

MONTAGUE SELECTBOARD MEETING

MONDAY, December 4, 2023

**In-Person at 1 Avenue A, Turners Falls and VIA ZOOM
AGENDA**

Zoom Login: <https://us02web.zoom.us/j/86551263160>

Meeting ID: 865 5126 3160 **Passcode:** 291986

Dial into meeting: **+1 646 558 8656**

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
3. 6:32 Approve Selectboard Minutes from November 20 and 27, 2023 if available
4. 6:33 Caitlin Kelly, Library Director
 - Update on Mass Public Library Construction Program application process
 - Libraries Transforming Communities (LTC): Accessible Small and Rural Communities
 - "Beyond Library Walls" – Serving Tweens and Teens
5. 6:50 Chelsey Little, CWF Superintendent
 - Montague Generator Project RFP#1 Revised Response. Execute change order 1001 with Collins Electrical Co. Inc. in the amount of \$25,000 to change from an integrated automatic transfer switch (ATS) to a stand-alone ATS in order to improve lead times.
6. 7:00 Personnel Board
 - Appoint Joanne Palhete, DPW Custodian, 12-19 hours/week, effective 12/11/2023
 - Town Administrator Succession and Transition Plan

Montague Selectboard Meeting

December 4, 2023

Page 2

7. 7:20 ATA Business
- Execute Master Purchase Agreement with Alliance Clean Energy, Inc. for the Town Hall Annex Solar Project (\$192,930.52- funded from ARPA)
 - Green Communities FY23 Annual Report
8. 7:30 TA Business
- Review of Proposed FY25 Selectboard Budget Submissions
 - Execute Agreement in the Amount of \$50,000 with Wright Pierce for a Wastewater Collection System Capacity Management, Operations and Maintenance (CMOM) Plan
 - Reminder of EOED Grant Award Celebration at the Shea Theater, December 5
 - Authorization to Vote on Behalf of Town at MIIA Annual Meeting January 20, 2024
 - Topics Not Anticipated Within 48 Hours of Posting

Upcoming Meetings:

- Digital Equity Plan meeting December 6, 2023 at 6:00pm, 1 Avenue A and via ZOOM
- Selectboard, Monday, December 11 at 6:00 PM, via ZOOM

Considering the Future

of the Carnegie
Library



TODAY'S Agenda

The state grant program

The grant application timeline
and what we've done so far

What we've learned

Additional opportunities for
public engagement





The Massachusetts Public Library Construction Program

The Massachusetts Board of Library Commissioners will fund 27 building projects in 2024

- ✦ Projects will include new construction, library additions, and renovations
- ✦ Montague is in the top tier for funding. If our project is chosen, 67% of eligible construction costs would be paid for by the state
- ✦ This opportunity will not come around again for another 5-8 years

Grant Timeline



✓ **April 2023** – Submit a Letter of Intent notifying the state that we plan to apply for the library construction grant.

Spring 2024 – Request Town Meeting support for the state grant application and \$150k for the planning and design phase of the project.

Summer 2024
– Wait....

✓ **Fall 2023** – Request community input. Feedback from surveys and focus groups determine what sorts of spaces the community would like to see in their main library.

5/31/24 – Submit grant application.

Fall 2024 – Hopefully receive good news and embark on the planning and design phase of the project.

What we've learned

From 200 survey responses and 3 focus groups



Patrons frequently commented that they want an addition or a new building that “feels like Turners Falls”

We want to know exactly what this means to people.



Patrons find the current building:

Inaccessible, crowded, and noisy but also charming and historic.

Many expressed their appreciation of the library's staff.

The top features patrons would like to see in a new or expanded building:

- An accessible main entrance
- A quiet adult area with comfortable chairs
- Small meeting rooms for private study or small group meetings
- Space for flyers and public notices
- A children's room with a parent/child reading chair
- A meeting room for community gatherings and programs



Upcoming Forums

Tuesday, Dec. 12 at 6PM-7PM via Zoom

**Wednesday, Dec. 13 at 6PM-8PM at the
Discovery Center's Great Hall**

At the forums we will:

- Review the current conditions of the Carnegie Library
- Go over the state construction program timeline and application process
- Highlight the community feedback we have gathered so far.
- Answer questions and listen to community input.

The in-person event (12/13) will be followed by a reception where participants can chat with the libraries' trustees and library director. Refreshments will be served.

Comprehensive Plan for Library Service

Municipality: **Montague**

Description: This form is a required component of the Massachusetts Public Library Construction Program Application (MPLCP). For towns with multiple library branches, it is meant to describe the service area, staffing models, collections, program offerings, and unique services and characteristics of each library location. Importantly, this document also specifies whether advances in municipal development, such as the expansion or new construction of a main library, would impact other town locations.

How many certified library locations are there? **3**

List information about each location in this format:

- Name of library: **Carnegie Library**
- Address: **201 Avenue A, Turners Falls, MA 01376**
- Phone number: **413-863-3214**
- Type of library:
 - **Main**
 - Branch
 - Independent
- Geographic service area (may overlap): **Carnegie Library: As the main library, the Carnegie serves all of Montague. It is located within the village of Turners Falls and is the closest library location for the village of Montague City.**
- Service population (approx.): **8,580**
- Building size (from ARIS): **5,500 s/f**
- Attendance for previous year (from ARIS): **16,460**
- Number of programs & attendance for previous year for each age group (from ARIS) **Adult programs: 22 with 1,255 attendees; School age: 11 programs with 708 attendees; young children: 24 programs with 340 attendees; all ages: 7 programs with 1,072 attendees**
- Service model
 - Administration: **The Library Director oversees all library staff. All staff report to the director with the exception of the Children's Program Assistant, who reports to the Youth Services Librarian.**
 - Staffing
 - FTEs & roles: **The Carnegie Library is the main workplace of the Library Director, the Youth Services Librarian, a Technical Services Librarian, the Children's Program Assistant, and seven Library Assistants. There are 6.5 FTEs**
 - Location-specific or multi-branch/floating: **Four substitute librarians fill in as-needed at all three locations.**
 - Collections
 - If collections are location-specific, what is the makeup/emphasis?

Carnegie: The collection at our main library is the most comprehensive of the three branches. Highlights of the circulating collections include robust literary fiction and science fiction collections, a local author collection, large print materials, a seed library, and a wide variety of objects featured in the Library of Things. The Carnegie also has an enviable local history collection that was painstakingly organized over the last several years. In this collection, one can find ephemera from historic factories, fraternal organizations, and historic performances, 19th century photographs, historic maps, church histories, directories, and more. Additionally, there is a museum collection that is housed on the second floor, which contains many natural history displays and local artifacts.

- If collections or subsets float, provide details: **N/A**
 - Programming focus(es): **Due to the accessibility limitations of the building, many library-supported programs in Turners Falls are held off-site or, during fair weather, under a tent on library grounds. Children's programming tends to focus on early literacy and STEAM, YA programs focus on community service/engagement and YA literature, and adult programs focus on local history and cultural heritage, civic engagement, genealogy, and the outdoors.**
 - Unique services or characteristics, if any: **N/A**
-
- Name of library: **Millers Falls Branch**
 - Address: **23 Bridge St, Millers Falls, MA 01349**
 - Phone number: **413-659-3801**
 - Type of library:
 - Main
 - **Branch**
 - Independent
 - Geographic service area (may overlap): **Millers Falls Branch: Millers serves the village of Millers falls and is also close to the village, Lake Pleasant.**
 - Service population (approx.): **1,158**
 - Building size (from ARIS): **1,886 s/f**
 - Attendance for previous year (from ARIS): **2,148**
 - Number of programs & attendance for previous year for each age group (from ARIS): **10 general audience programs saw 65 attendees.**
 - Service model
 - Administration: **This branch is overseen by a part-time Branch Library Assistant who reports to the Library Director.**
 - Staffing
 - FTEs & roles: **One Library Assistant works 12 hours per week, .3 FTE**
 - Location-specific or multi-branch/floating: **Substitute Library Assistants cover at this location as needed.**
 - Collections
 - If collections are location-specific, what is the makeup/emphasis?

Millers Falls: Millers Falls is a community of movie enthusiasts, and the branch library contains an ample DVD collection to support patron interests.

- If collections or subsets float, provide details
- Programming focus(es): **The programming at this branch is limited due to space constraints. It focuses on social gatherings in which neighbors can get together to chat, complete a simple craft, and enjoy light refreshments.**
- Unique services or characteristics, if any:

Millers Falls: Millers Falls lacks the social services infrastructure that exists in Turners Falls but does not have fewer needs. As the only public building in Millers, the branch library seeks to fill gaps in services. This branch features a food pantry, which was previously supported through donations and grant funding and is now supported through membership with the Food Bank of Western Mass. As of last month's count, this pantry serves 26 families each month, with many families picking up food once or twice per week.

Name of library: **Montague Center Branch**

- Address: **17 Center St., Montague, MA**
- Phone number: **413-367-2852**
- Type of library:
 - Main
 - **Branch**
 - Independent
- Geographic service area (may overlap):

Montague Center Branch: This branch serves the village of Montague Center and is also located close to Lake Pleasant.

- Service population (approx.): **2,270**
- Building size (from ARIS): **3,150 s/f**
- Attendance for previous year (from ARIS): **4,071**
- Number of programs & attendance for previous year for each age group (from ARIS): **Adult programs: 20 with 508 attendees; School age: 2 programs with 27 attendees; young children: 40 programs with 351 attendees; all ages: 4 programs with 240 attendees**
- Service model
 - Administration: **This branch is overseen by a part-time Branch Library Assistant who reports to the Library Director.**
 - Staffing
 - FTEs & roles: **One Library Assistant works 20 hours per week, .5 FTE**
 - Location-specific or multi-branch/floating
 - Collections
 - If collections are location-specific, what is the makeup/emphasis?

Montague Center: Montague Center is a community of academics and writers. The collection of the branch highlights works by local authors on subjects as varied as fungi, poetry, art history, baseball, and gardening.

- If collections or subsets float, provide details: **N/A**
- Programming focus(es): **With the most accessible and flexible space of all three library locations, the Montague Center Branch can host a variety of programs. Programming focuses on the arts and humanities, with regular local author events, exhibits of local artworks, concerts, art-making workshops, and a book club.**
- Unique services or characteristics, if any: **N/A**

What cooperative initiatives or programs exist between locations? **All three libraries participate in the same summer reading initiatives and passive programming, such as take-and-make crafts for adults, teens, and children as well as scavenger hunts and take-home science activities for children.**

Are any changes anticipated in municipal development or population distribution that would impact library services by location? **No. Town administration and the Trustees of the Montague Public Libraries are committed to supporting a three-branch library system in Montague.**

Libraries Transforming Communities (LTC): Accessible Small and Rural Communities is an initiative of the American Library Association (ALA) that provides community engagement and accessibility resources to small and rural libraries to help them better serve people with disabilities.

This section contains four required narrative questions. Note that your response for each question is limited to 3,000 characters (including spaces and punctuation). Please respond to all elements of each question.

Community and Library Information*

Describe your library and the community it serves, including demographics, dynamics, and key issues or challenges it faces. What should reviewers know about your library and community in order to understand your proposed project? 3,000 characters left of 3,000

The Montague Public Libraries serve the five villages of Montague, Massachusetts. The main Carnegie Library serves the village of Turners Falls and two branches are located in the villages of Millers Falls and Montague Center, respectively. There are 8,580 residents living in Montague and their backgrounds and socioeconomic status vary greatly.

Though the population of the Montague identifies as 90% white, Turners Falls has a substantial population of non-English speaking farm workers and refugees from Central America. 19% of students enrolled in local schools identify as Black, Latino, or mixed race.

9% of residents live below the poverty line and the median household income is \$65,925. Residents in both Turners Falls and Millers Falls face food insecurity and in 2021 the need for food resources in Millers Falls was so great, the Montague Public Libraries opened a food pantry in the Millers Falls Branch Library.

Franklin County, of which Montague is a part, has had the lowest average wages in the state for almost 25 years. The area was once supported by industry that largely disappeared in the 20th century. Since then, healthcare, education, and human services industries have been the main economic drivers for the region. Broadband is relatively new to the area. Many in Montague do not have access to the internet at home, nor do they have substantial digital literacy.

As noted in a recent regional action plan, the senior population in Franklin County, and especially in Montague, is significant—29% of Montague residents are over the age of 60. This group faces myriad challenges, but benefits from two distinctly Pioneer Valley strengths: “A strong collaborative spirit” and “a robust culture of civic and cultural participation.” It is these strengths that will allow the Montague Libraries to be successful with this grant project, should we be selected.

Primary Audience*

Describe the primary audience for your project. Why did you choose to focus on this audience? How, if at all, do you currently serve this audience? What are your plans for outreach efforts to engage this audience throughout the project? What are your overarching goals for engaging this audience with your project?

The primary audience for this grant is seniors in the community with low vision and/or hearing loss.

The libraries currently serve members of the community with low vision and hearing loss with both collections and services. The Carnegie Library features a robust collection of large print volumes and audiobooks as well as e-books, in which the font can be increased, and e-audiobooks. The library also provides weekly homebound delivery service, which allows those who cannot drive, due to age or illness, with library materials delivered straight to their door.

Though these materials and services are appreciated and used, this audience was identified as a group in need of additional support following the completion of a report by working group, *Montague Mass in Motion*. This group, of which Montague's library director was a participant along with other town department heads and several members of the local senior population, was tasked by the Town of Montague and the Franklin Regional Council of Governance (FRCOG) with identifying age and dementia-friendly priority issues, root causes, strategies, implementation, and resources.

Should this project be awarded, the library director would build on the collaborative relationships developed during the *Mass in Motion* working group to do outreach to the community. Informed by disability advocates' motto, "nothing about us without us," the project would facilitate focus groups, community forums, surveys, and one-on-one conversations with members of the target audience.

The overarching goals for engaging this audience with this project is to make sure that people feel heard, respected, and assured that their feedback will lead to a real change and improvement in services for people like themselves. By engaging with the target audience directly and repeatedly, library staff plan to provide avenues for those with low vision and hearing impairment to more actively engage with and participate in their community, reduce their isolation, and to easily access information about local resources and events.

Please note that while many people of an older age have disabilities, age itself is not a disability. For a definition of disability or examples of what is considered a disability, please visit the project [FAQ page](#).
3,000 characters left of 3,000

Rationale*

What challenge or opportunity does your project seek to address for the primary audience? How was it identified? Describe how you used relevant information from reliable sources to define the need, challenge, or opportunity you seek to address. 3,000 characters left of 3,000

Bottom of Form

The *Montague Mass in Motion's* final report identified numerous issues that are not being sufficiently addressed in town, including:

1. Many seniors suffer from social isolation, which is exacerbated by both visual impairment and/or hearing loss.
2. Many in the community do not know about local resources for those with low vision or hearing impairments and do not know how to access them.
3. The town's websites are underutilized and not user-friendly. The town lacks a communications coordinator.
4. Community programs may be accessible for those who use wheelchairs or walkers, but considerations are often not made for those with hearing impairment who may need listening devices.

Should our project be funded, we intend to address these issues in multiple ways. Because Montague's library director participated in the Mass in Motion initiative, she and the other working group members

have already begun the process of identifying strategies and implementation ideas to begin to solve the issues outlined above.

Project Plan*

Describe your preliminary plan for addressing the challenge or opportunity identified. What activities will you carry out to execute the plan? How has the input of the primary audience influenced this plan? How will the perspectives and input of the primary audience continue to be incorporated throughout the project? How will you share information about the project and its outcomes? Do you have any community partners in mind (existing or new) that you plan to engage in the process? 3,000 characters left of 3,000

The Montague Public Libraries plan to address the issues identified above by the *Mass in Motion* group by:

1. Rebuilding the Libraries' website to comply with ADA standards and best practices. The new design would include embedded options for increasing font size and a screen reader.
2. Develop a user-friendly community resource page, in collaboration with the Council on Aging, that would connect residents and especially those with disabilities with local services and resources. This living document would also be formatted so that it could be easily printed for those who do not have access to a computer at home.
3. Develop a collection of circulating assistive devices for those with low vision and/or hearing impairment, such as screen readers and amplifiers.
4. Develop a collection of non-circulating assistive devices that can be used to make library programs and spaces more accessible and useful for those with hearing loss or limited vision.
5. Develop and implement an accessibility plan, policies, and staff training to support equitable library programming, services, and spaces.

As mentioned above, these solutions would be informed, prioritized, and expanded upon through dialogue with the primary audience. Members of the *Mass in Motion* group, including the director of the Gill/Montague Council on Aging, have already signaled their willingness to help with this initiative, including soliciting participants for future focus groups, forums, and surveys. Press releases and invitations to participate in surveys and public forums will be sent to local newspapers, senior centers, and the local public access television station. The *Mass in Motion* group would be asked for feedback throughout the grant process, progress would be detailed in the library newsletter, and a final report on the project's outcomes would be made available to the public online and in print.

Additionally, Montague's director recently participated in an Access 101 training led by the Program Officer for Cultural Equity & Access Initiatives at the Mass Cultural Council and would reach out to state organizations that focus on supporting those with disabilities, including the Mass Office of Disabilities, the Mass Commission for the Deaf and Hard of Hearing, the Mass Commission for the Blind, and Perkins School for the Blind.

IMPORTANT NOTES

All selected sites will be required to facilitate at least one community conversation with the identified primary audience to discuss accessibility in the community and library in order to collaboratively identify existing resources, needs/gaps, and priorities. Sites will be expected to revise or affirm their preliminary plans based on the outcomes of the conversation.

If you previously received an LTC: Access grant you should discuss how your plan either expands upon the work of your first award or is different from your first project.

Angela Rovatti-Leonard (Project Manager)
Youth Services Librarian, MLIS
Montague Public Libraries
201 Avenue A, Turners Falls, MA 01376
angelarl@montague-ma.gov
413-863-3214 Ext. 2
Wednesday, December 6, 2023

Massachusetts Board of Library Commissioners
Open Grant Program
90 Canal St. Suite 500 - Boston, MA 02114

Grant amount: \$15,000

Dear Massachusetts Board of Library Commissioners,

The Youth Services Librarian of the Montague Public Libraries intends to apply for the LSTA Open Grant Program to address the pressing issue of social isolation and mental health challenges faced by tweens and teens ages 11 to 17 in our community. The proposed project, "Beyond Library Walls - Serving Tweens and Teens," aims to create a comprehensive and innovative approach to tackle the identified problem and empower young individuals through youth support, education, peer-to-peer connections, and opportunities for social emotional learning with a focus on building out-of-school time community supports and third spaces.

Problem Statement: The social isolation and increased screen time experienced by tweens and teens during the pandemic have significantly contributed to a mental health crisis, as evidenced by site survey data from the Communities That Care Coalition and Teen Health Report data. The Western Massachusetts Youth Mental Health Roadmap offers recommendations for the following areas - Social Connection, Social Emotional Learning, SEL - Skills Building, Social Media, Destigmatizing and Normalizing, and Community-Clinical Linkages. This data-driven roadmap will assist The Montague Public Libraries as we strive to play a role in community efforts to support youth. It is imperative that the Montague Libraries collaborate with local organizations to address these challenges in an effort to foster the well-being of our youth and provide them with the necessary tools to navigate the complexities of adolescence. While the Libraries do not currently have a space specifically for tweens and teens, it is our goal to find ways to extend the library by meeting them where they are, including them in the grant process, with surveys and focus groups, and providing opportunities for their voices to be heard.

Proposed Solutions:

1. Youth Support and Education:
 - Implement programs that offer support and education on topics relevant to the struggles faced by teens, such as mental health, relationships, and coping mechanisms.
 - Facilitate mentorship opportunities and counseling services to provide a safe space for teens to express their concerns and seek guidance.
2. Peer-to-Peer Connections:
 - Develop initiatives that encourage peer-to-peer connections, fostering a sense of community and reducing feelings of isolation.
 - Establish platforms for teens to share experiences, ideas, and creative expressions, promoting a supportive network among their peers.
3. Social Connectedness and Social Emotional Learning:
 - Integrate social emotional learning components into programs to enhance teens' emotional intelligence and resilience.
 - Create opportunities for social connectedness through interactive and engaging activities outside of school.

Strategies for Implementation:

1. Expand Outreach:
 - Bring library services directly to tweens and teens by creating spaces where they can gather, socialize, and explore new activities.
 - Co-create program conditions with the involvement of youth in the design and implementation process, ensuring their voices are heard and valued.
2. Expand/Strengthen Collaboration:
 - Strengthen existing collaborations with local organizations serving youth, including the Brick House and Montague Catholic Social Ministries, while forging new relationships with other organizations in the community.
 - Utilize the grant as a catalyst for deeper collaborations and shared resources to provide more holistic support to tweens and teens.
3. Increased Access to Resources:
 - Expand physical and digital collections, focusing on topics that are relevant to teens but ones which they might be too embarrassed to seek out at the library. Create collections that live outside of the library to increase access, based on examples from a presentation at MLA's Conference 2023, "Bridging the Gap: Youth Outreach Through School Library Deposit Collections." For example, a collection of graphic novels could live at the Brick House for tweens and teens to access. A curated list of book titles (with clickable book cover images) that deal with topics

such as sex, drugs, and mental health will be made available online with links to related resources.

- Enhance the mobile makerspace to accommodate the needs and interests of tweens and teens, providing them with opportunities for hands-on exploration and creativity.
- Introduce "Arts on Prescription" programs that leverage artistic expression as a therapeutic outlet for teens.

The Open Grant Program seeks to go "Beyond Library Walls" to address the mental health crisis faced by tweens and teens in the community. By implementing youth-centric programs, fostering collaboration, including tweens and teen voices in the process, and increasing access to resources, the Montague Public Libraries can create a lasting impact on the well-being of our youth.

Sincerely,

Angela Rovatti-Leonard
Youth Services Librarian, MLIS
Montague Public Libraries



The Town Of Montague
34 Greenfield Rd
Montague MA 01351

November 15, 2023

CR# 1001
Rev #1
11/15/2023

Attn: Chelsey Little
Re: Montague CWF Used Generator Installation
RFP#1

Collins Electric is pleased to submit the following Change Order Proposal for the electrical work on the above referenced project.

Change Request Amount	\$	30,331.00
Scope Of Work		25,000

Change from integrated ATS to a stand alone ATS to improve lead times.

Included in Price

- Bond
- Installation of three separate cabinets.
- P&I additional electrical ducts as outlined in the RFP.
- P&I additional XHHW feeders within electrical ducts installed under this RFP.

Not Included in Price

- Sales Tax
- Premium Time

This Proposal is valid for 14 days from the above date.

Collins Electric would like to thank you for the opportunity to quote this project and is looking forward to hearing from you. If you have any questions regarding this proposal please contact our team.

Sincerely,
The Collins Electric Co.

Craig Riddell

Project Manager/Estimator
Office (413) 598-1030
Cell (413) 522-5126

The impact of this proposal includes only those items which can be identified at this time. However, should it be determined at a later date that we are experiencing identifiable cost impacts or time delays outside of our control due to unforeseen conditions, delays, material cost changes, or other causes, we reserve the right to submit those costs and time extensions.

53 Second Avenue, Chicopee, MA 01020
413-592-9221
info@collinselectricco.com

163 Fourth Street, Suite 3, Pittsfield, MA 01201
413-442-0824

AA/EOE

www.CollinsElectricCo.com

Rev 1

			SUBCONTRACTOR'S CHANGE ORDER PROPOSAL (COP) #:		1001
PROJECT NAME:			DATED:	11/15/2023	REV. DATE: 11/15/2023
Montague CWF Used Generator Installation			DESCRIPTION OF CHANGE:		
RELATED SUPPORTING DOCUMENTS:			Change from integrated ATS to a stand alone ATS to improve lead times.		
RFI #:					
Bulletin #					
PR#					
Reference			RFP#1		
SUB-SUBCONTRACTOR MATERIAL AND LABOR (see attached backup)					
ITEM NO.	QTY.	UNIT	NAME OF SUB AND ITEM DESCRIPTION	PRICE EACH	TOTAL
1	1.00			\$ -	\$ -
2	1.00			\$ -	\$ -
					\$ -
SUBCONTRACTOR EQUIPMENT					
ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE EACH	TOTAL
1	0.00			\$0.00	\$ -
2	0.00			\$0.00	\$ -
3	0.00			\$0.00	\$ -
SUBCONTRACTOR EQUIPMENT SUBTOTAL					\$ -
SUBCONTRACTOR MATERIAL					
ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE EACH	TOTAL
1	1.00		See attached Material Breakdown	\$ 11,018.28	\$ 11,018.28
2	1.00			\$ -	\$ -
3	1.00			\$ -	\$ -
SUBCONTRACTOR MATERIAL SUBTOTAL					\$ 11,018.28
SUBCONTRACTOR MATERIAL TAX					N/A \$ -
SUBCONTRACTOR MATERIAL & TAX SUBTOTAL					\$ 11,018.28
SUBCONTRACTOR LABOR					
ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE EACH	TOTAL
1	0.00	1	Electrical General Foreman	\$109.54	\$ -
2	29.64	1	Electrical Foreman	\$104.82	\$ 3,106.86
3	118.54	1	Electrical Journeyman	\$97.92	\$ 11,607.44
4	0.00	1	TeleData Technician	\$97.92	\$ -
5	0.00	1	Electrical General Foreman - Overtime (1-1/2)	\$144.80	\$ -
6	0.00	1	Electrical Foreman - Overtime (1-1/2)	\$142.94	\$ -
7	0.00	1	Electrical Journeyman - Overtime (1-1/2)	\$132.60	\$ -
8	0.00	1	TeleData Technician - Overtime (1-1/2)	\$129.85	\$ -
9	0.00	1	Electrical General Foreman - Double Time	\$182.37	\$ -
10	0.00	1	Electrical Foreman - Double Time	\$178.95	\$ -
11	0.00	1	Electrical Journeyman - Double Time	\$165.35	\$ -
12	0.00	1	TeleData Technician - Double Time	\$162.43	\$ -
13	0.00	1	CAD - Draftsman	\$136.43	\$ -
			Safety - Pre Task Planning, LOTO, etc		
			Layout Time		
	2.37		Material Delivery	\$75.00	\$ 177.75
			Material Ordering		
			As Builts		
			Administration		
			Testing/Reports		
SUBCONTRACTOR LABOR SUBTOTAL					\$ 14,892.05
SUB-SUBCONTRACTOR SUBTOTAL:					\$ -
SUBCONTRACTOR MARKUP OF SUB-SUBCONTRACTOR WORK: 5%					\$ -
SUBCONTRACTOR SELF PERFORMED SUBTOTAL - EQUIPMENT AND MATERIAL:					\$ 11,018.28
SUBCONTRACTOR MATERIAL MARKUP: 15%					\$ 1,652.74
SUBCONTRACTOR SELF PERFORMED SUBTOTAL - LABOR					\$ 14,892.05
SUBCONTRACTOR LABOR MARKUP: 15%					\$ 2,233.81
SUBCONTRACT CHANGE - SUBTOTAL:					\$ 29,796.88
BOND					\$ 533.78
TOTAL OF ALL SUBCONTRACT CHANGE WORK:					\$ 30,330.66
NUMBER OF DAYS REQUESTED FOR CONTRACT EXTENSION: 0					
SUBCONTRACTOR'S NAME:			Collins Electric Co		
SUBCONTRACTOR'S ADDRESS:			53 Second Ave, Chicopee, MA 01020-4697		

Job ID: 23-7356 IFB
Project: Montague_CWF_Gen



CO: COR 1001: Stand Alone ATS

Takeoff

15 Nov 2023 9:37:56

Phase: GENERAL CONDITIONS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
890062	7.00	EA	M		SAFETY	0.0000	0.00	1.0000	7.00
890063	7.00	EA	M		CLEANUP	0.0000	0.00	0.3000	2.10
890064	2.00	EA	M		FOREMAN FIELD REVIEW	0.0000	0.00	1.0000	2.00
890065	2.00	EA	M		AS BUILT DRAWINGS	0.0000	0.00	0.5000	1.00
890066	4.00	EA	M		TESTING	0.0000	0.00	0.1500	0.60
890068	1.00	EA	M		PUNCH LIST	0.0000	0.00	0.5000	0.50
890070	4.00	EA	M		MATERIAL HANDLING	0.0000	0.00	0.2500	1.00
890071	1.00	EA	M		PRE-TASK PLANNING	0.0000	0.00	0.1500	0.15
890072	1.00	EA	M		WEEKLY SAFETY MEETING	0.0000	0.00	1.0000	1.00
890073	6.00	EA	M		DAILY LOG	0.0000	0.00	0.5000	3.00
890074	1.00	EA	M		MATERIAL ORDERING	0.0000	0.00	0.5000	0.50
890075	2.00	EA	M		SITE LOGISTICS AND COORDINATION	0.0000	0.00	0.5000	1.00
890009	1.00		M		SANI-CAN (MONTLY)	103.3860	103.39	0.0000	0.00
890051	3.00		M		ESTIMATING TIME	0.0000	0.00	1.0000	3.00
Phase Totals:							103.39		22.85

Phase: 06 - DISTRIBUTION EQUIPMENT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				LABOR CERDIT FOR 3- SECTION SWITCHBOARD				
170022	1.00	EA	M	1200A	DISTRIBUTION SWITCHBOARD 3-SECTION	0.0000	0.00	-37.4220	-37.42
	1.00				STAND ALONE ATS				
260292	1.00	EA	M	1200/4	AUTO-TRANSFER SW	0.0000	0.00	16.0000	16.00
	1.00				MCB CAB INSTALLATION				
170020	1.00	EA	M	1200A	DISTRIBUTION SWITCHBOARD 1-SECTION	0.0000	0.00	16.0000	16.00
	1.00				MLO CAB INSTALLATION				
170020	1.00	EA	M	1200A	DISTRIBUTION SWITCHBOARD 1-SECTION	0.0000	0.00	16.0000	16.00

Collins Electric Co., Inc.

53 2nd Avenue
Chicopee, MA 01020

Phone: 413-592-9221
Web:

Phase Totals: 0.00 10.58

Phase: 06 - FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
5.00					FEEDERS FROM MCB TO ATS				
70048	504.00	FT	M	350	THHN/THWN CU (STR)	8.3760	4,221.50	0.0380	19.15
70239	126.00	FT	M	4/0	GREEN THHN CU (GRD 1600A)	5.2560	662.26	0.0290	3.65
100580	16.00	EA	M	350	WIRE TERMINATION LBR	0.0000	0.00	0.6500	10.40
100577	4.00	EA	M	4/0	WIRE TERMINATION LBR	0.0000	0.00	0.5000	2.00
5.00					FEEDERS FROM ATS TO 1200AMP MLO SECTION				
70048	504.00	FT	M	350	THHN/THWN CU (STR)	8.3760	4,221.50	0.0380	19.15
70239	126.00	FT	M	4/0	GREEN THHN CU (GRD 1600A)	5.2560	662.26	0.0290	3.65
100580	16.00	EA	M	350	WIRE TERMINATION LBR	0.0000	0.00	0.6500	10.40
100577	4.00	EA	M	4/0	WIRE TERMINATION LBR	0.0000	0.00	0.5000	2.00
161355	100.00	EA	M	18"	WEATHER/UV RATED TIE-WRAP	3.6000	360.00	0.0300	3.00
					Phase Totals:		10,127.52		73.41

Phase: 07 - SITE UTILITIES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
5.00					FROM MCB TO ATS				
TITLE	5.00	EA	M		4-DUCT / NO TRENCHING 3 1/2" PVC	0.0000	0.00	0.0000	0.00
10182	20.00	FT	M	3 1/2	PVC SCH 40 10' LAID IN TRENCH	5.4659	109.32	0.0525	1.05
20223	8.00	EA	M	3 1/2	PVC SCH 40 90-DEG-ELBOW	18.3086	146.47	0.8500	6.80
31411	8.00	EA	M	3 1/2	PVC COUPLING	2.3659	18.93	0.6500	5.20
390098	2.00	EA	M	4 x 2	CARLON SNAP-LOC BASE SPACER	3.1785	6.36	0.2000	0.40
390118	2.00	EA	M	4 x 2	CARLON SNAP-LOC INTERMEDIATE SPACER	2.6602	5.32	0.2000	0.40
4000280	6.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0314	0.19	0.0036	0.02
40043	2.50	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	3.01	0.0120	0.03
31347	8.00	EA	M	3 1/2	PVC END BELLS	5.4659	43.73	0.3500	2.80
500002	2.00	EA	M	5 LB	DUCT SEAL 5 LB	21.5520	43.10	1.0400	2.08
390388	24.00	FT	M		STEEL TIE WIRE	0.4560	10.94	0.0600	1.44
5.00					FROM ATS TO 1200 AMP 3R MLO SECTION				
TITLE	5.00	EA	M		4-DUCT / NO TRENCHING 3 1/2" PVC	0.0000	0.00	0.0000	0.00
10182	20.00	FT	M	3 1/2	PVC SCH 40 10' LAID IN TRENCH	5.4659	109.32	0.0525	1.05
20223	8.00	EA	M	3 1/2	PVC SCH 40 90-DEG-ELBOW	18.3086	146.47	0.8500	6.80
31411	8.00	EA	M	3 1/2	PVC COUPLING	2.3659	18.93	0.6500	5.20
390098	2.00	EA	M	4 x 2	CARLON SNAP-LOC BASE SPACER	3.1785	6.36	0.2000	0.40

Collins Electric Co., Inc.

53 2nd Avenue
Chicopee, MA 01020**Phone:** 413-592-9221**Web:**

Phase: 07 - SITE UTILITIES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
390118	2.00	EA	M	4 x 2	CARLON SNAP-LOC INTERMEDIATE SPACER	2.6602	5.32	0.2000	0.40
4000280	6.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0314	0.19	0.0036	0.02
40043	2.50	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	3.01	0.0120	0.03
31347	8.00	EA	M	3 1/2	PVC END BELLS	5.4659	43.73	0.3500	2.80
500002	2.00	EA	M	5 LB	DUCT SEAL 5 LB	21.5520	43.10	1.0400	2.08
10053	20.00	FT	M	1/2	EMT	0.6325	12.65	0.0450	0.90
390388	24.00	FT	M		STEEL TIE WIRE	0.4560	10.94	0.0600	1.44
Phase Totals:							787.37		41.34
Job Totals:							11,018.28		148.18

Town of Montague

Personnel Status Change Notice

New Hires

Employee # 1979Board Authorizing **Appointment:** Selectboard Meeting Date: 12/04/2023

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 12/04/2023

Authorized Signature: _____

General Information:Full name of employee: Joanne Palhete Department: DPWTitle: Custodian Effective date of hire: December 11, 2023**New Hire:**Permanent: X Y N If temporary, estimated length of service: _____Hours per Week: 12-19 Union: _____**Wages:**

Union: _____

Wages: Grade Step Wage Rate: \$ 20.12 (annual/ hourly)**Notes:**

Joanne will be part time custodian working 12 – 19 hours per week.

Copies to:

____ Employee

____ Department

____ Board of Selectmen

____ Treasurer

____ Accountant

____ Retirement Board

____ Town Clerk

MASTER PURCHASE AGREEMENT MONTAGUE TOWN HALL ANNEX SOLAR PROJECT

This Master Agreement ("Agreement") is made _____ by and between **Alliance Clean Energy, Inc dba ACE Solar** (the "Company") & **The Town of Montague** ("Client"). Company and Client may also be referred to individually as a "party" or collectively as the "parties."

- 1) Purpose and Scope. This Agreement is a master agreement between the Company and Client for the design and installation of a rooftop photovoltaic solar system (the "PV Solar System"), as outlined in this Agreement including Schedule A: Scope of Work, attached hereto (the "Work") and consistent with ACE Solar's response to a Request for Proposals issued 7/19/2023, on Client's property located at **One Avenue A, Turners Falls, MA 01376** (the "Property"). This Agreement and all related schedules, exhibits or attachments govern all services performed by the Company for Client. The Company agrees that Client makes no representations or warranties concerning the condition of the Property.
- 2) Compensation. Client shall compensate the Company (the "Payments") according to Schedule B: Price and Payment Schedule, attached hereto, and any future amendments thereto. Client shall pay all invoices in accordance with Schedule B: Price and Payment Schedule. Company shall pay prevailing wages for labor in accordance with the Massachusetts wage rates attached as Appendix F (incorporated herein by reference) attached to the Request for Proposals and shall comply with all applicable provisions of G.L. c.149, § 27 et seq., concerning payment of prevailing wages.
- 3) Responsibilities of the Company. The Company shall furnish any and all materials, labor, expertise, and supervision necessary for the performance and timely completion of the Work as outlined in Schedule A: Scope of Work and this Agreement. The Company shall at all times act in good faith and reasonably cooperate with the Owner and its representatives. The Company shall design the PV Solar System in accordance with prudent engineering practices; the standard of care implied by law in Massachusetts for design engineers; and in a manner such that the PV Solar System, as installed, (i) will qualify for Net Metering (220 CMR 18) or Alternative On-Bill Credits (225 CMR 20), and (ii) will not cause the maximum design load of the rooftop to be exceeded, taking into consideration all known live and dead loads. The Company shall undertake an engineering study as set forth in Schedule A. In addition, the Company shall install the PV Solar System in a good, safe and workmanlike manner, and shall perform all Work with reasonable care and diligence, and in accordance with a schedule to be agreed-upon by the parties in advance of installation, all applicable laws and regulations, and any and all roof warranties, which Client shall provide to the Company upon request and in advance of installation. For materials incorporated into the PV Solar System, the Company shall only use materials that are new, defect-free and of recent manufacture. It shall exercise all reasonable efforts to minimize interference with the Owner's governmental activities at the Property and with access to the Property by Owner and the general public. The Company shall furnish, for Client's review and approval (not to be unreasonably withheld or delayed), the design documents for the PV Solar System when such documents are at the level sufficient for application of a building permit, and meet with representatives of Client to agree upon the final layout of the PV Solar System. The design documents shall be deemed approved if Client does not provide written objections or comments within 10 business days of receipt of same, provided that any approval or lack thereof shall not relieve Company of its obligation to perform the Work in accordance with the provisions of this Agreement. For avoidance of doubt, the foregoing right of Client to review and approve the design documents is in addition to local regulatory and permitting processes. The Company shall promptly, with or without notice from Client, repair any and all damages to the Property caused by acts or omissions of Company and its agents, and repair any and all deficiencies in the Work, whether discovered before or after payments are made by Client to Company for the Work.
- 4) Responsibilities of Client. Client shall make the Payments according to Schedule B and at all times act in good faith. Client hereby covenants and agrees that Client shall reasonably cooperate with the Company and its representatives, including structural or environmental engineers, to permit them to carry out the Work,

including providing reasonable access to the Property. Upon request, Client shall furnish to Company such written roof warranties in Client's possession.

- 5) Permits and Approvals. The Company will obtain the necessary building and electrical permits. Local permit fees will be waived by the Town. This Agreement is contingent upon successful attainment of all necessary permits and approvals from all applicable jurisdictions (city, county, or state), and any and all approvals and consents from the local utility. The Client is responsible for any planning and/or zoning or other changes/approvals required by the local authority, in connection with which the Company shall provide reasonable assistance and cooperation. The Company shall, with the assistance and cooperation of Client, obtain all approvals and consents required from the local electric utility, provided that, except as may otherwise be expressly stated in this Agreement, Client shall pay for such approvals and consents. The Company and Client shall reasonably cooperate in procuring any and all other approvals and consents required for the PV Solar System. If, upon receipt of a written notice to proceed with the Work following completion of the engineering study (see Schedule A), the Company is unable, through no fault of its own, to commence Work within 30 of the start date set forth in such notice due solely to permitting delays, this Agreement may be terminated by the Company upon written notice to Client, and thereupon the Company will refund to Client any deposit received less any payment due for the engineering study.
- 6) Acceptance of Interconnect Application. This Agreement is contingent upon the local utility's acceptance of the Interconnect Application (for Net Metering or Alternative On-Bill Credits). If, through no fault of the Company, the Interconnect Application is not accepted by the local utility and/or the PV Solar System is not eligible for Net Metering or Alternative On-Bill Credits, the Company shall not perform any Work (other than the engineering study), and this Agreement shall be null and void, and thereupon the Company will refund to Client any deposits received for Work not performed. In addition, if the local utility requires system upgrades or studies for which Client determines, in its sole discretion, that it does not have available funds to pay, Client may terminate this Agreement without liability (other than payment for the engineering study) and receive a refund of deposits paid for Work not performed. The Company shall provide written notice to Client of any such ineligibility promptly and before commencing any Work (other than the engineering study).
- 7) Warranties. The Company warrants, for a period of 10 years after the date the local utility authorizes Client to commence operations of the PV Solar System, that the Work performed and the PV Solar System shall be free of defects in, and from installation of, the PV Solar System. The Company shall promptly resolve any system-related problems caused by improper installation for said period of 10 years at the Company's sole expense. This warranty is expressly in lieu of any other warranty, express or implied, including, but not limited to, merchantability or fitness for a particular purpose. It is understood that Client accepts and agrees to comply with the terms of this warranty. This warranty shall not apply to any damage caused to the PV Solar System due to misuse, maintenance neglect, abuse, vandalism, abnormal operation, or weather-related damages. Further this warranty does not apply to any ancillary work relative to any roofing replacement or repair. The following material warranties are provided by the applicable manufacturers, and the Company shall provide the manufacturers' written warranty information to Client before completion of installation of the PV Solar System.

Photovoltaic Modules. The photovoltaic modules installed by the Company are warranted by the module manufacturer. The Company shall provide a copy of the manufacturer warranty to Client. The Company hereby disclaims any and all liabilities and warranties relating to the modules except those provided in Section 7.

Inverter(s). The inverter(s) installed by the Company are warranted by the manufacturer. The Company shall provide a copy of the manufacturer warranty to Client. The Company disclaims any and all liabilities and warranties relating to the inverters except those provided in Section 7.

- 8) Delay by Client. If after the Company has delivered substantially all materials necessary for the Work to the Property ("Delivery of Materials"), a Client Delay (as defined below) of more than 30 consecutive days occurs, the Company reserves the right to invoice Client for the Final Payment for such materials (as set forth in Schedule B: Price and Payment Schedule, and all amendments thereto), and any deadlines hereunder shall be adjusted on a day-for-day basis. A Client Delay includes, but is not limited to the following:
- (i) Client's request to delay or reschedule the Work;
 - (ii) Client's repeated lack of responsiveness or repeated failure to communicate with the Company upon request by the Company at any point after signing this Agreement; and
 - (iii) Client's repeated delay or failure to correct a flaw on the Property that is necessary to be corrected for the Company to complete the Work or for the Work to pass Inspection (as defined below); and
- 9) Completion of Work. The Work is deemed complete when the PV Solar System has been fully installed, the Company passes the final electrical inspection (the "Inspection") of the PV Solar System, and the local utility authorizes Client to commence operations of the PV Solar System.
- 10) Start Date of Installation. Start date of installation refers to the date to be set forth in a written notice to proceed by Client (following completion of the engineering study and the local utility's acceptance of the Interconnect Application), on which date the Company is required to begin installation of the PV Solar System, including site preparation. Unless otherwise agreed in writing by the parties, the Company shall achieve completion of the Work in accordance with paragraph 9, above, within 180 days after the start of installation. The parties agree that time is of the essence.
- 11) Notices. All notices, requests, statements, invoices and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or by U.S. mail to each other party as follows:
- | | |
|--|--|
| <p>Company:</p> <p>Alliance Clean Energy, Inc.
16 High St, Suite 300
North Andover, MA 01845
mark@myacesolar.com
FED ID 82-2812136</p> | <p>Client:</p> <p>Town of Montague
One Avenue A
Turner Falls, MA 01376
assistant.townadmin@montague-ma.gov</p> |
|--|--|
- 12) Client Consent for Inclusion in the Company's Marketing Materials. The Client gives the Company permission take and display images of the System as installed to show to other customers or display on our website.
- 13) Solar Credits, Etc. The Client will own and be entitled to receive any and all characteristics, environmental attributes, governmental incentives, tax incentives, tax credits, non-governmental incentives, net metering credits, alternative on-bill credits, renewable/solar renewable energy certificates, renewable/solar renewable energy credits, and any and all other tangible and intangible assets, benefits, commodities and products generated by or otherwise associated with the PV Solar System, including but not limited to those associated with the installation or operation of the PV Solar System, and with the capacity of the PV Solar System. The Company shall reasonably assist and reasonably cooperate with the Client in securing all such characteristics, attributes, incentives, credits, certificates, assets and products, and in establishing the necessary accounts for the same. Such reasonable assistance and cooperation shall include but not be limited to the Company's assistance in the preparation and filing, with the assistance and cooperation of Client, of applications for governmental incentives and credits, and of Schedules Z or similar forms for receipt of net metering/alternative on-bill credits.

- 14) No Representation or Warranty of Availability of any Tax Credit, Deduction or Rebate. Notwithstanding anything herein to the contrary other than paragraph 3 concerning the design of the PV Solar System, the Company makes no representation or warranty as to the Client's eligibility for receipt of any tax benefit, credit, deduction or rebate from any governmental agency or offset against any federal, state or local tax or charge based on the PV Solar System or completion of the Work. Nothing in this Agreement shall constitute legal or tax advice to Client. Client should consult Client's legal counsel, accountant and other advisors as to legal, tax, business, financial and related aspects of the Work and Client's purchase of the PV Solar System.
- 15) Amendments and Change Orders. Any and all amendments and change orders to this Agreement, schedules, exhibits or attachments must be in writing and signed by the Company and Client. If any subsequent amendment or modification of law, rules or regulations materially alters a party's obligations hereunder to its detriment, the parties will negotiate in good faith a mutually-acceptable amendment of the affected obligations.
- 16) Assignment. This Agreement is not assignable by the Company or Client without the prior written consent of the other party. Nor shall the Company subcontract any of the Work to entities not identified in its proposal submitted in response to the Request for Proposals, without the express written consent of Client.
- 17) Governing Law. This Agreement shall be interpreted and governed under the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles). Any litigation arising hereunder shall be brought solely and exclusively in the state or federal courts sitting in Franklin County, Massachusetts, each party hereby assenting to jurisdiction of such courts and waiving any objections to forum or venue.
- 18) Relationship of the Parties. This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures, and Client shall have no power to obligate or bind the Company in any manner whatsoever, nor shall the Company have the power to bind Client in any manner whatsoever. There are no intended third party beneficiaries under this Agreement.
- 19) Injunctive Relief; Other Remedies. The parties hereto may seek injunctive relief from the courts if necessary. In the event of non-payment, the Company may pursue any and all remedies to enforce payment of the obligations created hereunder.
- 20) Waiver. The waiver by either party hereto of a breach of a provision of this Agreement must, to be effective, be unequivocal and in writing, and even then, shall not operate or be construed to as a waiver of any other breach, whether of the same or of a different nature.
- 21) Severability. The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.
- 22) Counsel. The parties hereby expressly acknowledge that each Party has been given the opportunity to consult with separate legal counsel for advice on this matter.
- 23) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- 24) Force Majeure. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, storms, lightning and earthquakes, or sabotage or destruction of the Work by a third party (for whom the affected party is not responsible), or a strike, walkout, lockout or other significant labor dispute not involving employees of the affected party, or a

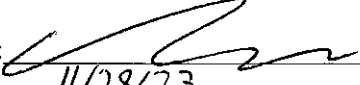
global or nation-wide shortage in the supply of photovoltaic solar panels, or other causes beyond the affected party's reasonable control.

- 25) Headings. The headings of the sections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included herein.
- 26) Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby.
- 27) Binding Authority. Each party represents and warrants that the persons executing this Agreement on its behalf has full right and authority to execute this instrument on behalf of such party, as the case may be, and to bind such party to the fulfillment of all of the provisions hereof.
- 28) Succession. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.
- 29) Cancellation/Termination. Client may cancel this contract without any liability at any time prior to midnight of the third business day after the date you sign this contract by notifying the Company in writing. In addition to the foregoing and to such other rights of termination set forth in this Agreement (including Schedule A), either party may terminate this Agreement upon 30 days' written notice if the other party materially breaches this Agreement, unless the breaching party cures the breach within such 30-day notice period.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives on the dates set forth below.

Alliance Clean Energy, Inc.

By: Eric McLean

Signature: 
Date: 11/28/23

Client

By:

Signature: _____
Date: _____

SCHEDULE A: SCOPE OF WORK

The provisions of this Schedule A are in addition to and not in limitation of the foregoing provisions of this Agreement.

The Company shall design and install the PV Solar System according to the following specifications:

System Size	75.66 kW DC PV System
Modules:	(156) 485 W PV Modules
Inverters:	(1) SolarEdge SE50KUS Inverter 50kW AC
Data Acquisition System:	SolarEdge
Mounting System:	PanelClaw clawFR 5° Solar Mounted Flat Roof Racking System
Prevailing Wage:	Issue Date: 07/07/2023 Wage Request Number: 20230706-0871

**system components subject to change based on market availability and final system design, only equal components will be used.*

1. SCOPE OF WORK.

Engineering Study. Contractor shall undertake an engineering study using a Massachusetts licensed professional engineer and will provide the Town with a written report with the following information:

- (a) guaranteed annual electricity output (kWh/year) by the PV Solar System;
- (b) estimated actual annual electricity output of the PV Solar System;
- (c) annual system degradation factors used to determine the foregoing estimated annual electricity output;
- (d) the model or method used to calculate the annual energy values in (a), (b) and (c) including the weather files used (e.g., TMY2);
- (e) the purchase price of the system;
- (f) the expected simple value and 20-year net present value of the system;
- (g) A written structural evaluation of each roof by a professional engineer, including an engineering opinion that the PV Solar System, as designed, will not cause the maximum design load of the roof to be exceeded, taking into consideration all known live and dead loads.
- (h) evaluate existing electrical system and identifying any potential issues
- (i) load calculation of proposed battery system

This engineering study is to be provided to Client upon first payment of \$1,929.31. Contractor shall not proceed with the remaining Work, below, unless and until it has received a written notice to proceed with such Work. Notwithstanding anything to the contrary in the Agreement, the Town may, in its sole discretion, elect not to proceed with the Work and may, in such event, terminate the Agreement after completion of the engineering study without any liability other than payment for the engineering study.

Work. In addition to the other provisions in this Agreement, following completion of the foregoing engineering study and upon receipt of a written notice to proceed, Contractor shall (a) procure, provide, and pay for, in each case on a turnkey basis to the Client, all professional design and engineering services, equipment procurement, supervision, labor, materials, interconnection equipment, tools, machinery, utilities, transportation, and procurement of the Permits,

and other facilities, items and services, in each case necessary to complete the Work in accordance with this Agreement, including the Project Schedule, and (b) supervise, complete and direct the Work in accordance with this Agreement, Interconnection Agreement, applicable codes, Permits (including the conditions to be satisfied in order to obtain and maintain such Permits) and Applicable Laws (including by performing quality control checks on all aspects of the Work, inspecting all materials and equipment incorporated therein or used in the performance thereof, and rejecting items determined not to be in compliance with the requirements of this Agreement).

Design. Company shall perform engineering and design services, using qualified and duly licensed architects, engineers and other professionals selected and paid for by Company, as necessary to prepare the Design Submittal. Designs, plans and drawings shall be based upon the Preliminary Design approved in writing by Client and shall be submitted to the Client's Representative for approval or comment by Client, in conformity with the Project Schedule.

Project Schedule. The Work shall proceed in conformity with an agreed upon Project Schedule.

2. INDEMNITY.

Company (the "Indemnifying Party") shall defend, indemnify and hold harmless Client, its Affiliates and its and their officers, directors, members, managers, partners, trustees, employees and agents ("Indemnitees") from and against any and all claims, demands, damages, losses, fees, expenses, liabilities and penalties, including costs and expenses, including reasonable attorneys' fees, arising from personal injury (including death) or property (real and personal) damage claims, to the extent arising from the Indemnifying Party's acts or omissions (or those of its subcontractors, employees, representatives or agents) in its performance or non-performance under this Agreement, except to the extent such claims, demands, damages, losses, fees, expenses, liabilities and penalties arise out of the negligence, recklessness or willful or intentional conduct of the Indemnitees or any of their employees, representatives, agents or any person claiming by or through any of the foregoing.

3. INSURANCE.

3.1 Company shall procure and maintain the following insurance at its own expense until completion and acceptance of performance hereunder, and thereafter to the extent stated below, with policy limits not less than the monetary limits specified. The insurance shall be in policy forms which contain an "occurrence" and not a "claims made" determinant of coverage and shall be placed with insurance companies acceptable to the Client, with AM Best ratings of A-VII or better, and authorized to do business in the Commonwealth of Massachusetts. Prior to commencing work at the Site, Company shall furnish the Client with Certificate(s) of Insurance covering all required insurance and signed by the insurer or its authorized representative certifying that the required insurance has been obtained and will not be canceled without notice to the Client.

See Appendix D attached to the Request for Proposals, which is incorporated herein by reference.

3.2 The Contractor shall, upon receipt of written notice to proceed with the Work (after completion of the engineering study) but before commencing the Work, provide the Town with 100% payment and performance bonds from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570.

4. SITE DESCRIPTION AND ADDRESS:

Site Address: One Avenue A, Turner Falls, MA 01376

Host: The Town of Montague

The Site is: The rooftop of the building at the Site address, above (including also other areas at the Site address, above, reasonably required to deliver, install, operate, maintain, repair and remove the System).

5. SYSTEM DESCRIPTION (THE “SYSTEM”)

5.1 This grid connected photovoltaic (solar) power system (System) shall be comprised of qty (185) 485-watt PV modules yielding an overall direct current (DC) nameplate rating for the power system of **75.66** kilowatts DC at Standard Test Conditions. The modules will be deployed on the roof of the building located at One Avenue A, Turner Falls, MA (Site) using a solar racking system. The System shall also be comprised of SolarEdge solar inverters and associated DC and AC disconnect and overcurrent devices. Electrical circuits going to the inverter will be run in cable tray and routed down the side of the building. The electrical output of the System will be connected to the line side of the Site’s existing Client owned switchgear.

5.2 The System will be designed according to drawings and specifications included on the “Issued for Construction” design set, subject to Client’s review and approval as set forth in the other provisions of the Agreement.

SCHEDULE B: PRICING

TOTAL PRICE: \$192,930.52

THE CONTRACT PRICE EXCLUDES:

- (a) Any work or equipment required by the Local Electric Utility in any Interconnection Agreement not included in the Work, or any upgrades or work required on the utility side of the Point of Common Coupling.
- (b) Electrical or structural upgrades required that are in addition to the Work.
- (c) Additional permitting beyond building & electrical
- (d) Payment to Utility for work or study to be conducted by them
- (e) Procurement of any medium voltage equipment (switchgear, transformers, etc.)
- (f) Builder's risk insurance (unless included/required in Appendix D to the Request for Proposals)
- (g) Extended manufacturer's warranties
- (h) Taxes

PAYMENT SCHEDULE

Pmt. No.	Events		
1	Engineering Study	1%	\$1,929.31
2	Deposit	20%	\$38,586.10
3	All Equipment Delivered to Property	30%	\$57,879.16
4	Construction Complete	35%	\$67,525.68
5	Interconnect	14%	\$27,010.27
	Total	100%	\$192,930.52

Construction Completion - Completed installation of the PV Solar System, including all racking, modules, inverters and ancillary equipment

Interconnection – System has received Permission to Operate from the utility

Date of Annual Report Preparation: 11/28/2023 1:09:53PM

Prepared by: Walter Ramsey

Title of Preparer: Assistant Town Administrator

Green Community Information

Municipality: Montague

Baseline Fiscal Year: 2008

Criterion 1: As-of-Right Siting

Criterion 1 is met by a municipality passing zoning in designated locations for the as-of-right siting of renewable or alternative energy generating facilities, research and development facilities, or manufacturing facilities.

Type of as-of-right siting approval received: Research & Development, Manufacturing

Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation? No

Criterion 2: Expedited Permitting

Criterion 2 is met by a municipality adopting an expedited permitting process of one year at most, under which facilities interested in locating their facility in a designated renewable zone may be sited within the municipality.

Type of expedited permitting approval received: 43D

Clean Energy Project Permitting

This table shows any changes made in FY2023 to clean energy projects on record that have been accepted for approval under the zoning for which the community received Green Community Designation.

Name	Type	Description	Status	Decision Date
{none}				

Criterion 3: Energy Use Baseline & Energy Use Reduction Plan

To demonstrate compliance with Criterion 3, municipalities must:

- Establish an energy use baseline inventory for municipal buildings and facilities (which can include schools, water, wastewater treatment plants and pumping stations, and open space), street and traffic lighting, and vehicles; and
- Adopt an Energy Reduction Plan (ERP) demonstrating a reduction of 20 percent of energy use after five years of implementation.

Community Baseline Year: FY2008

Energy Reduction Progress

Category	Baseline (FY2008)	FY2021	FY2022	FY2023
NULL	2,806	3,958	3,799	3,574
Use (MMBTU)		41.03%	35.36%	27.34%
%Diff from Baseline				
Building	13,427	691	711	681
Use (MMBTU)		-94.85%	-94.71%	-94.93%
%Diff from Baseline				
Street/Traffic Lights	16	16	16	13
Use (MMBTU)		-1.93%	0.08%	-19.60%
%Diff from Baseline				
Vehicle	5,179			3,026
Use (MMBTU)				-41.58%
%Diff from Baseline				
Water/Sewer	292	245	265	247
Use (MMBTU)		-15.94%	-9.32%	-15.35%
%Diff from Baseline				
Adjustments				
Building Stock Changes	0	0	0	0
Regional School Districts				
Totals	21,720	4,910	4,790	7,540
% Diff from Baseline		-77.4%	-77.9%	-65.3%

Energy Conservation Measures (ECMs)

Changes made to the community's ECM record for FY2023

Location	ECM Name	Status	Start Date	End Date
Montague Gill-Montague Regional School District	Energy Conservation Workshops	Planned	6/1/2022	
Police Department Police Vehicles	Miser Controls	Complete	1/20/2020	9/1/2022

Top 5 Buildings per Energy Use

In FY2023, municipal operations used 7,540 MMBtu of energy. The five buildings below accounted for 10% of the community's overall energy use.

Building Name	Energy Consumption MMBtu (% of overall energy use)
1. Town Hall	382 (5%)

Building Name	Energy Consumption MMBtu (% of overall energy use)
2. Senior Center	178 (2%)
3. Carnegie Public	97 (1%)
4. Recycling Center	56 (1%)
5. Montague Center Library	52 (1%)

Top 5 Buildings per Emissions

In FY2023, there were 535 MTCO2e emitted from municipal operations. The five buildings below accounted for 10% of the community's overall emissions.

Building Name	Emissions MTCO2e (% of overall emissions)
1. Town Hall	27 (5%)
2. Senior Center	10 (2%)
3. Carnegie Public	7 (1%)
4. Recycling Center	4 (1%)
5. Montague Center Library	4 (1%)

Top 5 Buildings per Energy Use Intensity (EUI)

Energy Use Intensity (EUI) is calculated by dividing the total energy consumed by the building in a year by the building's square footage. EUI is a measure of a building's energy efficiency – like miles per gallon for cars – and can be a good indicator of buildings needing efficiency upgrades.

Building Name	Size (Square Feet)	Energy Consumption MMBtu	EUI (kBtu per ft ²)
1. Recycling Center	1,200	56	47
2. Carnegie Public	2,700	97	36
3. Senior Center	5,074	178	35
4. Millers Falls Library	1,320	40	30
5. Town Hall	13,000	382	29

Energy Narrative:

This is Montague's first year using MEI, so it will be difficult to get the data to line up with the baseline. Town hall has expanded with a new meeting room and offices in the basement, both served by Mini-splits which account for the increase in energy use.

Criterion 4: Fuel Efficient Vehicles

Fleet Changes for FY2023

Criterion 4 requires all departments within a Green Community to purchase fuel-efficient vehicles for municipal use, whenever such vehicles are commercially available and practicable.

Status	Model Year	Make	Model	Trim
Added +		Trailer		
Added +		Trailer		
Added +	2001	Ford	E-Series	E-450 SD
Added +	2022	Ford	Explorer Hybrid	Police Interceptor Utility

Status	Model Year	Make	Model	Trim
Added +	2022	Ford	F-250 Super Duty	
Added +	2022	Kenworth	T480	

Has the municipality transferred any vehicles from one department to another? **No**

Criterion 5: Stretch Code Adoption

Criterion 5 requires that municipalities minimize the life-cycle cost of all newly constructed homes and buildings. DOER recommends communities do this by adopting the Stretch Code (225 CMR 22 and 23).

Is Stretch Code still in effect? **Yes**

Has the community adopted the Specialized Opt-in Stretch Code? **No**

How many occupancy permits were issued for new commercial construction over 100,000 sq.ft.? **0**

Stretch Code Narrative:

Nothing new to report.

Other Notes

Additional Measures Narrative:

none. Municipally owned 45 Kw Solar array budgeted and planned for installation in FY24 at Montague Town Hall.

Renewable Energy Narrative:

85% of municipal electricity is supported by a net metering agreement for a 5MW third-party owned solar facility on the municipal landfill.

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

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

Print Name

Title

Signature











Date



Town of Montague FY2025 Budget Review Process

Selectboard Office Budget Package

December 4, 2023

-  [113 Town Meeting Budget Draft_12.04.23.pdf](#)
-  [122 Selectboard Budget Draft_12.04.23.pdf](#)
-  [151 Town Counsel Budget Draft_12.04.23.pdf](#)
-  [155 IT Budget Draft_12.04.23.pdf](#)
-  [159 Shared Services Budget Draft_12.04.23.pdf](#)
-  [197 Farmers' Market Budget Draft_12.04.23.pdf](#)
-  [228 Colle Building Budget Draft_12.04.23.pdf](#)
-  [543 Veterans' Services Budget Draft_12.04.23.pdf](#)
-  [840 Intergovernmental Budget Draft_12.04.23.pdf](#)
-  [946 Insurance Budget Draft_12.04.23.pdf](#)

Change	200	6.71%
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Totals	2,980	3,180	200	6.71%
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	Budget	Actual	Budget	Expended	FY25	FY25	FY25
EXPENDITURES	FY23	FY23	FY24	thru	Level	SB	Fin Comm
				12/31/2023	Services	Recommend	Recommend
					Request		
5111 Wages Full Time	256,358	243,622.80	272,934		282,430		
5113 Wages Part Time	23,829	12,715.56	25,774		21,151		
5115 Chair, Selectmen	2,355	2,355.00	2,355		2,640		
5115 2nd Member	2,140	2,140.00	2,140		2,400		
5115 3rd Member	2,140	2,140.00	2,140		2,400		
5124 P/T Temp Wages		192.38					
5144 Longevity	1,700	1,100.00	1,900		2,300		
5145 Cell Phone Stipend	938	825.11	938		938		
TOTAL PERSONAL SERVICES	289,460	265,090.85	308,181	-	314,259	-	-
5314 Seminars	2,000	585.00	2,000		2,000		
5315 Other Prof/Tech/Minutes	7,200	5,907.18	8,000		8,000		
5344 Postage	300	36.54	300		300		
5345 Advertising	1,050	1,188.63	1,200		1,300		
5420 Office Supplies	4,500	5,203.41	4,500		5,500		
5450 Streetscape Maintenance	500	500.00	500		500		
5581 Subscriptions/Books	200	1,041.95	600		1,000		
5582 Food/Events	300	289.13	300		300		
5590 Equipment < \$5K	3,000	1,930.27	500		500		
5710 Travel	2,500	462.38	2,000		2,000		
5730 Dues & Memberships	2,500	2,402.00	2,500		2,500		
TOTAL EXPENSES	24,050	19,546.49	22,400	-	23,900	24,050	-
TOTAL BOARD OF SELECTMEN	313,510	284,637.34	330,581	-	338,159	338,159	338,159
Change					7,578	2.29%	

SELECTBOARD

DEPT #122

Date of Hire	Title	Grade/Step 7/1/2024	Hourly Rate	Hrs	Total Annual
11/28/2016	Town Administrator	J10			127,339.00
6/14/2010	Asst Town Administrator	I3			98,828.00
10/14/1997	Executive Assistant FT	E10	30.77	1,828.50	56,262.95
9/20/2023	Selectboard AA 20 hrs	B2	20.24	1,045.00	21,150.80

Years Service	
FY25	Longevity
8	300
15	900
27	1,100

EXPENDITURES	Budget FY24	Request FY25	\$ Change	% Change	Explanation
5111 Wages Full Time	272,934	282,430	9,496	3.48%	
5113 Wages Part Time	25,774	21,151	(4,623)	-17.94%	Reflects cost of current staff
5115 Chair, Selectmen	2,355	2,640	285	12.10%	FinCom stipend recommendations
5115 2nd Member	2,140	2,400	260	12.15%	FinCom stipend recommendations
5115 3rd Member	2,140	2,400	260	12.15%	FinCom stipend recommendations
5124 Part Time Temp Wages	-	-	-		
5144 Longevity	1,900	2,300	400	21.05%	Exempt staff now eligible
5145 Cell Phone Stipend	938	938	-		
5314 Seminars	2,000	2,000	-		
5315 Other Prof/Tech/Minutes	8,000	8,000	-		
5344 Postage	300	300	-		
5345 Advertising	1,200	1,300	100	8.33%	Reflects increased costs
5420 Office Supplies	4,500	5,500	1,000	22.22%	Reflects increased costs
5450 Streetscape Maintenance	500	500	-		
5581 Subscriptions/Books	600	1,000	400	66.67%	Recorder, Statehouse News, SurveyMonkey
5582 Food/Events	300	300	-		
5590 Equipment < \$5K	500	500	-		
5710 Travel	2,000	2,000	-		
5730 Dues & Memberships	2,500	2,500	-		

Totals	330,581	338,159	7,578	2.29%
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EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5301	Labor Negotiations	20,000	13,093.50	20,000		25,000		
5302	General Legal	55,000	50,552.92	55,000		55,000		
5304	FERC Relicensing		2,500.00	5,000		5,000		
5303	Counsel - Pipeline Legal Exp							
	TOTAL EXPENSES	75,000	66,146.42	80,000	-	85,000		
	TOTAL TOWN COUNSEL	75,000	66,146.42	80,000	-	85,000	85,000	85,000

Change 5,000 6.25%

EXPENDITURES		Budget FY24	Request FY25	\$ Change	% Change	Explanation
5301	Labor Negotiations	20,000	25,000	5,000	25.00%	labor negotiations for FY26-28 contracts
5301	General Legal	55,000	55,000	-		
5301	FERC Relicensing	5,000	5,000	-		

Totals 80,000 85,000 5,000 6.25%

EXPENDITURES		Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5100	IT Administrator Stipend	2,100.00	2,100		2,352		
5124	PT Temp						
	TOTAL WAGES	2,100.00	2,100	-	2,352		
5247	IT Consultant	32,955.90	34,000		45,000		
5341	Comcast/Crocker DSL Line	2,998.61	3,000		3,000		
NEW	Cyber Security				2,400		
5346	Anti-Virus (prev Sp Art)see note (ESET - 3 Yr)		1,100				
NEW	Web Registration and Hosting				2,100		
5347	Domain Hosting (dot.gov)		600				
5348	Website Hosting/Maintenance (WebWorks)	980.00	800				
5349	Website Address Reg/Sec Cert (GoDaddy 2 Yr)		600				
NEW	Software Licenses				17,800		
5350	Zoom Licenses	2,253.16	2,800				
5351	Office 365 Licenses	7,813.29	9,000				
5352	Docusign	3,302.22	3,500				
5353	Email Licenses		1,000				
5354	Adobe Acrobat	815.52					
5355	Acronis Cyber Protection	1,300.00					
5580	Miscellaneous Expenses	3,577.62	3,000		3,000		
5590	Equipment <\$5K	15,451.60	19,000		16,600		
	TOTAL EXPENSES	71,447.92	78,400	-	89,900		-
	TOTAL	73,547.92	80,500	-	92,252	92,252	92,252
				Change	11,752	14.60%	

EXPENDITURES		Request FY25	\$ Change	% Change	Explanation
5100	IT Administrator Stipend	2,352	252	12.00%	As per FinCom recommendation
5247	IT Consultant	45,000	11,000	32.35%	Quoted cost for renewal - level services
5341	Comcast/Crocker DSL Line	3,000	-		
	Cyber Security				
5346	Anti-Virus (prev Sp Art)see note (ESET - 3 Y	1,100	-		
	Web Registration & Hosting		-		
5347	Domain Hosting (dot.gov)	600	-		
5348	Website Hosting/Maintenance (WebWorks)	900	100	12.50%	reflects actual cost increase
5349	Website Address Reg/Sec Cert (GoDaddy 2	600	-		
	Software Licenses				
5350	Zoom Licenses	2,800	-		
5351	Office 365 Licenses	9,000	-		
5352	Docusign	3,500	-		
5353	Email Licenses	1,000	-		
5354	Adobe Acrobat	1,500	1,500		Cost attributed to different line in FY24
5355	Acronis Cyber Protection	1,300	1,300		
5580	Miscellaneous Expenses	3,000	-		
5590	Equipment <\$5K	16,600	(2,400)	-12.63%	

EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5249	Copier/Duplicator Lease	4,400	4,131.70	4,400		5,000		
5304	Annual Audit	34,000	31,000.00	40,000				
5305	Printing Annual Report	100						
5306	GASB 45	3,800	1,490.00	3,800				
5307	Continuing Disclosure Fee (Debt)	2,000	2,000.00	2,250				
NEW	Common Monthly Shredding Service					720		
5310	Citizen Serve Annual Fees FY20-Dept	6,000	6,000.00	6,000				
5340	Shared Telephone Exp	15,000	11,845.61	15,000				
5344	Postage Meter Rental	4,500	4,777.17	4,578				
5350	Code Red - Price Locked Forever	6,559	6,609.00	6,559		6,609		
5420	Shared Paper	1,600	1,029.43	3,200		2,500		
5580	Copier/Duplicator Supplies	120		120		120		
	TOTAL EXPENSES	78,079	68,882.91	85,907	-	14,949		14,949
	TOTAL	78,079	68,882.91	85,907	-	14,949	14,949	14,949
Change						(70,958)	-82.60%	

SHARED COSTS

DEPT #159

EXPENDITURES		Budget FY24	Request FY25	\$ Change	% Change	Explanation
5249	Copier/Duplicator Lease	4,400	5,000	600	13.64%	
5304	Annual Audit (FY17 expected at 28K)	40,000	-	(40,000)	-100.00%	
5305	Printing Annual Report	-	-	-		
5306	GASB 45	3,800	-	(3,800)	-100.00%	
5307	Continuing Disclosure Fee (Debt)	2,250	-	(2,250)	-100.00%	
5310	Citizen Serve Annual Fees (Permits)	6,000	-	(6,000)	-100.00%	
5340	Shared Telephone Exp	15,000	-	(15,000)	-100.00%	
5344	Postage Meter Rental	4,578	-	(4,578)	-100.00%	
5350	Code Red - Price Locked Forever	6,559	6,609	50	0.76%	
5420	Shared Paper	3,200	2,500	(700)	-21.88%	
5580	Copier/Duplicator Supplies	120	120	-		
Totals		85,907	14,229	(71,678)	-83.44%	

General Category: General Government

Farmers Market

Dept # 197

EXPENDITURES		Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5100	Coordinator Stipend	2,000.00	4,000		4,000		
	TOTAL WAGES	2,000.00	4,000	-	4,000		
5700	Misc Expenses	191.40	1,000		1,200		
	TOTAL EXPENSES	191.40	1,000	-	1,200		-
	TOTAL MEDIC	2,191.40	5,000	-	5,200	5,200	5,200
		<div>Change</div> <div>200</div> <div>4.00%</div>					

EXPENDITURES		Request FY25	\$ Change	% Change	Explanation
5100	Coordinator Stipend	4,000.00	-	0.00%	
5700	Misc Exp	1,200	200	20.00%	Based on first half FY24 actual costs

Totals

5,200

5,200

100.00%

EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5211	Electricity							
5214	Natural Gas							
5231	Water	1,000	321.00	1,000		500		
5232	Sewer	1,500	508.20	1,000		750		
5242	Building R & M	30,000	14,616.01	40,000		40,000		
5279	Custodial Services							
5315	Other Professional/Technical	6,000	1,700.00	10,000		10,000		
5341	Telephone	750	704.02	750		1,000		
5451	Cleaning Supplies	500		500				
	TOTAL EXPENSES	39,750	17,849.23	53,250	-	52,250		-
5710	Long Term Principal					-		
5711	2006 Bond Prinicipal	10,000	1,000.00					
5751	Long Term Interest							
5752	2006 Bond Interest	200	200.00					
	TOTAL DEBT	10,200	1,200.00	-	-	-		-
5991	Trans to General Fund (PY Res Fd Trans)							
	TOTAL COLLE	49,950	19,049.23	53,250	-	52,250	52,250	52,250
Change						(1,000)	-1.88%	

COLLE RRA

DEPT #228-183

EXPENDITURES	Budget FY24	Request FY25	\$ Change	% Change	
5211 Electricity	-	-	-		
5214 Natural Gas	-	-	-		
5231 Water	1,000	500	(500)	-50.00%	reflects actual cost
5232 Sewer	1,000	750	(250)	-25.00%	reflects actual cost
5242 Building R & M	40,000	40,000	-		
5279 Custodial Services	-	-	-		
5315 Other Professional/Technical	10,000	10,000	-		
5341 Telephone	750	1,000	250	33.33%	for alarm system
5420 Office Supplies	-	-	-		
5451 Cleaning Supplies	500	-	(500)	-100.00%	
5710 Long Term Principal	-	-	-		retired
5711 2006 Bond Prinicipal	-	-	-		retired
5751 Long Term Interest	-	-	-		retired
5752 2006 Bond Interest	-	-	-		retired
Totals	53,250	52,250	(1,000)	-1.88%	

EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5771	Ordinary Assistance	70,000	49,982.77	70,000		71,397		
5774	Care & Registration of Graves	2,500	2,164.32	2,500		2,500		
5776	Burials	4,000		4,000		4,000		
	TOTAL EXPENSES	76,500	52,147.09	76,500	-	77,897		-
	TOTAL VETERANS	76,500	52,147.09	76,500	-	77,897	77,897	77,897

Change 1,397 1.83%

EXPENDITURES		Budget FY24	Request FY25	\$ Change	% Change	Explanation
			-	-		
5771	Ordinary Assistance	70,000	71,397	1,397	2.00%	11/27 estimated cost plus 3% cushion
5774	Care & Registration of Graves	2,500	2,500	-		
5776	Burials	4,000	4,000	-		

43754 Totals 76,500 77,897 1,397 100.00%

EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5664	Franklin Regional Council Govts (FRCOG)	51,558	51,558.00	52,000		52,723		
5665	FRCOG Emerg Communications	7,161	7,160.15	7,519		7,350		
5666	FCSWMD	31,763	31,763.00	33,810		35,600		
5667	FRCOG REPC	150	150.00	150		150		
5668	Pioneer Valley Mosquito Control District							
5670	Veterans' District	20,015	19,669.70	20,445		22,500		
	TOTAL INTERGOVERNMENTAL	110,647	110,300.85	113,924	-	118,323	118,323	118,323
1/4/2023 changed 5670 from 20160 to 20445					Change	4,399	3.86%	

		Budget FY24	Request FY25	\$ Change	% Change	Explanation
5664	Franklin Regional Council Govts	52,000	52,723	723	1.39%	Placeholder FY24 actual plus 2%
5665	FRCOG Emerg Communications	7,519	7,350	(169)	-2.25%	Placeholder FY24 actual plus 2%
5666	FCSWMD	33,810	35,600	1,790	5.29%	based on voted prelim FCSWMD budget
5667	FRCOG REPC	150	150	-		
5668	Pioneer Valley Mosquito Control District	-	-	-		Pay through past Special Article (5k)
5670	Veterans' District	20,445	22,500	2,055	10.05%	Prelim budget is 22439 pending update

EXPENDITURES		Budget FY23	Actual FY23	Budget FY24	Expended thru 12/31/2023	FY25 Level Services Request	FY25 SB Recommend	FY25 Fin Comm Recommend
5740	General Insurance	119,600	105,911.64	119,600		119,600		
	MEDIC Board Liability Ins			1,000		1,000		
	TOTAL EXPENSES	119,600	105,911.64	120,600	-	120,600	120,600	120,600
	TOTAL GENERAL INSURANCE	119,600	105,911.64	120,600	-	120,600	120,600	120,600
Change						-	0.00%	

#####

3/4/2021

EXPENDITURES		Request FY24	Request FY25	\$ Change	% Change	Explanation
5740	General Insurance	119,600	119,600	-		10% Increase based on commercial rates
	MEDIC Board Liability Ins	-	1,000		100.00%	Was for 38 Ave A, no longer needed
	Totals	119,600	120,600			

700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297

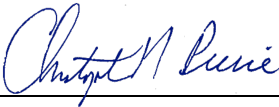
**EXHIBIT A
ON-CALL ENGINEERING SERVICES AGREEMENT
ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>CMOM Report / O&M Plan</u>		Project No. <u>T17532</u>	
Client: <u>Town of Montague</u>		Prepared By: <u>Lisa Muscanell-DePaola</u>	
		Date: <u>11/30/2023</u>	

	Description of Assignment: CMOM Report / O&M Plan		Estimated Fee
	Itemization of Tasks	Est. Hours	
	Refer to attached proposal letter dated 11.30.2023.	365-375 plus reimbursable expenses	\$50,000
	TOTAL		\$50,000
TOTAL ESTIMATED FEE:			\$50,000

I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between the Town of Montague (CLIENT) and WRIGHT-PIERCE dated August 8th, 2022. Such payment may be different than the "Estimated Fee" indicated.

SEEN AND AGREED TO BY:

	(CLIENT) _____	DATE: _____
	(ENGINEER)  _____	DATE: <u>November 30, 2023</u>

November 30, 2023
WP Project No. T17532

Mr. Steven Ellis, Town Administrator
Town of Montague
1 Avenue A
Montague, MA 01376

SUBJECT: Town of Montague NPDES Permit Compliance
Proposed Scope and Fee for Wastewater Collection System Capacity Management,
Operations and Maintenance (CMOM) Plan

Dear Steve,

A draft Town of Montague NPDES Permit was issued for public comment on March 30, 2023. The NPDES Permit was issued on October 23, 2023, with an effective date of January 1, 2024, has requirements related to the development of a Wastewater Collection System Capacity Management Operations and Maintenance (CMOM) report (also referred to as an Operations & Maintenance Plan (O&M Plan) along with a compliance schedule for completion. The Town of Montague also received a Notice of Non-Compliance (NON) on May 25, 2023, stating the Town did not provide the required information in the previous CMOM and CSO reports submitted to the United States Environmental Protection Agency (USEPA).

At Montague's request, Wright-Pierce has developed a proposed scope and fee for technical services for the development of a CMOM Report / O&M Plan in accordance with the requirements of the NPDES permit and Notice of Non-Compliance.

Proposed Scope of Services

Wright-Pierce will develop a CMOM Report / O&M Plan based on recent information provided by the Town.

The CMOM Report / O&M Plan will include all elements listed below:

- CMOM templates / forms for inspections in the collection system (CSO structures, CSO outfalls, buffer line, manhole inspections, pipeline inspections, pump stations).
- Template / forms for annual updates to the Nine Minimum Controls (NMCs).
- Templates / forms for annual reports required by EPA and Massachusetts Department of Environmental Protection (MassDEP) (Collection System O&M Annual Report, Collection System O&M Corrective Action Plan, and I/I Control Plan).
- A list of facilities and structures that are critical to the performance of the combined sewer system, including all regulators, tide gates, pumping stations, and sections of the sewer lines which are prone to sedimentation or obstruction.

- Inspection plan which identifies the locations, frequencies, procedures, documentation, and reporting or periodic and emergency inspections and maintenance.
- Written Standard Operating Procedures (SOP) for the maximum use of the collection system for storage to include usage of the Avenue A buffer line, its routine usage, and dates of usage.
- A jetting program for the removal of obstructions to flow and documentation for tracking accumulation of debris with a summary of the locations, number of times, and total quantity of the debris.
- Written SOP to maximize flow to and through the wastewater treatment plant limiting spill from CSO satellite facilities and CSO outfalls.
- An updated High Flow SOP plan. (This plan will include a staffing plan for wet weather events as well as a hydraulic evaluation if a Clean Water Facility (CWF) treatment unit has tankage (primary or secondary settling tank, aeration tank, and / or chlorine contact tank) offline for maintenance, repair, or failure. Wright-Pierce will build off the High Flow Management Plan that was developed in 2021 by Wright-Pierce and the Town of Montague as the basis for the High Flow SOP plan.)
- Written SOP for the prohibition of CSO discharges during dry weather (also known as a Dry Weather Overflow (DWO)) along with documentation that flow monitoring and inspections can detect and correct dry weather overflows in a timely manner.
- Written SOP for the control of solid and floatable material in any CSO Discharges / Pump Station by-passes and documentation showing low-cost control measures have been implemented which reduce solid and floatables discharged from CSOs to the maximum extent practicable.
- Documentation on implementation of pollution prevention programs such as erosion control measures, street cleaning, and catch basin cleaning.
- Documentation of existing equipment being utilized for sewer inspections.
- Precipitation recording equipment and recommendations of any additional installations of equipment in the sewer system.
- Recommendations and budgetary cost estimates on equipment updates required for performing sewer inspections (if any).
- Development of a prioritization for sewer pipe cleaning and inspections based on historical records, institutional knowledge, pipe materials and age, and areas where hydraulic restrictions have been identified by previous Wright-Pierce hydraulic modeling efforts in Turners Falls.
- Development of timeline and estimated budgetary costs for CCTV prioritization.

The collections O&M plan will include all elements listed in Part I.C.2.e(3) of the draft NPDES permit and are summarized below:

- Preventive maintenance and monitoring program for the collection system
- Description of sufficient staffing necessary to properly operate and maintain the wastewater collection system and how the operation and maintenance program is staffed.
- Description of funding, the source(s) of funding, and provisions for sufficiently funding the implementation of the plan.

- Identification of known and suspected overflows and back-ups, including manholes that suggest frequent surcharge conditions.
- Description of the cause of the identified overflows and back-ups, corrective actions taken, and a plan for addressing the overflows and backups consistent with the requirement of the permit.
- Description of the program for preventing I/I related effluent violations and all unauthorized discharges of wastewater, including overflows and by-passes and the ongoing program to identify and remove sources of I/I.
- An inflow identification and control program that focuses on the disconnection and redirection of illegal sump pumps and roof down spouts.
- Educational public outreach program for all aspects of I/I control, particularly private inflow.
- Overflow Emergency Response Plan (OERP) to protect public health from overflows and unanticipated bypasses or upsets that exceed any effluent limitation in the permit.

As part of this assignment, Wright-Pierce will complete the following specific tasks.

Task 1 - Progress Meetings, Workshops

Task 1 will include the following scope:

1. Participate in two virtual project meetings with Town staff including a kickoff meeting and a meeting to review the draft CMOM Report / O&M Plan.
2. Participate in up to two half-day workshops with RCAP Solutions and Town of Montague. Prior to the first workshop, Wright-Pierce will review the most up to date CMOM Self-Assessment Checklist completed by the Town of Montague.
3. Participate in up to two virtual meetings with MassDEP and / or EPA as it pertains to the development of a CMOM Report / Collections System O&M Plan.

Task 2 - Data Collection

Task 2 will include the following scope:

1. Work with Town of Montague DPW and Clean Water Facility staff as well as RCAP Solutions to collect data and information needed to complete CMOM Report / O&M Plan.
2. Using current GIS database, provide updated inventory and characterization of pipes to include linear footages (LF) of pipes, pipe materials, sizes, depths, and locations.

Task 3 - Site Visits

Task 3 will include the following scope:

1. Conduct a site visit at the eight pump stations to collect condition information. It is assumed that at least one staff member from the Clean Water Facility will be present on site and accompany Wright-Pierce at each of the pump stations.

2. Conduct a site visit at all CSO interceptors and outfalls as well as the collection system buffer line and Millers Falls flume to collect condition information. It is assumed that at least one staff member from the Town of Montague Department of Public Works (DPW) will be present on site and accompany Wright-Pierce throughout the collection system.

Task 4 - Draft CMOM Report / O&M Plan

Task 4 will include the preparation of a draft CMOM Report / O&M Plan for review by the Town of Montague. This deliverable will incorporate the items mentioned in the scope above.

This task also includes the provision of:

- An outline (table of contents) of the CMOM Report / O&M Plan.
- A description of the collection system management goals, staffing, information management, and legal authorities.
- A description of the collection system and the overall condition of the collection system including a list of pump stations and a description of recent studies and construction activities.
- A schedule for the development and implementation of the full CMOM Report / O&M Plan.

This interim CMOM Report / O&M Plan deliverable will be provided by June 1, 2024, for the Town of Montague to submit to the EPA / MADEP by July 1, 2024, as required in the NPDES permit.

Task 5 - Final CMOM Report / O&M Plan

Task 5 will include the preparation of a final CMOM Report / O&M Plan for review by the Town of Montague and / or regulatory agencies integrating comments received within 30 business days of receiving final comments on the draft CMOM Report / O&M Plan. This deliverable will incorporate the items mentioned in the scope above.

Exclusions / Inclusions and Assumptions

This scope of work does not include the following:

1. Engineering services for collection system mapping (including GIS database modifications).
2. Engineering services for drafting the WWTF and Collections System Major Storm and Flood Events Plans required in the new NPDES permit.

The Town will provide data, drawings, records, and previous applicable reports necessary to complete the CMOM Plan.

Proposed Fee

The proposed fee to develop the CMOM Plan is summarized below:

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fee
1	Progress Meetings, Workshops	53	\$8,200	\$500	\$8,700
2	Data Collection	27	\$3,300	\$300	\$3,600
3	Site visits to Pump Stations, CSO Interceptors and Outfalls, buffer line	40	\$5,100	\$500	\$5,600
4	Prepare Draft O&M Plan	219	\$28,000	\$100	\$28,100
5	Prepare Final O&M Plan	30	\$3,900	\$100	\$4,000
Total		369	\$48,500	\$1,500	\$50,000

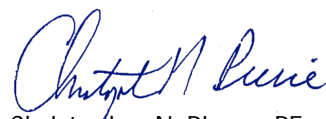
We propose our fee on a time-and-material (T&M) basis, executed as a task order on the current On-Call Agreement executed in August 2022, with a not to exceed amount of \$50,000. We would be happy to discuss our proposed scope and fee and adjust as necessary, to meet any specific needs you have for this project.

Proposed Schedule

We are available to commence work immediately upon notice-to-proceed. We estimate the total duration of this project to be nine months. We can provide the interim CMOM Plan deliverable by June 1, 2024, and provide the draft CMOM Plan deliverable by September 30, 2024. We understand that the final CMOM Plan is due to the EPA and MA DEP by December 31, 2024, as required by your NON.

We appreciate the opportunity to assist you in completing this NPDES permit-required task that will also help meet the requirements of your recent May 2023 Notice of Non-Compliance. We are available to meet with you virtually or in person to discuss this proposal at your convenience.

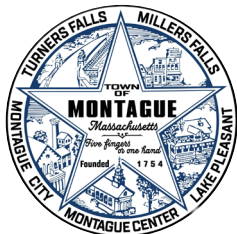
Sincerely,
WRIGHT-PIERCE



Christopher N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com

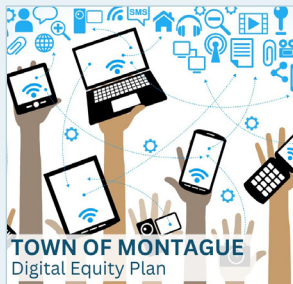


We want to hear from you!

The Town of Montague is building a Digital Equity Plan to ensure that all its residents have fair and equal access to digital technologies—including the internet, computers, and mobile phones—as well as the skills and knowledge to effectively use them. Learn more at <https://www.montague-ma.gov/p/1532/>.

Together, we can achieve internet for all.

Join us for our first public meeting, either in person or via Zoom.



**Wednesday, December 6th
6-8 p.m.**

Montague Town Hall, 2nd floor meeting room
1 Avenue A

Light refreshments will be served; please RSVP:
<https://bit.ly/montaguedigitalequityRSVP>

To join via Zoom:
<https://bit.ly/montaguedigitalequity>

This project has been funded by the Massachusetts Broadband Institute's Municipal Digital Equity Planning Program, with assistance from the Franklin Regional Council of Governments.

Contact: Ted Harvey at tharvey@frcog.org, or 413-774-3167 x165



Franklin Regional
Council of Governments