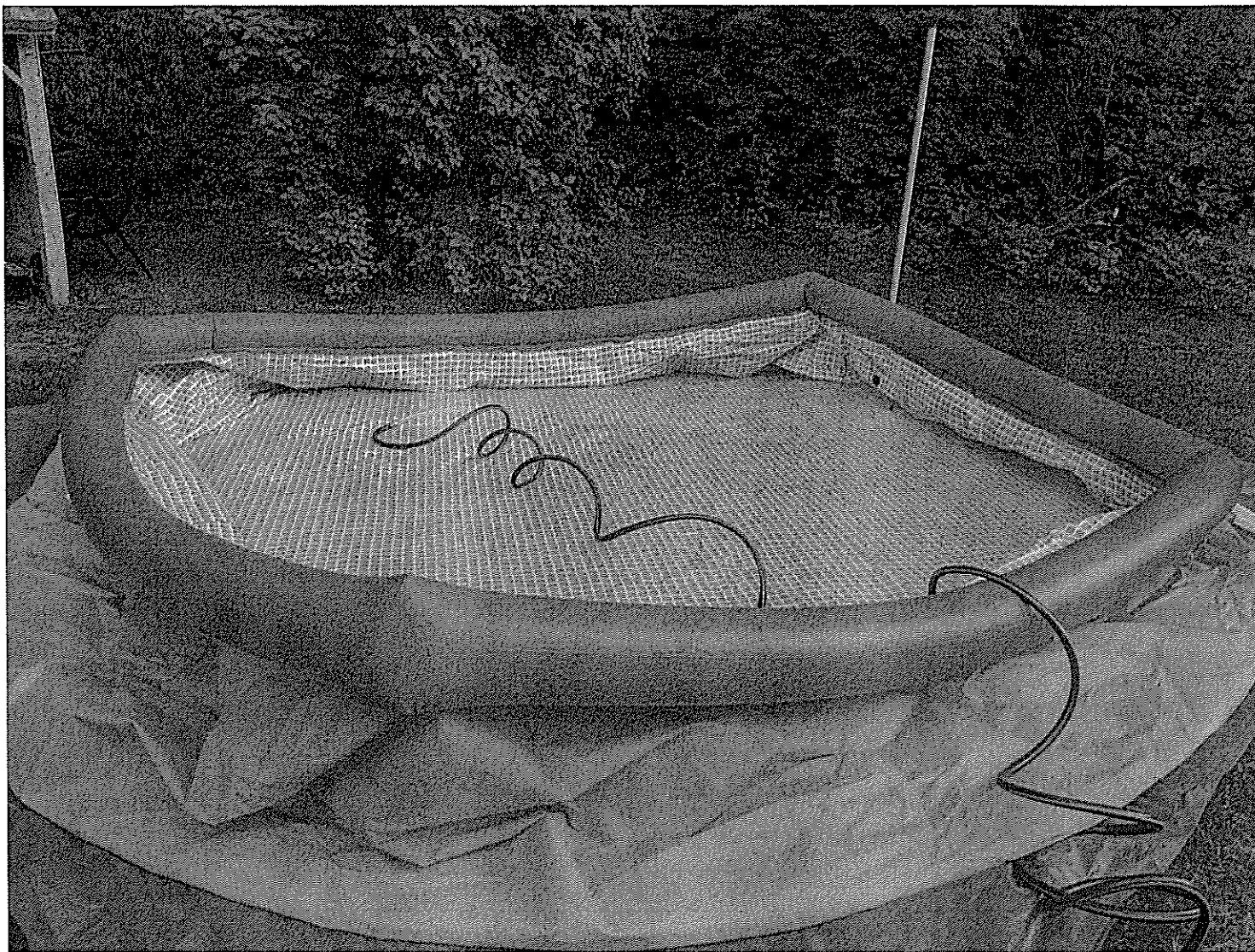


15ft X 48in Pool Set

Enjoy hours of outdoor fun with the Intex® 15ft X 48in pool. It is constructed with puncture-resistant 3-ply durable material. Follow these 3 steps for easy assembly. 1) Lay out the liner for your pool on flat, level ground. 2) Assemble the frame for your pool. 3) Fill your pool with water and enjoy. It comes with a 1,000 gal cartridge filter pump, ladder. Water capacity is 4,440 gallons (90%) and it is ready for water in 45 minutes.

- Puncture resistant 3-ply durable material
- Faster and easier assembly with no tools required
- Dual suction outlet fittings – improve water circulation resulting in better water hygiene and clarity
- Includes a 110-120V Krystal Clear™ cartridge filter pump, pump flow rate: 1,000 Gph
- Includes pool ladder, ground cloth and pool cover
- Approximate set-up size: 15ft X 48in
- Water capacity: 4,440 gallons (90%)
- Ready for water in approximately 45 minutes
- 1-year limited warranty*
- Age grade 6+





Pool partially filled
w/ hose: JUNE 20, 2020.



Pool filled + Set-up: JUNE 21, 2020.