



SELECTBOARD AGENDA & MEETING NOTICE

February 9, 2026

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

Location: Town Hall, 2nd floor meeting room, 325 Main Road, Gill

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)

Old Business

- Review of Minutes: 2025: 3/24, 4/7, 4/22, 5/5, 5/20, 6/2, 6/16, 6/30, 8/11, 8/18, 9/8, 9/17, 10/6, 10/16, 10/20, 11/3, 11/17, 12/15, 12/29; 2026: 1/12, 1/26
- CDBG Housing Rehab Grant Project – Brian McHugh, FCRHRA
 - Letter to EOHLC with “Response to Special Conditions”
 - Professional Services Contract between Gill and FCRHRA
 - Budget Revision from \$900,000 to \$966,020.42 to add Program Income funds from Gill & New Salem to the Housing Rehab budget
- Board of Assessors – update on staffing search & alternate approach

New Business

- Rate Change/Amendment to Town’s Municipal Electricity Aggregation Program to adjust for unanticipated increases in DASI (Day-Ahead Ancillary Services Initiative) fees charged to the program supplier (First Point Power) by ISO-New England
- Housing Choice Initiative Designation application – program is offered through Executive Office of Housing and Livable Communities; Gill might be eligible; the 5-year designation could provide access or bonus points on certain grants/loans
- Selectboard letter to Mass Legislature in support of Senate Bill S314 “An Act to Provide a Sustainable Future for Rural Schools”
- Other business as may arise after the agenda has been posted.
- Public Service Announcements, if any
- Warrants
 - FY26 #16 – Vendors (\$132,657.40) & Payroll (\$46,355.66) – reviewed/signed on 01/26/26
 - FY26 #17 – review & sign

Adjournment

Other Invitations/Meetings:

Date	Time	Event	Location
Wed 2/11	5:30 PM	MVP Community Input Session #2	Town Hall
Mon 2/16		Presidents’ Day holiday	
Mon 2/23	5:30 PM	Selectboard meeting	Town Hall
Mon 3/9		MVP Public Listening Session – as part of Selectboard meeting	Town Hall

TOWN OF GILL

MASSACHUSETTS



February 9, 2026

Ms. Kathryn McNelis
Community Development Manager
Executive Office of Housing and Livable Communities
Commonwealth of Massachusetts
100 Cambridge Street – Suite 300
Boston, MA 02114

RE: CDBG: CDF-G-2025-GILL-00011 (Lead), New Salem / Response to Special Conditions

Dear Ms. McNelis:

The Town of Gill hereby certifies to the Executive Office of Housing and Livable Communities that the Town and its administering agency, Franklin County Regional Housing and Redevelopment Authority (HRA), will address the special conditions as indicated in the FY2025 Town of Gill Community Development Fund contract:

1. The contractor will submit for approval to the Executive Office an indirect cost rate for administrative costs.
2. The indirect cost rate for oversight of the Housing Rehabilitation Program Activity is 1.17% of the Housing Rehab Program Budget. The indirect cost rate for oversight of the General Grant Activity is 10.76% of the total Grant Budget. HRA accounts for all indirect (i.e., non-program) administrative expenses through a Central Office Cost Center (COCC). This methodology is approved by HUD for housing authorities. Costs included in the COCC include executive, administrative and financial staff and benefits, as well as the cost of office space, utilities, office equipment and supplies that are not attributed to a particular program. These costs were determined under the conditions of OMB Super Circular 2 CFR 200.414 and were reviewed by the Town of Gill, HRA's Fiscal Department, and HRA's Community Development Program Director and found to be reasonable, based on the agency's past performance in administering programs of this size and scope.

If you have further questions, please do not hesitate to contact Brian McHugh, Director of Community Development at the Franklin County Regional Housing and Redevelopment Authority, the Town of Gill's Administering Agency, at (413) 223-5224 or at bmchugh@fcrhra.org.

Sincerely,

Charles J. Garbel II, Chair
Board of Selectmen

Cc: Brian McHugh, Franklin County Regional Housing and Redevelopment Authority
Nathan Delude, Program Representative, Executive Office of Housing and Livable Communities

sample

Consultant or Management Services Contract
AGREEMENT

BY AND BETWEEN

TOWN/CITY OF GILL

AND

FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY

THIS AGREEMENT, was made as of the _____ day of _____, 20____ by and between the Town/City of **GILL**, Massachusetts (hereinafter referred as the MUNICIPALITY) and **FRANKLIN COUNTY REGIONAL HOUSING AND REDEVELOPMENT AUTHORITY** hereinafter referred to as the CONSULTANT). WITNESSETH THAT:

WHEREAS, the MUNICIPALITY of **GILL** has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Executive Office of Housing and Livable Communities (hereinafter "EOHLC"), Massachusetts Community Development Block Grant Program (hereinafter "Mass. CDBG") to undertake a community development program of **Gill (Lead) and New Salem Housing Rehabilitation Program** (hereinafter "Program") pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations thereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the MUNICIPALITY in the timely achievement of its Mass. CDBG **2025** Grant Program objectives.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The MUNICIPALITY hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the approved proposal to the MUNICIPALITY of **GILL**, which is attached hereto and incorporated by reference herein as Attachment A as may be amended from time to time.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The MUNICIPALITY shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 3.1 The MUNICIPALITY shall designate a project representative authorized to work with the CONSULTANT with respect to the project. The MUNICIPALITY'S representative is **RAY PURINGTON, TOWN ADMINISTRATOR**. TELEPHONE (413) 863-9347.

4.1 REPORTING: The CONSULTANT will submit written reports to the MUNICIPALITY on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG.

REPORT: Quarterly Report

DATE DUE: 15 business days following the end of each quarter:

<u>Progress Report</u>	<u>Quarter Ending</u>
1	03/31/26
2	06/30/26
3	09/30/26
4	12/31/26
5	03/31/27

5. SUBCONTRACTS: No subcontracts may be awarded by the CONSULTANT, the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and EOHLIC.

The CONSULTANT shall use its best efforts to ensure that it will not knowingly use funds under this contract to purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the CONSULTANT shall alert the MUNICIPALITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

6. TIME OF PERFORMANCE: The services of the CONSULTANT are to commence on or about October 1, 2025, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by March 31, 2027.

7. PAYMENTS AND COMPENSATION: The MUNICIPALITY will pay the CONSULTANT a total fee in amount not to exceed **TWO HUNDRED SEVENTY THOUSAND AND 00/100 Dollars** (\$270,000.00), with no reimbursements for out-of-pocket expenses, based on invoices submitted in a form approved by the MUNICIPALITY and according to the "Method and Schedule of Compensation," found as Attachment B. Payment of invoices will be tied to progress towards meeting the grant milestones and to CONSULTANT's satisfactory compliance with the terms of this Contract, as determined by the MUNICIPALITY, as CDBG is a performance-based program. By submission of an invoice, the CONSULTANT represents that in accordance with the Contract, services have been rendered, articles have been furnished, or obligations have been incurred by a person authorized to incur such obligations.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 2 CFR Part

200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, 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 CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.1.1 PROGRAM INCOME: If the CONSULTANT's services under this Agreement includes the tracking, reporting, or utilizing of funds considered to be program income, CONSULTANT will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

8.1.1. PHOTOGRAPHIC DOCUMENTATION (for construction projects only): CONSULTANT shall submit photographs to the MUNICIPALITY of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of the final quarterly report.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by EOHL, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of 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 compleative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by State Executive Order 195.

8.3. TERMINATION: The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY. This Section 8.3 of this Agreement shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment B.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing and executed by the parties to this Agreement, and receives approval from EOHL prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Orders 12892 and 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by federal or state law. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religious creed, national origin, sex, gender

identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by federal or state law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, status as a veteran or any other basis prohibited by federal or state law.

8.6 PROCUREMENT STANDARDS: The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations and the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 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 state policy that the recipient takes affirmative steps to award a fair share of contracts taken to ensure that small and minority owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts must comply with 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent such regulations are applicable and still in effect.

8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 CFR 135), which shall serve as guidance for the implementation of said section.

8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 526.

8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. §§ 1501 et seq.

8.12 DOMESTIC PREFERENCES FOR PROCUREMENTS: Pursuant to 2 CFR § 200.322, the CONSULTANT should, to the greatest extent practicable under this Agreement and as appropriate and to the

extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CONSULTANT shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this Agreement.

8.13 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND

CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with EOHLIC and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by EOHLIC. This Contract is subject to such modifications as may be required by changes in Federal or Massachusetts State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be a part of this Contract on the effective date of such change, as if fully set forth herein.

9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for Mass. CDBG, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT's breach of this Agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, the MUNICIPALITY, and EOHLIC, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66A, regarding access to public records, M.G.L. c. 93H; M.G.L. c. 66 sec. 17A and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

The CONSULTANT certifies that the CONSULTANT has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Agreement, that the CONSULTANT shall communicate these provisions to and enforce them against its subcontractors, and that the CONSULTANT shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the CONSULTANT is given access as part of this Agreement, from unauthorized access, destruction use, modification, disclosure, or loss.

The CONSULTANT understands and agrees that only those individuals who must access personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized individuals shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the CONSULTANT acts as a holder of personal data and the CONSULTANT certifies that it and its authorized employees shall comply with all Federal and State laws and

regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c.66 sec. 17A. The MUNICIPALITY and the CONSULTANT shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHL, the MUNICIPALITY, or the CONSULTANT to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

The CONSULTANT and its employees shall generally not conduct Massachusetts CDBG program business through or send confidential Massachusetts CDBG program business information to the employee's personal email account. In addition, the CONSULTANT will promptly notify EOHL in the event of any security breach including the unauthorized access, disbursement, use or disposal of the Massachusetts CDBG program business records and information. In the event of a security breach, the CONSULTANT will cooperate with the MUNICIPALITY, EOHL, and their authorized representatives and will provide access to any information necessary to respond to the security breach.

13. **COPYRIGHT:** No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

15. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

16. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

18. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it

will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

19. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

20. CERTIFICATE OF TAX COMPLIANCE: The following Certificate of Tax Compliance must be completed and submitted as part of this Agreement:

Certificate of Tax Compliance

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Contractor: By: _____
(Gina Govoni, FCRHRA Executive Director) _____ (date)

21. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this AGREEMENT under seal in triplicate as of the date above written.

Approvals and Signatures

By: TOWN/CITY OF GILL : _____	By: CONSULTANT _____
Authorized Signatory _____ Date _____	Gina Govoni, Executive Director _____ Date _____
<u>Certification as to Availability of Funds:</u> _____	<u>Approval of Contract as to Form:</u> _____
Town/City Accountant _____ Date _____	Town Counsel/City Solicitor _____ Date _____
<u>Approval of Contract as to Appropriate Procurement Method</u> _____	_____
Town/City Procurement Officer _____ Date _____	_____

ATTACHMENT A
CONSULTANT SCOPE OF SERVICES

The following outlines the scope of consulting services which the Franklin County Regional Housing and Redevelopment Authority (the CONSULTANT) will perform as administering agent for the Town of GILL'S FY 2025 Community Development Fund/Massachusetts Community Development Block Grant (the GRANT). The CONSULTANT will provide all administrative and program services necessary to implement the GRANT and to meet the requirements of the Grant Agreement between the Town of GILL (TOWN) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC).

GENERAL ADMINISTRATION

The CONSULTANT will perform the following tasks:

1. Provide administrative and policy oversight to ensure that all GRANT activities are conducted in compliance with the program goals of the GRANT, and Mass. CDBG and Federal regulations and guidelines.
 - a) Keep current on all applicable state and federal programs and regulations
 - b) Recommend Town policies related to grant activities
 - c) Monitor regulatory compliance of grant-related Town procurement
 - d) Prepare environmental review
 - e) Prepare contracts and SubGrantee Agreements
 - f) Oversee CDBG day to day grant activities
 - g) Monitor implementation plan and budget
 - h) Supervise work of the SubGrantee agencies that will implement the social service programs
 - i) Respond to grievances from program participants per approved policies
 - j) Maintain filing for all grant projects
2. Establish and maintain proper financial management, budgeting, and record keeping procedures.
 - a) Provide grant fiscal management services
 - b) Approve all invoices for grant administration, other consultants, and project expenses for payment
 - c) Prepare budget and program amendments and extension requests
 - d) Maintain regular budget reports on all grant activities
3. Prepare and submit all required reports to EOHLC and Town residents.
 - a) Update Select Board on grant activities
 - b) Liaison with community groups and Select Board
 - c) Provide staff support and regular reports of Grant activities to Citizens' Advisory Committee
 - d) Prepare and submit quarterly reports to Town and to EOHLC through its online GRANT MANAGEMENT SYSTEM
4. Advertise and contract for program audit consistent with OMB Circular A-128 (Single Audit Act).
5. Use the EOHLC Grant Management System to report all activities, expenditures, drawdowns, contracts, contract and budget amendments, and all other grant-related functions through closeout.
 - a) Prepare drawdowns for submission
 - b) Monitor drawdowns requested, received, and funds disbursed
 - c) Maintain EOHLC's online GRANT MANAGEMENT SYSTEM, enter transactions, monitor for performance, act as the primary contact with EOHLC fiscal and program representatives

PROGRAM DELIVERY

1. Execute all Program activities according to the approved FY 2025 GILL Community Development Fund application, including:

- a) Housing Rehabilitation Program

PROGRAM INCOME

1. Pursuant to the terms of a Housing Rehabilitation Revolving Loan Program Agreement with the Town, the Consultant will maintain a revolving loan fund (program income) derived from repaid housing rehabilitation loans. Consultant will track, report and utilize any and all such program income generated through CDBG funded activities as required by Mass. CDBG.

OFFICE LOCATION: The Program office will be located at the Consultant's central office:

Franklin County Regional Housing & Redevelopment Authority
241 Millers Falls Road
Turners Falls, MA 01376

ATTACHMENT B
METHOD AND COMPENSATION SCHEDULE

The CONSULTANT will prepare and submit drawdowns to Mass. CDBG according to the approved GRANT budget as needed to cover expenses of the GRANT as well as the CONSULTANT's fee. In addition to routine or base costs such as salaries and benefits, the expenses of the GRANT drawdown claims will be in relation to actual contractor invoices received and paid from the CONSULTANT's own funds. The CONSULTANT's fees will be drawn to reflect the portion of program activity committed and/or expensed. The CONSULTANT will maintain on file for seven years after GRANT closeout, original invoices to document drawdown requests.

CONSULTANT Fee and Program Schedule:

General Administration and Program Delivery Administration = \$270,000.00

PROJECTED DRAW SCHEDULE: Consultant Fees will be paid proportionately to the percentage of subgrantee payments made.

REGIONAL: GILL NewSalem	TOTAL BUDGET	10/25 - 12/25	01/26 - 03/26	04/26 - 06/26	07/26 - 09/26	10/26 - 12/26	1/27 - 3/27	04/27 - 06/27	TOTAL EXPENSED
REGIONAL 4A HR Program Delivery: Marketing, Mailing Applications, Processing and Qualifying Applicants, Intake Appointments, Inspections, MA Historic, Statutory Checklist, Work Lists, Bidding, Contracts, Waivers, Change Orders, Loan Closing, Final Inspections	135,000.00	0.00		11,712.00	32,425.00	37,433.00	30,401.00	23,029.00	135,000.00
REGIONAL 4C Housing Rehab Construction (9 Units): Dollar for dollar reimbursement for payments made to contractors	630,000.00	0.00		3,000.00	47,250.00	170,100.00	295,000.00	114,650.00	630,000.00
REGIONAL 9 General Delivery: Grant writing, subgrantee contracts, Environmental Review, Liaison with Town and EOHLC; Grant Funds Management; EOHLC Grant Management System; Accounting and Payments; Administrative and Policy Oversight; Program Implementation Plan; Monthly and Quarterly reporting to Town and EOHLC; Federal and State Regulations and HRA compliance; Subordination Requests; Grant Amendments; Extensions, Communications	135,000.00	0.00	6,000.00	7,500.00	18,750.00	44,359.00	30,250.00	28,141.00	135,000.00
REGIONAL DRAWS PER QUARTER	900,000.00	0.00	6,000.00	22,212.00	98,425.00	251,892.00	355,651.00	165,820.00	900,000.00
Percentage of grant drawn/quarter		0.00%	0.67%	2.47%	10.94%	27.99%	39.52%	18.42%	100.00%
TOTAL DRAWN TO DATE			0.67%	3.13%	14.07%	42.06%	81.58%	100.00%	

To facilitate payment to subgrantees and general contractors who perform work under the Community Development Block Grant made to the Town, Consultant may advance payments from its own funds in anticipation of reimbursement by the Town from CDBG funds. In the event that Consultant makes advances of its own funds, the Town shall reimburse Consultant within thirty (30) days of receiving CDBG funds from EOHLC for the expenses paid by Consultant.

Massachusetts Community Development Block Grant Program
Chapter 3 Grant Management Forms

Budget and Program Revision Form

Community/Grantee: Town of Gill	Original Award: \$ 900,000.00
Program Name/Year: Town of Gill 2025 Grant #: CDF-G-2025-00011	Revision #: B #1 P-number (program revision) B-number (budget revision) E-number (extensions)
Contract End Date: 03 / 31 / 27	Date Revision Submitted: 02 / 10 / 26

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
X	Addition of Program Income in the amount of \$66,020.42 Budget Amendment to increase the grant award to \$ 966,020.42	
	Budget Revision for: <ul style="list-style-type: none"> Change in administrative dollars 	
	<ul style="list-style-type: none"> Transfer of funds from construction to non-construction or vice versa 	
	<ul style="list-style-type: none"> Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
	Program Extension (to increase period of availability of funds/period of performance) to _____ / _____ / _____	
	<ul style="list-style-type: none"> This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for: <ul style="list-style-type: none"> Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. 	
	<ul style="list-style-type: none"> Changes in key personnel 	
	<ul style="list-style-type: none"> For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award 	
	<ul style="list-style-type: none"> Other, specify _____ 	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	Date / / Print Name & Title:
Program Rep. initial and date:	Program manager signature and date:
This request # _____ is _____ approved with the modifications shown on the following pages numbered _____.	_____ approved as requested _____ denied
Authorized signature for Mass. CDBG	<u>Sandra L. Hawes, Associate Director, DCS</u> Print name, title, and date

TOWN OF GILL

MASSACHUSETTS



February 9, 2026

The Honorable Senator Jo Comerford
Massachusetts State House
24 Beacon St., Room 410
Boston, MA 02133

The Honorable Representative Susannah Whipps
Massachusetts State House
24 Beacon St., Room 540
Boston, MA 02133

Re: Bill S.314, "An Act to Provide a Sustainable Future for Rural Schools"

Dear Senator Comerford and Representative Whipps:

The Gill Selectboard writes to you in support of Senator Comerford's Bill S.314, titled "An Act to Provide a Sustainable Future for Rural Schools." Western Massachusetts rural school districts continue to face the following structural challenges: demographics (an aging general population, leading to fewer families with school age children), geography (rural, with higher transportation costs and low numbers of students per square mile), fiscal (perpetually stuck in Chapter 70 hold-harmless and minimum aid), and operations (declining enrollment and supporting academic programs and services, with an decreased ability to provide diverse course offerings that enrich learning and retain students). These challenges shape the educational landscape of Franklin County and constrain the ability of our municipalities to sustain high-quality, equitable education under existing state frameworks.

The Commonwealth's *Rural Schools Commission* highlights rural school district cost pressures arising from low student density, declining enrollment, sparsity, and high transportation cost/distances. Gill-Montague Regional School District reflects the well-documented pattern of low and declining enrollment typical of rural Western Massachusetts, which drives up per-pupil costs in relation to fixed and increasing operational expenses. In addition, regional school transportation reimbursement has not met the state's historical 100% funding commitment in decades. Although there have been some improvements in recent years, districts have typically received only 70–77% reimbursement, requiring member towns to absorb the remaining cost. These factors limit the ability of districts like Gill-Montague to achieve economies of scale common in urban areas.

Under the current Chapter 70 formula, Western Massachusetts towns, including Gill and Montague, are net contributors to wealthier towns due to the Combined Effort Yield (CEY) 82.5% Local Contribution cap. Incrementally raising the cap would shift the distribution of state aid toward towns and districts that are, by the State's own standards, in more need of the funding. In addition, many rural communities approach or exceed the 82.5% local contribution cap, reflecting a mismatch between calculated local capacity and true economic conditions of Western Massachusetts. School budgets represent a very large share, often 60% or more, of the total municipal budget. Due to the Chapter 70 formula, net state aid has been dropping as a percentage of total revenue for rural towns, shifting more pressure and burden onto our local property taxes and our taxpayers. Currently, State aid only accounts for 27% of the Gill-Montague District's total budget.

Massachusetts' effective 41% state / 59% local funding mix for K-12 Education places heavier burdens on communities that are without significant economic growth. For Franklin County towns, the current

mix contributes to budget volatility, increased reliance on overrides, constrained flexibility for building repairs and capital improvements, and cuts to other equally vital municipal services such as public safety, road maintenance, and library services.

Again, Franklin County faces distinct challenges— declining enrollment, low and aging population density, limited economies of scale, and higher transportation costs that must be recognized in statewide funding frameworks!

The Gill Selectboard appreciates the Commonwealth's attention to the ongoing challenges faced by our rural school districts. We welcome continued dialogue and collaboration on long-term, equitable funding and regionalization solutions that support Western Massachusetts communities and uphold the educational promise for every student in the Commonwealth. Please support Bill S.314 for the sake of our Western Massachusetts rural schools!

Sincerely,

Charles J. Garbiel, II, Chair

John R. Ward, Clerk

Gregory M. Snedeker, Member

Selectboard, Town of Gill

ISO-NE Day Ahead Ancillary Services Market (“DASI” or “DAAS”)

ISO-NE’s market objectives:

- Procure enough physical supply in the day ahead market to meet the ISO’s hourly load forecast.
- Compensate physical resource generators (natural gas, nuclear, hydro) for being online, providing reliability.
- Reduce reliance on fast-start generation.
- Facilitate intermittent resources (wind, solar) to come online without causing reliability concerns.

ISO-NE’s original cost projections:

- \$120 to \$150 million/yr, or \$1.00 to \$1.25/MWh
- Referencing the ISO’s cost analysis, the Federal Energy Regulatory Commission (FERC) approved the ISO’s program in Jan 2024 stating, "...we find that [ISO-NE’s] DASI proposal is **just and reasonable** and not unduly discriminatory or preferential,...")

Who pays for DASI costs?

- All electricity suppliers in New England are assessed DASI costs at the same \$/MWh rate. This includes basic service suppliers, suppliers contracting directly with individual customers, and suppliers serving aggregations.

How did Franklin County’s supply contracts with First Point Power (FPP) deal with DASI?

- Due to the newness of DASI and difficulty in projecting costs, the parties included a cost *estimate* of \$6.00/MWh (\$0.006/kWh) in the program rate with contract language to fully reconcile the estimate to actual costs once known.
- The DASI cost estimate was set to cover all go-forward costs. The parties believed this number to be fully sufficient at the time.

Actual DASI costs to date:

- **See Charts 1 and 2**
- Average rate 3/1/2025 to 1/29/2026 ~\$9.50 /MWh
- Average rate for Dec2025 ~\$17.70/MWh
- Average rate for Jan2026 ~\$48.00/MWh
- Two years of expected cost incurred over two days: Jan 26: \$293.00/MWh and Jan27: \$471.00/MWh.
- On 1/29/2026, FPP estimated The Franklin County cumulative net under collection by end of Feb2026 will = **\$578,904.08**

Current situation:

- The market extremities of this past week were unimagined and akin to an F5 tornado.
- Converting Franklin County’s contract to a fully fixed rate is not an option **at this time** (asking an insurance company for a quote the day after a tornado is not ... practicable).

Immediate action item:

- Discuss increasing the program rate starting with March 2026 meter reads
- As of 1/29/2026, FPP's suggested new DASI cost estimate, *inclusive* of cumulative under collections is \$0.0176/kWh

Utility	Current Program Rate	New DASI Cost Adder	Rate Adjustment	New Program Rate	Customer Cost Impact** (\$/month)
Aggregation Rate	\$0.12952	\$0.0176	\$0.0116	\$0.14112	\$6.96

Time Period	New Program Rate	National Grid Basic Service	Customer Savings (\$/kWh)	Customer Savings vs NGRID** (\$/month)
3/1/2026 – 7/31/2026	\$0.14112	\$0.15372	\$0.01260	\$7.56
8/1/2026 – 1/31/2027	\$0.14202	\$0.16900***	\$0.02788	\$16.73

Time Period	New Program Rate	Eversource Basic Service	Customer Savings (\$/kWh)	Customer Savings vs Eversource** (\$/month)
3/1/2026 – 7/31/2026	\$0.14112	\$0.13683	(\$0.00429)	(\$2.57)
8/1/2026 – 1/31/2027	\$0.14112	\$0.15000***	\$0.00888	\$5.33

*NGRID basic service rates are expected to rise dramatically as a result of DASI

**based on 600 kwh/month

***CPG's projection

- Franklin County/FPP would retain the DASI cost reconciliation language in the contract in which case there will likely be another rate adjustment, higher or lower prior to the end of the contract. There may be an opportunity at the second-rate adjustment to convert the contract to a fully fixed price.

CHART 1

(** only through 1/25/2026; does not include the extreme days of 1/26 and 1/27)

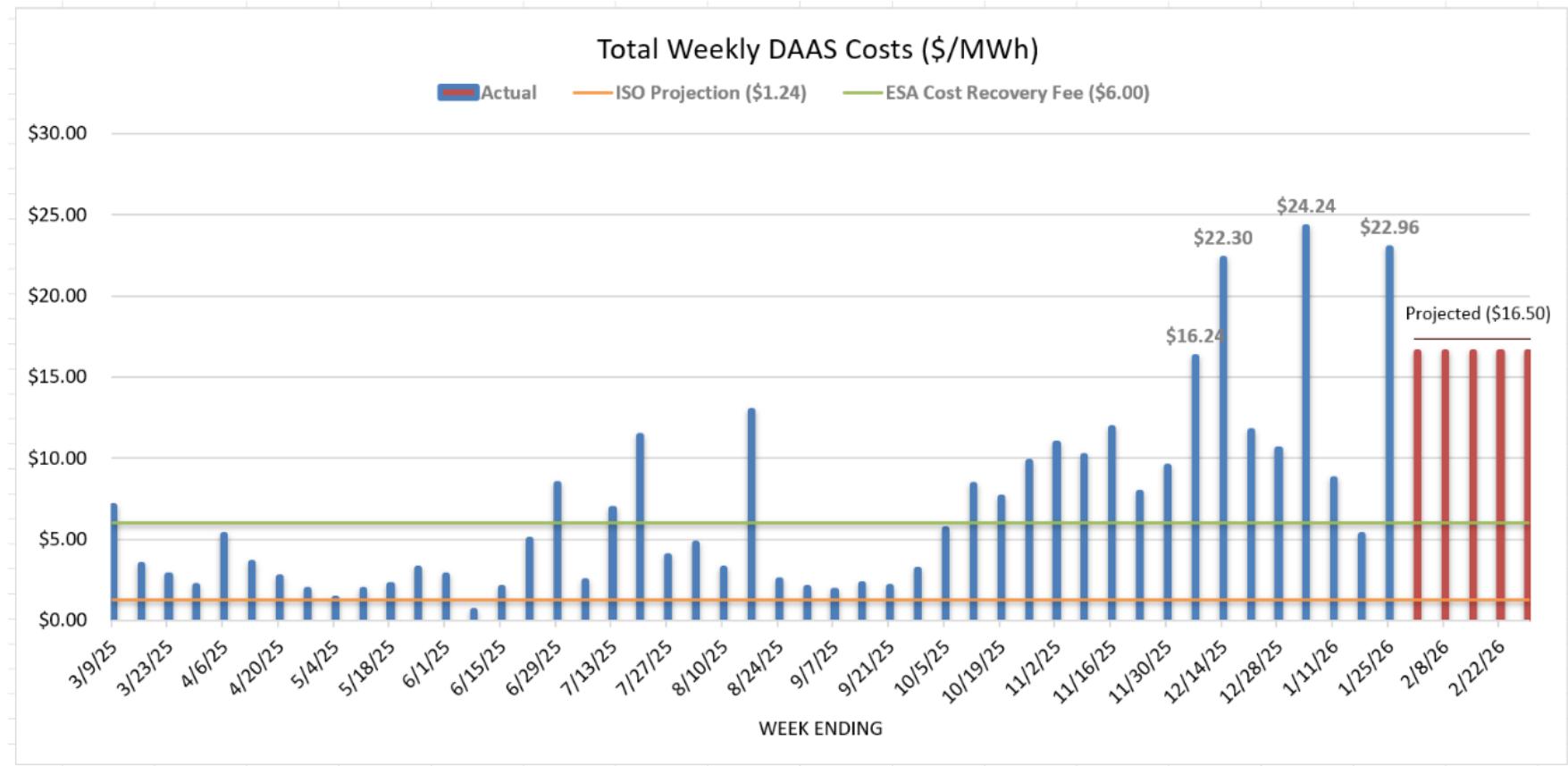
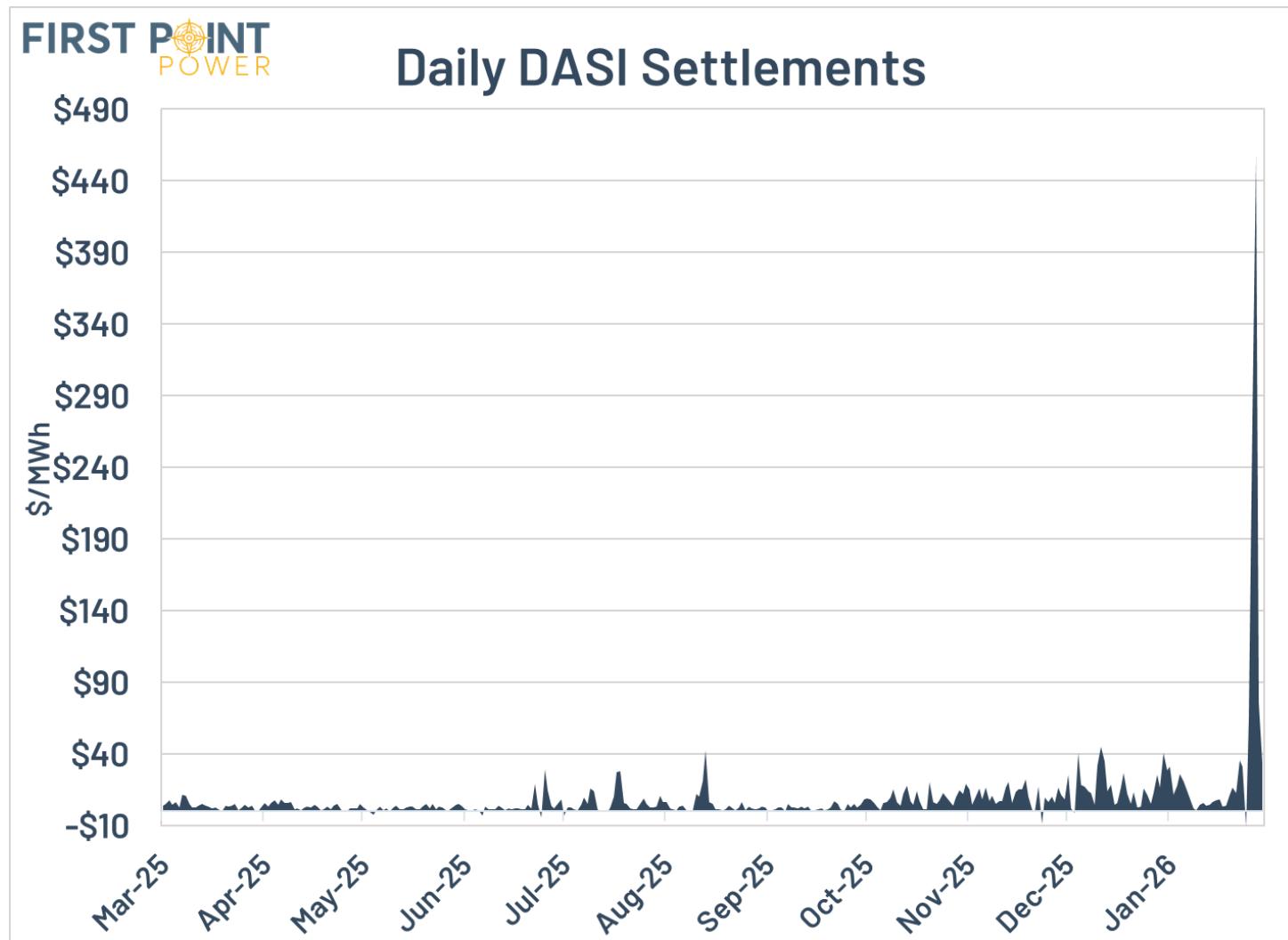


CHART 2



**AMENDING AGREEMENT
to
ELECTRIC SERVICE AGREEMENT**

THIS AMENDING AGREEMENT No. 1 (“Amendment”) with a reference date of **February 3, 2026** (“Effective Date”), is entered into by and between the **Town of Gill** (“Aggregator”) and **First Point Power, LLC** (“Competitive Supplier”).

WHEREAS:

- A. The Aggregator and Competitive Supplier (the “Parties”) are both parties to an Electric Service Agreement with a reference date of June 3, 2025, together with any appendices thereto (collectively, the “ESA”). Capitalized terms used herein and not defined shall have the same meaning ascribed to them in the ESA.
- B. The Parties agree that, pursuant to Section 6 of Price and Term Appendix No. 1 to the ESA, ISO New England’s manner of implementing its Day-Ahead Ancillary Services Initiative (“DASI”) is expected to cause Competitive Supplier to incur cumulative DASI Costs that exceed the cumulative revenues received by Competitive Supplier from the DASI Costs Recovery Fee of \$0.006/kWh through the Delivery Term.
- C. The Parties have therefore agreed to amend Price and Term Appendix No. 1 to the ESA to increase the DASI Costs Recovery Fee from \$0.006/kWh to \$0.0176/kWh and, accordingly, increase program Retail Prices by \$0.0116/kWh.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (all section references herein are in reference to the ESA):

1. Sections 1 and 2 of Price and Term Appendix No. 1 shall be deleted in their entirety and replaced with the following:
 1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard Product unless they opt-out.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.13852	\$ 0.15012
Small C&I	\$ 0.13852	\$ 0.15012
Med-Large C&I	\$ 0.13852	\$ 0.15012
Streetlight	\$ 0.13852	\$ 0.15012

OPTIONAL PRODUCT A

[Eligible Consumers will only be enrolled in the optional Product if they elect it.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.13132	\$ 0.14292
Small C&I	\$ 0.13132	\$ 0.14292
Med-Large C&I	\$ 0.13132	\$ 0.14292
Streetlight	\$ 0.13132	\$ 0.14292

OPTIONAL PRODUCT B

[Eligible Consumers will only be enrolled in the optional Product if they elect it.]

Rate Class	Retail Price for Period 1 \$/kWh	Retail Price for Period 2 \$/kWh
Residential	\$ 0.15452	\$ 0.16612
Small C&I	\$ 0.15452	\$ 0.16612
Med-Large C&I	\$ 0.15452	\$ 0.16612
Streetlight	\$ 0.15452	\$ 0.16612

2. Terms for System Supply Service

(a) Delivery Term:

For **Period 1**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **January 2026** (the "**Delivery Term Start Month**") (billed in arrears, therefore the February 2026 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **March 2026** (final bill, therefore the March 2026 billing statements).

For **Period 2**, the Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **March 2026** (billed in arrears, therefore the April 2026 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of **November 2028** (the "**Delivery Term End Month**") (final bill, therefore the November 2028 billing statements)

(b) Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

2. The table in Section 6(a) of Price and Term Appendix No. 1 shall be deleted in its entirety and replaced with the following:

Meter Read Start Date	Meter Read End Date	DASI Costs Recovery Fee \$/kWh
Delivery Term Start Month	March 2026	\$ 0.0060
March 2026	Delivery Term End Month	\$ 0.0176

3. Numerical references in the Price and Term Appendix No. 1 shall be updated in a manner consistent with the addition and/or deletion of articles and sections in this Amendment.
4. The Aggregator agrees and acknowledges that the cost incurred by Competitive Supplier associated with DASI during the Delivery Term is difficult to establish and therefore the updated Retail Prices as of the Effective Date of this Amendment include an approximate estimate of the cost impact for DASI.
5. This Amendment contains the entire understanding of the Parties with respect to the amendment contained herein. All other provisions of the ESA remain in full force and effect.
6. This Amendment may be executed in counterparts without the necessity that both Parties execute the same counterpart, each of which will be deemed an original, but which together will constitute one and the same agreement. The exchange of copies of this Amendment by email or facsimile will constitute effected execution and delivery of this Amendment and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

FIRST POINT POWER, LLC

By: _____

Name: Peter Schieffelin

Title: CEO

Dated: _____

TOWN OF GILL

By: _____

Name: Ray Purington

Title: Town Administrator

Dated: _____

2026 Rural and Small Town Housing Choice Community (RST-HCC) Designation

Welcome to the 2026 Rural and Small Town Housing Choice Community (RST-HCC) Designation application. If your City/Town is NOT [designated as Rural and/or Small Town](#), please complete the [2026 Housing Choice Community \(HCC\) Designation application](#).

Section 1: Information About Your City/Town

In this section, provide information about your City/Town, including contact information, eligibility criteria, and count of year-round housing units.

Question	Entry
1.1 City/Town	
1.2 Application Point of Contact (First)	
1.2 Application Point of Contact (Last)	
1.3 Point of Contact Email	
1.4 City/Town Legal Address (Street Address)	
1.4 City/Town Legal Address (Address Line 2)	
1.4 City/Town Legal Address (City)	
1.4 City/Town Legal Address (ZIP / Postal Code)	
1.5 First-time or Renewal Designation Application?	<ul style="list-style-type: none">• Applying for first-time designation• Applying to renew designation expiring in 2026• Applying to renew designation that expired before 2026
1.6 Is your City/Town an MBTA Community that has been determined to be noncompliant with M.G.L. c.40A Section 3A of the Zoning Act (the MBTA Communities Act) and its regulations (760 CMR 72.00)? Note: Noncompliant MBTA Communities are not eligible for Designation.	<ul style="list-style-type: none">• NO: City/Town has received a District Compliance Determination letter and is compliant.• NO: City/Town is in conditional compliance.• NO: City/Town is in interim compliance.• YES: City/Town is non-compliant.• N/A: City/Town is not an MBTA Community.
1.7 Does your City/Town have any active housing restrictions or restrictive bylaws, such as phased growth zoning, sewer moratorium, or housing moratorium? If yes, you must provide a copy of the ordinance(s) and/or bylaw(s) that established the restriction.	YES/NO
1.7.a. Housing Restriction Upload	
1.7.b. Provide a brief narrative/description of your City/Town's housing restriction/restrictive bylaw.	
1.8 Has your City/Town conducted an ADA Self-Evaluation and Transition Plan? If no, your City/Town must enter into a Memorandum of Understanding (MOU) with HLC and the Massachusetts Office on Disability (MOD) to conduct such plan within 5 years to be eligible for Designation. Completing an ADA MOU is a condition of the Designation.	YES/NO/NOT SURE

Housing Units Information

STOP: Please make sure you have the following information before you continue the application.

- Year-Round Housing Units:** [Find your City/Town's total 2020 year-round housing units](#) from the 2020 Census as provided by HLC.
- New Units:** Compile your City/Town's **total net increase in year-round housing units** from January 1, 2021, through December 31, 2025. You must use local data for calendar year 2025. For calendar years 2021 - 2024, you may use either **A) US Census Building Permit Survey (BPS) data and/or B) your local building permit data/records** to document net new housing units in your community. Foundation permits may also count towards your City/Town's total of new units.
- 2026 New Units Count Pilot:** Homes that have been rehabilitated to improve their livability in the past 5 years may count as a net "new unit" for purposes of Designation application after either: **A) having been cited for building or sanitary code violations, OR B) were subject to cancellation of commercial property insurance due to substandard property conditions, OR C) were otherwise blighted or substandard.**

Question	Entry
1.9 What is your City/Town's 2020 Census count of year-round housing units? 2020 year-round housing units are available in the link above and for download at https://www.mass.gov/how-to/apply-for-the-housing-choice-designation .	
1.10 What is the number of New Units permitted PER CALENDAR YEAR between 2021 and 2025? If Building Permit Survey (BPS) data for any years between 2021 and 2024 are accurate, you may insert those BPS numbers. If BPS data is incorrect, you may insert local data. You must provide local data for 2025 (as published BPS data for 2025 is not yet available). See the above description of qualifying New Units, including the 2026 New Units Count Pilot.	2021: 2022: 2023: 2024:
1.11 What is the total of New Units permitted between January 1, 2021, and December 31, 2025?	
1.12 Calculated percent increase in year-round housing units (net new units/2020 Census count of year-round units*100):	
1.13 Select the eligibility criteria your City/Town is applying under:	<ol style="list-style-type: none"> 7% growth OR 700 new units (no best practices) 5% growth OR 500 new units, PLUS 4 of 21 best practices (at least 1 from Affordable category) 3% growth OR 300 new units, PLUS 7 of 21 best practices (at least 2 from Affordable category) 1.5% growth OR 150 new units, PLUS 9 of 21 best practices (at least 3 from Affordable category)
1.14 For evidence of new units between 2021 and 2024, are you using any BPS data?	<input type="checkbox"/> 2021 <input type="checkbox"/> 2022 <input type="checkbox"/> 2023 <input type="checkbox"/> 2024
1.14.b Upload Local Building Permit Data	

Section 2: Housing Choice Best Practices

Please review the Best Practices below. If your community meets a best practice, select "yes," upload evidence/documentation as proof, and briefly describe how your community meets the best practice.

NOTE: If your City/Town is applying under the eligibility criteria of 7% or 700 new units, you must select and provide proof of best practices your City/Town meets. While proof of best practices is not required under this eligibility criteria, you must provide best practices and proofs to submit a complete application and be considered for Designation.

Affordable Best Practices

Reference the eligibility criteria above to determine how many affordable best practices your City/Town must meet to qualify for Designation.

Question	Entry
2.1 Does your community meet the Inclusionary Zoning Best Practice?	YES/NO
2.1.a Upload proof of Inclusionary Zoning	
2.1.b Narrative about Inclusionary Zoning	
2.2 Does your community meet the 40R/40Y District Best Practice?	YES/NO
2.2.a Upload proof 40R/40Y District	
2.2.b Narrative about 40R/40Y District	
2.3 Does your community meet the Transit-Oriented Development Best Practice?	YES/NO
2.3.a Upload proof of Transit-Oriented Development	
2.3.b Narrative about Transit-Oriented Development	
2.4 Does your community meet the Housing Rehab Funding Best Practice?	YES/NO
2.4.a Upload proof of Housing Rehab Funding	
2.4.b Narrative about Housing Rehab Funding	
2.5 Does your community meet the Local Rehab Collaboration Best Practice?	YES/NO
2.5.a Upload proof of Local Rehab Collaboration	
2.5.b Narrative about Local Rehab Collaboration	
2.6 Does your community meet the Affordable Housing Best Practice?	YES/NO
2.6.a Upload proof of Affordable Housing Approval	
2.6.b Narrative about Affordable Housing Approval	
2.7 Does your community meet the Subsidized Housing Inventory (SHI) Best Practice?	YES/NO
2.7.a Upload proof of Subsidized Housing Inventory (SHI)	
2.7.b Narrative about Subsidized Housing Inventory (SHI)	
2.8 Does your community meet the Local Actions that Support Housing Best Practice?	YES/NO
2.8.a Upload proof of Local Actions that Support Housing	
2.8.b Narrative about Local Actions that Support Housing	

Other Best Practices

Reference the eligibility criteria above to determine how many total best practices your City/Town must meet to qualify for Designation.

Question	Entry
2.9 Does your community meet the Multi-Family Zoning Best Practice?	YES/NO
2.9.a Upload proof of Multi-Family Zoning	
2.9.b Narrative about Multi-Family Zoning	
2.10 Does your community meet the City/Town-Wide Multi-Family Zoning Best Practice?	YES/NO
2.10.a Upload proof of City/Town-Wide Multi-Family Zoning	
2.10.b Narrative about City/Town-Wide Multi-Family Zoning	
2.11 Does your community meet the Mixed-Use Zoning Best Practice?	YES/NO
2.11.a Upload proof of Mixed-Use Zoning	
2.11.b Narrative about Mixed-Use Zoning	
2.12 Does your community meet the Cluster Development Best Practice?	YES/NO
2.12.a Upload proof of Cluster Development	
2.12.b Narrative about Cluster Development	
2.13 Does your community meet the Accessory Dwelling Units (ADU) Best Practice?	YES/NO
2.13.a Upload proof of ADU(s)	
2.14.b Narrative about ADU(s)	
2.14 Does your community meet the Zoning Incentives Best Practice?	YES/NO
2.14.a Upload proof of Zoning Incentives	
2.14.b Narrative about Zoning Incentives	
2.15 Does your community meet Resilient Buildings Best Practice?	YES/NO
2.15.a Upload proof of Resilient Buildings	
2.15.b Narrative about Resilient Buildings	
2.16 Does your community meet the Climate Resiliency Planning Best Practice?	YES/NO
2.16.a Upload proof of Climate Resiliency Planning	
2.16.b Narrative about Climate Resiliency Planning	
2.17 Does your community meet the State-Led Housing Program Participation Best Practice?	YES/NO
2.17.a Upload proof of State-Led Housing Program Participation	
2.17.b Narrative about State-Led Housing Program Participation	
2.18 Does your community meet the Housing Production Plan (HPP) Best Practice?	YES/NO
2.18.a Upload proof of Housing Production Plan (HPP)	
2.18.b Narrative about Housing Production Plan (HPP)	
2.19 Does your community meet the Housing Plan Implementation Best Practice?	YES/NO
2.19.a Upload proof of Housing Plan Implementation	
2.19.b Narrative about Housing Plan Implementation	

Question	Entry
2.20 Does your community meet the Land Use Board Training Best Practice?	YES/NO
2.20.a Upload proof of Land Use Board Training	
2.20.b Narrative about Land Use Board Training	
2.21 Does your community meet the Regional Collaboration Best Practice?	YES/NO
2.21.a Upload proof of Regional Collaboration	
2.21.b Narrative about Regional Collaboration	

Section 3: Certification and Signatures

The Rural and Small Town Housing Choice Community Designation application requires attestation that the person submitting the application has authority to do so and that the information provided is true and accurate.

Question	Entry
3.1.1 Local Building Official Name: (First)	
3.1.1 Local Building Official Name: (Last)	
3.1.2 Local Building Official Title:	
3.1.3 Local Building Official Email:	
3.1.4 Application Submission Attestation To submit the Designation application, read the following and check the attestation as appropriate.	<input type="checkbox"/> I attest the information provided in this Designation application is accurate, and that I have permission to submit the application on behalf of the City/Town. I attest the named Local Building Official has confirmed the permit data is correct to the best of their knowledge. I attest the City/Town CEO has approved submission of this application.



Housing Choice Community Designation

2026 Designation Criteria and Best Practices



About the Housing Choice Community Designation

The Housing Choice Designation recognizes Cities and Towns that demonstrate certain levels of housing production and adoption of pro-housing best practices. In 2026, the Healey-Driscoll administration is proud to launch the Rural and Small Town Housing Choice Communities Designation (RST-HCC). [Rural & Small Towns](#) are invited to apply under the [new RST-HCC Designation program](#). All other communities are invited to apply under this HCC-Designation program.

Designation Eligibility

To be considered for the HCC Designation, a City or Town must meet one of the four Eligibility Criteria below. Evidence related to each criterion must be in the form of building and/or foundation permits and best practices documentation, as applicable, over the last 5 calendar years (2021-2025).

HCC Eligibility Criteria

1. 7% growth **OR** 700 new units (no best practices)
2. 5% growth **OR** 500 new units, **PLUS** 5 of 21 best practices (at least 2 from Affordable category)
3. 3% growth **OR** 300 new units, **PLUS** 8 of 21 best practices (at least 4 from Affordable category)
4. 1.5% growth **OR** 150 new units, **PLUS** 12 of 21 best practices (at least 6 from Affordable category)

Additional Eligibility Conditions and Evidence

- ✓ Rural and Small Towns¹ defined as municipalities with a year-round population of 7,000 or less OR less than 500 people per square mile are eligible for RST-HCC Designation consideration.
- ✓ MBTA Communities determined to be noncompliant under Section 3A of the Zoning Act (M.G.L. c.40A) and regulations (760 CMR 72.00) are ineligible for the Designation.
- ✓ Permitting evidence may include U.S. Census Building Permit Survey (BPS) data and/or data directly from a municipality's own issued permits.
- ✓ Permitting evidence must be in the form of building permits and/or foundation permits and does not include occupancy permits or other approvals made before a building permit is issued.

2026 New Units Count Pilot

Homes that have been rehabilitated to improve their livability in the past 5 years can count as a “net new unit” for the purposes of the Designation application after either:

- A. having been cited for building or sanitary code violations, **OR**
- B. were subject to cancellation of commercial property insurance due to substandard property conditions, **OR**
- C. were otherwise blighted² or substandard³

¹ Find the list of the 181 Rural and Small Towns that meet this definition at <https://www.mass.gov/doc/rural-and-small-town-designation-list-2024/download>

² “Blighted” means the home’s condition is detrimental to safety, health, or welfare because the home is out of repair, physically deteriorated, unfit for human habitation, or obsolete.

³ “Substandard” means conditions that, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light, and/or sanitation facilities, are detrimental to safety, health, or welfare.

List of Best Practices

The tables below list all 21 Best Practices (BP) by category, describe each BP, and show the possible number of possible BPs that each may count toward the eligibility criteria.

#	Affordable Best Practices	Possible BP Count
1.	Inclusionary Zoning: Have Inclusionary Zoning with density bonuses that provides for reasonable density increases so that housing is not unreasonably precluded.	1 BP
2.	40R/40Y District: Have an approved 40R Smart Growth or 40Y Starter Home district that remains in compliance with the program. <i>This BP will count as two for communities that have permitted units in their approved district(s) in the last 5 years.</i>	1 or 2 BPs
3.	Transit-Oriented Development: Have created new districts, changed zoning, or dedicated local resources to incentivize transit-oriented development or made local investments to create/improve public transit or multi-modal options connecting housing to other areas, such as, but not limited to, multi-use paths/trails, pedestrian infrastructure, or micro-transit options (such as, but not limited to, Council on Aging or other like-transit options) in the last 5 years.	1 BP
4.	Housing Rehab Funding: Have designated local resources to rehab vacant and dilapidated properties in the last 5 years, such as but not limited to: <ul style="list-style-type: none"> • Established a local housing rehab program • Spent local funds on housing rehab (such as, but not limited to, CPA/CDBG/HOME funds) • Dedicated municipal staff to promote and provide technical assistance to housing rehab • Worked with a regional entity to increase capacity to implement local rehabilitation programs 	1 BP
5.	Local Rehab Collaboration: Demonstrate at least two of the following in the last 5 years: <ul style="list-style-type: none"> • Municipal staff participation in Housing Rehab Training • Promoted home efficiency or rehab programs, such as Mass Save, the Neighborhood HUB Habitat for Humanity, or other statewide housing rehabilitation programs • Worked with local organizations and home builders to complete rehabilitation projects • Other local actions to collaborate with other communities, regional entities, or other collaborative efforts that promote housing rehab 	1 BP
6.	40B Approval: Have a demonstrated pattern of accepting 40B projects in the last 5 years without imposing conditions that render projects uneconomic or unfeasible. 40B projects that result from having a local comprehensive permit decision overturned by the Housing Appeals Committee (HAC) do not count towards this best practice.	1 BP
7.	Subsidized Housing Inventory: Demonstrate at least one of the following related to Subsidized Housing Inventory (SHI): <ul style="list-style-type: none"> • SHI units that equal or exceed 10% of total year-round housing stock according to EOHLCS SHI • Increased SHI units by at least 2.5% in the last 5 years <i>This BP will count as two for communities that meet both.</i>	1 or 2 BPs
8.	Local Actions that Support Housing: Demonstrate at least three of the following local actions for housing: <ul style="list-style-type: none"> • Currently have an Affordable Housing Trust (AHT) or Community Preservation Act (CPA) Committee 	1 BP

#	Affordable Best Practices	Possible BP Count
	<ul style="list-style-type: none"> • Have an AHT with an active local funding program • Allocated over 10% CPA funds for housing projects in the last 5 years • Re-use or redevelopment of local donated or surplus land for housing in the last 5 years • Collaboration with state agencies to promote the redevelopment of state surplus land into housing that resulted in successful RFP/Auction in the last 5 years • Adopted local option property tax relief programs for income-eligible seniors as provided for by statute (MGL c. 59 section 5) or through a home rule petition • Adopted a Community Impact Fee for short-term rentals (MGL c. 64G, section 3D) that is committed in writing to use a portion of such revenues for affordable housing • Implemented policies or initiatives to promote missing middle housing in the last 5 years • Implemented other locally identified creative pro housing strategies not listed here in the last 5 years 	

#	Other Best Practices	Possible BP Count
9.	Multi-Family Zoning: Have at least one multi-family zoning district or form-based zoning that allows for multi-family housing (allowing 2 units or more, not including ADUs) as of right (in addition to any 40R or 3A district/s) that does not restrict development by age of occupant or number of bedrooms.	1 BP
10.	City/Town-Wide Multi-Family Zoning: Have city- or town-wide multi-family zoning (allowing 2 units or more, not including ADUs) as of right.	1 BP
11.	Mixed-Use Zoning: Have at least one zoning district that allows residential/mixed-use development as of right (which is not part of a 40R district), such as but not limited to a downtown, village center, or like district.	1 BP
12.	Cluster Development: Have at least one zoning district that allows Cluster or Open Space Residential Development (OSRD).	1 BP
13.	Accessory Dwelling Units (ADU): Have adopted or amended local zoning bylaws since the implementation date (2/2/2025) of MGL c. 40A section 3 and 760 CMR 71.000, the state's ADU law and regulations.	1 BP
14.	Zoning Incentives: Have implemented at least two of the following pro-housing policies that remove zoning barriers to produce housing: <ul style="list-style-type: none"> • Do not require more than one parking space per unit for multi-family units • Reduced minimum lot sizes and set-back rules • Allow for greater building height and density • Allow for an as-of-right Flood Plan review • Do not prohibit the construction of manufactured homes • Other local zoning changes that remove barriers to permit and promote new homes 	1 BP
15.	Resilient Buildings: Have development standards or programs that incentivize decarbonization, including energy efficiency for new construction and/or rehabilitation, such as: <ul style="list-style-type: none"> • Low-impact development (LID) practices • Stretch Code • Renewable energy integration • Participation in the Energy Star program 	1 BP

#	Other Best Practices	Possible BP Count
16.	Climate Resiliency Planning: Have created or updated a climate resiliency plan in the last 5 years that includes a vulnerability assessment, adaptation strategies, mitigation actions, governance and coordination strategies, and monitoring and evaluation processes.	1 BP
17.	State-Led Housing Program Participation: Participation in at least two of the following in the last 5 years: <ul style="list-style-type: none"> • Housing Development Incentive Program (HDIP) • Have an Urban Center Housing Tax Increment Financing (UCH-TIF) district • Adopted or updated an Urban Renewal Plan that includes a significant housing production element • Other EOHL, Mass Housing Partnership (MHP), MassHousing, MassDevelopment, or CEDAC-led program or initiative that focuses on housing production, ending homelessness, or improving community livability 	1 BP
18.	Housing Production Plan: Have an EOHL-approved or -certified Housing Production Plan (HPP) at the time of designation application. <i>This BP will count as two for certified HPPs.</i>	1 or 2 BPs
19.	Housing Plan Implementation: Implemented at least three strategies identified in an EOHL-approved HPP. (The 3 strategies must be different than the BPs listed here.)	1 BP
20.	Land Use Board Training: Provided education and training in the last 5 years for land use board members (Planning Board, Board of Appeals, Select Board, and/or City Council) from: <ul style="list-style-type: none"> • Citizen Planner Training Collaborative (CPTC) • Massachusetts Housing Partnership's (MHP) Housing Institute • Citizens' Housing and Planning Association's (CHAPA) Housing Summit or Massachusetts Housing Leadership Academy • Community Development Partnership's Lower Cape Housing Institute • Urban Land Institute's (ULI) Urban Plan Public Leadership Institute • Southern New England American Planning Association (SNEAPA) • Regional Planning Agencies (RPA) 	1 BP
21.	Regional Collaboration: Participated in a regional planning effort with other Cities and Towns or collaborated with neighboring Cities and Towns to tackle regional matters related to housing in the last 5 years. Note that working with your RPA to conduct a municipal-specific plan does not count for this best practice.	1 BP

For more information about the Housing Choice Initiative, see www.mass.gov/housingchoice, or contact McKenzie Bell at McKenzie.Bell@mass.gov and Filipe Zamborlini at Filipe.Zamborlini@mass.gov.

TOWN OF GILL

MASSACHUSETTS



February 9, 2026

The Honorable Senator Jo Comerford
Massachusetts State House
24 Beacon St., Room 410
Boston, MA 02133

The Honorable Representative Susannah Whipps
Massachusetts State House
24 Beacon St., Room 540
Boston, MA 02133

Re: Bill S.314, “An Act to Provide a Sustainable Future for Rural Schools”

Dear Senator Comerford and Representative Whipps:

The Gill Selectboard writes to you in support of Senator Comerford’s Bill S.314, titled “An Act to Provide a Sustainable Future for Rural Schools.” Western Massachusetts rural school districts continue to face the following structural challenges: demographics (an aging general population, leading to fewer families with school age children), geography (rural, with higher transportation costs and low numbers of students per square mile), fiscal (perpetually stuck in Chapter 70 hold-harmless and minimum aid), and operations (declining enrollment and supporting academic programs and services, with an decreased ability to provide diverse course offerings that enrich learning and retain students). These challenges shape the educational landscape of Franklin County and constrain the ability of our municipalities to sustain high-quality, equitable education under existing state frameworks.

The Commonwealth’s *Rural Schools Commission* highlights rural school district cost pressures arising from low student density, declining enrollment, sparsity, and high transportation cost/distances. Gill-Montague Regional School District reflects the well-documented pattern of low and declining enrollment typical of rural Western Massachusetts, which drives up per-pupil costs in relation to fixed and increasing operational expenses. In addition, regional school transportation reimbursement has not met the state’s historical 100% funding commitment in decades. Although there have been some improvements in recent years, districts have typically received only 70–77% reimbursement, requiring member towns to absorb the remaining cost. These factors limit the ability of districts like Gill-Montague to achieve economies of scale common in urban areas.

Under the current Chapter 70 formula, Western Massachusetts towns, including Gill and Montague, are net contributors to wealthier towns due to the Combined Effort Yield (CEY) 82.5% Local Contribution cap. Incrementally raising the cap would shift the distribution of state aid toward towns and districts that are, by the State’s own standards, in more need of the funding. In addition, many rural communities approach or exceed the 82.5% local contribution cap, reflecting a mismatch between calculated local capacity and true economic conditions of Western Massachusetts. School budgets represent a very large share, often 60% or more, of the total municipal budget. Due to the Chapter 70 formula, net state aid has been dropping as a percentage of total revenue for rural towns, shifting more pressure and burden onto our local property taxes and our taxpayers. Currently, State aid only accounts for 27% of the Gill-Montague District’s total budget.

Massachusetts’ effective 41% state / 59% local funding mix for K-12 Education places heavier burdens on communities that are without significant economic growth. For Franklin County towns, the current

mix contributes to budget volatility, increased reliance on overrides, constrained flexibility for building repairs and capital improvements, and cuts to other equally vital municipal services such as public safety, road maintenance, and library services.

Again, Franklin County faces distinct challenges— declining enrollment, low and aging population density, limited economies of scale, and higher transportation costs that must be recognized in statewide funding frameworks!

The Gill Selectboard appreciates the Commonwealth's attention to the ongoing challenges faced by our rural school districts. We welcome continued dialogue and collaboration on long-term, equitable funding and regionalization solutions that support Western Massachusetts communities and uphold the educational promise for every student in the Commonwealth. Please support Bill S.314 for the sake of our Western Massachusetts rural schools!

Sincerely,

Charles J. Garbiel, II, Chair

John R. Ward, Clerk

Gregory M. Snedeker, Member

Selectboard, Town of Gill