

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, January 22, 2024**

### **AGENDA**

**Join Zoom Meeting: <https://us02web.zoom.us/j/85739277070>**

**Meeting ID: 857 3927 7070    Passcode: 182737    Dial into meeting: +1 646 558 8656**

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

#### **Meeting Being Taped**

#### **Votes May Be Taken**

1. 6:30PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30          **Approve Minutes:**
  - Selectboard January 16, 2024
3. 6:32          Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34          **Chelsey Little, CWF Superintendent**
  - Execute change order 1003 with Collins Electrical Co. Inc, in the amount of \$15,099 to provide cold sequence metering per Eversource Requirements.
  - Execute change order 1004 with Collins Electrical Co. Inc., in the **credit** amount of (\$4,490) for the reduction of generator feeder: conduit, wire, misc. materials and labor
  - Meter Assembly RFP #2 – Meter Assembly Response
5. 6:45          **Maureen Pollock, Town Planner**
  - Authorize Contract of Services with Commonwealth Murals, LLC for the Shea mural project. Contract value is \$30,510.00 to be funded from an existing ARPA appropriation.
  - Notice of grant application to the Community Foundation of Western MA Community Space Public Wi-fi Program to expand public Wi-Fi to Peskeomskut Park (\$5,000).
6. 6:55          **Brian McHugh, Director of Community Development- HRA**
  - Authorize Payment #3 to Berkshire Design Group for Hillcrest Playground in the amount of \$2,720.00.
7. 7:00          **Personnel Board**
  - Promote Elena Pepe-Salutric to the position of Library Assistant. She will work 13 hours/week at the Carnegie Library at A1 Step 1
  - Easton Smith will change from Library Assistant to Substitute Library Assistant
8. 7:10          **Sally Pick, Montague Energy Committee**
  - Community Solar Action Plan
  - Request to plan a Community Solar Forum

**Montague Selectboard Meeting**  
**January 22, 2024**  
**Page 2**

9. 7:25

**Executive Assistant Business**

- Execute IT contract with Suzor IT

10. 7:30

**Town Administrators Business**

- Budget Notes and Next Steps
- Execute Release for Insurance Compensation Related to On Duty Injury of Former Montague Police Staff Sergeant Lee Laster in the Amount of \$34,827.36
- MMA Meeting News/Governor's Announcements re FY25 Budget
- Topics not anticipated in the 48 hour posting

**Next Meeting:**

- Selectboard, Monday, January 29, 2024 at 6:30 PM via ZOOM



The Town Of Montague  
34 Greenfield Rd  
Montague MA 01351

January 9, 2024

**CR# 1003**

Attn: Chelsey Little  
Re: Montague CWF Used Generator Installation  
RFP#2

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

<b>Change Request Amount</b>	<b>\$</b>	<b>15,099.00</b>
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### Scope Of Work

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Provide cold sequence metering per Eversources requirements.

### Included in Price

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- Bond
- P&I Meter socket.
- P&I CT cabinet.
- P&I conduit, wire and final connections to meter socket.

### Not Included in Price

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- Sales Tax
- Premium Time

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**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](mailto:info@collinselectricco.com)

AA/EOE

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

[www.CollinsElectricCo.com](http://www.CollinsElectricCo.com)

Rev 0

			<b>SUBCONTRACTOR'S CHANGE ORDER PROPOSAL (COP) #:</b>		<b>1003</b>
<b>PROJECT NAME:</b>			<b>DATED:</b>	1/9/2024	<b>REV. DATE:</b>
Montague CWF Used Generator Installation			<b>DESCRIPTION OF CHANGE:</b>		
<b>RELATED SUPPORTING DOCUMENTS:</b>			Provide cold sequence metering per Eversources requirements.		
RFI #:					
Bulletin #					
PR#					
Reference			RFP#2		
<b>SUB-SUBCONTRACTOR MATERIAL AND LABOR (see attached backup)</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>NAME OF SUB AND ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	1.00			\$ -	\$ -
2	1.00			\$ -	\$ -
					\$ -
<b>SUBCONTRACTOR EQUIPMENT</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	0.00			\$0.00	\$ -
2	0.00			\$0.00	\$ -
3	0.00			\$0.00	\$ -
<b>SUBCONTRACTOR EQUIPMENT SUBTOTAL</b>					\$ -
<b>SUBCONTRACTOR MATERIAL</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	1.00		See attached Material Breakdown	\$ 8,702.77	\$ 8,702.77
2	1.00			\$ -	\$ -
3	1.00			\$ -	\$ -
<b>SUBCONTRACTOR MATERIAL SUBTOTAL</b>					\$ 8,702.77
<b>SUBCONTRACTOR MATERIAL TAX</b>				N/A	\$ -
<b>SUBCONTRACTOR MATERIAL &amp; TAX SUBTOTAL</b>					\$ 8,702.77
<b>SUBCONTRACTOR LABOR</b>					
<b>ITEM NO.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1	0.00	1	Electrical General Foreman	\$109.54	\$ -
2	8.45	1	Electrical Foreman	\$104.82	\$ 885.73
3	33.80	1	Electrical Journeyman	\$97.92	\$ 3,309.70
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		
			Material Delivery		
			Material Ordering		
			As Builts		
			Administration		
			Testing/Reports		
<b>SUBCONTRACTOR LABOR SUBTOTAL</b>				\$	4,195.43
<b>SUB-SUBCONTRACTOR SUBTOTAL:</b>				\$	-
<b>SUBCONTRACTOR MARKUP OF SUB-SUBCONTRACTOR WORK: 5%</b>				\$	-
<b>SUBCONTRACTOR SELF PERFORMED SUBTOTAL - EQUIPMENT AND MATERIAL:</b>				\$	8,702.77
<b>SUBCONTRACTOR MARKUP: 15%</b>				\$	1,305.42
<b>SUBCONTRACTOR SELF PERFORMED SUBTOTAL - LABOR</b>				\$	4,195.43
<b>SUBCONTRACTOR LABOR MARKUP: 15%</b>				\$	629.31
<b>SUBCONTRACT CHANGE - SUBTOTAL:</b>				\$	14,832.93
<b>BOND</b>				\$	265.72
<b>TOTAL OF ALL SUBCONTRACT CHANGE WORK:</b>				<b>\$</b>	<b>15,098.65</b>
<b>NUMBER OF DAYS REQUESTED FOR CONTRACT EXTENSION:</b>			5		
<b>SUBCONTRACTOR'S NAME:</b>			Collins Electric Co		
<b>SUBCONTRACTOR'S ADDRESS:</b>			53 Second Ave, Chicopee, MA 01020-4697		

Job ID: 23-7356 IFB  
Project: Montague\_CWF\_Gen



CO: COR 1003: Provide CT cab within Gear

Takeoff

11 Jan 2024 9:41:01

Phase: GENERAL CONDITIONS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
890062	1.00	EA	M		SAFETY	0.0000	0.00	1.0000	1.00
890063	4.00	EA	M		CLEANUP	0.0000	0.00	0.3000	1.20
890064	1.00	EA	M		FOREMAN FIELD REVIEW	0.0000	0.00	1.0000	1.00
890065	1.00	EA	M		AS BUILT DRAWINGS	0.0000	0.00	0.5000	0.50
890066	1.00	EA	M		TESTING	0.0000	0.00	0.1500	0.15
890068	1.00	EA	M		PUNCH LIST	0.0000	0.00	0.5000	0.50
890070	1.00	EA	M		MATERIAL HANDLING	0.0000	0.00	0.2500	0.25
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	4.00	EA	M		DAILY LOG	0.0000	0.00	0.5000	2.00
890074	1.00	EA	M		MATERIAL ORDERING	0.0000	0.00	0.5000	0.50
890075	1.00	EA	M		SITE LOGISTICS AND COORDINATION	0.0000	0.00	0.5000	0.50
Phase Totals:							0.00		8.75

Phase: 06 - DISTRIBUTION EQUIPMENT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				CT CAB				
3	1.00		M		INTREGAL CT CAB	7,000.0000	7,000.00	0.0000	0.00
171318	1.00	EA	M	PT/CT RATED	METER SOCKET	895.7040	895.70	3.5000	3.50
500199	2.00	EA	M	1 1/2	ENCLOSURE HOLE PUNCH -STEEL	0.0000	0.00	0.6500	1.30
	0.00				METER SOCKET				
	10.00				UNDERGROUN DUCT FROM CT CAB TO METER SOCKET				
TITLE	10.00	EA	M	1 1/2	SCH 40 DIRECT-BURIED 1-DUCT	0.0000	0.00	0.0000	0.00
10189	10.00	FT	M	1 1/2	PVC SCH 40 20' LAID IN TRENCH	1.1904	11.90	0.0437	0.44
31407	2.00	EA	M	1 1/2	PVC COUPLING	0.5645	1.13	0.2500	0.50
40043	0.50	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	0.60	0.0124	0.01

Collins Electric Co., Inc.  
53 2nd Avenue  
Chicopee, MA 01020

Phone: 413-592-9221  
Web:

**Phase: 06 - DISTRIBUTION EQUIPMENT**

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
4000280	11.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0314	0.35	0.0041	0.05
390263	10.00	FT	M	12" WIDE	HAND TRIM SANDY TRENCH	0.0000	0.00	0.0230	0.23
TITLE	2.00	EA	M	1 1/2	PVC SCH40 90D STUB-UP	0.0000	0.00	0.0000	0.00
20219	2.00	EA	M	1 1/2	PVC SCH 40 90-DEG-ELBOW	3.0136	6.03	0.4000	0.80
31407	2.00	EA	M	1 1/2	PVC COUPLING	0.5645	1.13	0.2500	0.50
10167	2.00	FT	M	1 1/2	PVC SCH 40	1.7818	3.56	0.0700	0.14
40043	0.42	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	0.50	0.0120	0.01
31367	2.00	EA	M	1 1/2	PVC MALE ADAPTER	0.7118	1.42	0.2500	0.50
40259	4.00	EA	M	1 1/2	LOCKNUT	0.5858	2.34	0.2000	0.80
TITLE	1.00	EA	M	1 1/2	LIQUIDTITE CONDUIT	0.0000	0.00	0.0000	0.00
50084	6.00	FT	M	1 1/2	LIQUIDTITE CONDUIT	5.6840	34.10	0.1500	0.90
50279	1.00	EA	M	1 1/2	LIQUIDTITE INS-THROAT ANGLE CONN	19.8812	19.88	0.4320	0.43
50290	1.00	EA	M	1 1/2	LIQUIDTITE INS-THROAT STRAIGHT CONN	46.4258	46.43	0.3600	0.36
40131	2.00	EA	M	1 1/2	GROUND BUSHING -INSULATED	6.5647	13.13	0.5000	1.00
TITLE	1.00	EA	M	1 1/2	GRC 90D STUB-UP	0.0000	0.00	0.0000	0.00
20025	1.00	EA	M	1 1/2	GRC 90-DEG ELBOW	20.7614	20.76	0.7500	0.75
31355	1.00	EA	M	1 1/2	PVC FEMALE ADAPTER	0.7370	0.74	0.2500	0.25
40043	0.21	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.2023	0.25	0.0120	0.00
10004	10.00	FT	M	1 1/2	GRC	10.7971	107.97	0.0900	0.90
10564	1.00	EA	M	1 1/2	CONDUIT CUT/THREAD/REAM	0.0000	0.00	0.3000	0.30
30004	1.00	EA	M	1 1/2	GRC/IMC COUPLING	6.6334	6.63	0.2600	0.26
40131	1.00	EA	M	1 1/2	GROUND BUSHING -INSULATED	6.5647	6.56	0.5000	0.50
4	1.00		M		BITUMEN COATING	300.0000	300.00	2.0000	2.00
70030	780.00	FT	M	10	THHN/THWN CU (SOL)	0.2439	190.20	0.0070	5.46
70225	60.00	FT	M	10	GREEN THHN CU SOL (GRD 60A)	0.2439	14.63	0.0070	0.42
100566	28.00	EA	M	10	WIRE TERMINATION LBR	0.6000	16.80	0.4000	11.20
Phase Totals:							8,702.77		33.50
Job Totals:							8,702.77		42.25



The Town Of Montague  
34 Greenfield Rd  
Montague MA 01351

January 11, 2024

**CR# 1004**

**Rev #1**

**1/12/2024**

Attn: Chelsey Little

Re: Montague CWF Used Generator Installation  
RFI 4

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

<b>Change Request Amount</b>	<b>\$</b>	<b>(4,490.00)</b>
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### Scope Of Work

Credit for reduction of generator feeder.

### Included in Price

- Credit for conduit, wire, misc materials and labor.

### Not Included in Price

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

AA/EOE

[www.CollinsElectricCo.com](http://www.CollinsElectricCo.com)

Rev 1

			SUBCONTRACTOR'S CHANGE ORDER PROPOSAL (COP) #:		1004	
PROJECT NAME:			DATED:	1/11/2024	REV. DATE:	1/12/2024
Montague CWF Used Generator Installation			DESCRIPTION OF CHANGE:			
RELATED SUPPORTING DOCUMENTS:			Credit for reduction of generator feeder.			
RFI #:			4			
Bulletin #						
PR#						
Reference						
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	\$ (1,672.82)	\$ (1,672.82)	
2	1.00			\$ -	\$ -	
3	1.00			\$ -	\$ -	
SUBCONTRACTOR MATERIAL SUBTOTAL					\$ (1,672.82)	
SUBCONTRACTOR MATERIAL TAX				N/A	\$ -	
SUBCONTRACTOR MATERIAL & TAX SUBTOTAL					\$ (1,672.82)	
SUBCONTRACTOR LABOR						
ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE EACH	TOTAL	
1	0.00	1	Electrical General Foreman	\$109.54	\$ -	
2	-5.67	1	Electrical Foreman	\$104.82	\$ (594.33)	
3	-22.70	1	Electrical Journeyman	\$97.92	\$ (2,222.78)	
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			
			Material Delivery			
			Material Ordering			
			As Builts			
			Administration			
			Testing/Reports			
SUBCONTRACTOR LABOR SUBTOTAL					\$ (2,817.11)	
SUB-SUBCONTRACTOR SUBTOTAL:					\$ -	
SUBCONTRACTOR MARKUP OF SUB-SUBCONTRACTOR WORK:				5%	\$ -	
SUBCONTRACTOR SELF PERFORMED SUBTOTAL - EQUIPMENT AND MATERIAL:					\$ (1,672.82)	
SUBCONTRACTOR MATERIAL MARKUP:				15%	\$ -	
SUBCONTRACTOR SELF PERFORMED SUBTOTAL - LABOR					\$ (2,817.11)	
SUBCONTRACTOR LABOR MARKUP:				15%	\$ -	
SUBCONTRACT CHANGE - SUBTOTAL:					\$ (4,489.93)	
TOTAL OF ALL SUBCONTRACT CHANGE WORK:					\$ (4,489.93)	
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 1004: Generator Reduced Feeder

Takeoff

11 Jan 2024 9:36:46

Phase: 07 - SITE UTILITIES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	-50.00	EA	M	4	SCH 40 DIRECT-BURIED 1-DUCT	0.0000	0.00	0.0000	0.00
10183	-50.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH	4.8888	-244.44	0.0550	-2.75
20224	-2.00	EA	M	4	PVC SCH 40 90-DEG-ELBOW	18.1716	-36.34	1.0000	-2.00
31412	-2.00	EA	M	4	PVC COUPLING	2.7522	-5.50	0.8000	-1.60
40043	-7.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.0019	-7.01	0.0120	-0.08
31348	-1.00	EA	M	4	PVC END BELLS	5.3026	-5.30	0.4000	-0.40
31360	-1.00	EA	M	4	PVC FEMALE ADAPTER	3.1054	-3.11	0.8000	-0.80
390099	-9.00	EA	M	4 x 3	CARLON SNAP-LOC BASE SPACER	0.9734	-8.76	0.2000	-1.80
70290	-256.00	FT	M	3/0	XHHW CU (STR)	3.3598	-860.10	0.0300	-7.68
70315	-64.00	FT	M	1/0	GREEN XHHW CU (GRD 800A)	2.1475	-137.44	0.0240	-1.54
100576	-8.00	EA	M	3/0	WIRE TERMINATION LBR	0.0000	0.00	0.4500	-3.60
100574	-2.00	EA	M	1/0	WIRE TERMINATION LBR	0.0000	0.00	0.3600	-0.72
TITLE	-1.00	EA	M	4	LIQUIDTITE CONDUIT	0.0000	0.00	0.0000	0.00
50089	-4.00	FT	M	4	LIQUIDTITE CONDUIT	18.8642	-75.46	0.5000	-2.00
50295	-2.00	EA	M	4	LIQUIDTITE INS-THROAT STRAIGHT CONN	126.0000	-252.00	0.9600	-1.92
500153	-75.00	FT	M	3/4"	POLYESTER CONDUIT MEASURING MULE TAPE	0.1370	-10.28	0.0050	-0.38
40136	-1.00	EA	M	4	GROUND BUSHING -INSULATED	27.0759	-27.08	1.1000	-1.10
Phase Totals:							-1,672.82		-28.37
Job Totals:							-1,672.82		-28.37



## Town of Montague

Clean Water Facility  
34 Greenfield Road  
Montague, MA 01351-9522

(413) 773-8865  
FAX:(413) 774-6231

January 5, 2024

ATTN: Craig Riddell, Collins Electric Co

Subject: Meter Assembly RFP #2

Description of Request:

The Owner intends to have the following work completed:

- Change the orientation of the switchboard to add a 1200 amp CT/PT cabinet in a cold sequence arrangement with the Main Circuit Breaker per modified single line diagrams. Components shall meet Eversource Requirements.
- Install meter assembly and 1.5" conduit from CT cabinet to meter with #14 wire per Eversource requirements. Meter location shall be Unistrut mounted near the CT cabinet with front access to the driveway. Final location of meter assembly to be approved by Eversource. For RFP purposes assume 10 feet of 1.5" conduit.
- Refer to the attached PDFs

Please prepare an itemized cost proposal to complete the above referenced work. The proposal shall include all necessary labor, materials and equipment necessary to complete the work. The change proposal shall be prepared in accordance with General and Supplemental Conditions with regard to contract price. The Owner will not allow additional contract time to be included on this change proposal. All requirements of the Contract Documents shall apply to this work including necessary project management, coordination, submittals, start-up, warranty, and record drawings.

If accepted, the proposal will be included in a future Change Order.

Chelsey Little, BSBS MPH  
Superintendent

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE TOWN OF Montague, MASSACHUSETTS  
AND  
COMMON WEALTH MURALS**

**Shea Mural Project**

THIS AGREEMENT made this 22nd day of January, 2024 between, Common Wealth Murals with a usual place of business at 59 Granby Heights, Granby MA 01033, hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the “Scope of Services” attached hereto as Exhibit A, dated January 22, 2024 which further describes as “Shea Mural Project Scope of Services”; and the “Agreement for the Installation of a Mural at the Shea Theater Arts Center, 71 Avenue A, Turners Falls” attached hereto as Exhibit B dated January 22, 2024, which further describes the terms and conditions of the mural installation.

2. Contract Price

For services performed under this Agreement, the TOWN agrees to pay the CONTRACTOR a total contract fee of \$30,510.00 for the scope of services described in Exhibit A of this Agreement in two payment installations. The first payment installation shall equal half of the total contract fee, which is \$16,550.00, and is due to the CONTRACTOR at the signing of this Agreement. The remainder of the cost (payment 2) will be invoiced by the CONTRACTOR upon completion of the mural.

3. Commencement and Completion of Work

- A. This Agreement shall commence on February \_\_, 2024 and shall expire on December \_\_, 2024 unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner. CONTRACTOR shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONTRACTOR.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using professional skills and attention, which shall not be less than such state of skill and attention generally rendered by similarly practicing professionals for projects similar to the Project in scope, difficulty and location (“Standard of Care”).

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Consistent with the Standard of Care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp or of standard features and concepts from CONTRACTOR's own practice detail library, portions of which may be incorporated into the work product but which separately, are, and shall remain, the property of CONTRACTOR. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed, in two payment installations, as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the CONTRACTOR shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the CONTRACTOR to perform additional services, the CONTRACTOR shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONTRACTOR shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the CONTRACTOR shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the CONTRACTOR of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims relating to payment by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including

reasonable attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim and in the aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable.

- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONTRACTOR shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONTRACTOR shall also maintain general liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the CONTRACTOR, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or email, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' written notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN, except that CONTRACTOR may assign its right to collect payment as required by its lender Agreements.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- C. ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both TOWN and CONTRACTOR, the risks have been allocated such that TOWN agrees that to the fullest extent permitted by law, CONTRACTOR's total liability in the aggregate to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Contract from any cause or causes, including, but not limited to, CONTRACTOR's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to CONTRACTOR. TOWN and CONTRACTOR may agree to a higher limitation of liability for an increased fee.
- D. Mutual Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by TOWN or CONTRACTOR, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

**TAX COMPLIANCE STATEMENT**

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that \_\_\_\_\_,  
to my best knowledge and belief, has complied with all laws of the Commonwealth of Massachusetts  
relating to taxes.

Date \_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official's Signature

Town of Montague  
\_\_\_\_\_  
Company or Corporation



## NON-COLLUSION STATEMENT

### Certificate of Non-Collusion

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

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

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Company or Corporation

## CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_ held on \_\_\_\_\_,

it was unanimously voted to authorize \_\_\_\_\_

its \_\_\_\_\_ to sign any and all bid and contract documents on behalf of the

Corporation. I further certify that said vote remains in full force and effect and has not been rescinded or modified as of the date below.

Date \_\_\_\_\_

Corporate Name \_\_\_\_\_

\_\_\_\_\_  
Clerk

SEAL:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

COMMON WEALTH MURALS

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

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

Print Name: Richard Kuklewicz

Print Name: Britt Ruhe

Title: Selectboard Chair

Title: Common Wealth Murals Director

## Exhibit A

### Shea Mural Project Scope of Services

The Town of Montague’s Planning Department and RiverCulture Program wish to have a ± 3,000 sq. ft. professional grade public mural painted on the north side of the Shea Theater Arts Center, a building owned by the Town of Montague. The building is located at 71 Avenue A in downtown Turners Falls. The CONTRACTOR shall assist the Town with this project, including, but not limited to, the following tasks:

- **End of January – Early February 2024:**
  - **Steering Group Meeting #1:** CONTRACTOR to attend and lead “Shea Mural Steering Group” hereinafter called the “Steering Group” for initial Orientation (Meeting #1) with the following meeting objectives:
    - Introduction to Common Wealth Murals;
    - Overview of the Mural Selection, Design Review, and Approval Process
  - **Draft Call to Artist/RFP:** CONTRACTOR is responsible for preparing draft Call to Artist/RFP and to email draft copy to Steering Group for review/comments
  - **Steering Group Meeting #2:** CONTRACTOR to attend and lead Steering Group Meeting #2 with the following meeting objectives:
    - Review and approve Artist Call/RFP and the criteria that will be used to score applicants;
- **End of February – March 2024:**
  - **Release Call to Artist/RFP:** CONTRACTOR to release Artist Call/RFP; CONTRACTOR and Steering Group members to share and promote Artist Call/RFP with networks via email, social media, flyers, etc.
  - **Steering Group Meeting #3:** CONTRACTOR to attend and lead Steering Group Meeting #3 with the following meeting objectives:
    - review and score submitted proposals, select finalists
    - CONTRACTOR will distribute all applicant responses with judging rubric and scoresheet to Steering Group members in advance of mural review and selection meeting
  - **Steering Group Meeting #4:** CONTRACTOR to attend and lead Steering Group Meeting #4 with the following meeting objectives:
    - review and score submitted proposals and awarded muralist for project
- **April 2024:**
  - **Community Mural Input Listening Session:** CONTRACTOR to attend and lead Community Mural Input Listening Session with the following meeting objectives:
    - To seek public input about project theme to help guide awarded muralist on design
    - CONTRACTOR and Steering Group members will promote Community Mural Input Listening Session in advance of event via email, flyers, social media, etc.
- **Summer 2024** (Timing will depend on Muralist schedule and when they will be painting the mural)

- **Steering Group Meeting #5:** CONTRACTOR to attend and lead Steering Group Meeting #5 with the following meeting objectives:
  - Initial Design Review: The muralist will present a design sketch for Steering Group review and approval.
- **Steering Group Meeting #6:** CONTRACTOR to attend and lead Steering Group Meeting #6 with the following meeting objectives:
  - Follow-Up Design Approval Meeting: If revisions are required, during Steering Group Meeting #5, members will vote to schedule Meeting #6 for review and approval of proposed revisions, or members will vote to decide that an email will suffice if the revisions are minimal.
- **Working with the awarded artist:** The CONTRACTOR is responsible for managing all aspects of contracting with the artist, purchase of materials, supplies, and equipment, and on-site muralist and project management from start to completion.
- **Mural Ribbon Cutting:** Once the mural is complete, a ribbon cutting ceremony will be scheduled. CONTRACTOR and Steering Group members will promote ribbon cutting in advance of event via email, flyers, social media, etc.

**Exhibit B**

**AGREEMENT FOR THE INSTALLATION OF A MURAL  
at SHEA THEATER ARTS CENTER**

This Agreement is made effective this XXth day of XX, 2024, by and between:

TOWN OF MONTAGUE, (hereinafter “Property Owner”)

and

Common Wealth Murals (hereinafter “CONTRACTOR”)

Common Wealth Murals will install a work of art (the “mural”) created by XXX

(hereinafter “Artist”)

between XXX and XXX, 2024.

The installation of the mural is subject to the following terms and conditions:

**1) Terms**

**a) Mural Design**

- i) The Artist agrees to produce the proposed work in accordance with the design approved by the Property Owner.
- ii) The mural design will be family friendly and not contain any nudity, sex, horror, profanity, racial slurs, innuendo, drug use, blasphemy, political slogans or images, or commercial advertising as determined by all parties.

**b) Schedule**

- i) See full schedule, Attachment A.
- ii) The Artist and CONTRACTOR will have an additional 5 days after the designated install period to complete the mural in the event of any unforeseen circumstances that would prevent them from completing the mural according to schedule.

**c) Ownership and Credits**

- i) All parties agree that the Property Owner is the owner of the mural.
- ii) The mural will contain credits to the Artists, CONTRACTOR, and if applicable, funders of the project.
- iii) The Artist will retain their copyright interests in the artwork for all purposes. The Artist’s work cannot be reproduced for merchandising reasons or for profit without a supplemental agreement with the Artist and CONTRACTOR.

**d) Independent Contractor**

- i) The Artist is an Independent Contractor: This agreement does not create or imply an employer-employee relationship between the Property Owner or CONTRACTOR. The Property Owner or CONTRACTOR will not withhold or pay any taxes associated with the payments.

**e) Stewardship of the Mural**

- i) The Property Owner will not have a right to make any changes to the mural once approved and installed.
- ii) In order to maintain the status of artwork, the Property Owner will not add to or delete any part of the mural.

- iii) If the Property Owner no longer wants the mural on their property, they must remove or paint over the mural entirely.
- iv) The CONTRACTOR requests notification if the mural is going to be removed or painted over.
- v) Although rarely needed, as part of this contract, the CONTRACTOR agrees to fix minor issues and touch-ups for up to 5 years.
- vi) If the Property Owner wants future modification of the mural, including touch-ups for faded paint and weathering, these must be done by the CONTRACTOR with a subsequent contract negotiated between the CONTRACTOR and the Property Owner.

**f) Associated Materials**

- i) All documents, plans, artwork, and other materials developed or prepared by the CONTRACTOR in connection with the project (the "Associated Materials") other than the Artwork itself shall be the sole and absolute property of the CONTRACTOR.

**g) Publication, Reproduction and Use of Material**

- i) All copyrights are reserved to the Artist.
- ii) The Artist hereby grants the Property Owner the right to reproduce and display the artwork in any and all media for the purposes of educating the public about its mission and promoting its programs and activities, but they may not sublicense the Artwork for commercial licensing.
- iii) The Property Owner will not have any obligation to consult with the CONTRACTOR or Artist to reproduce and display artwork in media for educational purposes or to pay the CONTRACTOR or Artist any portion of proceeds therefrom.
- iv) All such uses of the Artwork will include the copyright notice in the name of the Artist and CONTRACTOR.

**h) Use of Reproductions**

- i) The Artist and CONTRACTOR may exercise all copyrights without restriction, including the right to reproduce, display, distribute, and create derivative works of the Artwork.
- ii) The Artist and CONTRACTOR agree not to create any mural of the same or substantially similar design elsewhere.

**2) Liability**

- a) In the performance of the project, the CONTRACTOR and Artist shall comply with all applicable federal, state, and local laws, rules and regulations. It is understood that all precautions will be taken by the Artist and CONTRACTOR to discourage safety hazards and to practice safe working methods. It is understood that project sites may have specific restrictions and safety requirements to which the Artist must adhere.
- b) The Artist and CONTRACTOR understand that work on a mural may include activities that may be hazardous, including, but not limited to scraping, sanding, painting, and potentially falling from ladders, lifts, and scaffolding. The Artist and CONTRACTOR recognize and understand that the activities may in some situations involve inherently dangerous activities and assumes the risk of these activities.
- c) The Artist and CONTRACTOR hereby express and specifically assume the risk of injury or death resulting from the activities of the mural project. The Artist and CONTRACTOR agree to exercise due care and diligence while installing/painting the Mural with regard to safety and procedure.

- d) The CONTRACTOR will cover all liability and upon request will provide to the Property Owner a COI naming the Property Owner as an Additionally Insured during the project period.

### **3) Indemnity**

- a) Each party (the “first party”) shall indemnify, defend and hold the other party (the “other party”) and the other party’s directors, officers, employees, owners, agents, independent contractors and representatives harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, attorneys’ fees) resulting from any claim, suit, action, or proceeding brought by any third party against the other party or its directors, officers, employees, owners, agents, independent contractors and representatives alleging:
  - i) personal injury caused by the negligence or willful misconduct of the first party or its employees, agents or others acting on behalf of such party
  - ii) any violation of or failure to comply with applicable laws by the first party; and
  - iii) any breach of this Agreement by the first party. In claiming any indemnification hereunder, the party claiming indemnification shall provide the other party with timely, written notice of any claim which the party seeking indemnification believes calls for indemnification under this Agreement.

### **4) Payment**

- a) The cost to the Property Owner for the design and installation of the mural is \$31,510.00.
- b) Half of the cost, \$16,550.00 is due to the CONTRACTOR at the signing of this contract. The remained of the cost will be invoiced by the CONTRACTOR upon completion of the mural.
- c) The CONTRACTOR shall be solely responsible for procuring, paying for and maintaining tools, consumables, and supplies necessary to complete the mural.

### **5) Termination of Contract for Cause**

- a) If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the Property Owner shall have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such an event, the CONTRACTOR shall cease work immediately upon receipt of such notice. The CONTRACTOR shall not be relieved of liability for damages sustained by the Property Owner by virtue of any breach of the Agreement by the CONTRACTOR.

### **6) Assignability**

- a) Building Owner shall not assign any interest in this Agreement (whether by assignment or notation) without the prior written consent of the CONTRACTOR.

### **7) Controlling Law**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

### **8) Headings**



- a) The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

**9) Final Agreement**

- a) This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by all parties.

**10) Notices**

- a) Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and sent to:

Common Wealth Murals  
Britt Ruhe  
59 Granby Heights  
Granby MA 01033

**11) Severability**

- a) If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.**

**Common Wealth Murals**

BY: (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Britt Ruhe  
Title: Director  
Tax ID: 83-2022617

**Property Owner**

BY: (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

Date:



**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE**  
**Invoice # 2023-145-2**  
**Project No. 2023-145**  
**TOWN OF MONTAGUE FY22.23 CDBG**  
**FY22.23 Hillcrest Park Construction(6C)**  
**Contractor: Berkshire Design Group**  
**4 Allen Place**  
**Northampton, MA 01060**

Date: January 22, 2024

Total Contract	21,400.00
Total Paid to Date:	2,210.00
Balance:	19,190.00
This Invoice:	<b>2,720.00</b>
Balance:	16,470.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period December 1, 2023 to December 31, 2023.

See attached invoice dated: January 8, 2024	<b>FY22.23 MONT \$2,720.00</b>
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I reviewed this invoice on 01/08/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,720.00**

*Director of Community Development – HRA*

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
*Authorized signature*  
Chair, Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard

\_\_\_\_\_  
*Authorized signature*  
Selectboard



4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

**INVOICE # 2023-145-3**

January 8, 2024

Project No: 2023-145

**Re: Montague - 30 Griswold St - Hillcrest Playground**

For professional landscape architectural, civil engineering and land surveying services listed below for the period December 1, 2023 to December 31, 2023:

Email invoices to: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org), [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
100% CD	\$8,500.00	58.00%	32.00%	\$2,720.00
Bidding	\$3,700.00	0.00%	0.00%	\$0.00
Construction Administration	\$9,200.00	0.00%	0.00%	\$0.00
	\$21,400.00			
<b>Subtotal Task Charges</b>				<b>\$2,720.00</b>
<b>INVOICE TOTAL</b>				<b>\$2,720.00</b>

**Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.**

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

**Statement of Accounts**

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2023-145-2	12/27/2023	\$935.00	\$0.00	\$0.00	\$0.00	\$935.00
<b>Total Prior Billing</b>		<b>\$935.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$935.00</b>

**Total Due \$3,655.00**

# Town of Montague

## Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_

Employee # 1984**General Information:**Full name of employee: Elena Pepe-Salutric Department: LibrariesTitle: Library Assistant Effective date of change: 1/23/2024**New Hire:**Permanent: X Y N If temporary, estimated length of service: \_\_\_\_\_Hours per Week: 13 Union: NAGEPay: Grade A Step 1 Wage Rate: \$16.35 (annual/ hourly)Board Authorizing: Select Board Date of Meeting: 1/22/2024**Grade/Step/COLA Change:**

Union: \_\_\_\_\_

Old Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/hourly)

New Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/ hourly)

Notes: \_\_\_\_\_

**Termination of Employment:**

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**

\_\_\_\_\_ Unpaid Leave of Absence Termination Date: \_\_\_\_\_

X Other/Specify: Elena has worked as a substitute library assistant for several months and is moving into a position with regular hours

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

**Copies to:**

\_\_\_\_\_ Employee

\_\_\_\_\_ Department

\_\_\_\_\_ Board of Selectmen

\_\_\_\_\_ Treasurer

\_\_\_\_\_ Accountant

\_\_\_\_\_ Retirement Board

# Town of Montague Personnel Status Change Notice

Authorized Signature: \_\_\_\_\_

Employee # 1984**General Information:**

Full name of employee: Easton Smith Department: Libraries  
 Title: Substitute Library Assistant Effective date of change: 1/23/2024

**New Hire:**

Permanent: X Y    N    If temporary, estimated length of service: \_\_\_\_\_  
 Hours per Week: n/a Union: n/a  
 Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \$15.00 (annual/hourly)  
 Board Authorizing: Selectboard Date of Meeting: 1/22/2024

**Grade/Step/CO<sub>LA</sub> Change:**

Union: \_\_\_\_\_  
 Old Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/hourly)  
 New Pay: Grade \_\_\_\_\_ Step \_\_\_\_\_ Wage Rate: \_\_\_\_\_ (annual/hourly)  
 Notes: \_\_\_\_\_

**Termination of Employment:**

Resignation: \_\_\_\_\_ Layoff: \_\_\_\_\_ Involuntary Termination: \_\_\_\_\_

**Other:**

\_\_\_\_\_ Unpaid Leave of Absence Termination Date: \_\_\_\_\_  
X Other/Specify: Easton will no longer work regular hours at the Carnegie Library, but will fill in as a substitute library assistant as needed  
 Termination Date: \_\_\_\_\_

**Copies to:**

\_\_\_\_\_ Employee \_\_\_\_\_ Department \_\_\_\_\_ Board of Selectmen  
 \_\_\_\_\_ Treasurer \_\_\_\_\_ Accountant \_\_\_\_\_ Retirement Board

## Summary of the *Community Solar Action Plan for the Town of Montague*

From the Montague Energy Committee, November 28, 2023

This summary is intended to help community leaders understand how the [draft Montague Community Solar Action Plan](#) (on the energy committee webpage) can be used to help identify paths forward to proactively promote solar power, in the context of residents' preferences identified by a town solar survey.

**The energy committee looks forward to engaging with town department heads and committees and boards interested in discussing this draft *Plan* and will be coordinating a Solar Forum about the draft, led by a UMass Clean Energy Extension faculty member, with plenty of time for Qs & As and feedback. Town leaders, business owners, and residents will be invited to the Solar Forum.**

The draft *Community Solar Action Plan*, developed between fall of 2022 and spring of 2023, provides a framework and proposals for specific actions town officials and residents can take to expand solar on municipal, residential and commercial properties; encourage solar installations on locations preferred by the community; and adopt bylaw amendments and permitting processes in line with residents' preferences.

It is likely that our community, along with others in our region with forests and farms, will see a significant expansion of solar power and proposals for larger scale solar in coming years, for reasons including:

- 30% federal tax credits for solar installations available over the next 10 years
- Larger scale solar developers prefer to locate solar on acres of farmland or in place of forests because it costs less under current state incentives than on rooftops and parking canopies
- Massachusetts is encouraging and is likely to further incentivize solar to meet its mandated climate emission targets
- The rapidly decreasing costs of solar
- The possibility of new financing for solar from the state's new green bank

Given this likely increase in solar, the *Plan* offers a resource to help Montague identify how best to prioritize and plan in advance for ways and locations in which it prefers to develop solar, rather than reacting to proposals as they are presented to the Town.

The draft *Plan* is a result of a thorough planning process, by two University of Massachusetts (UMass) students, with close oversight by UMass Clean Energy Extension (CEE) faculty with expertise in clean energy. It included an assessment of community solar resources, infrastructure, and town plans; projections for future solar development and electricity

demands; wide distribution of a residential solar survey; and, based on these activities, the writing of this *Plan*.

The Montague Solar Planning Committee formed to collaborate with UMass on this project, providing UMass with town plans and other Montague-specific information, reviewing draft documents developed by UMass, and assisting with outreach to promote participation by town residents in a solar survey to gather local perspectives on solar.

**The primary audiences for the *Community Solar Action Plan* are:** related town department heads and town committees/boards, including the Planning Board, Select Board, Capital Improvements Committee, Energy Committee, and Conservation Commission. The Planning Board is evaluating the recommendations in the draft *Plan* to consider further actions.

**The *Plan* includes the following and more:** Grid capacity for solar across town, the estimated amount of solar needed to meet town's future clean energy needs, potential municipal and commercial sites for larger solar arrays, estimates of solar capacity across a variety of sites throughout the town, suggestions for next steps and action items for officials and town committees/boards to take for solar planning and development.

**About the solar survey:** The survey was mailed to over 600 town residents, available at the 2023 March Town Meeting; distributed to all three libraries and the senior center; sent by email to a wide range of organizations; posted on fliers with a link to the survey at local stores and on the town home page; and sent by Town email/text alerts to residents. 249 residents responded to the survey, indicating the following preferences for solar: (details available in the [Community Solar Survey Summary](#) on the energy committee webpage)

- Highly supportive of development of larger solar arrays on previously disturbed and developed sites such as rooftops, gravel pits, parking lots
- Prefer little or no development of farmland & natural, undeveloped spaces
- Want less than 20% of solar on natural lands or farmland, though about half support allowing farming under solar panels and along edges of farmland
- Strong support for solar on municipal properties, commercial rooftops & parking lots
- Want the opportunity to be part owner of a solar project (e.g. community solar)

**Below is a sampling of some of the action items, identified by categories, in the draft *Plan*, for an idea of how the *Plan* might be used.**

**Sample municipal solar action items:**

- Exploring solar funding options for municipal projects
- Carrying out financial analyses to understand costs and benefits of specific solar options, with assistance from UMass Clean Energy Extension

### **Sample solar action items for businesses and institutions**

- Conducting a campaign to provide on-site solar evaluations and educational resources to businesses
- Engaging with owners of multi-family housing regarding solar on long-term rental properties
- Reaching out to religious institutions, social halls, or nonprofit organizations in villages without emergency shelters, to assess their interest in serving as local shelters and the feasibility of solar plus battery storage at these locations

### **Sample action items to promote large, privately-owned, ground-mounted solar**

- Reaching out to owners of large parcels not mapped as priority wildlife habitat but along electric grid power lines with capacity for larger solar arrays, to explore their interest in solar development
- Implementing bylaw updates in line with residents' solar preferences for large, ground-mounted solar

### **Sample action items for residential solar**

- Organizing and holding a community solar forum once annually to discuss options for residential solar
- Designing and distributing flyers/handouts to explain residential solar options
- Highlighting the financial feasibility of solar
  - Including a description of how to arrange a net metering agreement with a neighbor to share solar electricity generation
- Reaching out to owners of multi-unit housing to explore possibilities to grant renters the benefits of solar electricity

### **Sample action items for on-farm solar**

- Conducting outreach to owners of properties with large barn roofs identified in the *Plan*, to assess their interest in rooftop solar
- Considering outreach to other farm owners/operators noted in the CEE *Existing Infrastructure* document for Montague, to assess their interest in small-scale roof, canopy, or ground-mounted solar



# Community Solar Action Plan

for

## the Town of Montague



Photo Credit: Town of Montague

July 27, 2023

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Completed using the *Community Planning for Solar* Toolkit available at  
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UMassAmherst | Clean Energy Extension

## Executive Summary

The intent of this *Community Solar Action Plan* is to help guide future solar development within the Town of Montague by providing specific actions town residents and officials can take to develop solar on municipal properties, promote solar on residential and commercial properties, encourage solar development on locations preferred by the community, and adopt bylaw amendments and permitting processes in line with resident preferences. This Action Plan is a result of a thorough planning process, which included an assessment of community solar resources and infrastructure, distribution of a community solar survey, and based on these activities, development of this Plan. This process followed the steps outlined in the *Community Planning for Solar Toolkit* which is available on the UMass Clean Energy Extension website (<http://ag.umass.edu/solarplanning>).

The Town of Montague has been impressively proactive in pursuing solar development on municipal properties, including working with a developer to install solar on several former landfill properties and exploring opportunities for a microgrid. There are additional steps the town can take to continue to expand these efforts on developed or disturbed sites owned by the town.

Montague residents are highly supportive of solar development on previously disturbed and developed sites, while supporting little or no development of agricultural land and natural, undeveloped spaces. This Action Plan is based around a goal of achieving community self-sufficiency from solar, which would require roughly 150 MW of solar capacity, as well as exploring additional solar development to help meet state goals (160 MW). Community self-sufficiency could partially be accomplished through development of previously disturbed and developed spaces, although some limited development of undeveloped land would be required to meet this goal. Major solar assets include large rooftops and parking lots owned by businesses, institutions, and farms, many of which are located near three-phase lines in downtown Turners Falls and could safely connect to the grid. Residential rooftops and yards could also contribute a significant fraction (as much as one-quarter) of the town's future electricity needs. This Action Plan calls for outreach to residents, businesses, institutions, and farms to encourage solar development on these locations.

Montague has several gravel pits, as well as large sections of electricity transmission ROW which could be explored for solar development. There is also some potential for development along major roads or near existing development. This Action Plan recommends bylaw updates to expand the potential for large solar development on these types of sites, while also imposing more specific restrictions on solar on agricultural or natural lands. While residents are open to agrivoltaic systems or solar arrays deployed between farm fields, most agricultural areas are located away from three-phase lines and could not support solar development. Some natural areas near three-phase lines could be at risk of solar development, and conservation options could be considered in these areas.

## Terms, Abbreviations, and Acronyms used in the Plan

### *Terms*

**Photovoltaic**, or “PV,” systems are solar arrays composed of panels that generate electricity from sunlight. These panels are a different type of technology than the types of panels used in “solar hot water” or “solar thermal” systems.

**Voltage** of an electric power line can be thought of as the equivalent of pressure in a water line. The voltage of transmission and distribution power lines is typically measured in kilovolts (kV). One kilo-volt is equivalent to 1000 volts (V). In residential use in the United States, electrical wires within a household carry electricity at 120 V.

**Capacity** of a solar array is a description of the instantaneous power output of the panels at top production (i.e, in full sun). It is typically measured in kilowatts (kW) or megawatts (MW). A residential-size solar system is typically 5-10 kW in capacity. Commercial-scale solar arrays are typically 1 MW or greater in size. An average 1 MW array would cover approximately 4-5 acres of land.

**Annual generation** of a solar array is a measure of the yearly energy output produced by the panels. It is typically measured in kilowatt-hours (kWh) or megawatt-hours (MWh). In New England, annual generation is approximately equal to the array’s capacity (in DC) \*14% \* 8760 hours per year.

**DC** is the abbreviation for direct current, the type of electricity produced by solar panels. The DC capacity of a solar array is a good indication of its size, and footprint on the landscape.

**AC** is the abbreviation for alternating current, the type of electricity flowing into the grid from a solar array, after it has gone through a transformer. In the absence of energy storage, a typical DC to AC ratio for solar array capacity is about 1.25:1. However, with energy storage, that ratio can be significantly higher (close to 2:1), since excess electricity can be stored in batteries during the day, and released into the grid during the night, when the panels are not generating electricity.

**SMART** is the abbreviation for the current state solar energy incentive program (the Solar Massachusetts Renewable Target program). This program replaced earlier solar incentive programs, commonly known as “SREC” programs, in November of 2018, and was further updated through an emergency regulation in April 2020. The SMART regulation includes incentives for projects up to 5 MW AC in size. Additional incentives are available for projects located on buildings, parking lot canopies, landfills, brownfields, and “dual-use” solar and agriculture projects, as well as certain types of projects that benefit public entities, like municipalities. The updated regulation places restrictions on what types of large, ground-mounted projects can receive incentives, if they are sited on undeveloped land designated as BioMap2 Critical Natural Landscapes or Core Habitat, by the state MassWildlife Natural Heritage and Endangered Species Program.

**Microgrids** are local electricity networks with a local source of supply (e.g., solar PV) and/or storage, and are typically attached to the larger electric grid but are also able to function independently.

### ***Abbreviations & Acronyms***

**CEE** - UMass Clean Energy Extension

**DOER** - Massachusetts Department of Energy Resources

**FRCOG** - Franklin County Regional Council of Governments, the regional planning authority for Franklin County, MA

**kV** - kilo-volt

**kW** - kilowatt

**kWh** - kilowatt-hour

**MDAR** - Massachusetts Department of Agricultural Resources

**MVP** - Municipal Vulnerability Preparedness plan, a municipal planning document

**MW** - megawatt

**MWh** - megawatt-hour

**OSRP** - Open Space and Recreation Plan, a municipal planning document

**PV** - photovoltaic, the type of solar panels that generate electricity from sunlight

**sf** - square feet

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## 1. INTRODUCTION

### 1.1 Purpose

The intent of this *Community Solar Action Plan* is to help guide future solar development, municipal bylaw amendments, and solar permitting decisions within the Town of Montague. This plan also includes recommendations regarding specific activities to develop solar on municipal properties, campaigns to promote solar on residential or commercial properties, and next steps to encourage solar development on locations preferred by the community.

### 1.2 Planning Process

This draft *Community Solar Action Plan* was composed for the Town of Montague by UMass students Victoria Haskins and Caroline Williams and UMass Clean Energy Extension staff, as part of a two-semester, service-learning class at the University of Massachusetts Amherst, in which UMass undergraduates partnered with local communities to conduct a proactive, community-oriented solar planning process.

The draft *Community Solar Action Plan* developed through this project is the result of a thorough planning process, which included 1) an assessment of community solar resources and infrastructure, 2) development of town-specific alternative solar development alternatives, 3) distribution of a community solar survey and analysis of survey results, and finally, based on these activities, 4) development of this draft *Community Solar Action Plan*. This process followed the steps outlined in the *Community Planning for Solar Toolkit* which is available on the UMass Clean Energy Extension website (<http://ag.umass.edu/solarplanning>).

Before the *Community Solar Action Plan* is finalized, it will undergo review by municipal representatives involved in the project through the Solar Planning Committee and members of other relevant municipal boards (e.g. Select Board, Planning Board, Conservation Commission). It will be presented to community residents at a community forum, with the opportunity for residents to provide feedback. These review processes are expected to result in revisions which will improve the clarity, content, and implementation of the plan. The planning process was initiated in September 2022, the community survey was conducted in March-May 2023, and the community forum is expected to occur in late summer or early fall 2023.

Because Montague is one of the first towns to complete this planning process via collaboration with UMass students and staff, **we welcome and encourage comments not only on the town-specific content contained within this draft *Community Solar Action Plan*, but also on the scope, organization, and readability of information contained within this plan.** This more general feedback will help us to develop final deliverables and examples that provide greater clarity and utility for municipal representatives and community residents in towns across the state.

### 1.3 Community Goals & Plan Structure

Montague residents in general are strongly motivated to combat climate change and supportive of solar development. Based on the *Community Solar Survey*, 91% of residents are “extremely” or “moderately” concerned about climate change, and 90% reported they have a “positive” or “very positive” attitude towards solar development.



Montague residents are most supportive of solar development on already developed spaces like roofs and parking lots. A majority indicated support for developing all available gravel pits and quarries (60%), parking lots (82%), large rooftops (84%) and landfills and brownfields (86%). A majority of residents were also supportive (69%) or neutral (16%) regarding a goal of solar development sufficient to meet community needs. There was also significant support for solar development to meet anticipated regional (67%) or state (57%) needs. Montague residents are also concerned about conservation of undeveloped natural and agricultural lands within town and showed little support for developing these landscapes for solar – a majority indicated they would like to see no agricultural or natural lands developed for solar. On average, 9% of natural lands and 14% of agricultural lands were preferred to be developed for solar.

**With these results in mind, this Plan focuses on strategies and actions designed to aid in development of currently developed spaces and disturbed lands for solar, as well as exploring additional ground-mounted solar development which would be necessary to meet a goal of community self-sufficiency or to support state goals for solar development.** Based on our analysis, community self-sufficiency might ultimately require approximately 150 MW of solar development in Montague, 8.5x the current amount of solar installed. This estimate is based on future projections of energy use by 2050, including a transition from fossil fuel-powered vehicles to electric cars, and from traditional heating sources to renewable sources. Our estimates suggest this might require development of 475-675 acres of undeveloped land. To help support state electricity needs, Montague would need to develop slightly more solar – roughly 4% of its land area, or about 525-800 acres. This would equate to 160 MW of solar, 9x Montague’s current solar capacity. *[Note that these are estimates based on rough projections of future electricity needs and electricity sources. Future technological advances, land use decisions, and changes in population, community infrastructure, or energy use can be expected to lead to modifications to these estimates. It is anticipated that this plan and the calculations included herein will be revisited and updated regularly.]*

Meeting a goal of community self-sufficiency or supporting state electricity needs will require active efforts to deploy solar on developed spaces, disturbed lands, and other sites acceptable to the community. This plan is designed to help guide these efforts.

Discussions of solar development options are divided into five categories – residential, municipal, local business/institution, on-farm, and large, ground-mounted solar on private land. Within each category, we discuss the current status of existing solar capacity, community perspectives, the future potential for solar development, potential next steps, and specific action items.

Following the sections addressing solar development options is a section addressing the existing solar bylaw and how the bylaw and permitting processes could be updated to better reflect community attitudes expressed in the solar survey.

Finally, the plan concludes with a summary of action items and the anticipated timeline for when this plan will be revisited and revised.

#### **1.4 Planning Process Documents**

The final *Community Solar Action Plan* will be made available as an example on the UMass Clean Energy Extension website.

The *Community Solar Action Plan* will also be made available on the town website. Additional documents developed as part of the planning process (e.g. the *Solar Resource & Infrastructure Assessment*, the *Community Solar Survey Results Summary*) will also be made available on the town website.

## 2. MUNICIPAL SOLAR

*This section addresses solar on municipal building rooftops, municipal parking lots, and municipal properties, including public schools located within the community.*

### 2.1 Current Status

#### *Existing Infrastructure & Electricity Use*

Montague has 12 municipal facilities which are currently listed in the town's Green Communities report. The largest electricity users, from highest to lowest, are the Drinking Water & Wastewater Treatment Plant, Sheffield Elementary School, the DPW Garage, the Town Hall, Hillcrest Elementary, Colle Opera House, Shea Theater, the Carnegie Library, the Airport Office, the Millers Falls Library, the Montague Center Library, and the Parks and Recreation Fieldhouse. Additional municipal locations that use small amounts of electricity are street and traffic lights.

The town utilizes 1,486 MWh per year of electricity to supply these municipal facilities. A solar capacity of 1,143 kW (1.1 MW) would be required to generate an equivalent amount of electricity annually.

Other public buildings are shared with other municipalities or managed by special districts, and their energy use is not included above:

Great Falls Middle School and Turners Falls High School are located in Montague, but these regional schools are shared with the Town of Gill. Montague is partially responsible for the energy consumption by these buildings. In addition, the Franklin County Technical School is also located in Montague, accepting students from most towns in the county.

The following buildings are managed by special districts on behalf of the community. These include:

- The Turners Falls Fire Station is owned by the Turners Falls Fire District.
- The Montague Center Fire Department is owned by the Montague Center Fire District.
- The Turners Falls Water Department Buildings are owned by the Turners Falls Fire District.

In Montague, the town has several solar arrays located on municipal land. There are three solar arrays on a former dump site south of Turnpike Road, near Sandy Lane. The first two to be built have a combined capacity of 6.0 MW and came completely on-line in 2018. The other is a 2.72 MW system that came online in 2021. In addition, there is a 306 kW solar canopy system that also came on-line in 2021. All three systems are owned by a third party, but the town has offtaker agreements to purchase electricity from the arrays. The town purchases 24% of the power generated by the largest array, equating to about 60% of the town's electricity usage. The rest of the power from that facility is purchased by West Springfield. In addition, there are other power purchase agreements. The potential for additional solar in the vicinity of the landfill site was noted in a newspaper article in 2021. The town also owns a 32 kW system which came on-line in 2020. Solar facilities currently generate about 85% of the town's electricity usage. There is no current energy storage on town property.

### ***Current Regulatory Status***

In Montague, rooftop solar is considered a building-mounted system, it can be any size and is allowed by right in all zoning districts. The wording of the town bylaw is somewhat confusing. The building-mounted definition states:

*A solar energy installation that is permanently affixed to a building, as defined by the building code. **This definition is inclusive of canopy structures.*** [emphasis added]

It is not clear if this includes solar canopies over parking lots, or is intended to describe canopies extending out from the building. If solar canopies are not included in this category, they would fall under the “accessory ground-mounted” category (if serving primarily on-site load) and would require a Special Permit in all districts, based on their anticipated size.

### ***Community Perspectives***

Montague residents showed strong support for solar development on municipal buildings and properties. In the *Community Solar Survey*, 86% of residents indicated they felt the town should invest in solar development on municipal buildings and parking lots to meet municipal needs. An additional 11% of residents were supportive of municipal development, depending on certain factors. Some of the factors cited include where the panels would be located and how much it would cost. Respondents were concerned that the town would not have enough money to finance these projects.

In addition, 76% of residents were supportive of town investment in solar projects to support community electricity needs, with an additional 18% supportive dependent on certain factors, similar to those listed above.

Additional results relevant for municipal solar considerations:

- Most *Solar Survey* respondents are very likely (54%) or likely (35%) to support solar projects that provide back-up power for schools and emergency shelters.
- Most *Solar Survey* respondents support (26%) or strongly support (61%) development on former landfills.

## **2.2 Future Potential**

### ***Future Electricity Use***

Based on current fossil fuel use (heating oil, natural gas) to heat town buildings, we estimate roughly 986 MWh of electricity would be needed to heat municipal buildings with air-source heat pumps. In addition, if all municipal vehicles were to be converted to electric, an additional 470 MWh is estimated to be needed as an alternative to gas and diesel. Under this scenario, municipal electricity use would roughly double to 2,942 MWh, necessitating 2,263 MWh (2.3 MW) of total solar capacity to meet municipal needs.

These totals do not include electricity use by Great Falls Middle School, Turners Falls High School, the Gill-Montague special education facility, Franklin County Technical School, Turners Falls Fire Station, Montague Center Fire Department, or Turners Falls Water Department Buildings. Also not included is potential future electricity use by school buses, which are currently run on fossil fuels and owned and operated by a private company. Both

the state (<https://www.masscec.com/program/notice-intent-accelerating-clean-transportation-school-bus-actbus>) and federal government (<https://www.epa.gov/cleanschoolbus>) have recently begun providing competitive funding and/or technical support for the deployment of electric school buses.

### *Potential Energy Storage Locations*

**Montague's Public Safety Complex** (180 Turnpike Road) in Turners Falls houses the town's Police and Fire Department Headquarters. It was the subject of a recent study to determine the feasibility of constructing a microgrid, powered with solar electricity. This building has generators, but they only cover the basic needs of the building (light and heat). It would be advantageous to add a solar plus energy storage facility, to provide an additional source of back-up power to ensure emergency services are functional during an outage. The current DPW Garage is located just down the road from this building, although construction of a new DPW Garage next to the Public Safety Complex has been considered. There has also been discussion of connecting a Public Safety Complex microgrid to Turners Falls High School, located just 0.4 miles away on the same street.

**Turners Falls High School** (222 Turnpike Road) serves as a regional emergency shelter. It also houses radio equipment for communication during an emergency. The building has natural gas heat, a back-up oil system, and generators. However, according to the town's MVP Plan, Montague would be among the first locations to be cut off during times of insufficient natural gas supply. In addition, the High School boiler loses gas pressure during very cold weather and cannot operate. The backup oil system can only run for one day. With this in mind, connection to a Public Safety microgrid, or incorporation of a separate solar plus energy storage facility, would be of great value to the town and community in the event of an emergency.

**Other Potential Emergency Shelter Sites.** Given that Montague is a large town, it might be advantageous to the community to have emergency shelter locations in other villages within town. While much of Montague's municipal infrastructure is located in Turners Falls, there are libraries located in two other villages– the Millers Falls Library (23 Bridge Street) and Montague Center Library (17 Center Street). These or other municipal facilities could be considered as potential energy storage sites, serving as more localized emergency shelters. Energy storage can also reduce electricity costs at buildings with relatively high electricity use.

**Drinking Water & Wastewater Treatment Plant.** This plant provides vital services to the town. While it has back-up power, a solar plus energy storage facility would provide additional resiliency during a power outage.

### *Municipal Rooftops*

The largest roofs on public buildings are Franklin County Technical School, Turners Falls High School and a foreclosed property now owned by the Town of Montague (**Table 1**). The only rooftop that is solar ready is the Department of Public Works building, which was built within the last five years.

Structure/Ownership Status	Street Address	Total Roof Area (sf)	Estimated Technical Solar Potential (kW)
Franklin County Technical School	82 Industrial Blvd	154,104	1,511
Turners Falls High School	222 Turnpike Rd	93,048	913
Foreclosed Property (owned by Town of Montague)	20 Canal Rd	49,589	486
Sheffield Elementary School	40 Crocker Avenue	45,506	446
Hillcrest Elementary School	30 Griswold St	34,544	339
Department of Public Works	128 Turners Falls Rd	28,804	282
Shea Theater/Crocker Cutlery Apartments	61 Third St	27,254	267
Turners Falls Water Department	226 Millers Falls Rd	26,310	258
Public Safety Complex	178 Turnpike Rd	22,971	167
Turners Falls Airport	36 Industrial Blvd	14,592	106
DPW Garage	500 Avenue A	12,722	93
Town Hall	1 Avenue A	11,881	87
Turners Falls Airport	Millers Falls Rd	9,369	68
Water Treatment Facility? (Town of Montague)	34 Greenfield Rd	8,714	63
Sheffield Elementary School	35 Crocker Ave	8,081	59
Fire Station	28 Old Sunderland Rd	8,065	59
Turners Falls Airport	36 Industrial Blvd	6,939	51
Warehouse (Town of Montague)	20 Canal Rd	6,742	49
Water Treatment Facility? (Town of Montague)	92 Green Pond Rd	6,025	44

**Table 1.** Publicly owned properties with large areas of roof available for solar.

Other town buildings with roofs over 5,000 sf in area include the two elementary schools (Sheffield and Hillcrest), the Shea Theater, water treatment facilities, Turners Falls Airport buildings, the DPW Garage, the Town Hall, and one of the town's fire stations. Colle Opera House, the three libraries (Carnegie, Millers Falls, and Montague Center), and the Parks & Recreation Fieldhouse all have roofs smaller than 5,000 sf. These sites may not be economically viable for solar production but could still be considered in an on-site evaluation of municipal buildings.

Our estimate of solar potential on municipal roofs over 5,000 sf is 5,348 kW (5.3 MW). This is the technical potential, and does not take into account roof condition or shading. All of these locations would require on-site evaluations to understand actual solar potential.

Solar arrays over 50 kW in size often must connect to three-phase electricity distribution lines to interconnect to the electricity grid safely. All of the large municipal rooftops which could accommodate an array over 50 kW in size are located near three-phase lines.

### ***Municipal Parking Lots***

A number of municipal locations also have paved areas which could be appropriate for solar. The locations with the largest parking lots include several schools - Turners Falls High School, Franklin County Technical School, Sheffield Elementary, and Hillcrest Elementary. These all have large parking lots. The airport also has large, paved areas (aside from the runway), but it is possible glare could be an issue if solar were put at this facility.

Parking lots can have a packing density of approximately 263 kW per acre; the estimates of technical potential provided below are based on this figure.

Location/Ownership Status	Approximate Area (sf)	Estimated Solar Technical Potential (kW)
Turners Falls High School	4.00	1,052
Franklin County Technical School	3.00	789
Sheffield Elementary School	2.75	723
Turners Falls Airport	2.30	605
Town Hall	1.32	347
Montague Community Television	1.19	313
Public Safety Complex	1.00	263
Hillcrest Elementary School	1.00	263
Unity Park Parking Lot	0.91	224
Transfer Station/Recycling Center	0.50	132

**Table 2.** Publicly owned properties with large areas of roof available for solar.

Our estimate of total technical potential on municipal parking lots is 4,711 kW (4.7 MW). However, this is the technical potential. This estimate does not take into account driveways, logistics, economic considerations, or other considerations, and hence is likely a significant overestimate of actual potential. All of these locations would require on-site evaluations to understand use patterns, available space, and actual solar potential.

Solar arrays over 50 kW in size often must connect to three-phase electricity distribution lines to interconnect to the electricity grid safely. All the parking lots in **Table 2** which could accommodate a solar array are located near three-phase lines.

### ***Ground-Mounted Solar***

The town has former landfill and burn dump areas south of Turnpike Road, near Sandy Lane. Portions of these sites have already been developed for solar, but additional development in this vicinity is possible. The site is adjacent to three-phase power.

The town has also been exploring siting a battery storage system placed in the Canal District - specifically on the former Strathmore/Indeck properties at the north end of the island within the canal. This site is a 3-acre parcel owned by the town and is located adjacent to three-phase power. Solar at this site is also likely feasible.

According to the Massachusetts Department of Environmental Protection (MassDEP), there are also four brownfield locations in Montague that are all town-owned. Montague's brownfields are listed in **Table 3** below. In total there are 4.5 acres of identified brownfields located in Montague. If found in town, additional previously developed areas contaminated by hazardous materials could also qualify as brownfields. In total, these areas represent roughly 900 kW (0.90 MW) of potential solar development.



Former use	Current use	Address	Approximate Area (acres)
Paper mill	Town-owned, seeking re-development	20 Canal Street	1.90
Residence	Residence	34 East Main Street	1.73
Vacant lot	Vacant lot	2 Third Street	0.45
Commercial	Unlisted	Second/Third Street	0.42

**Table 3.** Brownfields located in Montague, as identified by MassDEP.

### ***Financial Considerations***

Development of solar on municipal buildings and land can be simpler in some ways than development on private land because town boards have the greatest control over determining whether these projects proceed. However, towns do not always have funding available to pay for solar projects.

Financial costs and benefits of municipal solar are dependent on many factors, including system size, system cost, electricity rates, solar incentives, federal and state tax credits, loan amount, and loan terms (interest rate, term). All of these items are site-dependent, and subject to change over time. Historically, municipal governments were unable to receive federal or state tax credits for solar development, which could make these projects more challenging from a financial perspective. However, with the recent passage of the federal Inflation Reduction Act, organizations and individuals that do not owe taxes now are eligible for a “direct payment” option, which can cover 30% of the costs of a new solar installation. This change will make small to medium-size municipally owned solar projects more financially viable. Depending on the size, location, and type of system, new solar arrays may also be eligible for solar incentives through the state SMART program on a fixed \$/kWh basis; this program has a specific additional incentive for “public” projects owned, operated, or benefitting the municipality. Alternatively, the town can earn Renewable Energy Credits for each MWh of solar energy that is generated. Some financial institutions offer loans which can be applied to solar projects or may offer specific solar loans designed to cover the costs of new solar arrays. UMass CEE can assist the town with calculations of the costs and savings associated with specific municipal solar projects.

The Commonwealth of Massachusetts is strongly supportive of solar development on former landfill sites. Projects on former landfills and brownfield sites are eligible for additional SMART incentive “adders” over and above base compensation rates, on the order of 3-4 cents per kWh. The Massachusetts Department of Environmental Protection (MassDEP) also has a website and set of guidance documents related to development of former landfill sites (<https://www.mass.gov/siting-clean-energy-at-closed-landfills>).

### **2.3 Next Steps & Action Items**

Potential next steps for municipal solar development include:



- Start planning for a solar installation on the Department of Public Works roof because this roof is already solar-ready.
- Conduct on-site evaluations of solar potential on municipal rooftops with the assistance of a solar installer. At minimum, the following sites should be included: Franklin County Technical School, Turners Falls High School and Great Falls Middle School, the two elementary schools (Sheffield, Hillcrest), the Turners Falls Water Department, the Public Safety Complex, the Town Hall, Millers Falls Library, and Montague Center Library. Evaluations should include rough quotes for installation cost and identify potential obstacles to development (e.g., roof warranties, roof structure, interconnection). The evaluations at the Turners Falls High School and Great Falls Middle School, the Turners Falls Water Department, the Public Safety Complex, and the libraries should include energy storage options to support emergency shelters or back-up power at the facilities.
- As part of on-site evaluations, include assessments of parking lot canopies at the schools, Town Hall, and Public Safety Complex.
- Determine if additional municipal roofs or parking lots should be included in the priority list noted above.
- Determine whether alternative local shelter sites would be preferable to the libraries, in villages outside of Turners Falls.
- Conduct an on-site evaluation to determine how much more of the former landfill site on Turnpike Road could be developed for solar.
- Conduct an evaluation of solar potential at the Canal District site. This should include an assessment of battery storage opportunities.
- Determine whether brownfields in Montague should be considered for re-development.
- Set up a Mass Energy Insight (MEI) account for Montague to facilitate tracking of town energy use data.
- Work with school staff to compile and analyze energy usage at Turners Falls High School and Great Falls Middle School in MEI.
- Work with school staff to compile and analyze energy usage at Franklin County Technical School.
- Continue exploration of the microgrid opportunity at the Public Safety Complex, with possible extension to the High School.
- Explore potential options to support solar development aside from direct use of town funds (e.g., ARPA funds, MVP grants, solar loans).
- Carry out financial analyses to understand costs and benefits of specific solar options (UMass CEE can assist).
- Complete a table to plan for future development, e.g.:

<b>Building/ Location</b>	<b>Address</b>	<b>Solar Potential</b>	<b>Rough Cost (\$)</b>	<b>Roof Warranty Information</b>	<b>Roof Structural Needs/ Cost</b>	<b>Energy Storage Needs?</b>	<b>Funding Sources ?</b>	<b>Anticipated Year for Development?</b>

- Explore potential for electric buses and associated charging needs for the elementary schools, Great Falls Middle School, and Turners Falls High School.

### *Action Items*

<b>Action</b>	<b>Lead Entity (or Entities)</b>	<b>Supporting Entities</b>	<b>Start Year/ Annually?</b>
Forward plans for solar installation on the DPW Building	Montague Energy Committee	Finance Committee, Select Board	
Conduct on-site solar evaluations	Montague Energy Committee	Solar Installer	
Explore microgrid opportunities	Montague Energy Committee	MassCEC	
Set up an MEI account for Montague	Montague Energy Committee	FRCOG, Green Communities Program, municipal staff	
Review energy usage data for regional middle and high schools and set up MEI account	Montague Energy Committee, Gill Energy Committee	School staff, FRCOG, Green Communities Program, school committee	
Review energy usage data for Franklin County Technical School and set up MEI account	FRCOG, school staff	Franklin County Energy Committees, Green Communities Program, school committee	
Continue exploration of microgrid opportunity	Montague Energy Committee	MassCEC	
Explore solar funding options for municipal projects	Montague Energy Committee	Finance Committee, FRCOG	
Carry out financial analyses	UMass Clean Energy Extension	Energy Committee, Finance Committee	
Create a timeline for future municipal solar development	Montague Energy Committee	Finance Committee, Select Board	

Explore opportunities for electric bus use & charging needs at Elementary Schools	Montague Energy Committee, School Committee	school staff, EPA, MassCEC, bus companies	
Explore opportunities for electric bus use & charging needs at regional Middle and High Schools	Montague Energy Committee, Gill Energy Committee	School Committee, Superintendent's Office staff MassCEC, bus companies	

### 3. RESIDENTIAL SOLAR

*This section addresses solar on residential properties, including solar on house rooftops or in residential yards.*

#### 3.1 Current Status

##### *Existing Infrastructure & Regulatory Status*

Currently, Montague has about 290 small-scale solar systems representing a total of 2,034 kW of solar capacity. Most are residential systems, which have an average size of 7.26 kW in Montague. Roughly 8% of households have a residential solar system.

In Montague, residential systems fall under the category of building-mounted or accessory ground-mounted solar installations in the town's bylaw. Roof-mounted systems can be any size. Ground-mounted systems always require a special permit in Neighborhood Business, Central Business, and Recreation-Education. In the Residential 1 (RS-1) zoning district they require a special permit if the panel surface area exceeds 150 sf. In all other districts, a special permit is required if exceeding 500 sf. Because 150 sf of panels is roughly equivalent to 2.25 kW and 500 sf of panels is roughly equivalent to 7.5 kW, it is likely that all residential systems in the RS-1 district would require a Special Permit, and many in other districts would as well.

##### *Community Perspectives*

In the *Community Solar Survey*, Montague residents indicated strong support for residential solar development, with a large majority indicating that they felt “positive” or “very positive” about solar panels on residential roofs (88%) and in residential yards (78%). Only 6-8% felt negative about these types of systems.

Major reasons residents cited for not already having a system installed were upfront cost (45%), not owning the property (23%), the property being too shaded (21%), or not knowing enough about their options (18%). Other reasons cited included taking away from the house appearance/value, having a slate roof, or lacking a south-facing roof.

Of residents who did not currently have a solar array installed at their home, a large percentage were open to the possibility. A majority (53%) of respondents said they were interested in having solar panels installed at their home, 24% were not sure, and only 23% were not interested.

#### 3.2 Future Potential

##### *Solar Potential on Residential Rooftops & Yards*

Potential residential solar capacity in Montague can be estimated through several different methods. If solar were installed on all small building roofs in town, the total technical potential would be 24 MW. However, installing solar on many roofs may not be technically or economically feasible, due to shading, roof structures, and economies of scale (i.e., installing scattered, small systems on very small roofs may not make financial sense). Based on estimates of shading on residential properties, it may be more reasonable to assume about 68% of residential properties in Montague have roofs or unshaded yard space available for solar (see *Solar Infrastructure and Resource Assessment* for more

details). Currently, the average size of a residential solar PV system in Montague is 7.26 kW). If 68% of homes were to install a solar PV system of this size, it could provide about 18.5 MW of solar electricity generation capacity. This would be equivalent to about 12% of the electricity generation capacity anticipated to be needed in the future to support 100% of the community's electricity needs with solar power.

Residential solar PV systems are typically sized to generate enough electricity to cover current household electricity needs. A 5.5 kW residential solar PV system can generate what works out to an average of 600 kWh of electricity per month (the average household monthly electricity use in Massachusetts), with higher solar generation occurring in summer months and lower generation during the winter. Average monthly electricity use in Montague is 623 kWh, which is similar to the state average. The average size of a household solar PV system in Montague is 7.26 kW (rough average generation of 787 kWh per month), which suggests current solar systems in town are located on houses with higher-than-average electricity use or are designed to meet more than current electricity needs.

As personal vehicles and home heating systems are converted to electricity-based systems, we predict average household electricity use in Montague could increase by roughly 2.5x, necessitating a system of roughly 14.4 kW to offset future household electricity demand. Ultimately, if 68% of households were to install a 14.4 kW system to meet future electricity needs, residential systems could contribute 36.8 MW of solar. This is equivalent to 24% of the estimated 150 MW of solar capacity needed to offset Montagues anticipated future electricity demand.

Montague has many multi-family housing units, which would be particularly good locations for solar, since they tend to have larger roofs. As a historic farming community, there are also some residential properties with large barns. These locations are detailed in Appendix B of the *Solar Resource & Infrastructure Report*, and would be a good target for outreach efforts.

### ***Financial Considerations***

Financial costs and benefits of a residential solar are dependent on a number of factors, including the system size, system cost, electricity rates, solar incentives, federal and state tax credits, loan amount, and loan terms (interest rate, term). All of these items are site-dependent, and subject to change over time. Despite high interest rates and minimal solar incentives, our estimates suggest that residential solar systems are nevertheless currently a financially feasible option for Montague residents, because the cost of a monthly electricity bill is at this time higher than the cost of a solar loan payment, so a resident with a new solar system installed could pay less per month for electricity than one without, and after the loan is repaid, the solar system will continue to generate free electricity.

For example, UMass Five College Credit Union currently offers solar loans at a rate of 7.24% for 10 years or 7.49% for 15 years. Currently, there is a federal tax credit rebate of 30% of the cost of an installed solar system, in addition to a \$1,000 tax credit available for Massachusetts state taxes. Solar incentives through the state SMART program have dropped to \$0 for residential systems (<25 kW) in Montague. However, as an alternative to the SMART program, residents can earn Renewable Energy Credits for each MWh of solar

energy that is generated; RECs currently can be sold for about \$34 per REC, although that number is expected to decrease over time, and our estimates use an average value of \$22 per REC. With federal tax credits, state tax credits, and solar incentive payments, the monthly payment on a 15-year loan on the remaining balance for an 7.26 kW system priced at \$3.59/kW (the Franklin County average according to [MassCEC](#)) is below the monthly cost of electricity generated by a system of that size that would appear on an Eversource electricity bill. For a 10-year loan, there is significant cost to the customer over the first 10 years (\$180-\$450 per year), but the net value is positive due to avoided electricity costs (\$35,000 over 25 years, not adjusted for the opportunity cost of not investing the money elsewhere). The resident would likely need to replace the inverter for the system after about 10-12 years, but would still make money over the course of the PV system lifespan.

The financial balance could be more challenging for low-income residents. However, there are some potentially feasible options available. The nonprofit Capitol Good Fund last year began offering “DoubleGreen” solar loans at a fixed rate of 3.1%-4.2% for 25-year terms for low-income ratepayers in Rhode Island, which if offered in Massachusetts could make solar PV systems economical for low-income residents here. Through the passage of the federal Inflation Reduction Act, low-income residents who do not owe taxes are now eligible for a direct payment equal to 30% of the installed cost of a new residential solar system. In addition, low-income residents are currently eligible for an approximately \$0.009 per kWh state solar incentive, or the REC payment of \$34/MWh described above. Affording a solar loan might still be challenging for some low income (R-2) customers, who are eligible for reduced electricity rates to begin with, and therefore might have difficulty obtaining a monthly loan payment that is lower than their reduced electricity bill. UMass CEE can assist in estimating the specific financial costs and benefits for Montague residents.

### 3.3 Next Steps & Action Items

#### *Potential Next Steps*

Since there is strong interest and support for residential solar, there is potential for a large increase in solar capacity on residential roofs and in residential yards. The major barriers to overcome appear to be 1) lack of knowledge of options, 2) financial concerns, 3) logistical challenges with locating solar PV systems on some shaded residential properties, and 4) lack of participation in solar programs by landlords.

#### **Public Information Sessions**

In order to overcome general hesitancy, address concerns, and increase resident knowledge, Montague residents could benefit from annual or semi-annual public information sessions about residential solar, highlighting state and federal incentives and solar loan options, addressing safety concerns, and elucidating the range of options available. Some recommendations regarding these sessions include:

**Speakers and content.** It would be helpful to include participation by town residents who have had solar installed, and who could speak to the benefits and any challenges associated with installing a residential solar array. This session could include specific financial information (see below), opportunities for neighbors to coordinate on solar installations, and, importantly, information for landlords and renters.

**Financial analysis of residential systems.** CEE is happy to work with Montague to provide a simple calculator to help residents at a public forum estimate the costs and benefits of a solar system that meets their needs and specifications.

**Specific solar loan programs available through financial institutions.** CEE plans to compile a list of institutions involved in solar financing around the state, and specific solar loan programs, which could be addressed included the public forum. The state's [Mass Solar Loan](#) program is no longer active. If revived, it would be helpful to include information about this program as well.

#### **Handouts and Factsheets**

In addition to information sessions, factsheets/handouts with content similar to that provided at Public Information Sessions could be distributed at annual Town Meeting or other local events.

#### **Opportunities to Share Solar**

Forested residential properties, as are common in Montague, may not be appropriate for solar. Residents may in some cases choose to cut some trees to provide an opening for solar, but this is not always possible or preferred. In addition, Montague has many renters whose landlords may not be interested in installing solar on their properties. Creative approaches are necessary to provide residents of shaded properties and renters the benefits of solar. Solutions to give these residents access to solar include:

**Neighbors helping neighbors.** Residents with properties that could host solar have the opportunity to install a larger system that meets more than their current needs. There are not clear financial models available at present to have neighbors jointly own a small array and share in tax credit benefits. However, there are straightforward pathways for net metering agreements between community residents to share in the

benefits of solar generation. In this situation, a resident with a large roof might install and own a system larger than that necessary to meet their own needs, then net-meter electricity credits over to a different community member's account through a form known as a Schedule Z. It is possible (and common) to establish a legal contract which could guarantee the price per net metering credit - providing the project host/owner a known income each year - and such an agreement could include a commitment to pay a portion of upfront installation costs.

**Community solar array.** If about one-third of residential properties in Montague cannot host solar, there is likely to be appetite for community solar for people who own shaded properties. In addition, there may be renters who plan to stay in the area long-term, but don't have a property on which they can install solar. It is worth considering whether there are properties where a community-owned project on public or private land could be owned by a group of local residents.

### **Residential Solar Campaign**

The town Energy Committee or a committed group of residents could conduct a [Solarize Mass](#)-style campaign to encourage multiple households to install residential solar PV systems at the same time. The Solarize Mass program is no longer active, but the campaign tools developed as part of the program are still available. The benefits of such a campaign include neighbor support in the purchasing of a solar array and the opportunity to work through challenges together, as well as the feeling of participation in a collective, community effort. In addition, residential solar campaigns can lead to lower installation costs, due to economies of scale associated with the solar installer working on multiple projects in one location.

### **Specific Next Steps**

Based on the above, specific potential next steps for residential solar development include:

- Organize and hold a community solar forum once annually to discuss options for residential solar development.
- Design and distribute flyers/handouts to explain residential solar development options, highlighting their financial feasibility, and including a description of how to arrange a net metering agreement with a neighbor to share solar electricity generation.
- Research sites in each neighborhood around town which could be potential sites for community-shared solar facilities, possibly incorporating battery storage, so as to allow for an emergency shelter site in each neighborhood during an outage.
- Conduct a residential solar campaign once every # years, with a goal of recruiting # households per campaign.
- Reach out to owners of multi-unit housing to explore possibilities to grant renters the benefits of solar electricity.



### *Action Items*

<b>Action</b>	<b>Lead Entity (or Entities)</b>	<b>Supporting Entities</b>	<b>Start Year/Annually?</b>
Organize and hold a community solar forum	Montague Energy Committee	CEE, Solar Installers, Financial Institutions	
Design and distribute a residential solar handout			
Research sites around town which could support community-shared solar facilities			
Conduct a residential solar campaign			
Reach out to owners of multi-family housing			

## 4. SOLAR FOR BUSINESSES AND INSTITUTIONS

*This section addresses solar on commercial and institutional buildings and parking lots.*

### 4.1 Current Status

#### *Existing Infrastructure*

The majority of smaller solar facilities in Montague are residential, not commercial or institutional. There are five medium-scale (greater than 25 kW to 500 kW) solar facilities in Montague, totaling 498 kW.

There are a number of large buildings and large paved areas on commercial and institutional properties which might be suitable for solar (see *Future Potential* below).

#### *Current Regulatory Status*

In Montague, rooftop solar is considered a building-mounted system, it can be any size and is allowed by right in all zoning districts. The wording of the town bylaw is somewhat confusing. The building-mounted definition states:

*A solar energy installation that is permanently affixed to a building, as defined by the building code. **This definition is inclusive of canopy structures.** [emphasis added]*

It is not clear if this includes solar canopies over parking lots, or is intended to describe canopies extending out from the building. If solar canopies are not included in this category, they would fall under the “accessory ground-mounted” category (if serving primarily on-site load) and would require a Special Permit in all districts, based on their anticipated size. If not serving primarily on-site load, they could be subject to general restrictions on solar energy facilities, and only allowed by Special Permit in the Industrial and Historical-Industrial districts with a Special Permit.

#### *Community Perspectives*

Residents expressed strong support for development on developed spaces generally. A majority supported 100% of large roofs and parking lots being developed. Residents were also asked if a business using solar energy would affect their attitude toward the organization: 65% of residents answered that it would make them feel more positive towards the organization, and 29% said it would make them more likely to purchase goods or services from the organization. Less than 1% of people said it would make them feel negatively towards the organization. Overall, people felt very positive towards solar panels on businesses and institutions.

### 4.2 Future Potential

We identified a number of businesses and institutions which could be approached regarding their interest in installing solar arrays on commercial rooftops or as solar canopies over existing parking lots.

#### *Commercial & Institutional Rooftops*

Rooftops can provide roughly 1.5 kW of solar per 100 sf of suitable roof space. On medium roofs (5,000-25,000 sf), about 49% of the roof area is suitable for solar; on larger roofs (25,000+ sf) about 66% of the roof area is suitable for solar.

There are 71 commercial and institutional rooftops in Montague with areas over 5,000 sf, totaling 1.5 million sf in area and 13.6 MW of technical solar potential. The largest rooftops in Montague (over 10,000 sf) are shown in **Table 4**. All commercial and institutional roofs over 5,000 sf are listed in Appendix A.

Structure/Ownership Status	Street Address	Total Roof Area (sf)	Estimated Technical Solar Potential (kW)
Judd Wire	124 Turnpike Rd	253,121	2,483
Heat Fab	130 Industrial Blvd	141,198	1,385
New England Extrusion, Inc.	Industrial Blvd	101,873	999
Hillside Plastics	262 Millers Falls Rd	71,516	701
Mayhew Steel Products	199 Industrial Blvd	70,105	688
Walgreens	250 Avenue A	65,877	646
LightLife Foods	Rear LightLife Way	59,366	582
Montague Machine Co.	15 Rastallis St	55,830	548
Atlantic Golf & Turf	27 Industrial Blvd	52,367	514
Paperlogic	36 Canal Rd	49,771	488
Franklin County Home Care	330 Montague City Rd	46,654	458
253 Farmacy Recreational Weed Dispensary	253 Millers Falls Rd	29,947	294
JaDuke Center - Performing Arts	110 Industrial Blvd	21,087	154
FirstLight Hydro Facility	15 Cabot St	19,725	144
Turbosteam Manufacturing	161 Industrial Blvd	17,908	130
Business Complex	320 Avenue A	16,883	123
Pioneer Aviation Building (Airport)	40 Industrial Blvd	14,696	107
Rubin's Auto Service	194 Millers Falls Rd	14,612	106
US Geological Survey (Government Building)	1 Migratory Wy	14,251	104
Sirum Equipment Co Inc.	310 Federal St	13,692	100
US Geological Survey (Government Building)	1 Migratory Wy	13,522	98
Office	282 Avenue A	12,397	90
Business Complex	123 Avenue A	12,224	89
Montague Housing Authority Maintenance	41 Sunrise Terrace	12,068	88
Office	241 Millers Fall Rd.	11,696	85
Baystate Health Hospital	8 Burnham St	11,147	81
Office	42A Canal Rd.	10,421	76
Millers Falls Rod & Gun Club	210 Turners Falls Rd.	10,351	75

**Table 4** The 28 largest roofs owned by businesses or private institutions with large areas potentially suitable for solar. All commercial and institutional roofs over 5,000 sf are included in Appendix A.

Almost all of these locations are in or near downtown Turners Falls and in close proximity to three-phase lines. The only exceptions are the buildings on Federal Street and Turners Falls Road.

### ***Commercial & Institutional Parking Lots***

Potential sites for solar canopies on parking lots owned by businesses or institutions are summarized in **Table 5**. Parking lots can have a packing density of approximately 263 kW per acre<sup>1</sup>, but because the paved areas noted here in some cases include driveways,

estimates of technical potential based purely on acreage are likely to be overestimated. All of these locations would require on-site evaluations to understand use patterns, available space, and actual solar potential.

Location/Ownership Status	Approximate Area	Estimated Solar Technical Potential (kW)
Montague Machine Co.	2.03	534
Food City, Salvation Army	1.80	473
Unity Park Community Garden	1.73	455
Kelter Ronald A Nursing Home	1.63	429
Montague Elks Lodge	1.60	421
Shady Glen	0.85	158
Our Lady of Peace Church	0.63	166
Montague Housing Authority Maintenance	0.60	158
Basketball Court	0.53	139
Highland School Apartments	0.53	139

**Table 5** Privately owned properties with large areas of parking lots suitable for solar.

Solar arrays over 50 kW in size often must connect to three-phase electricity distribution lines to interconnect to the electricity grid safely. All of the parking lots in **Table 5** are located near three-phase lines.

### ***Financial Considerations***

Financial costs and benefits of commercial and institutional solar are dependent on many factors, including system size, system cost, electricity rates, solar incentives, federal and state tax credits, loan amount, and loan terms (interest rate, term). All of these items are site-dependent, and subject to change over time. Currently, there is a federal tax credit of 30% of the cost of an installed solar system, in addition to a \$1,000 tax credit available for Massachusetts state taxes. Through the passage of the federal Inflation Reduction Act, non-profit organizations who do not owe taxes are now eligible for a direct payment equal to 30% of the installed cost of a new solar system. Depending on the size, location, and type of system, new solar arrays may also be eligible for solar incentives through the state SMART program on a fixed \$/kWh basis; alternatively, businesses and institutions can earn Renewable Energy Credits for each MWh of solar energy that is generated.

Some financial institutions offer business loans which can be applied to solar projects or may offer specific solar loans designed to cover the costs of new solar arrays. For example, UMass Five College Credit Union currently offers solar loans for up to a 10-year term. More information about financing and other aspects of solar for businesses and institutions can be found at: <https://www.masscec.com/resources/commercial-solar-information-hub>

### 4.3 Next Steps & Action Items

Potential next steps for solar development on at businesses and institutions include:

- Conduct outreach to the businesses and institutions in town with the largest roofs and parking lots (Tables 4 and 5) to assess their interest in solar or solar plus energy storage on roofs or over parking lots. Stress solar survey results indicating local support for businesses that use solar energy.
- Turners Falls has many businesses with significant space on rooftops and parking lots. Conduct a door-to-door campaign to provide on-site solar evaluations and educational resources to businesses in this village. Consider whether a similar campaign might also be feasible in Millers Falls.
- If using town libraries as local emergency shelter sites (outside of Turners Falls) is not feasible, reach out to religious institutions, social halls, or nonprofit organizations in other villages to assess their interest in serving as local emergency shelters and the feasibility of solar plus battery storage at these locations.
- Assist interested businesses with estimation of costs and rebates.
- As noted above, reach out to owners of multi-family housing regarding solar on long-term rental properties.

#### *Action Items*

[To be filled out based on what Energy Committee and other municipal boards want to take on in the next 3-5 years.]

Action	Lead Entity (or Entities)	Supporting Entities	Start Year/Annually?

## 5. ON-FARM SOLAR

*This section addresses solar on farms, including solar arrays on farm buildings and greenhouses, solar canopies designed to shelter parked farm vehicles, and ground-mounted solar development on land owned by farm businesses or actively farmed.*

### 5.1 Current Status

#### *Existing Infrastructure*

Montague has many active farms and significant acreage in agricultural production. Based on Mass GIS Land Cover data, the town has roughly 631 acres in cultivation and 553 acres in pasture or hay production. 965 acres of agricultural land are protected in perpetuity through an Agricultural Preservation Restriction. In addition, at least 57 properties totaling 722 acres participate in the Chapter 61A program for the purposes of agricultural production (not including productive woodlots).

Farms and agricultural businesses in Montague include:

- Big Foot Food Forest: 16 Hatchery Road
- Boulder Top Farm: 8 Richardson Road
- Brook's Bend Farm: 119 Old Sunderland Road
- Falls Farm CSA: 202 Old Sunderland Rd
- Great Falls Aquaculture: 1 Australia Way
- Great Falls Harvest: 50 3<sup>rd</sup> Street
- Little Song Farm: 119 Old Sunderland Road
- Our Family Legacy Farm: 442 Turners Falls Road
- Ox and Robin: 131 Chestnut Hill Loop
- Red Fire Farm: 184 Meadow Road
- Ripley Farm: 11 W Chestnut Hill Road
- Sugarbush Farm: 47 Davis Road
- They Keep Bees: 258 Greenfield Road
- Waidlich Farm: East Mineral Road
- Xenophon Farm: 80 Sunderland Road

Many of these farms are clustered along the Connecticut River.

There are many roofs on barns, farm buildings, and greenhouses which could be suitable for solar (see *Future Potential*).

There is some existing solar on Montague farms; Red Fire Farm (184 Meadow Rd) has one solar-powered greenhouse, featuring 9,461 sf of solar panels on its roof, with a solar energy capacity of 66 kW.

#### *Current Regulatory Status*

Solar arrays on the roofs of barns and other agricultural structures (likely including greenhouses) would be considered building-mounted systems; as stated previously, these are allowed by right in all zoning districts.

Ground-mounted systems serving on-site load would fall under the "accessory ground-mounted" category and would require a Special Permit in all districts, based on their

anticipated size. Standalone solar energy facilities are only allowed in the Industrial and Historical-Industrial districts under the current town bylaw, and hence likely could not be built on agricultural land.

### *Community Perspectives*

Montague residents were generally not supportive of widespread ground-mounted solar development on farmland. In fact, a slim majority of respondents indicated that they wanted no agricultural land developed for solar; the average percentage was 15%.

However, residents did respond more favorably to certain types of solar facilities installed on farms. These included:

- Solar panels raised above agriculture land to allow farming to continue beneath (50% support/26% neutral)
- The edges of active agricultural land converted to solar (47% support/28% neutral)

Residents expressed strong opposition to traditional solar development on land currently in vegetable production (87% oppose) or hayfields/pasture (71% oppose). There was somewhat less opposition to development of fallow farmland not currently in production (51% oppose/20% neutral/29% support).

## **5.2 Future Potential**

### *Rooftops and Greenhouses*

There are approximately 131,200 sf of roofs over 5,000 sf on barns and other agricultural buildings which could be suitable for solar. In addition, there are approximately 26,500 sf of existing greenhouses in Montague. These total at least 1,130 kW (1.1 MW) of solar potential.

Locations with the greatest potential for roof-mounted solar on farm rooftops are summarized in **Table 6**. All of these roofs would require on-site evaluations to review the underlying roof structure, identify any shading concerns from adjacent vegetation, identify roof-mounted equipment that could interfere with the placement of solar panels, and determine actual solar potential.

Note that we identified no large parking lots associated with agricultural businesses.



Structure/Ownership Status	Street Address	Total Roof Area (sf)	Estimated Technical Solar Potential (kW)
Great Falls Aquaculture	1 Australia Wy	69,300	680
Greenhouse - Red Fire Farm	184 Meadow Rd	9,461	TBD
Greenhouse - Red Fire Farm	184 Meadow Rd	9,105	TBD
Barn - Agricultural	South Ferry Rd	8,846	64
Greenhouse - Red Fire Farm	184 Meadow Rd	7,986	TBD
Barn - Agricultural	Old Greenfield Rd	7,324	53
Barn - Agricultural	Meadow Rd	5,982	44
Barn - Agricultural	Meadow Rd	5,973	43
Barn - Agricultural	8 Wills Ferry Rd	5,838	43
Barn - Agricultural	Meadow Rd	5,791	42
Barn - Agricultural	Meadow Rd	5,704	42
Barn - Agricultural	157 East Mineral Rd	5,532	40
Barn - Agricultural	310 Federal St	5,477	40
Barn - Red Fire Farm	172 Meadow Rd	5,415	39

**Table 6.** Agricultural buildings with large roofs suitable for solar.

The largest three agricultural rooftops in Montague could potentially host a solar array over 50 kW in size. The largest two, on Australia Way and South Ferry Road, are both located near three-phase lines. The site at Old Greenfield Road is not near three-phase lines, but given that it is only 53 kW, it would not be unduly limited in capacity by the presence of single-phase lines. Solar arrays under 50 kW in size can typically safely connect to single-phase or three-phase electricity distribution lines.

In addition to rooftops, Montague has a number of large greenhouses which could be converted to solar greenhouses. Farmers could all consider opportunities to install new solar greenhouses or solar canopies used to shelter vehicles.

### ***Ground-Mounted Solar: Agrivoltaic & Conventional Ground-Mounted Systems***

Montague residents were generally not supportive of ground-mounted solar development on farmland, but did respond more favorably to agrivoltaic facilities and installations on the edges of agricultural fields.

#### **Agrivoltaic Projects**

All farms, but particularly those which graze livestock (including dairy cows) or carry out hay production, might be interested in pursuing an agrivoltaic project.

“Agrivoltaic” refers to agricultural production and electricity production from solar PV panels occurring together on the same piece of land. These facilities may also be referred to as agrisolar, “dual-use,” or co-location of solar and agriculture. Rows of solar panels in these systems are generally placed further apart and raised higher above the ground to

allow agricultural activities to continue to be conducted beneath them, ensure crops receive appropriate sunlight, and make it possible for farm vehicles to easily access all areas in agricultural production.

Agrivoltaic systems are still relatively new, and their economic potential in the temperate Northeast is still being explored. There is currently a lack of robust research and information on (1) the agricultural productivity of these systems, (2) the economic impacts of dual-use systems on farms and farmers, and (3) the effect of these systems on the broader agricultural economy. In general, agronomists are relatively comfortable with the idea that pasture and hay fields can be anticipated to produce reasonable yield of hay or forage, but less is known about the appropriateness of these systems for fruit and vegetable production. UMass Extension is currently working with project partners to better study and understand the agricultural yield and economic aspects of these systems (see <https://ag.umass.edu/clean-energy/research-initiatives/dual-use-solar-agriculture/researching-agricultural-economic-impacts-of-dual-use-solar>).

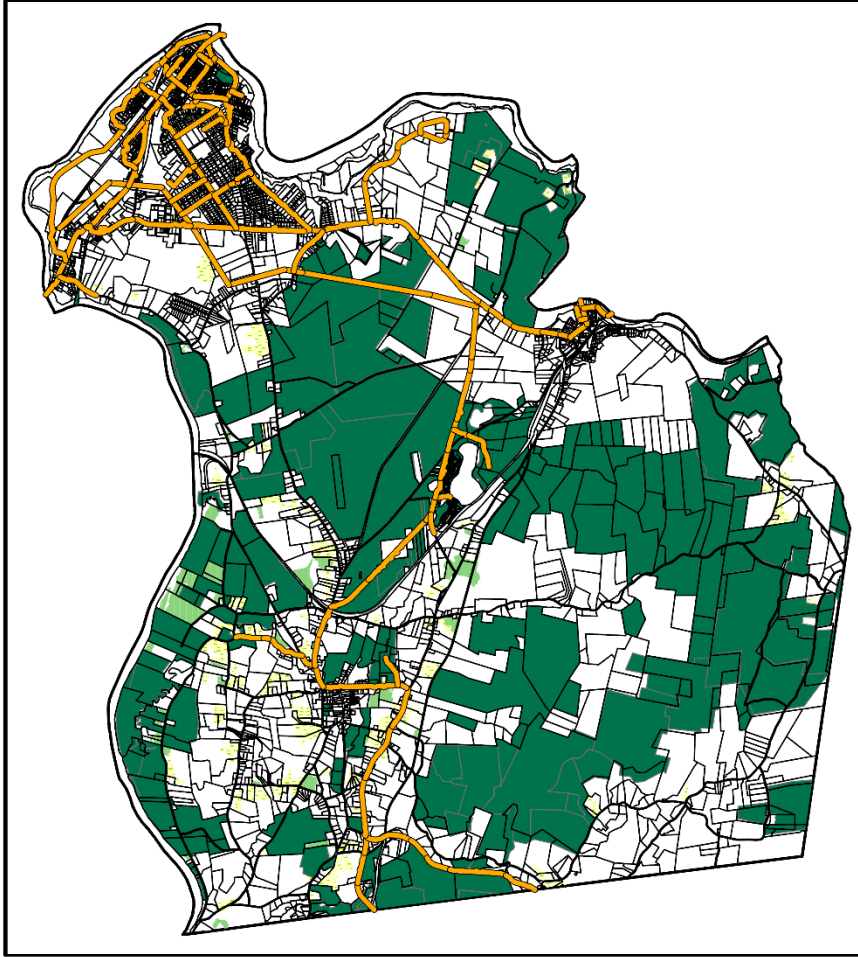
### **Conventional Projects**

Residents expressed strong opposition to traditional solar development on land currently in agricultural production. However, residents were open to smaller projects installed in the margins of farm fields, and had mixed feelings towards solar arrays installed on fallow farmland.

### **Locations for Ground-Mounted Systems**

Small solar projects (under 50 kW) could be interconnected to the grid anywhere in town where distribution lines are present. Currently, larger projects (>50 kW) are likely only feasible in areas serviced by three-phase distribution lines, or areas within roughly ½ mile of those lines.

As apparent in **Figure 1** below, Montague has an extensive network of three-phase lines, but many of these are concentrated in the northern part of town, away from large areas of open land. Large sections of the town are permanently protected from development, and there are only a few locations where cultivated land, hayfield, or pasture is located near three-phase lines. Given the limited distribution of unprotected, agricultural land in Montague, development of large-scale solar projects on or adjacent to agricultural land may not be a widely applicable option in the community.



**Figure 1.** Map showing Montague, with three-phase lines in orange, hayfield and pasture in light yellow, cultivated land in light green, and permanently protected land in dark green.

### ***Financial Considerations***

Financial costs and benefits of rooftop, greenhouse, or parking canopy solar projects on farms are dependent on many factors, including system size, system cost, electricity rates, solar incentives, federal and state tax credits, loan amount, and loan terms (interest rate, term). All of these items are site-dependent, and subject to change over time. Agricultural projects are eligible for the same federal and state tax credits as other types of systems. These types of projects are also likely to be eligible for SMART solar incentives (on a fixed  $\$/\text{kWh}$  basis) or Renewable Energy Credits (for each MWh of solar energy generated, RECs are sold at auction). Grants to develop solar PV projects that support on-farm energy needs may be available through the state's Agricultural Energy Grant Program.

Agrioltaic projects may be eligible for an Agricultural adder through the SMART program. In order to qualify for incentives, these projects must be 25 kW in size or larger. To be economical, these projects are often much larger – the average size of standalone dual-use agricultural projects currently in the state program is roughly 3.2 MW DC ( $\sim 15$  acres), although one Agricultural project of 25 kW ( $\sim 1$  acre) has been constructed.

Conventional, ground-mounted solar projects may also be eligible for SMART solar incentives or RECs. Current SMART program regulations place some restrictions on solar development on agricultural land – some large, conventional developments on recently active agricultural land may not be eligible for incentives.

### 5.3 Next Steps & Action Items

- Conduct outreach to Red Fire Farm to assess their interest in roof-mounted solar and additional solar greenhouses to support farm needs or sell electricity to neighbors.
- Conduct outreach to Great Falls Aquaculture and owners of other properties with large barns roofs (Table 6) to assess their interest in roof-mounted solar.
- Consider outreach to other farm owners/operators noted in *Existing Infrastructure* to assess their interest in small-scale roof, canopy, or ground-mounted solar.
- Assist interested farms with evaluating and applying to grant opportunities for agricultural energy projects, as well as evaluating costs and benefits of other financing structures.

#### *Action Items*

[To be filled out based on what Energy Committee and other municipal boards want to take on in the next 3-5 years.]

Action	Lead Entity (or Entities)	Supporting Entities	Start Year/Annually?
	Agricultural Commission		

## 6. LARGE, GROUND-MOUNTED SOLAR ON PRIVATE LAND

*This section addresses large, ground-mounted solar development on private land, including solar projects sited on previously disturbed sites (e.g. gravel pits, quarries, right-of-ways, private landfills, brownfields) and those sited on undeveloped land (e.g. forest, meadow, shrubland) not addressed under On-Farm Solar.*

### 6.1 Current Status

#### *Existing Infrastructure*

##### **Current Land Use**

According to Mass Audubon's *Losing Ground* report, Montague ranks 40th in the state in terms of the total amount of protected land, with 7,915 acres (39%) of the town under permanent protection. One-tenth of the land area of Montague is currently developed for housing, businesses, or other purposes.

Despite having a large percentage of conserved land, the town also has a significant acreage of privately owned forest and other natural habitat that is not conserved, which means the potential for large, ground-mounted solar development on undeveloped land remains.

##### **Solar Infrastructure**

Montague has **three** large-scale facilities (greater than 500 kW) totaling about 14 MW. Two of the large-scale ground-mounted solar arrays were addressed in the municipal section and are located on an old town landfill.

A third solar facility is a 23-acre facility between Lake Pleasant Road, Lake Pleasant Access Road, and Millers Falls Road. It has a design capacity of 4.2 MW (4,176 kW) and was authorized to interconnect to the grid in 2018.

##### **Grid Infrastructure**

Montague has an extensive network of three-phase lines, primarily concentrated, as noted previously, in the northern sections of town.

The following areas of town have three-phase power:

- Northern portions of Montague, especially downtown Turners' Falls and Montague City, which are both served by multiple three-phase power lines.
- Three-phase lines extend northeast from Turners Falls to the Turners Falls Airport on Millers Falls Road and Industrial Blvd.
- One three-phase line enters Millers Falls via Millers Falls Road, serving Crescent Street, South Prospect Street, and Newton Street.
- One three-phase line extends south along Lake Pleasant Road, serving Lake Pleasant, as well as Turners Falls Road south from Swamp Road to Center Street and Route 63. Meadow Road is also served by an off-shoot of this line.
- This line continues south along Route 63 to Montague's southern border, also providing service to North Leverett Road.

The remainder of town is largely served by single-phase lines.

### *Current Regulatory Status*

Large ground-mounted solar (exceeding 2,000 sf of panel surface area) is prohibited in all districts except for the Industrial and Historical Industrial Districts, where it is permitted by Special Permit with Site Plan Review. These districts cover areas on the margins of Turners Falls, as well as between Turners Falls and Millers Falls.

### *Community Perspectives*

In the *Community Solar Survey*, Montague residents expressed support for solar development on some types of previously disturbed lands. Residents indicated a strong preference for large, ground-mounted solar development on former landfills and brownfields (87% support/9% neutral), former sand/gravel extraction sites (85% support/11% neutral) and electricity transmission line right of ways (78% support, 15% neutral).

For all other types of forested and open natural habitats, 70-93% of residents expressed opposition to development. These habitats included meadows, shrublands, and large and small patches of new growth or mature forest, as well as priority wildlife habitat. A majority of residents wanted to see no natural lands developed for solar, and the average percentage of preferred development was 9%. (Some development of undeveloped land would be needed to meet solar goals of community self-sufficiency or help meet state goals – both options support by residents - but it would be equivalent to 4% or less of agricultural and natural lands.)

In another portion of the survey, residents did indicate support for development along major roads (64% support/17% neutral), which in Montague could include Routes 63 and 47.

## **6.2 Future Potential**

### *Constraints on Large, Ground-Mounted Solar Development*

Development of large, ground-mounted solar on large private properties in Montague is likely to be constrained by a number of factors. For all sites, these factors include 1) opportunities for interconnection to the electricity grid, 2) the locations of property owners willing to lease or sell their land for solar development, 3) potential project scale, and 4) eligibility for state solar incentives. For undeveloped lands, 5) existing conservation restrictions and 6) wetlands protections are also an important factor. While factor 2 cannot be determined without direct consultations with specific landowners, factors 1, 3, 4, 5, and 6 can be assessed in some detail.

**Interconnection Opportunities.** Large solar facilities require three-phase power lines in order to interconnect to the grid, so in the near-term, large facilities are most likely to be proposed in areas of town served by or adjacent to three-phase power. Areas currently served by three-phase power are described in the *Grid Infrastructure* section above.

**Existing Conservation Restrictions.** As noted above, roughly 39% of Montague's land area is under permanent protection and ineligible for solar development. Additionally, at least 2,121 acres (10.5%) are in temporary protection due to participation in the



Chapter 61, 61A, or 61B programs. Participation in these programs does not exclude the possibility of solar development but could make development economically unfavorable if back-taxes are required to remove the land from the program, or may allow the town right-of-first-refusal on any property lease or sale.

**Wetlands Restrictions.** The presence of wetlands on a property may also limit the extent of development, since solar development is prohibited on wetlands and buffers around a protected wetland are often required. Solar development is regulated within 100 ft of most wetlands and water bodies, and within 200 ft of most perennial streams and rivers, according to state law.

**Eligibility for State Solar Incentives.** In addition to the need for interconnection to three-phase lines, in order for solar development to be economically feasible, large-scale projects may need or desire to qualify for state solar incentives. At present, with limited exceptions, the current state solar program (SMART) does not provide incentives for solar facilities sited on land mapped as BioMap2 habitat or for parcels on which more than 50% of the habitat is mapped as BioMap2.

**Project Scale.** An important aspect of economic viability for solar projects is project scale. Because interconnection costs are high and often fixed, as well as due to economies of scale, the larger the solar project, the more financially feasible it tends to be. With this in mind, the larger the area available for development, the more likely it is to be attractive to solar developers. Large parcels of land (e.g., 5-10 acres or more) are likely to be of greater interest for development, especially if few or no protected land resources are present (e.g., wetlands, water bodies, BioMap2 habitat).

The following sections describe different types of locations where large, ground-mounted solar could be developed, couched within the context of these constraints.

### ***Disturbed Sites***

There are a number of previously developed and disturbed sites in Montague, in addition to the municipal landfill sites and brownfields discussed previously.

**Sand and Gravel Operations.** Tax parcel data identifies two properties with sand-and-gravel operations along Federal Street, and one other mining/quarrying operation, located at 9 Woodland Drive. Little disturbance is evident at 9 Woodland Drive, although it could be associated with the larger operation on an adjacent property along Federal Street. That property currently has roughly 4-5 acres of land disturbed as part of the sand and gravel operation, out of a total of 17.5 acres. If that site becomes inactive, developing the current 4-5 acres could yield 1 MW of solar capacity. Developing the full property for solar would support roughly 3.5 MW of solar capacity. The other sand-and-gravel site is on the western side of Federal Street near the southern border of town. This site has roughly 1.6 acres of disturbed land. The full lot is roughly 15 acres. This site, if it became inactive, could support 0.3 MW of development on the disturbed area, or 3.0 MW on the full lot.

**Other Disturbed Areas.** We also looked at land identified as “bare land” using MassGIS land cover data in order to identify any additional disturbed sites. There are some areas of bare soil around the Hillside Plastics building on Millers Falls Road, but these appear to be used as storage areas for large shipping containers and hence are likely not suitable for

solar. On Turnpike Road there are roughly 5 acres (1 MW potential) of disturbed land near Demers Landscaping. Some of this area is being used as a storage site for materials, but some could likely be developed for solar – or the entire site could, if it became inactive for its present use.

### ***Rights-of-Way***

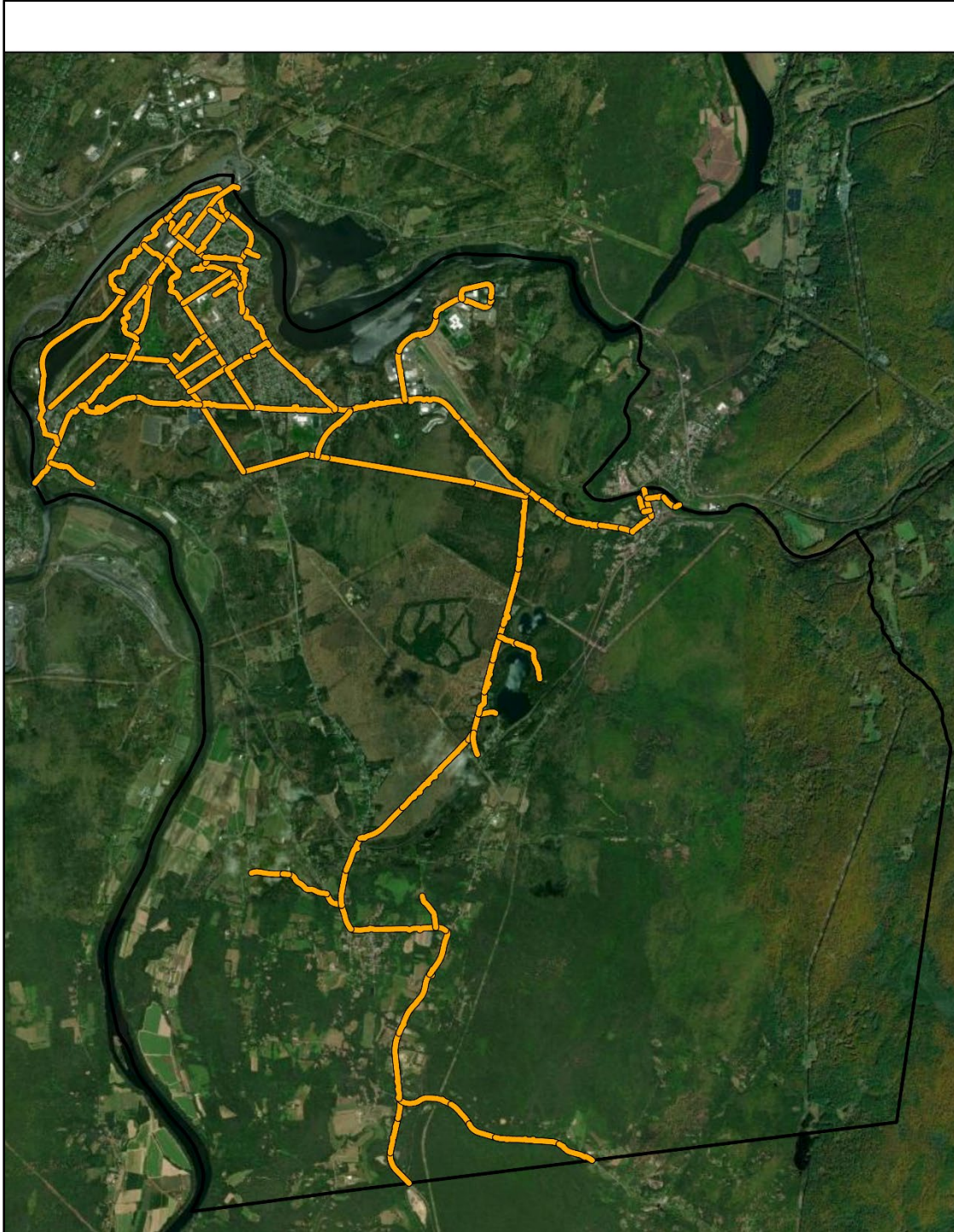
There are three electricity transmission right-of-ways (ROWs) that run through Montague (**Figure 2**). One cuts in a zig zag through the central part of Montague. It is 5.3 miles long and roughly 180 feet wide. The total area is 115 acres. A second transmission line runs down the south-east corner of Montague. It is 4.5 miles long and 180 feet wide. This has a total area of 100 acres. A third transmission line runs from the southern end of Montague to the substation on the north-west side of Montague. This is 8.7 miles long and roughly 150 feet wide. This has a total area of 160 acres.

It is likely that much of this area would not be suitable for solar, due to steep slopes, viewshed considerations in high-elevation portions of the ROW, and bordering trees providing too much shade on the edges of the ROW.

ROWs are located immediately under transmission lines, but solar arrays are more typically connected to distribution lines or directly to substations. In Montague, the second ROW (in the northeast corner) is far from any three-phase lines, and runs through large areas of protected land. However, the other two ROWs are criss-crossed by three-phase lines in several locations, and the third transmission ROW described runs directly to the Montague Cabot substation.

A major challenge in developing ROWs is that there is not a common practice of developing electricity transmission ROWs for solar. Utility companies typically prefer to keep these areas clear to allow for easy maintenance of transmission lines as well as underlying vegetation. However, this land area represents a potentially untapped resource for solar across Massachusetts. In the *Community Solar Survey*, residents were strongly supportive of solar development in transmission right-of-ways.





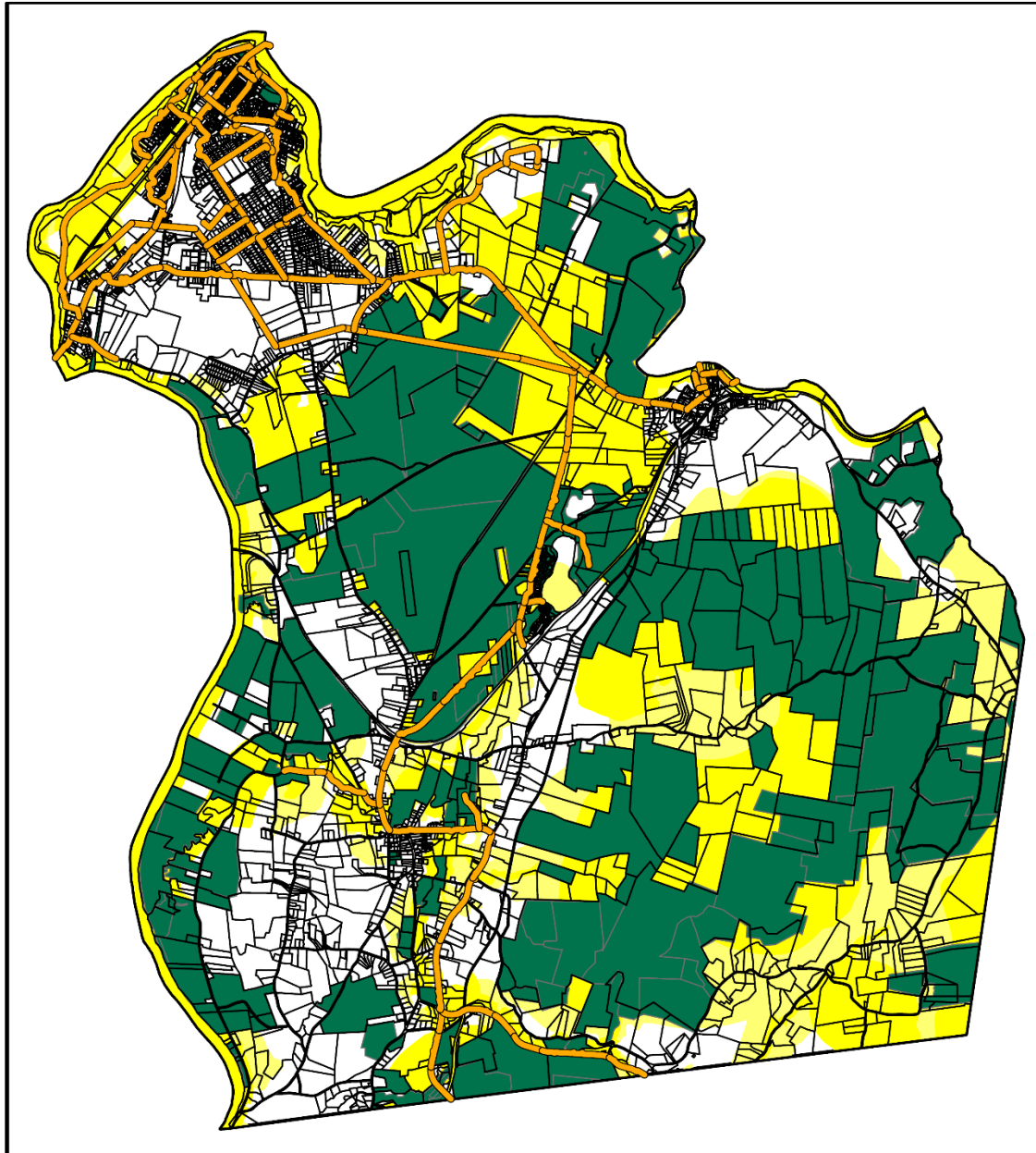
**Figure 2.** Map showing transmission ROWs running through Montague. Town borders are shown in black, three-phase lines are shown in orange; the ROW appears in satellite imagery as a pale, tan lines against green forest and other land uses.

### ***Parcels Adjacent to Major Roads***

*Community Solar Survey* results showed that residents were generally opposed to development of undeveloped land, but supported solar development in parcels along major

roads. Routes 47 and 63 run through portions of Montague, but only Route 63 has three-phase power along a portion of its length, south of Center Street to the town's southern border. As shown in **Figure 3**, much of this southern portion of Route 63 runs through areas that are permanently protected and/or mapped as important wildlife habitat. Just north of North Leverett Road, there are some properties, particularly on the east side of Route 63, that are not mapped as important habitat and not currently protected.

If three-phase power were to be extended up Route 63 towards Millers Falls, there are additional areas through the central portion of Montague and again just outside of Millers Falls along Route 63 that are not protected and not mapped as priority habitat.



**Figure 3.** Map showing Montague, with three-phase lines in orange, BioMap2 core habitat and critical natural landscapes in dark and light yellow respectively, and permanently protected land in green.

### *Other Locations*

Because Montague has so much land that is mapped as important habitat or is permanently protected, it is difficult to identify large parcels appropriate for large-scale solar development. However, it is worth noting several locations:

- Sections of Taylor Hill Road are not mapped as priority habitat for wildlife. These areas are not served by three-phase power currently, but could be of interest for solar development if the grid was built out in this area.
- Solar development south of Turnpike Road in Montague City could be expanded.
- East of Millers Falls and Lake Pleasant are some large areas not mapped as important wildlife habitat, which back up to an ROW. Three-phase power would only need to be extended about 0.25 miles to serve this area.

### *Financial Considerations*

Financial costs and benefits of solar projects on disturbed sites are dependent on many factors, including system size, system cost, electricity rates, solar incentives, federal and state tax credits, ownership structure, and financing. All of these items are site-dependent, and may be subject to change over time. Solar projects on previously disturbed sites are eligible for the same federal and state tax credits as other types of systems. These types of projects are also likely to be eligible for SMART solar incentives (on a fixed \$/kWh basis) or Renewable Energy Credits (for each MWh of solar energy generated, RECs are sold at auction).

### **6.3 Next Steps & Action Items**

- Reach out to the owners of disturbed sites identified in this section to consider whether solar development might be a possibility.
- Reach out to Eversource (with CEE assistance) regarding community interest in development of ROWs.
- Reach out to owners of large parcels along southern Route 63 that are not mapped as priority wildlife habitat to explore their interest in large-scale solar development.
- Reach out to owners of large parcels east of Millers Falls not mapped as priority wildlife habitat to explore their interest in large-scale solar development.
- Reach out to owners of parcels south of Turnpike Road in Montague City to assess the possibility of expanding solar facilities in this vicinity.
- Reach out to Eversource regarding the potential extension of three-phase power north along Route 63 and east of Millers Falls to support additional solar development.
- Work with Franklin Land Trust or other land conservation organizations to identify at-risk parcels near three-phase lines of high conservation and recreation value and preserve them.
- Implement bylaw updates in line with resident preferences around development (see next section).

### *Action Items*

[To be filled out based on what Energy Committee and other municipal boards want to take on in the next 3-5 years.]

Action	Lead Entity (or Entities)	Supporting Entities	Start Year/ Annually?



## 7. MUNICIPAL ZONING, BYLAWS, & PERMITTING

### 7.1 Current Status

#### *State Law regarding Solar Zoning Bylaws*

Local zoning laws are regulated by [Massachusetts General Law Chapter 40A Section 3](#). The section relevant to solar zoning states that “*No zoning ordinance or by-law shall prohibit or unreasonably regulate the installation of solar energy systems or the building of structures that facilitate the collection of solar energy, except where necessary to protect the public health, safety or welfare.*” There has been much debate over what constitutes regulations that are necessary to protect public welfare, and whether this might include restrictions imposed to protect environmental or agricultural resources of value to the general public. In a recent case, *Tracer Lane II Realty, LLC v. City of Waltham*, the Massachusetts Supreme Judicial Court ruled that the City of Waltham could not impose a restriction that effectively limited large-scale solar development to no more than 2% of the municipality’s area. However, it did not address what would be an area reasonable to exclude from large-scale solar development would be. This limitation on local zoning is important to keep in mind when reviewing or updating the town’s bylaw. Law firms that commonly work with municipalities recommend basing updates on extensive planning efforts (such as this one) and ensuring that any restriction is grounded in an easily articulated reason related to public health, safety, or welfare. Always check with Town Counsel before implementing any changes.

#### *Municipal Bylaws*

Montague’s zoning bylaw was updated in February 2019. The solar bylaw is intended to encourage solar energy installations and facilities with minimal environmental impact which are located on roofs, over parking lots, and on degraded sites.

The bylaw categorizes installations by location, size, and purpose.

- Building-mounted solar energy installations are permanently affixed to a building and appear to be permitted by right in all zoning districts with a building permit. Canopies are included in this category, although not clearly defined.
- Accessory ground-mounted solar energy installations are mounted on the ground or on a non-building structure (supports) and the energy collected is primarily used on-site. These types of systems often require a Special Permit, dependent on size (see **Table 7**).

Zoning District	Requirement
Neighborhood Business, Central Business, and Recreation-Education	Special Permit Required
RS-1	Special Permit Required if exceeding 150 square feet of panel surface area (roughly 2.25 kW)
All other districts	Special Permit Required if exceeding 500 square feet of panel surface area (roughly 7.5 kW)

**Table 7.** Requirements for ground-mounted solar energy installations by Zoning District.

- “Solar energy installations” are mounted on the ground, occupy more than 2,000 sf (about 30 kW capacity), and primarily serve off-site load. These types of systems are only allowed in Industrial and Historical-Industrial districts with Site Plan Review and a Special Permit.

Solar energy installations require submittal of detailed Site Plans and are subject to numerous requirements regarding lighting, signage, vegetation management, tree removal, and other environmental and aesthetic concerns.

### *Community Perspectives*

Based on the *Community Solar Survey*, residents provided the following information regarding their preferences for town permitting policies and processes relative to solar:

- 67% of residents believe that the development of large, ground mounted solar energy should be allowed and promoted in appropriate circumstances and an additional 17% believe it should be encouraged and promoted generally.
- Residents are interested in having community involvement in planning for large-scale solar energy projects. A majority of respondents want to have information shared at public meetings, and they want to be able to review and comment on the siting and design. They also want to be involved in deciding the best place in town for the solar project and believe voters should have the right to vote on solar projects before they have been approved. Residents want communication with the solar developer, including being able to express concerns directly to the developer. Finally, residents want the opportunity to be a part-owner of the project.
- Residents were especially interested in supporting solar projects when there were certain community benefits attached. These included reduced electricity rates for residents and reduced property taxes. It also helped if a solar installation could provide jobs for residents or back-up power to a school, emergency shelter, or senior housing.
- Residents expressed that they did not know about the process of solar permitting and development. In fact, 56% said they were not sure and/or not aware of the process. However, they did express interest in being more involved in the process and learning more.

## **7.2 Next Steps & Action Items**

As noted above, a majority of residents are unsure or unaware of the solar permitting process in Montague. It would be beneficial to provide information on the town’s website and distribute information about the permitting process, perhaps as a part of sharing information about this solar planning process.

Montague’s bylaw aligns well with resident preferences in multiple respects, including the streamlining of permitting for rooftop solar, permitting of solar to serve on-site loads, and limitations on large, ground-mounted development. The town’s permitting process, in conforming to state Opening Meeting Law, meets residents’ desires for information-sharing at public meetings and an opportunity to comment on siting and design of large solar arrays. However, there are some aspects of the bylaw which could be updated to better align with state law, as well as with community preferences as identified in the *Community Solar Survey*, including resident support for a solar goal of community self-sufficiency.

**With review by Town Counsel, the town may wish to consider the following updates to the solar bylaw:**

**Solar Canopies.** As noted in Section 2, solar canopies over parking lots may be included in the definition of building-mounted structures, but the language in the bylaw is not clear. Given residents' support for these types of structures, it would be advantageous to clearly include them in the building-mounted solar category, or to add a separate category for these systems, allowing them by right with a building permit in all districts (while perhaps requiring Site Plan Review for systems over a certain size).

**Accessory Solar Definition.** Accessory ground-mounted solar installations could be better defined. There is no limit on the size of these systems as included in the definition, but the subsequent definition (solar energy facilities) states that it applies to projects over 2,000 sf – perhaps implying that accessory systems are intended to be limited to no more than 2,000 sf. In addition, these systems are intended to “primarily” support on-site electricity needs, but this term could also be better defined – what fraction of the energy must be used on-site? If a business owns multiple properties around town and net-meters energy from the solar facility to another nearby property, could that also be considered accessory use?

The limit on the size of these systems allowed by right is at most 500 sf, and is 0 sf or 150 sf in some districts. Given that residents are supportive of small-scale ground-mounted systems, we recommend allowing these systems by right in all districts, at least up to the largest size needed for residential systems, which would be roughly 1,700 sf or 25 kW.

**Introduce “Medium-Scale” Solar.** To allow for easier installation of medium-scale ground-mounted systems in the margins of farm fields, adjacent to buildings, along major roads, as solar canopies over parking lots, and in other configurations supported by residents, the town may wish to develop a category for “medium-scale” solar. Many communities allow “medium-scale” solar by right in all districts with Site Plan Review, up to a specified size or area (for example, 250 or 500 kW, or 1 or 2 acres).

**Expand Zoning for Large-Scale Solar Installations.** Currently, the bylaw suggests that any ground-mounted solar facility over 2,000 sf (30 kW) is prohibited outside of Industrial and Historical Industrial districts. Even if the town introduces a medium-scale solar definition (for projects up to 250 or 500 kW), we still recommend considering expansion of the locations that larger systems (500 kW and above) could be located. The Industrial and Historical Industrial districts take up a relatively small portion of the municipality, and it is possible that this restriction is in conflict with state law. In addition, these districts do not include large areas of electricity transmission ROW, some areas of low conservation value along major roads, and other disturbed sites where survey respondents indicated they would support solar development. If large-scale installations were allowed in most zoning districts, the town would simultaneously want to impose additional restrictions related to placement on forest, wildlife habitat, and agricultural lands – the language of these restrictions could be determined in consultation with UMass, Mass Audubon, local land trusts, and other relevant conservation organizations.

**Forest Clearing.** The provision that limits clearing of mature trees could be more clearly defined and could be altered to allow for tree clearing with off-site compensatory mitigation. A “mature tree” does not appear to be defined in the bylaw. Requiring

maintaining one mature tree on-site for every tree that is cleared for a solar facility does limit the extent of forest clearing on a particular parcel. However, it does not necessarily succeed in meeting environmental goals of limiting habitat fragmentation and reducing encroachment on mature forest. For example, at a previously disturbed site or forested area adjacent to developed areas, it may be better from an environmental perspective to develop the whole site, rather than retain low-quality forest and develop a second facility elsewhere, which could be sited on higher-quality habitat. Rather than require that half of the mature trees on any individual parcel be retained, the town could allow for off-site compensatory mitigation through preservation of higher-quality forest habitat in other parts of the town (e.g., through a conservation restriction).

Whatever the details of the forest clearing provision, the town may also wish to consider establishing a “lookback” period for tree removal. If no “lookback” is established, a property owner could easily log the majority of a forested property and then sell or lease the property to a solar developer in the subsequent year, without violating the provisions of the bylaw or allowing for town oversight.

**Pesticide Use.** The restriction in the town’s current bylaw on herbicide use may conflict with Massachusetts Department of Agricultural Resources (MDAR) authority over pesticide use. The town may wish to check with Town Counsel.

## 8. SUMMARY

### 8.1 Summary

This section provides a summary of the Action Items noted throughout this Plan.

### 8.2 Plan Review

This plan will be reviewed and updated in [5?] years by the Energy Committee in consultation with the Planning Board, Conservation Commission, and Select Board. Updates will consider progress made since the original plan was developed, and may require revisiting steps of the *Community Planning for Solar* process, including the *Solar Resource & Infrastructure Assessment* and *Community Solar Survey*.

### 8.3 Action Items

*This section will provide a table of Action Items, summarizing briefly each item, indicating which municipal board, committee, or group of residents is responsible for taking the lead on next steps, and indicating the projected timeline (calendar dates). The table will also include the anticipated timeline for action plan review and revision.*



## Appendix A

Table of institutional and commercial roofs over 5,000 sf in area.

Structure/Ownership Status	Street Address	Total Roof Area (sf)	Estimated Technical Solar Potential (kW)
Judd Wire	124 Turnpike Rd	253,121	2,483
Heat Fab	130 Industrial Blvd	141,198	1,385
New England Extrusion, Inc.	Industrial Blvd	101,873	999
Hillside Plastics	262 Millers Falls Rd	71,516	701
Mayhew Steel Products	199 Industrial Blvd	70,105	688
Walgreens	250 Avenue A	65,877	646
LightLife Foods	Rear LightLife Way	59,366	582
Montague Machine Co.	15 Rastallis St	55,830	548
Atlantic Golf & Turf	27 Industrial Blvd	52,367	514
Paperlogic	36 Canal Rd	49,771	488
Franklin County Home Care	330 Montague City Rd	46,654	458
253 Farmacy Recreational Weed Dispensary	253 Millers Falls Rd	29,947	294
JaDuke Center - Performing Arts	110 Industrial Blvd	21,087	154
FirstLight Hydro Facility	15 Cabot St	19,725	144
Turbosteam Manufacturing	161 Industrial Blvd	17,908	130
Business Complex	320 Avenue A	16,883	123
Pioneer Aviation Building (Airport)	40 Industrial Blvd	14,696	107
Rubin's Auto Service	194 Millers Falls Rd	14,612	106
US Geological Survey (Government Building)	1 Migratory Wy	14,251	104
Sirum Equipment Co Inc.	310 Federal St	13,692	100
US Geological Survey (Government Building)	1 Migratory Wy	13,522	98
Office	282 Avenue A	12,397	90
Business Complex	123 Avenue A	12,224	89
Montague Housing Authority Maintenance	41 Sunrise Terrace	12,068	88
Office	241 Millers Fall Rd.	11,696	85
Baystate Health Hospital	8 Burnham St	11,147	81
Office	42A Canal Rd.	10,421	76
Millers Falls Rod & Gun Club	210 Turners Falls Rd.	10,351	75
Business - Manufacturing	26 North Leverett Rd	9,590	70
Firstlight Electricity Generation Facility	26 Power St	9,522	69
Franklin Survival Center	96 4th St	9,079	66
Business - Manufacturing	15 Rod Shop Rd	8,958	65
Business - Manufacturing	10 Industrial Blvd	8,645	63
Business Complex - Restaurants	33 East Main St	8,612	63

JaDuke Theater	110 Industrial Blvd	8,485	62
United Arc	294 Avenue A	8,353	61
Business Complex	107 Avenue A	8,192	60
Kustom AutoBody Garage	48 Randall Rd	8,082	59
Business Complex	76 Avenue A	7,727	56
Business	400 Avenue A	7,720	56
Catholic Church	80 Seventh St	7,555	55
FastLights Lighting	47 J St	7,529	55
Marks Rentals Garage	484 Federal St	7,522	55
Business - Manufacturing	10 Industrial Blvd	7,168	52
Industrial - Firstlight Electricity Generation	0 Avenue A	7,154	52
Church	148 L St	7,134	52
Warehouse - Commercial	7 Rod Shop Rd	7,031	51
Great Falls Discovery Center	2 Avenue A	6,926	50
Medical Offices	Rear Burnham St	6,788	49
Business Complex	104 Avenue A	6,656	48
Office Complex	176 Ripley Rd	6,636	48
Business Complex	161 Avenue A	6,616	48
Shanahan Construction	298 Avenue A	6,575	48
Business Complex	82 Third St	6,486	47
Element Brewing Company	16 Bridge St	6,473	47
Business Complex	Unity St	6,353	46
Church	19 Bridge St	6,107	44
Barn - State DFG	W Chestnut Hill Rd	6,002	44
Barn - Commercial	Rear Montague City Rd	5,991	44
Offices of Dolan & Dolan	170 Avenue A	5,852	43
Social Hall	197 Avenue A	5,713	42
Offices	15 Power St	5,488	40
Business Complex	52 Avenue A	5,442	40
Jarvis Pools & Spas	72 Unity St	5,329	39
Business - Funeral Home	1 Kostanski Sq	5,308	39
Warehouse - Commercial	314 Montague City Rd	5,272	38
Social Hall	1 Elks Ave	5,224	38
Brick & Feather Brewery	320 Avenue A	5,158	38
Church	4 North St	5,148	37
Business - Closed	5 Millers Falls Rd	5,140	37
Country Club/Golf Course	29 Country Club Ln	5,121	37

**TOWN OF MONTAGUE**  
**CONTRACT FOR INFORMATION TECHNOLOGY SERVICES**

TOWN OF MONTAGUE, MASSACHUSETTS

**AGREEMENT**

THIS AGREEMENT made this **22th** day of **January, 2024** by and between the **TOWN of MONTAGUE**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Avenue A, Turners Falls, MA 01376, hereinafter referred to as the “TOWN”, and **SUZOR IT**, a business located principally at **54 Sentinel Elm Road, Athol MA 01331**, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of proposals for the purchase, delivery and service of Information Technology Support Services, hereinafter “the Services”; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and Attachment A: Price Quote and Service Description. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. If there is any inconsistency between any of the Contract Documents, the terms most favorable to the Town shall govern.
2. THE WORK. The Work consists of obtaining and servicing the Services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2024 and shall expire on June 30, 2025, unless extended at the discretion of the Town up to a maximum of three total years; unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above in accordance with the payment schedule appearing in the CONTRACTOR’s Price Proposal, included herein as Attachment A.
  - B. The acceptance by the CONTRACTOR of final payment for services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of a complete and satisfactory written Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement. The TOWN is not obligated to purchase the Services, unless it so elects in accordance with the payment schedule referenced in Paragraph 4 above.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.

A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability and Property Damage combined	\$1,000,000 per occurrence
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Automobile Liability

Bodily Injury and Property Damage Liability combined	\$1,000,000 per occurrence
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Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
Umbrella or Excess Liability	\$2,000,000 per occurrence (claim) and Aggregate

- B. All policies shall identify the TOWN as an additional insured (except Professional Liability and Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

- A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such

termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and which shall constitute the same instrument. The exchange of counterparts by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement by the parties hereto. Signatures of Town and Grantee delivered by electronic or facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR: Suzor IT

TOWN OF MONTAGUE, MA  
By its: Selectboard

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**Attachment A: Price Quote and Service Description  
Suzor IT via SHI, Inc**



Pricing Proposal  
Quotation #: 24248986  
Created On: 12/5/2023  
Valid Until: 1/5/2024

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**MA-City of Montague Town Hall**

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**Wendy Bogusz**

1 Avenue A  
Turners Falls, MA 01376  
United States  
Phone: (413) 863-3200 ext. 108  
Fax:  
Email: selectscity@montague-ma.gov

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**Public Sector - Inside  
Account Executive**

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**Andrew Aromando**

290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 732-564-8517  
Fax:  
Email: andrew\_aromando@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Gov IT Department Base - IT Department level services based on the Scope of Services. - Gov 3 Base 80 Workstations Suzor IT - Part#: NPN-SUZOR-MANAG-A Contract Name: IT Hardware and Services Contract #: ITC73 Coverage Term: 7/1/2024 – 6/30/2025	1	\$44,130.08	\$44,130.08
Total			\$44,130.08

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**Additional Comments**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# Local Gov Service Plans

## Purchased Plan

Services Provided	Gov Plan 1	Gov Plan 2	Gov Plan 3	Gov Plan 4
Virtual Office M-F 7:30am to 4:00pm	✓	✓	✓	✓
Ticketing & On-Demand In-Person Support	✓	✓	✓	✓
24/7 Infrastructure Monitoring	✓	✓	✓	✓
24/7 Incident Response	✓	✓	✓	✓
Procurement Management	✓	✓	✓	✓
Annual Consolidated Purchasing	✓	✓	✓	✓
Asset Inventory & Lifecycle Management	✓	✓	✓	✓
Online Self-Paced Training	✓	✓	✓	✓
Analytics & Reporting	Yearly	Semi-Annual	Quarterly	Monthly
Workstation Backup & EDR	15 Workstations Included	50 Workstations Included	80 Workstations Included	130 Workstations Included
Office 365 Backup	15 Users Included	50 Users Included	80 Users Included	130 Users Included
Proactive In-Person Support	✗	Bi-weekly, 1 day	Weekly, 1 day	Weekly, 2 days
Annual IT Assessment	✗	✓	✓	✓
IT Project Management	✗	✓	✓	✓
Assigned Director of IT	✗	✗	✓	✓
Attend Dept. Head Meetings Regularly	✗	✗	✓	✓
Custom Employee Onboarding Experience	✗	✗	✗	✓
Semi-Annual In-Person IT Training	✗	✗	✗	✓
3rd Party External Penetration Testing	✗	✗	✗	✓
<b>Annual Base Price:</b>	<b><u>\$14,980.59*</u></b>	<b><u>\$43,815.81*</u></b>	<b><u>\$44,130.08*</u></b>	<b><u>\$105,389.32*</u></b>
<i>Annual Add-On User/Workstation</i>	<i>\$998.71*</i>	<i>\$876.32*</i>		<i>\$810.69*</i>

\*Reflects actual price quote based on OSD Contract ITC73.

Release

In consideration of the sum of Thirty Four Thousand Eight Hundred Twenty-Seven Dollars and Thirty-Six Cents (\$34,827.36), paid to the Town of Montague by Attorney Steven M. Ballin and Ballin & Associates, LLC for Leon Laster, the receipt whereof is hereby acknowledged, the Town of Montague does for itself, its predecessors, successors and assigns, hereby remises, releases and forever discharges Attorney Zachary M. Ballin, Attorney Steven M. Ballin, Ballin & Associates, LLC and Leon Laster, Melissa Seymour, Timothy Seymour, Devin Seymour, The Hanover Insurance Group, and The Citizens Insurance Company of America (hereinafter referred to as "Releasees") of and from all actions, causes of action, debts, liens, suits, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in LAW and EQUITY, which against said Releasees or their heirs and assigns, the Town of Montague, its predecessors, successors and assigns, ever had or will have in the future on account of amounts paid or to be paid in the future in connection with injuries Leon Laster received in an incident while on duty as a Montague Police Officer on October 13, 2019.

Town of Montague  
By:

\_\_\_\_\_  
(Print Name): Richard Kuklewicz  
(Print Title): Selectboard Chair  
Hereunto Duly Authorized

Dated: January 22, 2024