



CITY OF NORTH ADAMS, MASSACHUSETTS  
Office of the City Clerk

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**North Adams City Council Meeting  
Tuesday, October 13, 2020**

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the North Adams City Council will be conducted via remote, no in-person attendance of members of the public will be permitted. This meeting can be viewed live on the Northern Berkshire Community Television station and will be posted to their website as soon as possible. **Link to join Webinar:** <https://us02web.zoom.us/j/83557540978>.

I hereby notify that at twelve noon today, October 7, 2020, the following items of business have been filed with this office and will be acted upon at the regular meeting in the City Council Chambers at City Hall, Tuesday Evening October 13, 2020 at seven-thirty o'clock according to Section 8, Rules and Orders of the City Council.

Deborah M. Pedercini  
City Clerk

**AGENDA**

**REGULAR MEETING OF THE CITY COUNCIL  
October 13, 2020**

Roll Call  
Moment of silent remembrance  
The Pledge  
Approval of the minutes of September 22, 2020  
Hearing of Visitors on Agenda

- 11,876** Communication submitted by Councilor Lamb addressing speed limits and safety concerns in the Autumn Drive and Birchwood Terrace area, which was postponed at the meeting of September 8, 2020.
- 11,903** Mayor's communication #57 regarding the acceptance of COVID-19 Response Grant for Election Support.

- 11,903** An Order Authorizing the Mayor to accept a grant from the Center for Tech and Civic Life in the amount of \$7,742 for the purpose of safe and secure election administration.
- 11,904** Mayor's communication #58 regarding the acceptance of Community Choice Power Supply Program aggregation plan.
- 11,904** An Order authorizing the Mayor to accept the Community Choice Power Supply program as prepared by Colonial Power Group, Inc.
- 11,905** Mayor's communication #59 recommending Michael F. Nuvallie for appointment to the Hoosac Water Quality District to fulfil the unexpired term of Michael Canales for a term to expire April 8, 2023.
- 11,906** Communication submitted by Councilor Lamb regarding Inclusion, Diversity, Equity, Access Working Group training program for City Councilors.
- 11,906-a** Communication adding Council Rule #28 regarding Inclusion, Diversity, Equity Access required training for City Councilors.
- 11,907** An Order calling the State Election for November 3, 2020, 7:00 AM to 8:00 PM.

LICENSES  
OPEN FORUM  
MAYOR'S CONCERNS  
COMMITTEE REPORTS AND MINUTES  
LIAISON UPDATES AND COUNCILOR CONCERNS  
CORRESPONDENCE  
ADJOURNMENT

**Link to join Webinar:**

<https://us02web.zoom.us/j/83557540978>



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
**Thomas W. Bernard**

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Communication #	Subject	Date
57	Acceptance of COVID-19 Response Grant for Election Support	October 13, 2020

Honorable Members of the City Council  
North Adams, Massachusetts

Dear Honorable Councilors:

Enclosed with this communication is an Order to accept a grant in the amount of \$7,742 from the Center for Tech and Civic Life “for the public purpose of planning and operationalizing safe and secure election administration in North Adams City in 2020.” I want to acknowledge the efforts of City Clerk Deborah Pedercini in applying for and securing these funds.

I request that the City Council adopt the Order as presented.

Respectfully submitted,

Thomas W. Bernard  
Mayor

TWB/me



# City of North Adams

## In City Council

October 13, 2020

Ordered:

**Whereas**, the City of North Adams applied for grant funds from the Center for Tech and Civic Life “for the public purpose of planning and operationalizing safe and secure election administration in North Adams City in 2020;” and

**Whereas**, The Center for Tech and Civic Life awarded the City of North Adams a grant in the amount of seven thousand seven hundred forty-two dollars (\$7,742.00) for the above stated purpose; and

**Whereas**, pursuant to the provisions of Massachusetts General Laws Chapter 44, Section 53 A, the North Adams City Council must accept the grant;

**Now, therefore, it is Ordered**, that the North Adams City Council accept grant funds in the amount of \$7,742.00 from The Center for Tech and Civic Life “for the public purpose of planning and operationalizing safe and secure election administration in North Adams City in 2020.”



CENTER FOR  
TECH AND  
CIVIC LIFE

September 30, 2020

North Adams City, Massachusetts

City Clerk

10 Main Street

North Adams, Massachusetts 01247

Dear Deborah Pedercini,

I am pleased to inform you that based on and in reliance upon the information and materials provided by North Adams City, the Center for Tech and Civic Life (“CTCL”), a nonprofit organization tax-exempt under Internal Revenue Code (“IRC”) section 501(c)(3), has decided to award a grant to support the work of North Adams City (“Grantee”).

The following is a description of the grant:

**AMOUNT OF GRANT:** \$7,742.00 USD

**PURPOSE:** The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in North Adams City in 2020 (“Purpose”).

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement (“Grant Agreement”) and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

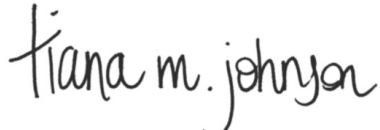
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Board of Registrars (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at [grants@techandcivicliflife.org](mailto:grants@techandcivicliflife.org).

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

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

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

Date: \_\_\_\_\_



CENTER FOR TECH & CIVIC LIFE  
233 N. MICHIGAN AVE., SUITE 1800  
CHICAGO, IL 60601

[HELLO@TECHANDCIVICLIFE.ORG](mailto:HELLO@TECHANDCIVICLIFE.ORG)



CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
**Thomas W. Bernard**

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Communication #	Subject	Date
58	Acceptance of City of North Adams Community Choice Power Supply Program, Aggregation Plan	October 13, 2020

Honorable Members of the City Council  
North Adams, Massachusetts

Dear Honorable Councilors:

Enclosed with this communication is an Order to accept the City of North Adams Community Choice Power Supply Program, also known as an aggregation plan. The city's current aggregation plan has been updated and needs to be accepted by the City Council before it can be submitted to the Massachusetts Department of Energy Resources for approval.

Over the last six years the City of North Adams has participated in an aggregation plan to represent consumer interests in competitive markets for electricity. Such plans bring together the buying power of multiple communities within Berkshire County, which allows the City to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. Participation is voluntary for each consumer. Consumers have the right to opt out of the plan and to choose any Competitive Supplier they wish.

Representatives from Colonial Power will be available at the October 13, 2020, meeting of the City Council to address questions about the plan.

I request that the City Council adopt the Order as presented.

Respectfully submitted,

Thomas W. Bernard  
Mayor

TWB/me





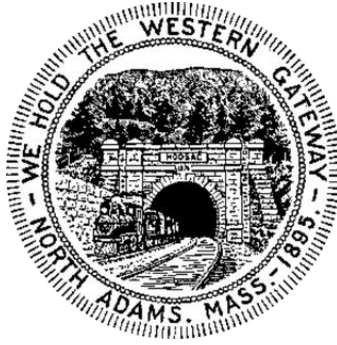
# City of North Adams

## In City Council

October 13, 2020

Ordered:

That the North Adams City Council accept the City of North Adams Community Choice Power Supply Program as prepared by Colonial Power Group, Inc.



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# **CITY OF NORTH ADAMS COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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### **PURPOSE OF THE AGGREGATION PLAN**

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

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the City to negotiate rates for power supply. It brings together the buying power of more than 12,900 consumers. Furthermore, the City seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the consumers will participate. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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# **REQUIREMENTS FOR MUNICIPAL AGGREGATION**

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

## **1 THE PROCESS OF MUNICIPAL AGGREGATION**

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

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Vote on Plan by City Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Mayor
- 1.9 Notification of Enrollment for Eligible Consumers<sup>1</sup>
- 1.10 Beginning of Opt-Out Period (37 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

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

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<sup>1</sup> The term “eligible consumers” is equivalent in meaning to “eligible customers” as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017). This includes (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

## **2 NORTH ADAMS' COMMUNITY CHOICE POWER SUPPLY PROGRAM**

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

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts, however, savings cannot be guaranteed. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the City develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the City's Consultant, it must be submitted to the Mayor for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the City's Program. No eligible consumer is required to receive service under the City's contract. [See Section 5.1.6 for detailed information on the opt-out process.]

### **2.1 ORGANIZATIONAL STRUCTURE**

The City's government is led by a nine person City Council. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in November.

The City Council is composed of nine members elected for two year terms. They meet every second and fourth Tuesday evening at 7:30 P.M. at City Hall. They may also hold other meetings from time to time. The Mayor acts as the City's Chief Executive and the City Council as the Legislative Body, both responsible for the general welfare of the community. Specific powers and responsibilities of the City Council are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

There are five operational levels to the City's Program as follows:

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the City Council who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the City's Program in particular. And they can attend meetings to express their views.

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

### **2.2.2 Level Two: City Council**

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

### **2.2.3 Level Three: Mayor**

The Mayor carries out the collective decisions and instructions of the City Council and participating consumers.

### **2.2.4 Level Four: Consultant**

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

This administrative support includes:

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

### **2.2.5 Level Five: Competitive Suppliers**

Competitive Suppliers contract with the City through the Mayor. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Mayor. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the City and the Competitive Supplier.

## **2.3 OPERATIONS**

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

The goals of this Plan are as follows:

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

## **2.4 STAFFING AND MANPOWER**

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

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

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

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Mayor and City Council.

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

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

### **3 PRODUCT OFFERINGS**

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The City will solicit bids for power supply from Competitive Suppliers that (1) meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation and (2) provide additional Renewable Energy Certificates (RECs). The City may seek RECs, at varying percentages, from a variety of both local and national renewable sources, including but not limited to wind, solar, hydro and geothermal power.

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

#### **3.1 STANDARD PRODUCT**

All eligible consumers will be enrolled in the City's standard product unless they affirmatively opt-out of the Program. The City's standard product may incorporate RECs beyond the required minimum Massachusetts RPS obligation. The City will evaluate bids and select a standard product that addresses the City's objectives with respect to price and renewable energy content at the time of such decision.

#### **3.2 OPTIONAL PRODUCT**

The City may also offer one or more optional products. Eligible consumers will only be enrolled in a City's optional product if they affirmatively select it. The City's optional products may, but



shall not be required to, incorporate RECs beyond the required minimum Massachusetts RPS obligation. Products with a higher percentage of renewable energy are typically available at an additional incremental cost and will provide consumers with alternative choices in terms of the balance of price and environmental benefit.

## **4 FUNDING**

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

## **5 ACTIVATION AND TERMINATION**

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### **5.1 ACTIVATION**

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

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

Each of these steps is described as follows:

#### **5.1.1 Approval of Plan by Department**

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

#### **5.1.2 Acceptance of ESAs by Mayor**

All contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the Mayor. Competitive Suppliers and contracts must comply with all applicable

laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

### **5.1.3 Signing of ESA by Mayor**

With the signing of the contract by the Mayor, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the City, except for those eligible consumers who affirmatively opt-out of the Program.

### **5.1.4 Notification of Enrollment for Eligible Consumers**

Following approval of the contract by the City, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will provide the Competitive Supplier and the Consultant with a list of eligible consumers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that only eligible consumers are enrolled. Only current eligible consumers will be sent opt-out notices. The City may also generally notify all consumers receiving competitive service of their eligibility to receive power from the City's Competitive Supplier. In doing so, the City will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the City's Program during a competitive supply contract term. No later than ten days prior to the date of issuance, the City shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the City's Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

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

- mailings by the City;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in City Hall and on City's website.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the City's contract compared to the price and terms of NGRID's Basic Service;
- explain the opt-out process;
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier; and
- inform eligible consumers that savings cannot be guaranteed.

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

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

Day 1	Supply contract executed between City and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare City eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of receipt
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with NGRID
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 37 days after mailing the opt-out notice and two full business days before the meter read.

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

The procedures described above may also be found in NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time.

#### **5.1.5 Notification of NGRID**

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

#### **5.1.6 Beginning of Opt-Out Period**

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID's Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, participating residential consumers will be transferred to NGRID's Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out

may be negotiated by the City and the Competitive Supplier and included in the terms of the contract presented to the City Council, the Mayor, and made part of the public information offered to each eligible consumer. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to enroll, with the exception of large industrial eligible consumers, will be enrolled pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time. [See Section 8 for further information.]

### **5.1.7 Transfer of Participating Consumers to Competitive Supplier**

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

- a) Data Preparation: NGRID will identify all eligible consumers as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017).
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

## **5.2 TERMINATION**

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the City Council and Mayor to dissolve the Program.

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

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

## **6 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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

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

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

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

With respect to a planned termination of the Program, the City will also notify the Director of the Department's Consumer Division at the same time it notifies NGRID (i.e., 90 days prior). Such notification to the Department will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's termination and return of participating consumers to NGRID's Basic Service.

## **7 RATE SETTING, COSTS, AND BILLING**

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

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services

shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

## **7.1 RATE SETTING**

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the City, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 7.3 for an example of a typical residential bill.]

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

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

Any applicable taxes will be billed as part of the Program's power supply charge. Participating consumers are responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation to the Competitive Supplier.

If there is a change in law<sup>2</sup> that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the City will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the City will notify participating consumers of the change in price by issuing a press release and posting a notice in City Hall and on the Program's website.

Additionally, the City will notify the Director of the Department's Consumer Division prior to the implementation of any change in the Program price related to a change in law (e.g., regulatory event or new taxes). Such notification to the Department will occur no less than ten days prior to the City notifying participating consumers and will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's change in price.

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<sup>2</sup> The term "change in law" defines the terms "Regulatory Event" and "New Taxes" as those terms are used in Article 17 of the ESA.

## 7.2 COSTS

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

In addition, the City may fund personnel costs associated with an Energy Manager position(s) to support the operation of its Aggregation Program, through an Operational Adder equivalent of up to \$0.001 per kWh, payable by the Competitive Supplier to the City.

## 7.3 BILLING

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

The typical residential "complete bill" for use of 600 kWh shows the following charges for NGRID's Basic Service in November 2019:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1 Residential)</b>		
Customer Charge		\$ 7.00
Distribution Charge	\$0.07411	\$ 44.47
Transition Charge	(\$0.00086)	(\$ 0.52)
Transmission Charge	\$0.03130	\$ 18.78
Energy Efficiency Charge	\$0.01805	\$ 10.83
Renewable Energy Charge	\$0.00050	\$ 0.30
Distribution Solar Charge	\$0.00356	\$ 2.14
Total Delivery Services		\$ 83.00
<b>Supply Services Detail (Rate: Basic Service)</b>		
Electric Supply Services	\$0.13957	\$ 83.74
Total Supply Services		\$ 83.74
Average Bill Total		\$ 166.74



Sources: <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>  
<https://www.nationalgridus.com/MA-Home/Rates/Service-Rates>

Accessed: November 1, 2019

## **8 UNIVERSAL ACCESS**

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

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

Eligible existing consumers in the City shall be transferred to the Program unless they have affirmatively opted-out of the Program.

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

New eligible consumers shall be enrolled in the Program unless they have affirmatively opted-out of the Program. New eligible consumers will retain the right to opt-out any time after the commencement of Program service.

Eligible consumers who have previously opted out of the Program, with the exception of large industrial customers, may request that they be re-enrolled in the Program. The City’s Competitive Supplier will re-enroll such eligible consumers at the then-current Program rate.

Consumers being served under competitive service, with the exception of large industrial customers, may affirmatively opt-in and request that they be enrolled in the Program. The City's Competitive Supplier will enroll such consumers at the then-current Program rate.

Large industrial customers who have previously opted out of the Program or are being served under competitive supply may request to join the Program. Given the high monthly usage of such consumers, enrollment is at the discretion of the City's Competitive Supplier and may be at the then-current market price.

## **9      EQUITABLE TREATMENT OF RATEPAYERS**

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All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the City's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. Rather, rate classifications that are similarly situated will be treated equitably. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

## **10     RELIABILITY**

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

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

## **11 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **11.1 RIGHTS**

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

### **11.2 RESPONSIBILITIES**

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

## **12 BENEFITS OF MUNICIPAL AGGREGATION**

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

### **12.1 PARTICIPATION IN COMPETITIVE MARKET**

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

### **12.2 SELECTION OF ALTERNATE SUPPLIER**

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

### **12.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to

minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

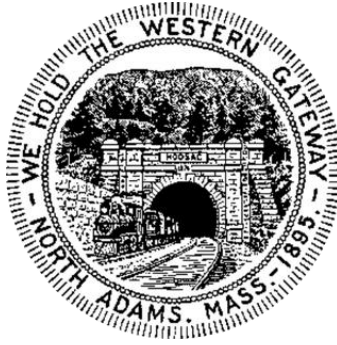
#### **12.4 OTHER PROTECTIONS**

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

### **13 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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



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# **CITY OF NORTH ADAMS COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **EDUCATION AND OUTREACH PLAN**

**PREPARED BY**

**COLONIAL POWER GROUP, INC.**

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### **1 OVERVIEW AND PURPOSE**

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M.G.L. c. 164, § 134(a) requires that municipal aggregators “fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty.”

The Education and Outreach Plan (“Education Plan”) component of North Adams’ Community Choice Power Supply Program (“Program”) is two-pronged. The first is general education through which Colonial Power Group, Inc. (CPG) will provide information to eligible consumers by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

The purpose of the City of North Adams’ (“City”) Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

- a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
- b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key information.

## **1.1 GENERAL EDUCATION**

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

### **1.1.1 Press Conference**

The initial launch of the Program will be a media event featuring representatives from the City, its Competitive Supplier, and CPG. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

- a) news release;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

### **1.1.2 Media Outreach**

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

## Sample Media List:

- a) Berkshire Eagle
- b) Berkshire Edge
- c) iBerkshires.com
- d) Local Cable TV – Channel 1303 Northern Berkshire Community TV (NBCT)

### **1.1.3 Notices and Public Postings**

Notices in newspapers and in City Hall describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

### **1.1.4 Customer Service Center**

CPG will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise. CPG's customer service center has the capability to provide interpretation services for more than 200 different languages.

### **1.1.5 Website**

All information regarding the Program will be posted on CPG's website, which is linked to the City's website. The website will note if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder. CPG's website will have links to National Grid ("Local Distributor"), the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities ("Department"), and the City's Competitive Supplier.

### **1.1.6 Translation Services**

CPG's website is equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The City will retain any additional translation services as it determines to be necessary or appropriate for eligible consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well".

### **1.1.7 Public Presentations**

CPG will provide presentations to the City Council and to any interested community group (i.e. Chamber of Commerce, Council on Aging, etc.). The City will seek to identify and potentially work with appropriate community and neighborhood-based groups to assist with education and outreach efforts. The City may leverage email lists and newsletters to ensure consumers are receiving accurate and timely information.

## Sample Community Groups:

- a) North Adams Council on Aging
- b) Berkshire Environmental Action Team
- c) Berkshire Community Green Network
- d) Berkshire Regional Planning Commission
- e) Berkshire Node 350 MA

### **1.1.8 Impaired Physical Capabilities**

The City will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Information sessions will be held in accessible locations, typically City Hall, the Senior Center or the library. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or otherwise visually impaired) will have the opportunity to do so ahead of any such public presentation.

The opt-out notification will include a separate Language Access Document which will provide instructions regarding how consumers can receive visual or audial assistance with Program information.

### **1.1.9 Ongoing Education and Outreach**

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: City and CPG websites; press releases and local cable television shows; and presentations to the City Council or to any interested community group (i.e. Chamber of Commerce, Council on Aging, etc.). In addition, notices will be placed in newspapers, in City Hall and in public buildings (i.e. library, Senior Center, etc.) further describing the Program's details including the price, the product offering, the opt-out information and the toll-free telephone number. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

## **1.2 DIRECT MAIL NOTIFICATION**

### **1.2.1 Opt-Out**

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer receiving Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.



The letter will:

- a) introduce and describe the Program and provide information regarding participation and rights;
- b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
- c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service;
- d) inform eligible consumers if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
- e) explain the opt-out process;
- f) inform eligible consumers if the City has chosen to offer an optional green product and explain the opt-in process; and
- g) include instructions for consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English “less than very well” (i.e. toll-free telephone number).

The opt-out notification will also contain a postcard with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of receipt of the mailing to return the opt-out postcard in the pre-addressed envelope provided. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules. Such enrollments shall begin no sooner than 37 days after the mailing of the opt-out notification. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

### 1.2.2 Limited English Proficiency

The languages spoken by City residents who self-identify as speaking English “less than very well” is presented below. The table assumes a total population of 12,795.

Language	Speaks English “Less Than Very Well”	% of Total Population
Spanish	101	0.79%
Italian	28	0.22%
Portuguese	63	0.49%
Russian	23	0.18%
Polish	5	0.04%
Chinese	5	0.04%
Other Pacific	6	0.05%
Arabic	18	0.14%
<b>Total</b>	<b>249</b>	<b>1.95%</b>

Source: 2015 American Community Survey

Website URL:

<https://data.census.gov/cedsci/table?tid=ACSDT5Y2015.B16001&hidePreview=true&g=06000000US2500346225&vintage=2015>

The opt-out notification will include a separate Language Access Document to ensure that the mailing is meaningful to all consumers with limited English proficiency and other language access needs. The required Language Access Document will translate the following text into 26 languages.

Important notice enclosed from City of North Adams about your electricity service.  
Translate the notice immediately. Call the number or visit the website, above, for help.

## **2 TIMELINE**

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The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 47-day period outlined below through the media and the toll-free telephone number.

Day 0:	Press conference held announcing the Program and introducing the Competitive Supplier
Day 1:	Customer service center (i.e. toll-free telephone number) opens
Day 1:	Press release issued on direct mail notification and start-up of the customer service center
Day 1:	Program information posted on the following websites: CPG, City, and Competitive Supplier
Day 1-7:	Postings placed in public buildings
Day 1-40:	Public presentations provided informing community groups about the Program and eligible consumer rights
Day 1-40:	Media interviews conducted with Program representatives, as needed
Day 10:	Direct mail notification sent to each eligible consumer (see Day 47)
Day 12-35:	Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
Day 14:	Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
Day 16-30:	PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
Day 47:	Deadline reached for eligible consumers returning the opt-out postcard
Day 47+:	On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
Day 90+:	Follow-up news releases issued summarizing the Program's status

### 3 BUDGET

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Notification Method	Responsible Party	Estimated Cost
Direct Mailing	Competitive Supplier	\$8,500
Press Conference	CPG	\$500
Television Media	CPG	\$500
Newspaper Media	CPG	\$2,000
Electronic Communications	CPG	-----
Public Presentations	CPG	-----



# THE CITY OF NORTH ADAMS’ COMMUNITY CHOICE POWER SUPPLY PROGRAM CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear North Adams Basic Service Consumer:

The City of North Adams is pleased to announce that \_\_\_\_\_ has been selected as the supplier for its Community Choice Power Supply Program (“Program”). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to National Grid Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. National Grid will continue to deliver your electricity but North Adams has chosen the supplier for the Program. \_\_\_\_\_ will provide electric power supply for all consumers currently on Basic Service in North Adams. This letter is intended to tell you about this Program for electric power supply. In accordance with state law, it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM UNLESS YOU CHOOSE NOT TO PARTICIPATE AND OPT-OUT.**
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

**YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE.** The only difference you will see is that \_\_\_\_\_ will be printed under the “Supply Services” section of your monthly bill. You will continue to receive one bill from National Grid. You will continue to send your payments to National Grid for processing. National Grid will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

## COMPARATIVE RATES AND TERMS

	North Adams’ Program* (Supply Services Only)		National Grid** (Supply Services Only)
	STANDARD	OPTIONAL	BASIC SERVICE
Rate			
Residential	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Commercial/Streetlight	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Industrial	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Renewable Energy Content	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
Duration	_____ 2020 – _____ 2020 [Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]		_____ 2020 – _____ 2020 [Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 3 months.]
Exit Terms	NO CHARGE		May receive a reconciliation charge or credit [Industrial G-2 & G-3 only]

\*Rate includes Consultant Fee of \$0.001 per kWh to facilitate North Adams’ Community Choice Power Supply Program.

\*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).

\*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

\*\*GreenUp options are available for \$0.012-\$0.038 per kWh in addition to National Grid’s Basic Service rate.

## IMPORTANT INFORMATION

- At present, the aggregation rate is lower than National Grid’s Basic Service rate. The aggregation rate is fixed for \_\_ months (\_\_\_\_\_ 2020 to \_\_\_\_\_ 2020) while National Grid’s Basic Service rate changes twice a year, in May and November. As a result, the aggregation rate will not always be lower than National Grid’s Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid’s Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO CHARGE TO OPT-OUT** of the Program and return to National Grid Basic Service.

**IF YOU HAVE BEEN MAILED THIS NOTIFICATION** you do not need to take any action to participate in the Program.

**ALL BASIC SERVICE CONSUMERS** who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in \_\_\_\_\_ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

**WATCH YOUR NATIONAL GRID BILL FOR FURTHER NOTIFICATION** of the Program.

- Your \_\_\_\_\_ bill will state that you are being switched to North Adams’ Program.
- Your \_\_\_\_\_ bill will show North Adams’ supplier and aggregation rate under “Supply Services”.

**BUDGET PLAN OR ELIGIBLE LOW-INCOME RATE CONSUMERS** will continue to receive those benefits from National Grid.

**SOLAR PANEL AND COMMUNITY SOLAR CONSUMERS** will continue to receive net metering or on-bill credits while receiving electricity supply under the Program and the value of these credits will not be altered by participating in the Program.

**ANY APPLICABLE TAXES WILL BE BILLED** as part of the Program’s power supply charge. You will be responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation.

**TAX EXEMPT SMALL BUSINESS CONSUMERS** must send or fax a copy of their Energy Exemption Certificate directly to \_\_\_\_\_(Supplier)\_\_\_\_\_ at \_\_\_\_\_(Supplier address/fax)\_\_\_\_\_ in order to maintain their tax exempt status.

**IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN** you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

**IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION THROUGH NATIONAL GRID** you must opt-out of this Program. This will ensure you continue to get your electricity from that Green Power Supply.

**IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM** you may: 1) Opt-out and continue paying National Grid’s Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

**HOW TO OPT-OUT**

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit [www.colonialpowergroup.com/north-adams/](http://www.colonialpowergroup.com/north-adams/) and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call \_\_\_\_\_ at \_\_\_\_\_ and ask to remain on National Grid Basic Service.

**ANY TIME AFTER ENROLLMENT** you can still opt-out with NO CHARGE. It may take a couple of billing cycles before you are back on National Grid Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at [www.colonialpowergroup.com/north-adams/](http://www.colonialpowergroup.com/north-adams/) **OR** call \_\_\_\_\_ at \_\_\_\_\_ and ask to be placed on National Grid Basic Service.

**TO CHOOSE A PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY** you may call \_\_\_\_\_ at \_\_\_\_\_ and ask to be enrolled in North Adams’ Optional Green Product.

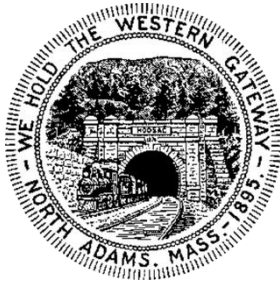
[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

**FOR MORE DETAILED INFORMATION** regarding North Adams’ Program, please visit [www.colonialpowergroup.com/north-adams/](http://www.colonialpowergroup.com/north-adams/) or call us toll-free at (866) 485-5858. To learn more about \_\_\_\_\_ please visit [www.](http://www.)\_\_\_\_\_.

**TO ACCESS NATIONAL GRID’S BASIC SERVICE RATES** please visit:

- Residential Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>.
- Commercial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/commtable.pdf>.
- Industrial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/indtable.pdf>.

*Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the City of North Adams to facilitate the Community Choice Power Supply Program.*



**THE CITY OF NORTH ADAMS'  
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



**IMPORTANT NOTICE**



**(866) 485-5858 ext. 1**



**TTY (800) 720-3480 / Español (866) 930-9252**



**colonialpowergroup.com/north-adams**

The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from City of North Adams about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

<p><b>SPANISH/ESPAÑOL</b></p> <p>Incluye notificación importante del <b>City of North Adams</b> sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p><b>POLISH/POLSKI</b></p> <p>Załączono ważną informację od <b>City of North Adams</b> na temat usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyższą witrynę, aby uzyskać pomoc.</p>
<p><b>PORTUGUESE/PORTUGUÊS</b></p> <p>Aviso importante incluído da <b>City of North Adams</b> sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.</p>	<p><b>NEPALI/नेपाली</b></p> <p>तपाईंको विद्युतीय सेवा बारे <b>City of North Adams</b> संलग्न गरिएको महत्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवाद गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।</p>
<p><b>CHINESE (SIMPLIFIED)/ 中文</b></p> <p>随函附上来自 <b>City of North Adams</b> 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。</p>	<p><b>MARATHI/मराठी</b></p> <p>आपल्या विद्युत सेवेसंबंधी <b>City of North Adams</b> महत्वाची सूचना सलग्न केली आहे. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.</p>
<p><b>CHINESE (TRADITIONAL)/ 中文</b></p> <p>隨附 <b>City of North Adams</b> 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。</p>	<p><b>YORUBA/YORÙBÁ</b></p> <p>Àkíyèsí pàtàkì tí a fi sínú rẹ látí òdọ́ <b>City of North Adams</b> nípa isẹ́ iná mọ̀nà mọ̀nà rẹ. Tùmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pẹ̀ nọ̀n bà náà tàbí kànsí ayélujára, lókè, fún irànlọ̀wọ́.</p>
<p><b>HAITIAN/KREYÒL</b></p> <p>Ou gen yon notifikasyon enpòtan de <b>City of North Adams</b> sou sèvis elektrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.</p>	<p><b>IGBO/NDI IGBO</b></p> <p>Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka <b>City of North Adams</b>. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.</p>
<p><b>VIETNAMESE/TIẾNG VIỆT</b></p> <p>Đính kèm thông báo quan trọng từ <b>City of North Adams</b> về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b></p> <p>የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ <b>City of North Adams</b> እንደ ዓገሪ ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።</p>

<p><b>RUSSIAN/РУССКИЙ</b>          Прилагается важное уведомление от <b>City of North Adams</b> о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.</p>	<p><b>SOMALI/SOOMAALI</b>          Oageysiis muhiim oo ka yimid <b>City of North Adams</b> kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.</p>
<p><b>ARABIC/عربي</b>          مرفق إخطار مهم من <b>City of North Adams</b> عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.</p>	<p><b>JAPANESE/倭 𠬞𠬞</b>          「電気供給サービスに関する <b>City of North Adams</b> からの重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」</p>
<p><b>KHMER/ខ្មែរ</b>          សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង <b>City of North Adams</b> គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b>          તમારી વીજળી સેવા અંગે <b>City of North Adams</b> તરફથી મહત્વપૂર્ણ સૂચના બહિર છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કોલ કરો અથવા વેબસાઈટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b>          Avis important de <b>City of North Adams</b> concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.</p>	<p><b>SWAHILI/KISWAHILI</b>          Notisi muhimu ambayo imeambatishwa kutoka <b>City of North Adams</b> kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliyo hapo juu ili upate usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b>          Comunicazione importante in allegato della <b>City of North Adams</b> riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.</p>	<p><b>HINDI/हिंदी</b>          आपकी बिजली सेवा के बारे में <b>City of North Adams</b> से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करे। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b>          귀하의 전기 서비스와 관련하여 <b>City of North Adams</b> 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b>          ประกาศสำคัญที่แนบมาจาก <b>City of North Adams</b> เกี่ยวกับบริการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b>          Εσωκλείεται σημαντική ειδοποίηση από την <b>City of North Adams</b> που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.</p>	<p><b>LAO/ລາວ</b>          ແຈ້ງການສຳຄັນທີ່ຕິດຄັດມາຈາກ <b>City of North Adams</b> ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແບແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສຳລັບຄວາມຊ່ວຍເຫຼືອ.</p>

**NORTH ADAMS' COMMUNITY CHOICE POWER SUPPLY PROGRAM  
CUSTOMER NOTIFICATION LETTER ENVELOPE**

**OFFICIAL CITY BUSINESS**



City of North Adams  
c/o Competitive Supplier  
1 Supplier Street  
Supplier, MA 00000

John Smith  
1 Main Street  
North Adams, MA 01247

PRESORTED  
FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID  
STAMFORD, CT  
PERMIT NO. 102

**DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates**

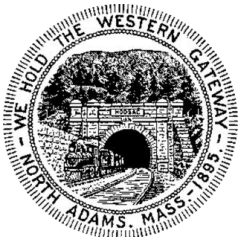
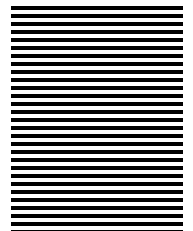
**NORTH ADAMS' COMMUNITY CHOICE POWER SUPPLY PROGRAM  
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE**

**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL      PERMIT NO. 41      MARLBOROUGH, MA  
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**CITY OF NORTH ADAMS  
c/o COMPETITIVE SUPPLIER  
1 SUPPLIER STREET  
SUPPLIER, MA 00000**



**NORTH ADAMS COMMUNITY CHOICE POWER SUPPLY PROGRAM  
OPT-OUT REPLY CARD**

John Smith  
1 Main Street  
North Adams, MA 01247

If you want to participate in the North Adams Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

**Opt-Out Instructions**

**If you do not want to participate:**

- 1) Sign and date
- 2) Place in envelope provided
- 3) Drop in the mail

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by \_\_\_\_\_ to opt-out of the Program before being automatically enrolled.**

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

**Signature**

**Date**





CITY OF NORTH ADAMS, MASSACHUSETTS

Office of the Mayor  
**Thomas W. Bernard**

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Communication #	Subject	Date
59	Appointment to the Hoosac Water Quality District	October 13, 2020

Honorable Members of the City Council  
North Adams, Massachusetts

Dear Honorable Councilors:

I am pleased to recommend Michael Nuvallie for appointment to the Hoosac Water Quality District for a term to expire April 8, 2023. Mr. Nuvallie will fill the unexpired term of Michael Canales. **This recommendation is presented for Council approval.**

I believe Mr. Nuvallie will provide valuable insight and practical experience to the commission and its work.

I request Council confirmation of this appointment recommendation.

Respectfully submitted,

Thomas W. Bernard  
Mayor

TWB/me

Tuesday October 13<sup>th</sup>, 2020

Dear Fellow Councilors,

On February 11<sup>th</sup>, 2020 The North Adams City Council voted unanimously to move forward with the process of appointing a working group with the primary objective of establishing a training toolset for the City Council that would help build the Council's knowledge and awareness in regard to diversity, equity and inclusion. This Inclusion, Diversity, Equity and Access Working Group, officially appointed by Council Chair Hopkins in June, began meeting in July and has since then held six virtual meetings to begin the work of this charge.

This group has aggregated significant information and resources, had robust dialogues and heard public comments, and has invested numerous hours of time to advance a training plan that will be thorough, meaningful, and of high impact to the Council, and the work that the Council does. I thank all of them personally for the real, hard work they are taking on with this effort.

A significant component and concern of this training is accountability. As it currently stands, there is no documented or established expectation or accountability associated with the training that will be conducted. Members of the working group have voiced this concern regularly, and as such, a piece of our work has been designing a way to hold the Council accountable to their own commitment of having this training developed for them.

A first step in creating this accountability is the recommendation that the City Council adopt a new rule into the North Adams City Council Rules of Order. This rule, included in your packets, aims to ensure that all Councilors understand this work and this future training as an expectation of their role, and to that end, to also make sure the public is aware of any/all Councilors' commitment and follow through to engage in this effort.

At the September 24<sup>th</sup>, 2020 meeting of the Inclusion, Diversity, Equity and Access Working Group, the group unanimously voted to recommend the attached rule for adoption by the Council so that we, as City Councilors, are holding ourselves accountable to participate in the future training, and to show that we value the very significant amount of work being invested by this Working Group to develop and institute a meaningful training program.

Thank you in advance for considering adoption of the attached rule.

Sincerely,  
Councilor Lamb  
Inclusion, Diversity, Equity and Access Working Group Facilitator

RECEIVED AND FILED  
SEP 29 2020 20  
At 2 o'clock 10 minutes A M  
*Deborah M. Pedercini*  
City Clerk

## Council Rule 28 – Required Training

As part of their role as a City Councilor, each duly elected councilor must participate in the Inclusion, Diversity, Equity and Access training program during each 2-year term in office. This training will be offered during the first 60-90 days of each year. This training will provide a core set of information and tools that councilors are expected to integrate into their work on the council. Participation in these trainings will be recorded through the City Clerk's office and reported out publicly at the first regular City Council meeting of April of each year to indicate who has and has not completed said training.



# City of North Adams

## In City Council

October 13, 2020

**Ordered:**

That the City Clerk is hereby directed to cause to be published and posted as provided in Section 63 of Chapter 54 of the General Laws, the following notice of election:

### STATE ELECTION

November 3, 2020

City of North Adams, Massachusetts

In accordance with the provisions of Chapter 54 of the General Laws, notice is hereby given that meetings of the citizens of North Adams, qualified to vote, will be held on Tuesday, third day of November 2020 in the following places, namely:

- Ward 1. Saint Elizabeth's Parish Center, St. Anthony Drive
- Ward 2. Saint Elizabeth's Parish Center, St. Anthony Drive
- Ward 3. Saint Elizabeth's Parish Center, St. Anthony Drive
- Ward 4. Saint Elizabeth's Parish Center, St. Anthony Drive
- Ward 5. Saint Elizabeth's Parish Center, St. Anthony Drive

The polls will be opened at 7:00 o'clock in the forenoon, and closed at 8:00 o'clock in the afternoon; and all voters will, in the several wards in which they are entitled to vote, between said hours, give in their votes for:

ELECTORS OF PRESIDENT AND VICE PRESIDENT  
SENATOR IN CONGRESS  
REPRESENTATIVE IN CONGRESS  
COUNCILOR  
SENATOR IN GENERAL COURT

REPRESENTATIVE IN GENERAL COURT  
REGISTER OF PROBATE

FOR THIS COMMONWEALTH  
FOR THIS COMMONWEALTH  
FIRST DISTRICT  
EIGHTH DISTRICT  
BERKSHIRE, HAMPSHIRE,  
FRANKLIN HAMPDEN DISTRICT  
FIRST DISTRICT  
BERKSHIRE

**QUESTION 1**  
**LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

**SUMMARY**

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair. Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems that collect and wirelessly transmit mechanical data to a remote server with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing. Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer. The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority. Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

**A YES VOTE** would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

**A NO VOTE** would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

**QUESTION 2**  
**LAW PROPOSED BY INITIATIVE PETITION**

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

**SUMMARY**

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member. Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would

instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner. Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected. Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount. The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

***A YES VOTE*** would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

***A NO VOTE*** would make no change in the laws governing voting and how votes are counted.