

# **Town of Sharon, Massachusetts**



## **REQUEST FOR PROPOSALS**

**Right to Lease Town Land  
to Develop a Solar PV Facility at  
the Closed Municipal Landfill and  
Solar Canopies over  
Town Parking Lots and Paved Areas  
in the Eversource MA East Area**

|                                       |                     |
|---------------------------------------|---------------------|
| <b>RFP issued</b>                     | <b>6 June 2019</b>  |
| <b>Pre-proposal meeting/site tour</b> | <b>20 June 2019</b> |
| <b>Submittal date</b>                 | <b>18 July 2019</b> |

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The Town of Sharon, Massachusetts (the Town) is soliciting proposals from private developers to develop, finance, install/construct, own and operate a solar photovoltaic (PV) facility at a 34.7-acre parcel of Town-owned land at 156 Mountain Street, which is the site of the Town's closed landfill (the Landfill). The Landfill stopped accepting waste in 1985 and was capped in 1996. Development of a ground-mounted solar PV array on the Landfill would require a ballasted foundation to avoid damaging the Landfill cap.

The Town is also soliciting proposals from private developers for the right to develop, finance, install/construct, own and operate canopy-mounted solar PV panels over a set of Town parking lots and paved areas as described herein. Respondents can provide proposals for solar PV at the Landfill only, for solar PV on canopies only, or for both opportunities.

The Town is located within the Eversource MA East service territory. The procurement will be conducted in accordance with Massachusetts procurement law at M.G.L. Chapter 30B. The Town intends to award development rights to the respondent(s) providing the most advantageous proposal(s) per evaluation criteria set forth herein. RFP documents will be available on **June 6, 2019** for download at no charge from the Town's website at <https://www.townofsharon.net/home/energy-advisory-committee/pages/solar-rfp>

A **mandatory** pre-proposal meeting shall be held at **10 a.m. on June 20, 2019**, at the Sharon Public Safety Administration Building, 213 S. Main Street, Sharon MA, followed by site visits to the Landfill and to potential canopy sites. Potential respondents must provide a contact name, address, phone and e-mail to [energy@townofsharon.org](mailto:energy@townofsharon.org) to RSVP to attend the pre-proposal meeting and to receive addenda and responses to questions. Submit questions on the RFP in writing by email preferably before July 2, 2019, to [energy@townofsharon.org](mailto:energy@townofsharon.org). No questions will be accepted or answered within seven days prior to the due date of the RFP. Respondents are solely responsible for all costs for responding to the RFP. The Town will not pay for or reimburse such costs on any basis.

Proposals shall be received until **11:00 am, Thursday, July 18, 2019**, at the Select Board Office, Sharon Town Hall, 90 South Main Street, Sharon, MA 02067. Proposals received timely shall be opened privately. The Town shall post a list of all respondents. Technical Proposal and Price Proposals shall be submitted in separate sealed envelopes. Price Proposals shall remain sealed until Technical Proposals have been evaluated.

The Town reserves the right to reject any and all responses not submitted in full compliance with the requirements of and applicable to this RFP, and to waive minor informalities in whole or in part, if the Town in its sole discretion deems it to be in its interest to do so.

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Town of Sharon, Frederick Turkington, Chief Procurement Officer, 6 June 2019

**1.0 Overview**

The Town of Sharon, Massachusetts (the Town) is issuing this Request for Proposals (RFP) to solicit technical proposals and price proposals from solar energy facility developers (Respondents) for the following two solar PV project opportunities:

- Develop a ground-mounted solar PV electricity generating facility (the Solar Landfill Facility) on Town-owned land at 156 Mountain Street, which is the site of the Town's closed landfill (the Landfill).
- Install canopy-mounted solar PV panels over identified Town parking lots and paved areas, with award of a right of first offer to provide proposals for installations at additional sites.

Respondents can provide proposals for solar PV at the Landfill only (the Solar Landfill Project), on canopies only (the Solar Canopy Project) only, or for both opportunities. The Respondent selected for the Solar Landfill Project would

- a) Lease from the Town the surface of the 34.7-acre parcel at 156 Mountain Street, which is the site of the Town's closed municipal landfill (the Landfill Site) and get required easements from the Town.
- b) At the Respondent's cost, develop, acquire permits for, implement an electrical interconnection for, finance, install/construct, own and operate the Solar Landfill Facility.
- c) Enter into arrangements to sell the electricity, at the option of the Respondent, either through the Solar Massachusetts Renewable Target (SMART) program; to the Town through behind-the-meter or net metering arrangements; or to a third party or parties through bilateral agreements.
- d) Pay an initial non-refundable payment to the Town of not less than \$20,000 upon site lease execution for use by the Town to obtain technical services for oversight of the development of the Solar Landfill Facility. Make site lease payments through the term of the site lease.
- e) Deploy and maintain a web-site that shows real-time solar production from the Solar Landfill Facility and provides educational content for community use and engagement.

The Respondent selected for the Solar Canopy Project would

- f) Lease from the Town the property rights needed to install solar PV panels on canopies supported by poles at those locations identified herein as First-Round Solar Canopy Sites, which shall include the following:
  - the parking lot at the Gavins Pond soccer fields at 195 Gavins Pond Road.

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- The parking lot at East Elementary School off Wilshire Drive.
- g) At the Respondent's cost, develop, acquire permits for, implement an electrical interconnection for, finance, install/construct, own and operate solar canopy facilities at the First-Round Solar Canopy Sites.
- h) Enter into arrangements to sell the electricity from each facility developed under the Solar Canopy Project either through the SMART program; to the Town through a behind-the-meter or net metering arrangement; or to a third party or parties through bilateral agreements.
- i) Enter into a memorandum of understanding (MOU) with the Town pursuant to which the Respondent would have the exclusive first right to develop and install additional solar canopy facilities at designated Town parking lots and paved areas. The Town would identify potential sites at its sole discretion for designation as eligible for development on terms and conditions consistent with those set forth herein.
- j) Enter into any easements necessary for construction, access and/or egress to and from the Lease sites.

## **2.0 The Solar Landfill Site and Solar Canopy Sites**

Information on the Landfill Site and solar canopy sites is provided below and in Exhibit A for informational purposes only. Respondents must perform their own due diligence with respect to all aspects of the Landfill Site and solar canopy sites, which will be leased in "as is" condition without any representations or warranties of any kind, expressed or implied. The Respondent will be responsible for the completion and cost of any required titles searches.

### **2.1 The Solar Landfill Site**

Respondents that would provide proposals for development of the Landfill Site are advised of the following:

- a) The Landfill stopped accepting waste in 1985 and was capped in the 1996 in accordance with closure documents and permits issued by the Massachusetts Department of Environmental Protection (the MassDEP). Copies of key documents related to the capping and post-closure care and monitoring of the Landfill are available on the Town's website as described in Exhibit B.
- b) Prior to construction, the Respondent will need to apply for and acquire a Post-Closure Use Permit from the MassDEP, Southeast Regional Office (SERO), in accordance with applicable regulations at 310 CMR 19.142 et. seq. Such permit will be prepared and acquired at the Respondent's cost. As the owner of the Landfill, the Town will be a co-permittee. The Respondent will provide the Town with the opportunity to review and provide comments on permit applications affecting any aspect of the Landfill before they are submitted to the

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MassDEP. As part of the permit acquisition process, the Respondent will need to develop a stormwater management plan for the Landfill and Landfill Site. The Respondent will also need to propose ballasted foundations and a plan for locations of panels, inverters and other equipment, that will be acceptable to the MassDEP.

- c) The Landfill is located in the R-2 District and is partially located in a Surface Water Protection District. The Town has recently amended its zoning code to clarify that a commercial solar PV installation would be a permitted by-right use at the landfill site. In particular, at Town Meeting on May 7, 2018, the Town passed Article 20, which identified commercial solar energy systems on Town land (parcels more than 2 acres) as a permitted use with an exemption from lot coverage, natural vegetation and impervious surface requirements per Sections 2400 and 2500 of the zoning by-law. At Town Meeting on May 1, 2017, the Town passed Article 24, which clarified that ground-mounted solar PV installations are excluded from impervious area limitations per the special regulations at Section 4500 for water resources protection districts (applies to surface water and ground water overlay districts). Therefore, a solar PV facility can be installed at the landfill as of right. However, the Town will require site plan review by the building inspector to ensure compliance with site setbacks and other site-related restrictions, and to confirm whether a specific aspect of a detailed design would trigger the need for any applicable zoning or other relief. Appendix B describes the documents on zoning and land use related to the landfill. Copies are available on-line. Note that special legislation enacted in 2012 would limit the term of any lease of landfill space to 10 years. The Town is in the process of having that legislation amended to delete the limitation on the term of any lease, which amendment is anticipated to be enacted before 2019 fall Town meeting.
- d) The Landfill is near wetland areas across the northern, northeastern and southern parcel boundaries and across Mountain Street, which forms the western boundary of the Landfill parcel. The Respondent will be responsible for complying with all applicable regulatory requirements related to development of the Solar Landfill Facility in the wetlands buffer zone, if any, and for designing the Landfill Facility to minimize or avoid impacts on the wetlands.
- e) Electric service to the Landfill Site is provided by Eversource Energy, Eastern MA service territory (Eversource) via a single-phase 13.8 kV radial circuit (Circuit 470-H12). Per the Town's request, Eversource completed a pre-application report on interconnection of a 3000-kW stand-alone solar PV array at the Landfill in September 2018. Links to the Pre-Application Report, along with other studies of potential interconnection costs from prior years, which might be outdated, are provided in Appendix B. The Pre-Application Report describes the Landfill as being 1600+ feet from the nearest three-phase service distribution line, which serves the Sharon Middle School across Mountain Street north of the Landfill.

## 2.2 Solar Canopy Sites

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Respondents that would provide proposals for development of Solar Canopy Sites are advised of the following:

- f) The locations identified herein as First-Round Solar Canopy Sites shall include the following (see Appendix C):
  - a. The parking lot at the Gavins Pond soccer fields at 195 Gavins Pond Road.
  - b. The parking lot at East Elementary School off Wilshire Drive.
- g) The Gavins Pond site consists of 1.17 acres of graded parking area in an L-shaped configuration on a much larger parcel. The site is located in a zone designated as Rural District 1 and is located in a Groundwater Protection District. The parking area is outside of the 100-foot buffer area surrounding Gavins Pond. Note that the parcel east of the redlined area is controlled by the Town Water Department and is subject to a conservation restriction. Electric service to the Gavins Pond site is provided by Eversource. There are no significant on-side electric loads. The Town has submitted a pre-application interconnection study request to Eversource for this site, but has not yet received a response.
- h) The East Elementary site consists of two paved rectangular parking areas totaling 29,675 square feet. The site is located in a zone designated as Single Residence District A. There are no adjacent wetlands or surface water bodies. Electric service to the East Elementary site is provided by Eversource. East Elementary consumed 367 MWh of electricity in FY 2018 and 360 MWh of electricity in FY2017. East Elementary is listed on Schedule Z to receive savings from 9.37 percent of net metering credits from an arrangement between the Town and a remote solar facility (see Section 3.3 below). The Town has not yet submitted a pre-application interconnection study request to Eversource for this site. On April 10, the project concept was endorsed by the vote of the School Committee on a preliminary basis. The School Committee would need to approve a refined design prior to construction.
- i) The Town is in the process of investigating the following Town-owned sites regarding their future suitability to install solar PV canopies (together, the Add-On Solar Canopy Sites) (see Appendix C for additional information):
  - a. The parking lot and other paved areas at Cottage Street Elementary School.
  - b. The parking lot and other paved areas adjacent to the Town Public Safety building and Public Works facilities off South Main Street.
  - c. The parking lot and other paved areas at Heights Elementary School off South Main Street. Note that the traffic patterns for these parking lots are in the process of being modified.
  - d. The parking lot at the Sharon Community Center off Massapoag Avenue.
  - e. The parking lot and other paved areas at the Sharon Middle School off Mountain Street.
  - f. The parking lot off Pond Street adjacent to the ballfields at the Ames Street Playground.

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- j) The Town makes no representation that any of the Add-On Solar Canopy Sites will be feasible for development of solar canopy facilities, nor does it guarantee that such sites will be made available for development. The Town reserves the right to pursue or not to pursue or make available any of these opportunities at its discretion.

### **3.0 Development Terms and Conditions**

#### **3.1 Approach to development for the Solar Landfill Facility**

For the Solar Landfill Facility, the Town seeks to procure a full-service developer with a preferred approach that can be described as follows:

- a) The Respondent would, at its own cost, design, construct, install, commission, test, own, operate and maintain the Solar Landfill Facility on portions of the Landfill to be leased from the Town under a long-term site lease.
- b) The Respondent would acquire the post-closure use permit from MassDEP along with any other permits and licenses that might need to be acquired in order to construct and operate the Landfill Facility. The Town, as landlord and co-permittee, would have an opportunity to review and approve the permit application prior to submittal as prepared by the Respondent.
- c) The Respondent would prepare and submit applications to perform electrical interconnection studies and system impact studies to determine the basis for the electrical interconnection. The Respondent would acquire an interconnection service agreement with Eversource and have the interconnection implemented.
- d) The Respondent would make and complete all arrangements to sell the electricity and any related attributes generated by the Solar Landfill Facility.
- e) The Respondent would prepare the Landfill Site for installation of the Solar Landfill Facility in accordance with the post-closure use permit and other permits, if applicable; would design, specify, procure, purchase and install the solar PV panels and related equipment that comprise the Solar Landfill Facility; would acquire all financing and provide all resources required to undertake development, install, construct, start-up, commission and test the Solar Landfill Facility; and would provide resources and support as needed to own and operate the Landfill Facility over an initial and any subsequent term.
- f) The Respondent would provide the Town with copies of all correspondence and documents generated in the course of acquiring the post-closure use permit and other permits, and in acquiring the electrical interconnection.
- g) The Respondent would obtain financing having no recourse to the Town. The Town would be willing to sign reasonable consents and similar documents to support the financing acquisition process.

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- h) The Respondent would be responsible for mowing the grass and other vegetation at the Landfill and for maintaining vegetative cover to the extent required in areas proximate to its installed facilities at the Landfill Site. Vegetation would be monitored by the Town's consultant as part of annual inspections of the Landfill. The respondent would need to address issues identified by the consultant in the leased areas, including woody vegetation removal and erosion control measures.
- i) The role of the Town would be limited to providing access to the Landfill Site; providing easements; providing available Landfill Site information; having its consultant provide annual Landfill inspections and periodic monitoring and well sampling; providing administrative coordination related to use of the Landfill Site; having Town first responders trained by the Respondent in emergency preparedness and response; and cooperating with the Respondent's efforts to implement the electrical interconnection, acquire necessary permits and secure access to other local utilities and Town services on commercial terms as applicable. In addition, the Town would provide snow plowing service on Mountain Street and on any access road to the Landfill, as it does on all public ways within the Town's borders.

As part of its Technical Proposal, the Respondent shall provide a draft site lease and development agreement that it would be prepared to sign and that would address the roles and responsibilities of the Respondent and the Town as described in Section 3.1 above, as well as the terms and conditions describe below. The draft site lease shall not include any information on prices or amounts to be paid to the Town for the Site Lease or otherwise. The draft site lease, to be deemed complete, shall contain at least some form of response to each of the following elements (which need not be in the sequence presented here) after a preamble that identifies the parties and provides appropriate background:

- 1.0 Definitions of capitalized terms.
- 2.0 The Lease. Language that confirms ownership, right, title and interest in the Landfill Facility by the Respondent, implements the lease of the Landfill Site and defines associated rights (access, easements, etc.) at the Landfill for the purpose of developing, installing/constructing and operating and maintaining the Landfill Facility.
- 3.0 Permitted Uses. The Respondent shall use the Landfill Site solely for purposes related to the Solar Landfill Facility, including for fulfilling the roles of the Respondent as described in Section 3.1 above and for complying with representations incorporated into Respondent's proposal provided in response to this RFP. The Respondent shall comply with all applicable legal and regulatory requirements. The Respondent may modify the Solar Landfill Facility at its discretion as long as the modifications are included as permitted uses. The Respondent shall not conduct activities on the Solar Landfill Site that penetrate,



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- damage or threaten the integrity of the Landfill cap, or that disrupt or interfere with Town access to or performance of duties for maintenance of the Landfill.
- 4.0 The Lease Term. The initial term of the Site Lease shall commence on the date of its execution and shall continue until the 20<sup>th</sup> anniversary of the Commercial Operation Date unless terminated sooner in accordance with its terms. Respondent shall have the option to extend the term for up to four consecutive periods of five years each upon 90 days advance written notice to the Town prior to the expiration of the then-current term.
- 5.0 Early Terminations. The Respondent may terminate the Site Lease prior to commercial operation if unable to obtain, on terms acceptable to the Respondent in its reasonable discretion, a post-closure use permit, an interconnection service agreement or other governmental or utility approvals necessary for the Solar Landfill Facility to be constructed and achieve commercial operation, or a satisfactory arrangement for selling electricity or attributes despite reasonable commercial efforts, or as a result of circumstances materially adverse to completion of the Solar Landfill Facility not under Respondent's control and not reasonably foreseen or foreseeable at the time of execution of the Site Lease. The Town may terminate the Site Lease if the Respondent has not closed on construction financing within 18 months years, or has not achieved commercial operation within three years, of the date of its original execution.
- 6.0 Lease Payments. The Respondent shall compensate the Town in the form of lease payments. Lease payments shall include amounts proposed by the Respondent in the Price Proposal for (a) an initial payment upon Site Lease execution; (b) from the execution date of the Site Lease through the calendar quarter that includes the Commercial Operation Date, payments in advance of the first day of each calendar quarter; and (c) after the occurrence of the Commercial Operation Date, payments in advance of the first day of the calendar month after the month that includes the Commercial Operation Date, and each anniversary thereof through the term of the Site Lease. The amount of the annual site lease payment set forth in the Price Proposal shall be the first payment after the occurrence of the Commercial Operation Date, which payment amount shall escalate for each subsequent year by the annual percentage change in the CPI-U from the previous year as most recently published as of the week prior to the date of payment. Note that the amounts proposed by the Respondent for lease payments shall be provided in the Price Proposal only and shall NOT be provided in the Technical Proposal or in the draft Site Lease submitted with the Technical Proposal.
- 7.0 Surety bond. The Site Lease will include a performance bond or equivalent security, in the amount of \$200,000, or such other amount as Respondent proposes with the basis supplied, to secure removal of equipment and return of

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the Site to pre-construction condition, or to secure completion of the Solar Landfill Facility, in the event that the Respondent abandons the Solar Landfill Facility after the commencement of construction and prior to achieving commercial operation.

- 8.0 Property Tax Offset. The Town recognizes that the Lease Payments represent the intended level of total compensation to be paid under the site lease. Respondent may propose to offset against the lease payments any property tax payments levied by and paid to the Town. Alternatively, Respondent may propose payment of a PILOT on an annual basis, the payment of which would be in addition to the site lease payment. If payment of a PILOT is proposed, the Respondent shall submit a draft PILOT agreement as part of its Technical Proposal and shall submit the amount of the PILOT payment in the first year, the basis for annual escalation, and a statement comparing the annual PILOT payment to what might be paid to the Town in property taxes based on the Town's current mil rate (\$19.41 per thousand in FY2019 for all property types per <https://www.townofsharon.net/assessors>) and estimated assessed value of the installation, as part of its Price Proposal. The Town understands that PILOT agreements have the advantage of removing uncertainty from the Respondent's economic position. Respondents are advised that PILOT agreements are subject to Town Meeting approval.
- 9.0 Insurance. Respondent shall maintain commercial general liability, automobile liability, property and professional liability insurance, together with excess liability insurance, umbrella form, of at least \$5.0 million for each policy, listing the Town as an additional insured. The commercial general liability coverage shall have a policy limit of at least \$1 million per occurrence and \$2 million aggregate limit, with umbrella coverage sufficient to achieve \$5 million coverage per occurrence overall. In addition, Respondent shall maintain at least \$1 million in auto liability single limit coverage with the Town as an additional insured. Respondent shall also maintain builders' risk coverage for the value of the facility during the construction period; property value for the replacement value of the facility over the term of the lease; and workers' compensation as required by law and employer's liability insurance in the amount of at least \$1.0 million for each policy limit at all times for the duration of the lease.
- 10.0 Liens. Respondent shall not allow to be created, and shall promptly discharge, all liens on the Landfill Site.
- 11.0 Indemnification. Respondent shall hold harmless and indemnify the Town and its officers, agents, employees and officials against claims, suits, actions and demands resulting from or resulting from actions of the Respondent or its officers, agents, employees or subcontractors. The Respondent shall not be responsible for costs resulting from the presence of pre-existing hazardous

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materials encountered at the Landfill. The Town has no knowledge of any such presence of hazardous materials or wastes at the Landfill.

- 12.0 Force Majeure. The parties shall be relieved of obligations to the extent prevented from carrying them out by force majeure, Change in Law or other unforeseen and unforeseeable events outside the reasonable control of the party, subject to commercially reasonable efforts to eliminate or mitigate such events.
- 13.0 Assignments. Respondent shall not assign the Site Lease to another entity without the Town's consent, which shall not be unreasonably withheld nor delayed, provided that Town approval shall be subject to review of the financial capability of the assignee. The Town shall consent to assignment to an affiliated or related entity for the purposes of financing, provided that the assignee accepts and provides positive affirmation of compliance with all of the obligations set forth in the Site Lease and all other agreements with the Town related to the Solar Landfill Facility, and can demonstrate financial capability to perform its obligations.
- 14.0 Fair market value purchase. The Site Lease shall provide option year(s) where the Town might exercise an option to purchase the Landfill Facility from the project owner at fair market value. Fair market value will be determined through an appraisal in accordance with all State purchasing law requirements for municipal real and personal property.
- 15.0 End of term. At the end of the Term, the Respondent will retain ownership of the solar landfill facility equipment. The Respondent will be required to remove the Landfill Facility equipment from the Site, unless the Town decides to negotiate a new contract with the Respondent or its successor, provides a written waiver of the removal obligation or exercises a right of purchase included in the Site Lease or agreed upon between the parties. The Respondent shall propose an appropriate form of financial assurance to be put in place to secure the Respondent's obligation to remove the Landfill Facility after the end of the Term, and shall identify the basis for the amount secured and the period of time during which such security shall be in place.
- 16.0 Miscellaneous. The Site Lease shall include normal and customary provisions for providing notices; covenants, representations and warrants; defaults and termination events; providing consents and other supplementary documents to facilitate implementation of the Landfill Facility; dispute resolution through non-binding mediation and/or arbitration; amendments; governing law of the Commonwealth of Massachusetts; severability; execution in counterparts; and other provisions typically found in similar commercial arrangements between a Massachusetts municipality and a private developer of a solar PV facility on property owned by the municipality.

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Respondent proposals shall indicate in a list and provide descriptions of any exceptions taken to the Site Lease terms and conditions listed above.

Respondent is advised that the Site Lease, necessary easements and any PILOT agreement will become effective only after Town Meeting approval and after approvals of other applicable town boards, committees and departments. Town execution of the Site Lease for the Solar Landfill Project is contingent on passage of special legislation allowing the site lease term to exceed 10 years. Note that Town meetings are scheduled for each spring and fall of each year. The Town aims to have the Site Lease and associated articles for the Solar Landfill Project on the warrant for vote at the Town Meeting on November 4th, 2019.

### **3.2 Approach to Development for the Solar Canopy Facilities**

The approach to development of Solar Canopy Projects will be substantially the same as for the Solar Landfill Facility as described in Section 3.1 (a) through (h) above, with the key differences being that:

- a) Generally, solar PV is a by-right permitted use. The Town will require site plan review by the building inspector to ensure compliance with site setbacks and other site-related restrictions, and to confirm whether a specific aspect of a detailed design would trigger the need for a variance, but would not require MassDEP or landfill-related permits.
- b) Installation requirements would reflect the needs of canopy facilities rather than a ground-mounted facility on a closed landfill.
- c) Site lease, financing and other arrangements would be modified as appropriate for the solar canopy facilities.

As part of the section of its Technical Proposal for the Solar Canopy Project, the Respondent shall provide a draft site lease and development agreement, for facilities at the First-Round Solar Canopy Sites that the Respondent is prepared to sign and that would address the roles and responsibilities of the Respondent and the Town as described in Sections 3.1 and 3.2 hereof as modified appropriately. The Respondent can submit one form of draft lease for the First-Round Solar Canopy Sites. The Respondent shall state whether individual site leases would be prepared for each solar canopy site or whether one master lease would be sufficient, which lease could have information specific to individual sites in attachments, and to which additional solar canopy sites might be added in the future.

As part of the section of its Technical Proposal for solar PV canopies, the Respondent shall also provide a Memorandum of Understanding (the MOU) that it is prepared to sign and that would address the roles and responsibilities of the Respondent and the Town in the

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development of Add-On Solar Canopy Facilities. The Town requests an MOU that is responsive to the following approach to development:

- a) The Town would designate additional potential sites for solar PV canopy facilities to developed within a two-year initial term for the MOU (but with no obligation to designate any minimum number of sites or any specific sites). The Town would assemble information on each potential site sufficient for the Respondent to prepare a proposal to develop a solar PV canopy facility on that site. Such information would be provided with a formal notice of its availability and would identify the date that would start the response period.
- b) The Respondent would have the exclusive right to prepare a proposal to the Town to develop each potential site, including a proposed size and lay-out, and conditions on the impacts on the proposal of any interconnection studies to be performed, within 90 days of receipt of the notice. The proposal would have the same price terms as described in the Price Proposal for the First-Round Solar Canopy Sites, subject to adders, discounts, adjustments and conditions proposed on the basis of project differences described therein. Proposals would be provided at the Respondent's sole cost and expense with no recourse to the Town for payment or reimbursement.
- c) If the Respondent fails to provide a proposal within 90 days (unless an extension is approved), or indicates in writing that it is not interested in the site, then the Respondent's exclusive right to develop that particular site would terminate, and the Town would have the right to seek proposals from other parties for that particular site.
- d) The Town would review the proposal in good faith and issue a formal acceptance, conditional acceptance or rejection of each proposal. The Town retains the right to accept, negotiate or reject any proposal on a potential site offered by the Respondent.
- e) If the Town rejects or does not accept a proposal, the Respondent shall retain the exclusive right to submit a revised proposal for that site for the lesser of (a) one year from the date of rejection or identification of conditions on acceptance; and (b) the remaining term of the MOU.
- f) The Respondent may incorporate other terms in the MOU, and may modify the above terms.

### **3.3 Electricity Sales Arrangements**

The Respondent will be responsible for entering into arrangements to sell the electricity either through the SMART program; to the Town through behind-the-meter or net metering arrangements; or to a third party or parties through bilateral agreements. The Respondents will be required to present the electricity (and attribute) sales strategy that provides the basis for their proposal in the Plan of Services of their Technical Proposal. Respondents will also have an option to include energy storage in their proposals. The Town would be open to any of the

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following arrangements for electricity sales from the Landfill Facility or the Solar Canopy Projects:

- Participation in the SMART program for electricity from solar PV facilities. Note that the Solar Landfill Site and First-Round Solar Canopy Sites are located within the Eversource MA East service territory, which is accepting applications for Block 2 of 8 under the SMART program as of this writing. The Town understands that the Block for which applications are being accepted, and the SMART program itself, are likely to change over the course of the proposal preparation and evaluation process.
- Supply and sale of electricity from the Solar Landfill Facility pursuant to a behind-the-meter arrangement to serve the Sharon Middle School, which is located across Mountain Street less than 2000 feet from the Landfill. The Sharon Middle School main metered account showed consumption of 954 MWh of electricity in FY 2018.
- Sale of net metering credits to the Town for use in municipal facilities. In 2018, Town facilities consumed a total of 4,827 MWh of electricity through 38 metered accounts, which excludes 78 MWh consumed for street lights and traffic signals.

Note that the Town contracted in 2016 to purchase 27 percent of the value of net metering credits associated with electricity generated at a remote privately-owned solar farm owned by Marie's Way Solar 1, LLC (MWS Solar) over a 20-year operating period, with a maximum purchase obligation of 2,000 MWh per year. This existing arrangement reduces the Town's potential appetite for purchase of net metering credits from Respondent. The most recent Schedule Z for this arrangement allocates electricity bill reductions as follows: 24.21 percent to a Middle School meter; 20.24 percent to a High School meter; 10.83 percent to a Cottage School meter; 10.16 percent to a Heights Elementary School meter; 9.37 percent to an East Elementary School meter; and the remainder among 15 other meters.

- Other arrangements to be proposed, including sale of net metering credits to Town residents or others via a community solar sales arrangement.

If the Respondent proposes sale of electricity or net metering credits or other products to the Town, then the Respondent shall include in its Technical Proposal a draft sales agreement that the Respondent would be prepared to sign reflecting the terms and conditions on which such sale would occur.

#### **4.0 Proposal Submittal and Contents**

##### **4.1 Proposal Preparation and Submittal**

**Town of Sharon Request for Proposals**  
**Right to Lease Town Land to Develop a Solar Landfill Project and Solar Canopy Projects**

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RFP documents will be available on June 6, 2019 either for download at no charge from the Town website at <https://www.townofsharon.net/home/energy-advisory-committee/pages/solar-rfp>.

A mandatory pre-proposal meeting will be held on **10 a.m. on June 20, 2019**, at the Sharon Public Safety Administration Building, 213 South Main Street, Sharon MA. Please RSVP by email to [energy@townofsharon.org](mailto:energy@townofsharon.org) to confirm attendance. The meeting will be followed by site walks at the Landfill Site and at the First-Round Solar Canopy Sites. Potential respondents must provide a contact name, address, phone and e-mail to [energy@townofsharon.org](mailto:energy@townofsharon.org) to RSVP to attend the pre-proposal meeting and to receive addenda and responses to questions. Potential respondents may ask questions related to the RFP by written request to the Energy Advisory Committee in writing by email preferably before July 2, 2019, to [energy@townofsharon.org](mailto:energy@townofsharon.org). All inquiries will be considered public information. The Town will not answer questions directly. No questions will be accepted or answered within seven days prior to the due date of the RFP. Respondents will be solely responsible for all costs associated with responding to the RFP. The Town will not pay for or reimburse any such costs on any basis.

The Town may make changes to this RFP through issuance of written addenda. Responses to all inquiries, and any addenda to the RFP, will be posted on the Town's website at <https://www.townofsharon.net/home/energy-advisory-committee/pages/solar-rfp>

Responses, and addenda to the RFP, will be sent by e-mail to all Respondents that have registered for receipt of such notices. Respondents are solely responsible for ensuring that addenda are received and understood and for ensuring that their proposals are responsive to RFP changes presented in the addenda. Respondents shall acknowledge receipt of addenda on the proposal cover sheets.

Each Respondent shall be responsible for understanding the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Respondent shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information.

Written proposals shall be submitted to the following location no later than 11 am on Thursday, July 18, 2019:

Sharon Town Hall, Select Board Office  
90 South Main Street, Sharon, MA 02067

In accordance with the requirements of Massachusetts General Laws, Chapter 30B, §6, proposals shall be submitted in two separate sealed envelopes as follows:

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- One sealed envelope shall contain one original, six hard copies and one electronic copy of the Technical Proposal. The envelope shall be plainly marked on the outside with the words “Town of Sharon Solar Landfill and Solar Canopy Projects - Technical Proposal” along with the name of the Respondent. The electronic copy of the Technical Proposal shall be submitted on a USB memory stick or equivalent, in the form of a searchable PDF file. The USB memory stick shall be sealed in the same package along with the original and hard copies. The Town will not accept Technical Proposals submitted by email, fax or other electronic means.
- One sealed envelope shall contain one original, three hard copies and one electronic copy of the Price Proposal. The envelope shall be plainly marked on the outside with the words “Town of Sharon Solar Landfill and Solar Canopy Projects - Price Proposal” along with the name of the Respondent. The electronic copy of the Price Proposal shall be submitted on a USB memory stick or equivalent, in the form of a searchable PDF file. The USB memory stick shall be sealed in the same package along with the original and hard copies. The Town will not accept Price Proposals submitted by email, fax or other electronic means.

Proposals received after the deadline will not be considered. The clock in the Select Board office will be the standard for all submissions. The names of all parties submitting proposals will be recorded, and a listing of proposers will be available online at <https://www.townofsharon.net/home/energy-advisory-committee>.

Copies of the Technical Proposals will be provided to the Town’s evaluation team for review and evaluation. The Technical Proposals will not be made available to the public during the evaluation process; however, contents of technical proposals might be discussed at public meetings of the Energy Advisory Committee and or the Board of Select Board in advance of a formal vote for award. Any Technical Proposal containing price or price-related information from a Price Proposal may be rejected as non-responsive. Price Proposals will not be opened publicly. Sealed envelopes containing Price Proposals will remain sealed in the custody of the Town Administrator until the evaluation of the Technical Proposals has been completed and the most advantageous proposal has been identified on a preliminary basis. At that time the Price Proposals will be opened and reviewed by a subset of the evaluation team, which will present the results to the full evaluation committee. Price information from the Price Proposals will be kept confidential and not disclosed until after the evaluation and award. In the event that the price proposals are unacceptable to the Town of Sharon, all proposal responses may be rejected without appeal.



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The award to the selected vendor will be made by a vote of the Select Board, which will have received a written report on the review and evaluation of the proposals from the Town's evaluation team.

#### **4.2 Proposal Contents**

It is the sole responsibility of each respondent to review and examine fully this RFP and its requirements and attachments to ensure that the contents of the proposal are as required by the RFP.

A complete proposal shall consist of the following:

- A Non-Price or Technical Proposal, consisting of a Cover Sheet, Transmittal Letter, Plan of Services, a Statement of Qualifications and Experience, and signed versions of all required proposal forms as set forth herein.
- A Price Proposal, consisting of a Cover Sheet, Transmittal Letter and Statement of Compensation.

Each of the Technical Proposal and the Price Proposal shall have as its cover a completed cover sheet of the form provided in Appendix D.

##### **4.2.1 The Technical Proposal**

The Technical Proposal shall be bound and sealed separately from the Price Proposal. If the Technical Proposal addresses both the Solar Landfill Site and the Solar Canopy Sites, then each site shall be addressed in a separate section of the Technical Proposal. In order to be deemed complete, the Technical Proposal shall incorporate all of the following elements, with separate versions in each section if and as appropriate:

- a) A Cover Sheet in the form provided in Appendix D.
- b) A **Transmittal Letter** that shall serve as a summary of the key terms of the Technical Proposal and shall indicate clearly whether the Technical Proposal addresses the Solar Landfill Facility only, solar canopy projects only, or both the Solar Landfill Facility and solar canopy projects. The Transmittal Letter shall identify the Respondent and project team members; refer to the area at the Landfill and/or at each First-Round Solar Canopy Site to be leased, as applicable; provide summary information on facility sizes and capacities; describe the project schedule and key milestones; refer to the key components of the Technical Proposal; and acknowledge the receipt of any RFP addenda. The Transmittal Proposal shall be signed by an executive of the Respondent with authorization to bind the Respondent

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to the terms and commitments made in the proposal. The Transmittal Letter shall be accompanied by a corporate resolution or other evidence of the authorization of the signatory to make commitments on behalf of the Respondent.

- c) A **Plan of Services** per the requirements of this RFP, which, in order to be deemed complete, shall address each of the following:
- Conceptual design. For each proposed site, indicate the capacity in kW DC and kW AC; projected annual kWh output; number of panels and modules; panel type and description; panel lay-out, tilt and configuration; inverter size, capacity and locations; an electrical single-line diagram; types of mounting and ballast system, or canopy and support system, as applicable; overall system footprint in square feet; design and performance information on the storage component (if applicable); and any other information that might aid in overall evaluation.
  - Canopy design. For each proposed First-Round Solar Canopy Site, provide a graphic view, rendering or artist's conception of how the canopy will appear from street level. Show pole locations and space left for vehicle parking and access. Show how cables and wiring are blended into the structure for a pleasing appearance. Show or explain how snow would be managed to avoid dangerous conditions for pedestrians or vehicles below or around the canopies. Describe whether the canopies could host, or could be adapted to host, charging outlets for electric cars. Provide photos of actual solar canopies projects developed and installed by Respondent or its project team.
  - Components. Provide brief descriptions and specification sheets for the main components, including, at a minimum, panels, inverters and the mounting and ballast system. Identify expected life, any anticipated degradation of performance over time, and expected intervals for replacement. Discuss any special consideration regarding the approach to component replacement near the end of the contract term when the expected life of the component would exceed the remainder of the term of the Site Lease.
  - Electricity sales. Describe the proposed approach to electricity sales and identify assumptions that are the basis for the proposed compensation for Solar Landfill and First-Round Solar Canopy sites.
  - Electrical interconnection. Describe concerns specific to the electrical interconnection for the Landfill Site and how they will be addressed. For the Solar Landfill Project, confirm willingness to fund the initial interconnection study and subsequent system impact studies. For the Solar Canopy Projects, confirm willingness to fund the interconnection studies for the First-Round Solar Canopy Sites and for sites subsequently put forth by the Town for solar canopy development. Identify overall limits or conditions on willingness to fund additional interconnection studies and system impact studies, if any.

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- Permitting. For the Landfill Solar Facility, describe the approach to design and installation of the Facility to avoid penetration of and adverse impacts on the landfill cap. Discuss the approach to stormwater management and erosion controls, and any other concerns specific to the acquisition of a post-closure use permit and any other permits, and how they will be addressed.
- Financing. Describe the approach to financing both during the pre-construction development period and for the component acquisition, installation and construction of each facility. Identify sources, pre-existing blanket agreements and arrangements to provide financing, and terms to the extent available, prior history with and capabilities of the anticipated sources; and typical conditions precedent and contingencies.
- Construction and installation. Describe the proposed approach to construction and installation. Identify the roles of the Respondent and any project partners or subcontractors. Discuss particular techniques and concerns for construction on the surface of a closed landfill, and for installation of canopies at active facilities (for example, school parking lots during the school year).
- Operations and maintenance. Describe the proposed approach to operation and maintenance of the facilities and methods for monitoring, output tracking and reporting, including networks for operations monitoring and field services. Identify whether services will be provided by Respondent, by an affiliate, or by a third-party, and identify the responsible entity. Discuss security measures, emergency response plans and coordination with local first responders.
- Financial assurance mechanisms. Describe the mechanisms that will be used to (a) secure the cost of removal of the facility and return of the Solar Landfill Site and/or the Solar Canopy Sites to pre-construction condition, or secure the completion of the facility, in the event that the Respondent abandons the facility after the commencement of construction and prior to achieving commercial operation; and (b) secure the Respondent's obligation to remove the facility after the end of the Term.
- Public communications. Describe the website to be provided for real-time output tracking for each facility and installation. Describe other public communications initiatives to be implemented.
- Project schedule. Provide a schedule indicating anticipated elapsed time from execution of the Site Lease to commercial operation, identifying key tasks, milestones and critical path items.

As part of the Plan of Services, Respondents shall provide draft versions of the following agreements, as applicable:

- Site lease. For the Solar Landfill Site and the First-Round Solar Canopy Sites, as applicable, provide a draft site lease incorporating the roles and responsibilities

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of the Respondent and the Town as described in Section 3.1 above, and the terms and conditions describe in Section 3.2 above, all consistent with the other elements of the Respondent's proposal. The draft site lease(s), which shall be included in the Technical Proposal, shall not include any information on prices or amounts to be paid to the Town as site lease payments or otherwise.

- PILOT agreement. If applicable, submit a draft PILOT agreement, but omit the proposed level of payment to the Town (which shall be provided in the Price Proposal only).
- Energy Agreements. If the Respondent is proposing to sell electricity or net metering credits to the Town, provide a draft agreement indicating the terms and conditions on which such sale would be made that the Respondent would be ready to execute, provided that the draft sales agreement shall not include any information on prices or amounts to be charged to the Town.
- Memorandum of Understanding (MOU). Provide a draft MOU for development of Add-On Solar Canopy Sites per Section 3.2 above.
- **A statement of qualifications and experience**, which shall include the following information:
  - Identification of the Respondent and of other entities on the project team, indicating the relationships between the various entities and the roles and responsibilities of each entity.
  - Resumes for the project manager or leader and for other key personnel of each entity. Indicate other projects to which each project manager or leader is assigned and confirm in each case the availability to work on the Facility.
  - Information on at least three reference solar PV facilities. Provide contact information for each reference facility, including contact name and title, project name and email addresses and phone numbers.
  - If a Solar Landfill Project is being proposed, it shall be highly advantageous to have at least one reference solar facility that was developed on a closed area of a Massachusetts landfill. Provide information on facility location, owner, constructor/installer, operations and maintenance services provided, type, size, energy offtake arrangement and counter-party, date achieving commercial operation, and time required for pre-construction development and for installation/construction to achieve commercial operation.
  - If Solar Canopy Facilities are being proposed, provide capacity and other information for at least one reference solar canopy facility, as well as pictures of facilities installed by Respondent or its project team.

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- Record of closings on financing for solar PV projects, with discussion of sources, types, amounts and experience with the providers of financing to be included in the proposal.
- Project completion record, discussing solar PV projects above 100 kW, and canopy projects, as applicable, that have been awarded, constructed, completed and are in operation.
- List and descriptions (including size in kW AC, total estimated capital cost and amount of total estimated capital cost spent to date) of solar PV projects that have been awarded but have not yet been financed.
- Evidence of ability to acquire insurance coverages by the Respondent or by the entity that will sign the Site Lease.
  
- The following mandatory **proposal forms**:
  - Form 1. Tax Compliance Certification
  - Form 2. Certificate of Non-collusion
  - Form 3. Statement of Independent Certified Public Accountant
  - Form 4. Certification of Internal Account Controls
  - Form 5. Disclosure Statement for Transaction with a Public Agency Concerning Real Property
  - Form 6. Certification regarding Debarment
  - US IRS Form W9. Taxpayer Identification Number

#### **4.2.2 The Price Proposal**

The Price Proposal shall be bound and sealed separately from the Technical Proposal. If the Price Proposal addresses both the Landfill Site and Solar Canopy Sites, then each shall be addressed in a separate section of the Price Proposal.

The Price Proposal for the Landfill Site shall be comprised of a Price Proposal Transmittal Letter that identifies the proposed amounts of each of the following payments to be made by Respondent to the Town:

- (a) an **initial non-refundable payment** upon Site Lease execution of not less than \$20,000;
- (b) a **pre-operations quarterly payment** in an amount to be proposed by the Respondent, which payment shall be paid in advance of the first day of each calendar quarter from the execution date of the Site Lease through the calendar quarter that includes the Commercial Operation Date.

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- (c) An **annual site lease payment** to be proposed by the Respondent, which payment shall be paid in advance of the first day of the calendar month after the month that includes the Commercial Operation Date, and each anniversary thereof through the term of the Site Lease. The amount of the annual payment set forth in the Price Proposal shall be the first payment, which payment amount shall escalate for each subsequent year by the annual percentage change in the CPI-U from the previous year as most recently published as of the week prior to the date of payment.
- (d) If applicable, submit the amount of the **proposed PILOT payment** in the first year, and the basis for annual escalation and a statement comparing the annual PILOT payment to what might be paid to the Town in property taxes based on the Town's current mil rate (\$19.41 per thousand in FY2019 for all property types per <https://www.townofsharon.net/assessors>) and estimated assessed value of the installation.
- (e) If the site lease payment or proposed PILOT payment would be contingent on the SMART block for which the project is eligible, indicate (i) the SMART block that is the basis for the proposal; and (ii) how the site lease and/or the PILOT payment would change if the project becomes eligible for a SMART block that is either higher or lower than is identified as the basis for the proposal.

The Price Proposal for the Solar Canopy Sites shall be comprised of a Price Proposal Transmittal Letter that identifies the proposed amounts of each of the following payments to be made by Respondent to the Town:

- a) A Cover Sheet in the form provided in Appendix D.
- b) An **initial rights payment** payable upon execution of the MOU, and on the anniversary date of such MOU thereafter, of not less than \$1,000.
- c) An **annual site lease payment**, calculated as the product of the capacity in kW-AC ultimately proposed for delivery to the grid, and a specified value in \$/kW-AC per year (the Lease Rate). The annual site lease payment shall be payable to the Town as of the first day of the month following the month in which the facility is energized and begins delivering electricity through the point of interconnection. The annual site lease payment shall escalate each year with the annual percentage change in the CPI-U from the previous year. Escalation shall become effective on the anniversary date of the day on which the first annual site lease payment was payable.
- d) If applicable, submit the amount of the **proposed PILOT payment** in the first year, and the basis for annual escalation and a statement comparing the annual PILOT payment to what might be paid to the Town in property taxes based on the Town's current mil rate (\$19.41 per thousand in FY2019 for all property types per

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<https://www.townofsharon.net/assessors>) and estimated assessed value of the installation.

- e) A **general description of any adders, discounts or other modifications** to the calculation of the Lease Rate in the event that characteristics of a subsequent canopy project are different from those proposed for the First-Round Solar Canopy Sites. Characteristics triggering an adjustment in the Lease Rate or PILOT payment for a specific canopy project might include the project net capacity for delivery to the grid or otherwise; interconnection costs above a project allowance; extraordinary permitting costs; or other factors to be identified by the Respondent.
- f) If the site lease payment or proposed PILOT payment would be contingent on the SMART block for which the project is eligible, indicate (i) the SMART block that is the basis for the proposal; and (ii) how the site lease and/or the PILOT payment would change if the project becomes eligible for a SMART block that is either higher or lower than is identified as the basis for the proposal.

The Respondent may also indicate in the Price Proposal any additions to the proposed site lease payment or PILOT payment for the Solar Landfill Project or other forms of monetary compensation, in the event that the Respondent is selected for both the Solar Landfill Project and the Solar Canopy Project. Such additions will only be considered in the evaluation if the Responder states in its proposal that the additional compensation is set upon selection and is not contingent on any particular level of success with development of Solar Canopy Projects.

In any case for which the Respondent proposes to sell electrical energy or net metering credits to the Town, each section of the Price Proposal shall identify the prices at which such sale would occur, along with any fully defined basis or index to be used as a basis for escalation.

Note that the amounts proposed by the Respondent for the Lease Rate and site lease payments shall be provided in the Price Proposal only and shall NOT be provided in the Technical Proposal or in the draft Site Lease submitted with the Technical Proposal.

The Price Proposal Transmittal Letters shall be signed by an executive of the Respondent with authorization to bind the Respondent to the terms and commitments made in the proposal and shall be accompanied by a corporate resolution or other evidence of the authorization of the signatory to make commitments on behalf of the Respondent.

## **5.0 Evaluation Process and Criteria**

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**5.1 Evaluation Process**

The evaluation process will be conducted in accordance with Massachusetts procurement law at M.G.L. Chapter 30B. The Town intends to award development rights to the respondent providing the most advantageous proposal per the evaluation criteria set forth herein.

Proposals shall be accepted by the Town at the following location no later than 11 am on July 18, 2019:

Sharon Town Hall, Select Board Office  
90 South Main Street, Sharon, MA 02067

Technical Proposals and Price Proposals shall be submitted in two separate sealed envelopes as described in Section 4.1 of this RFP. The Town reserves the right to reject unopened Technical and Price Proposals that are not submitted in two separate sealed envelopes or that are not clearly marked as required. The Town will not accept proposals submitted by email, fax or other electronic means. Proposals received after the deadline will not be considered.

The names of all parties submitting proposals will be recorded, and a listing of proposers will be available online at <https://www.townofsharon.net/home/energy-advisory-committee>. No price proposal content will be made public until the Town has completed the evaluation of the submittals.

Sealed envelopes containing Technical Proposals will be provided to the Town's evaluation team, for review and evaluation. The Town's evaluation team shall be comprised of the Town's Energy Advisory Committee as supplemented by designated Town staff.

Technical Proposals will first be reviewed for completeness. A complete Technical Proposal must include the following:

A Cover Sheet in the form provided in Appendix D.

A signed Transmittal Letter with evidence of authorization of the signatory to make commitments on behalf of the Respondent.

Clear indication of whether the Technical Proposal would propose a Landfill Project, Solar Canopy Projects, or both types of projects. If the Technical



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Proposal addresses both projects, the Respondent must clearly state whether the Respondent would be willing to proceed with either of the projects alone, or if Respondent would only be willing to proceed if selected for both projects. In addition, if the Technical Proposal addresses both projects, the Respondent must clearly state if there are certain aspects of the Technical Proposal would only apply if selected for projects and must describe such elements clearly.

A Plan of Services with all elements listed in Section 4.2.1 (but excluding price information from the Price Proposal) including, as applicable:

- a draft site lease for the Landfill Project.
- A draft site lease or equivalent document for the First-Round Solar Canopy Sites.
- A draft MOU for future canopy projects.
- Draft agreements for the sale of electricity or any attributes or products proposed to be sold to the Town.

If the draft documents contain exceptions to the terms set forth in the RFP, ensure they are identified clearly.

A Statement of Qualifications and Experience that addresses reference facilities and experience with solar PV landfill projects and/or solar PV canopy projects, as applicable, per Section 4.2.1.

All listed proposal forms.

Any Technical Proposal containing price information from the Price Proposal may be rejected as non-responsive.

The Technical Proposals deemed complete shall then be evaluated by the entire evaluation team, first separately and then as a group, with respect to the Minimum Requirements and the Comparative Requirements provided herein. Technical Proposals deemed to satisfy all Minimum Requirements will be evaluated and ranked on the basis of the Comparative Requirements. The Town's evaluation team reserves the right to require the Respondents to submit written responses to written questions, which responses shall become part of the Respondent's Technical Proposal. The Town's evaluation team may also request interviews with and presentations by representatives of the Respondent.

The Town will evaluate Technical Proposals for the Landfill Project and for the Solar Canopy Projects separately. When the initial evaluations are complete, the Town will

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rank the Technical Proposals on an overall basis, taking into account the relative rankings of proposals for the Landfill Project only, proposals for the Solar Canopy Projects only, and proposals that address both the Landfill Project and the Solar Canopy Projects. The Town will designate, on a tentative basis, the most advantageous Technical Proposal for the Landfill project only; the most advantageous Technical Proposal for the Solar Canopy Projects only; and the most advantageous Technical Proposal for both the Solar Landfill Project and the Solar Canopy Project. To develop an overall rank order for the Technical Proposals, the Town will then compare (a) combinations of the most advantageous individual Technical Proposals for each of the Landfill Project and the Solar Canopy Project; with (b) the most advantageous Technical Proposals for both the Landfill Project and the Solar Canopy Project.

When the evaluation of the Technical Proposals is complete, a draft award recommendation will be prepared on the basis of the findings reached by the full evaluation team.

Price Proposals will not be opened publicly. Rather, Price Proposal contents will be kept confidential and not disclosed until after the evaluation and award are complete. Sealed envelopes containing Price Proposals will remain sealed in the custody of the Town Administrator until the evaluation of the Technical Proposals has been completed and a draft evaluation has been agreed upon by the evaluation team, at which time the Price Proposals will be opened and reviewed on the basis of overall benefit to the Town as a final step in the evaluation. The process for evaluating Price Proposals will follow the procedure described above for the evaluation of Technical Proposals. In particular

Price Proposals will first be reviewed for completeness, which will require inclusion of

A Cover Sheet in the form provided in Appendix D.

A signed Transmittal Letter with evidence of authorization of the signatory to make commitments on behalf of the Respondent.

For a Landfill Project, proposed initial non-refundable payment, proposed quarterly payments prior to the Commercial Operation Date and proposed annual payments after the Commercial Operation Date.

For the First-Round Solar Canopy Sites, proposed initial non-refundable payment, proposed quarterly payments prior to the Commercial Operation Date, proposed annual payments after the Commercial Operation Date, and a

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description of modifications for the payments that would apply to other canopy projects.

For all projects involving sales of electricity or net metering credits to the Town, the price and terms at which the Town would purchase such electricity or net metering credits.

For projects for which PILOT payments are proposed, the annual payment and the basis for escalation.

Price Proposals will be evaluated on the basis of the comparative total benefit to the Town through the initial term of the site lease, assuming an annual escalation rate of site lease payments (or PILOT payments, if applicable) of 2.5 percent per year unless a different escalation rate is stated as fixed in the Price Proposal. The Town reserves the right to evaluate Price Proposals on the basis of the SMART block for which applications are projected to be accepted for the projects as of the time that the evaluation is proposed.

The Town's review of electricity prices tied to an inflation index will assume that such index escalates at 2.5 percent per year unless a different escalation rate is stated as fixed in the Price Proposal.

The Town's review of the value of electricity purchases will account for comparison to the Town's current per-unit electricity costs of \$0.143 per kWh (\$0.1065 per kWh for supply and 0.0365 per kWh for delivery) for reducing electricity cost payments through use of net metering credits or supply of behind-the-meter electricity, as applicable. The Town will assume escalation of 2.5 percent per year for the delivery components, but no price escalation of the commodity component. The Town will account for the extent to which such credits can be used and/or electricity purchases avoided. The Town's review will not account for the value of reducing electric demand or other per-kW electricity costs for behind-the-meter projects or for value that cannot be avoided with reasonable certainty.

The Town will then evaluate compensation proposed under the Price Proposals for the Landfill Project and for the Solar Canopy Project separately. More compensation to the Town will be considered more advantageous. The Town will then rank the Price Proposals on an overall basis, taking into account the relative rankings of proposals for the Landfill Project only, proposals for the Solar Canopy Project only, and proposals that address both the Landfill Project and the Solar Canopy Project. The Town will designate, on a tentative basis, the most advantageous Price Proposal for the Landfill project only;

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the most advantageous Price Proposal for the Solar Canopy Project only; and the most advantageous Price Proposal for both the Landfill Project and the Solar Canopy Project. To develop an overall rank order for the Price Proposals, the Town will then compare (a) combinations of the most advantageous individual Price Proposals for each of the Landfill Project and the Solar Canopy Project; with (b) the most advantageous Price Proposals for both the Landfill Project and the Solar Canopy Project. Proposers for additional compensation if the Respondent is selected for both projects would be considered at this phase.

When the evaluation of the Price Proposals is complete, the full evaluation team will prepare a draft award recommendation on the basis of the findings reached on both the Technical Proposals and the Price Proposals. Generally, the Town will select the Respondents providing the most advantageous Price Proposal, unless such proposal is downgraded by having a less advantageous Plan of Services, or a less advantageous record of experience, that either undermines the credibility of the Technical Proposal or is overshadowed by highly advantageous aspects of a proposal from another Respondent.

Consistent with the basis for the Respondents willingness to proceed, the Town reserves the right to select different Respondents for the Solar Landfill Project and for the Solar Canopy Project , to select one Respondent for both projects, or to not select a Respondent for either of the projects should it be in the Town's best interest to do so in the Town's sole discretion. The Town will evaluate a proposal from one Respondent for both the Solar Landfill and Solar Canopy Projects as advantageous in comparison to an otherwise comparable combination of different Respondents for the Solar Landfill Project and for the Solar Canopy Project.

The award to the selected Respondent will be made by a vote of the Select Board, which will have received a finalized written report on the review and evaluation of the proposals from the Town's evaluation team. The written report will document the basis for the award recommendation.

The Town anticipates the following schedule for the RFP Process:

|                  |   |
|------------------|---|
| June 6, 2019     | RFP issued                                  |
| June 20, 2019    | Pre-proposal conference                     |
| July 18, 2019    | Proposals due at 11 am                      |
| July/August 2019 | Proposal review process                     |
| July 31, 2019    | Select Board meeting                        |
| August 20, 2019  | Select Board meeting. Target date for award |

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| September 10, 2019 | Select Board meeting. Fallback date for award |
| October 14, 2019   | Site lease and MOU ready for execution        |
| November 4, 2019   | Vote at fall Town Meeting                     |

## **5.2 Evaluation Criteria**

### **5.2.1 Minimum Requirements**

The proposal must meet each of the following minimum criteria in order to be considered for further evaluation:

- The proposal must be received prior to the submittal deadline.
- The proposal must be deemed complete, must include all required elements and forms, and must be responsive to all requirements of this RFP.
- Respondent must have developed and brought into commercial operation at least three solar PV projects in Massachusetts.
- Respondents with proposals on the Solar Landfill Project must demonstrate project team experience completing the electrical interconnection process for a solar PV facility of at least 2 MW and acquiring a post-closure use permit for at least one solar PV facility developed and currently operating at a solid waste landfill.
- Respondents with proposals on the Solar Canopy Projects must demonstrate experience having installed and brought into operation at least one other solar PV canopy project.
- The proposal must include a finance plan with credible evidence of capability to provide financing for the project.
- The project team must include a professional engineer registered in Massachusetts.
- Respondents must commit to deploy and maintain a web-site that shows real-time solar production from the solar facilities and provides educational content for community use and engagement.

### **5.2.2 Comparative Requirements**

Proposals which meet or exceed the Minimum Requirements will be evaluated and rated on the basis of the Comparative Requirements provide herein. Ratings of Highly Advantageous (HA); Advantageous (A); or Unacceptable (U) will be assigned to each of the comparative criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

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Respondents are advised that the Town evaluation team will place great emphasis on the evaluation of the overall quality of the proposed plan of services as presented in their proposals. The Town reserves the right to ask any Respondent to provide additional supporting documentation in order to verify its response.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response; provided, however, that on request the proposer shall provide to the Town such evidence as the Town may request to support that fact.

The Comparative Requirements for proposal evaluation of Technical Proposals can be summarized as follows:

General comparative evaluation criteria for all technical proposal sections:

| <b>Criteria</b>  | <b>Highly advantageous</b>  | <b>Advantageous</b>  | <b>Unacceptable</b>   |
|--|---|--|---|
| G1. Scope of proposed services   | Not applicable  | Respondent proposes to develop, finance, install/construct, own and operate a solar PV electric facility and to limit Town roles to those set forth in the RFP | Respondent would not perform the full set of services described in the RFP or would pass to the Town responsibilities or liabilities that conflict with the position set forth in the RFP |
| G2. Quality of Plan of Services: general approach to development, including acquisition of the electrical interconnection and required permits | Complete. Includes all required elements. Presentation is internally consistent and clear. Level of detail presented provides confidence in the proposed approach. Anticipates and addresses need for public communication during development process | Complete. Includes all required elements. Presentation is internally consistent and clear.   | Materially incomplete or internally inconsistent or unclear.  |
| G3. Facility conceptual design   | Proposed design and layout are complete and reasonable and include high-quality components consistent with long-term reliable service.  | Proposed design and layout are complete and reasonable and include high-quality components   | Proposed design and layout are unclear or questionable. Proposed  |

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|   |   |   |  |
|---|---|---|--|
|   | Provides strong approach to quality control during construction and strong approach to maintenance and component monitoring and replacement/upgrading during operation. Includes provision for website for public access to performance data.   | consistent with long-term reliable service.   | components are not of acceptable quality or design consistent with long-term reliable service.   |
| G4. Electricity sales approach          | Response demonstrates understanding of all elements required to implement the preferred approach and is clear and realistic on prospects for success. Draft energy or credit sales agreement is submitted if applicable to the proposed approach. Proposal addresses impacts of contingencies, including eligibility for a range of SMART program blocks if topmost block for Eversource MA East is filled.   | Response demonstrates understanding of all elements required to implement the preferred approach and is clear and realistic on prospects for success. Draft energy or credit sales agreement is submitted if applicable to the proposed approach. | Response fails to demonstrate understanding of all elements required to implement the proposed approach.   |
| G5. Finance qualifications and approach | Respondent and project team offer credible evidence of availability of substantial resources and experience with financing of development and completion of comparable solar PV project, especially at closed municipal landfills. More evidence of familiarity of financing challenges for the Proposed Facility and more experience with completion of comparable projects are preferred. Respondent or installation contractor on team submits Certificate of Eligibility issued by the commissioner of the Massachusetts Division of Capital Management and Maintenance (DCAMM) | Respondent and project team offer credible evidence of potential availability of substantial resources for project development and completion, as well as a track record of success in getting solar PV projects financed                         | Incomplete or not credible. Respondent and project team do not offer evidence of potential availability of substantial resources for project development and completion. |
| G6. Acceptance of                       | Complete draft agreements are   | Draft agreements are  | No draft   |

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|  |   |  |   |
|--|---|--|---|
| Town's key business terms and conditions in draft site lease | submitted. Draft conforms reasonably to Town's preferred positions. Exceptions are noted and reasonable explanations for the exceptions are provided. More conformance and more discussion and clarity on deviations from Town positions, with alternative text or counter-proposed concepts, are preferred | submitted. Draft conforms reasonably to Town's preferred positions. Exceptions are noted and reasonable explanations for the exceptions are provided | submitted, or, the draft does not substantially conform to, or deviates significantly from, key aspects of the Town's preferred positions as set forth in the RFP |
|--|---|--|---|

Comparative evaluation criteria for Technical Proposals including Solar Landfill Projects:

| Criteria   | Highly advantageous  | Advantageous  | Unacceptable  |
|--|--|---|---|
| L1. Capacity   | Proposes capacity greater than 2.0 MW.   | Proposes capacity greater than or equal to 0.5 MW.  | Proposes capacity less than 0.5 MW.   |
| L2. Developer/project team experience and track record | Respondent and project team offer significant experience with development and achievement of commercial operation for multiple similar solar PV projects at closed municipal landfills within Massachusetts. More relevant experience at comparable projects is preferred. | Respondent and project team offer experience with development and achievement of commercial operation for similar solar PV projects | Respondent and project team are lacking significant experience in key areas.                  |
| L3. References   | Contacted and confirmed as positive and relevant to the proposal for development of solar PV on a closed municipal landfill within Massachusetts. More and better relevant references are preferred.   | Contacted and confirmed as positive   | Not provided; or unable to contact; or negative; or unrelated or not relevant to the proposal |

Additional Comparative Criteria for Technical Proposals for Solar Canopy Projects:

| Criteria   | Highly advantageous     | Advantageous       | Unacceptable   |
|------------|-------------------------|--------------------|----------------|
| C1. Proven | Canopy product has been | Canopy product has | Canopy product |



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|                                      |  |   |  |
|--------------------------------------|--|---|--|
| performance                          | installed in similar applications in Massachusetts. Canopy provider has a demonstrated record of support for maintenance of prior installations  | been installed in similar applications  | has not previously been installed in similar applications  |
| C2. Proposed lay-out and capacity    | More capacity without material interference with the use of the space for parking or vehicle access is preferred.  | Respondent proposes lay-out that does not interfere materially with the use of the space for parking or vehicle access.   | Proposed lay-out would interfere in a material and adverse way with use of the space for parking or vehicle access   |
| C3. Design and aesthetics            | <p>Continuous canopies that minimize the visual impact of structural supports and of design wiring and conduits are preferred. Proposals that provide the Town with elements of choice regarding appearance are preferred</p> <p>Designs that are ready for or easily converted to charge electric vehicles are preferred.</p> <p>Designs with snow guards or that otherwise manage potential dangers from melting snow are preferred.</p> | Canopies are designed to have a pleasing appearance without unnecessary structural elements   | Appearance deemed unacceptable on the basis of unaesthetic design  |
| C4. Draft MOU or equivalent document | Complete draft MOU is submitted. Draft conforms reasonably to Town's preferred positions per the RFP. Exceptions are noted and reasonable explanations for the exceptions are provided. More conformance and more discussion and clarity on deviations from Town positions, with alternative text or counter-proposed concepts, are preferred  | Draft MOU is submitted. Draft conforms reasonably to Town's preferred positions per the RFP. Exceptions are noted and reasonable explanations for the exceptions are provided | No draft MOU submitted, or, the draft MOU does not substantially conform to, or deviates significantly from, key aspects of the Town's preferred positions as set forth in the RFP |
| C5. Site commitment                  | Proposal would apply to all First-Round Solar Canopy sites   | Proposal has significant conditions   | Not applicable   |

**Town of Sharon Request for Proposals**  
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|                                       |   |  |   |
|---------------------------------------|---|--|---|
|                                       | and to Add-On Solar Canopy Sites  | on applicability to all First-Round Solar Canopy sites and to Add-On Solar Canopy Sites  |   |
| C6. Developer/project team experience | Respondent and project team offer significant experience with development and achievement of commercial operation for multiple similar solar PV canopy projects, especially within Massachusetts. More relevant experience at comparable projects is preferred. | Respondent and project team offer experience with development and achievement of commercial operation for similar solar PV canopy projects | Respondent and project team are lacking significant experience in key areas.                  |
| C7. References                        | Contacted and confirmed as positive and relevant to the proposal for development of solar PV canopies within Massachusetts. More and better relevant references are preferred.  | Contacted and confirmed as positive  | Not provided; or unable to contact; or negative; or unrelated or not relevant to the proposal |

**Town of Sharon Request for Proposals**  
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**ATTACHMENTS**

**Appendix A    Certification forms**

RFP Form 1. Tax Compliance Certification

RFP Form 2. Certificate of Non-collusion

RFP Form 3. Statement of Independent Certified Public Accountant

RFP Form 4. Certification as to Internal Account Controls

RFP Form 5. Disclosure Statement for Transaction with a Public Agency Concerning Real  
Property

RFP Form 6. Certification regarding Debarment

Respondent shall also complete and supply the following forms not provided with this RFP:

US IRS W-9 Form

Certificate of Eligibility issued by the commissioner of the Massachusetts Division of  
Capital Management and Maintenance (DCAMM) (if available)

**Appendix B    Information on the Landfill Site**

**Appendix C    Information on the Canopy Sites**

**Appendix D    Proposal Cover Sheets**

**Town of Sharon Request for Proposals**  
**Right to Lease Town Land to Develop a Solar Landfill Project and Solar Canopy Projects**

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**RFP Form 1**

**Tax Compliance Certification**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all required state tax returns, has paid all required state taxes, and is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Respondent as appearing in the proposal

\_\_\_\_\_  
FEIN:

**Town of Sharon Request for Proposals**  
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**RFP Form 2**  
**Certificate of Non-Collusion**

The undersigned, being duly sworn, hereby states as the duly authorized agent or official of

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Name of Respondent as appearing in proposal

that, to the best of his or her knowledge, said Respondent has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

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

Name

Title

---

Name of Respondent as appearing in proposal

---

Date

**Town of Sharon Request for Proposals**  
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**RFP Form 3**  
**Statement of Independent Certified Public Accountant**  
**per M.G.L. chapter 30, 39R(c)**

I, \_\_\_\_\_, an independent certified public accountant state that I have examined the statement of management of \_\_\_\_\_ on internal accounting controls, and express the following opinion.

1. The representations of management in response to the requirement of G. L. c 30, 39R paragraph (c) are consistent with the result of management's evaluation of the system of internal account controls; and
2. Such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

Signed: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**Town of Sharon Request for Proposals**  
**Right to Lease Town Land to Develop a Solar Landfill Project and Solar Canopy Projects**

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**RFP Form 4**  
**Certification of Internal Account Controls**  
**per M.G.L. chapter 30, 39R(c)**

I, \_\_\_\_\_ do hereby state:  
(name of signatory party) (title)

The system of internal accounting controls of this company and its subsidiaries reasonably assure the following:

1. transactions are executed in accordance with management's general and specific authorization:
2. transactions are recorded as necessary
  - i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and
  - ii. to maintain accountability for assets;
3. access to assets is permitted only in accordance with management's general of specific authorization; and
4. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Town of Sharon Request for Proposals**  
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**RFP Form 5**  
**Disclosure Statement for**  
**Transaction with a Public Agency Concerning Real Property**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address, then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party



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**Right to Lease Town Land to Develop a Solar Landfill Project and Solar Canopy Projects**

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is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**Town of Sharon Request for Proposals**  
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**Disclosure Statement for**  
**Transaction with a Public Agency Concerning Real Property**  
**M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord

\_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor

\_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Town of Sharon Request for Proposals**  
**Right to Lease Town Land to Develop a Solar Landfill Project and Solar Canopy Projects**

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**Disclosure Statement for  
Transaction with a Public Agency Concerning Real Property  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

**Town of Sharon Request for Proposals**  
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**RFP Form 6**  
**Certification regarding Debarment**

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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Signature

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Name

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Name of business

**Town of Sharon Request for Proposals**  
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**Appendix B    Information on the Landfill Site**

The following information is available at the Town's website at  
<https://www.townofsharon.net/home/energy-advisory-committee/pages/solar-rfp>

Mountain Street Sanitary Landfill Post-Closure Monitoring and Maintenance Plan, Weston & Sampson, 2012.

Pre-application report from Eversource, September 2018, and prior studies.

Comprehensive Site Assessment (CSA) for the Mountain Street Landfill, text only (no appendix data), Weston & Sampson, 1996.

CAD file landfill site plan, Weston & Sampson.

Memorandum on Mountain Street Landfill – Solar Project from Town Counsel, Gelerman and Cabral, LLC, dated November 7, 2017, with the following attachments.

- Letter dated September 14, 2011, on special legislation for proposed land transfer.
- Minutes of Special Town Meeting dated November 8, 2010, Article 2, approving lease of the landfill property for a utility scale solar project.
- Vote of the Conservation Commission on February 17, 2011, that the landfill parcel is no longer needed for open space purposes.
- Minutes of the Board of Selectman meeting on September 28, 2010, of vote to allow a utility scale solar project at the former landfill.
- Landfill plan and deed restriction, Jun 17, 1993.
- Order of taking and plan of land for the landfill parcel, April 20, 1967.
- GIS plan of the landfill parcel.
- Letter dated January 31, 2012 on zoning applicable to a proposed solar farm in Sharon.

Special legislation passed in the Acts of 2012, Chapter 181, An act relative to the transfer of land in the Town of Sharon.

Excerpt from record of Annual Town Meeting on May 1, 2017, Article 24, amending the Zoning Bylaw for as-of-right site plan review of large-scale ground-mounted solar PV installations.

Excerpt from record of Annual Town Meeting on May 7, 2018, Article 20, amending the Zoning Bylaw to allow, as a permitted use, large-scale ground-mounted solar PV installations on land owned by the Town of Sharon in residential districts.

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Excerpts from Sharon zoning regulations for Water Resources Protection Districts (Section 4500), residential zones (Section 2300), and light industrial zones (Section 2330)

MassDEP third-party inspection reports, Weston & Sampson, November 8, 2018, and April 26, 2019.

Environmental monitoring data is available for examination at the offices of the Town of Sharon Department of Public Works, 217 S. Main Street (781-784-1525), during normal office hours.

**Town of Sharon Request for Proposals**  
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**Appendix C    Information on the Canopy Sites**

The following information is available at the Town's website at  
<https://www.townofsharon.net/home/energy-advisory-committee/pages/solar-rfp>

GIS maps showing canopy sites and neighboring areas, including surface water and wetlands delineation buffer zones based on MassGIS data. Areas for canopy installation are outlined in red, labeled with area in square feet, and labeled with zoning designation.

Lot Division Plan for 195 Gavins Pond Road, which includes the Gavins Pond parking lot areas.

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**Appendix D    Proposal Cover Sheets**

This form must be completed and used as the cover sheet for each of the Technical Proposal and the Price Proposal, as applicable.

**“Response to the Town of Sharon RFP  
Solar Landfill and Solar Canopy Projects  
TECHNICAL PROPOSAL”**

**Or**

**“Response to the Town of Sharon RFP  
Solar Landfill and Canopy Projects  
PRICE PROPOSAL”**

The Respondent has received and reviewed RFP addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Signature of Respondent contact: \_\_\_\_\_

Respondent contact (print or type): \_\_\_\_\_

Name of Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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