

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, September 8, 2025

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/87263897026>

Meeting ID: 872 6389 7026 Password: 065940 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice.

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting August 18, 2025
3. 6:32 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:35 **Licensing and requests for use of public property**
 - Request contract to be signed between the Town of Montague and FirstLight Power; Use of the Unity Park Riverfront for Northeast Unity car event parking on Sunday, September 21, 2025, co-sponsored by RiverCulture.
 - Request Use of Public Property, Public Demonstration for Domestic Violence Awareness Vigil beginning at the Peskeompskut Park, down Avenue A and over Gill-Montague Bridge on October 23, 2025, from 5:00pm – 7:00pm. Requested by Brick House Community Resource Center.
5. 6:45 **Eileen Seymour, Tax Collector/Treasurer**
 - Approve bond anticipation note (BAN) financing schedule and associated documents for previously authorized capital projects
6. 7:00 **Maureen Pollock, Planning Director**
 - Planning Board's Petition for Amendments to the Zoning Bylaw and Changes to the Official Zoning Map (Rezoning Amendments relative to Farren Sites)
 - Authorize Contract of Services with Vanasse Hangen Brustlin, Inc. for preparing Town's ten-year Open Space and Recreation Plan (OSRP). Contract value is \$34,000.00 to be funded from Planning Assistance Grant from the MA Executive Office of Energy & Environmental Affairs
 - Announcement: Town is selected by the Massachusetts Emergency Management Agency (MEMA) to receive support in developing an updated hazard mitigation plan.

Montague Selectboard Meeting
September 8, 2025
Page 2

7. 7:20

Personnel Board

- Request for town credit card for Adam Tocci, Town Assessor, for \$2,500.00
- Request for town credit card for Fern Smith, Selectboard Executive Assistant, for \$2,500.00
- Accept Letter of Resignation from Ariel Elan from the Montague Energy Committee effective September 8, 2025
- Appoint Ariel Elan to a member of Montague Economic Development and Industrial Corporation Committee, effective September 9, 2025, for a 3-year term ending June 30, 2028

8. 7:25

Special Town Meeting

- Set Date and warrant schedule for Fall Special Town Meeting: Meeting Date October 22, 2025, 6PM. Close warrant 10/6. Article Requests Due 9/23.
- Pre-Town Meeting Wed Oct 15, 6PM
- Discuss schedule for Six Town Regionalization vote

9. 7:20

Assistant Town Administrator's Business

- Presentation of Draft FY26-31 Capital Improvement Plan
- Authorize Contract of Services with Weston & Sampson for limited subsurface investigation at 38 Avenue A. Contract value is \$49,995.00 to be funded by MA Public Library Construction Grant from MA Board of Library Commissioners, and Town Meeting appropriations
- Authorize Change Order with Mountain View Landscapes and Lawncare, Inc for Avenue A Streetscape Improvement project. Change order value is \$600.00 to be funded with project contingency
- Authorize Change Order with All Star Abatement for Strathmore Mill Footbridge Asbestos Remediation. Change order value is \$7,358.86 to be funded with project contingency
- Authorize Contract of Services with Bowman Consulting Group, Ltd for Montague Center Complete Streets engineering services. Contract value is \$61,000 to be funded by Town Meeting appropriation
- First Street Water Main / Closure status and repair strategy
- Planned closure of Fifth Street Bridge 9/21 to 9/27
- Other project updates

10. 7:35

Town Administrator's Business

- Overview of potential lodging tax/ FRCOG Short Term Rental Study
- Opportunity for town to allow for conversion of On-premises Wine and Malt Only licenses to All Alcoholic Beverages License,
- Topics not anticipated within 48 hour posting requirements

Next Meetings: Selectboard: Monday, September 15, 2025, at 6:00PM via ZOOM

Northfield Mountain Recreation
 99 Millers Falls Road
 Northfield, MA 01360
 1-800-859-2960 / 1-413-659-4460

Confirmation

Group: Northeast Unity Auto Show

Town of Montague / River Culture
 Name of licensee Event name
northeastunitycarshow@gmail.com Car Show
 Email Phone Event type

Bookings / Details		Quantity	Price	Amount
<u>Sunday</u>	<u>09/21/2025</u>			<u>\$0.00</u>
Reserved Day/s	Reserved date/s			

Unity Park/Day Use Area LICENSE AGREEMENT

Northfield Mountain Recreation and Environmental Center 99 Millers Falls Road Northfield, MA 01360 413 659-3714
 Thank you for your interest in Northfield Mountain's Barton Cove Office Lawn/Day Use Area. This letter serves as a confirmation of a license to use the Unity Park/Day Use Area for the date reserved only.

The Unity Park/Day Use Area is available for day-use only. You must leave the Unity Park/Day Use Area no later than 7:00 p.m. You are required to have the area cleaned before you leave.

Swimming is not permitted. Pets must be leashed. Use of screws, nails, tacks, or staples to attach materials to the riverbank, office or the picnic tables is prohibited.

Cancellation policy:

Management reserves the right to revoke this license granted by this contract at any time and for any reason, including but not limited to, behavior by any member of the Licensee's group that is deemed irresponsible and/or unsafe to the group using the premises or others.

Use of alcohol at Unity Park/Day Use Area shall be in compliance with all local, state, and federal regulations, in particular minors are prohibited from being served or to consume alcohol at the Northfield Mountain Environmental and Recreation Center, which includes but is not limited to the Unity Park/Day Use Area. The Licensee may not serve alcohol for a fee to its guests without first obtaining the appropriate licenses which shall be the Licensee's sole responsibility to obtain.

Other than availability for the date reserved, FirstLight Hydro Generating Company makes no representation regarding the premises, including their condition or fitness for any activity that the rental group chooses to engage in. Licensee recognizes that due to the proximity of the premises to a major river and undeveloped wilderness areas, personal injury and property damage can result from the negligence and carelessness of both the Licensee, those persons on the premises as invitees and guests of Licensee and others. Licensee, their guests and invitees assume all risk and injury arising from the use of the Northfield Mountain Environmental and Recreation Center, which includes, but is not limited to the Unity Park/Day Use Area

Licensee and their guests and invitees shall assume all risk of loss of personal property while at the premises, whether by accident, theft or otherwise. Licensee, their guests and invitees hereby waive any and all claims against Northfield Mountain Environmental and Recreation Center, FirstLight Hydro Generating Company, their parents, affiliates, subsidiaries, members, officers, directors, stockholders, employees, agents and representatives for any claims for injuries, damages or losses of any nature whatsoever arising from rental of the pavilion and use of the surrounding premises.

I, the undersigned Licensee or person authorized to act on behalf of the Licensee contracting to use the Unity Park/Day Use Area, have read, understand and am in agreement with the terms for use of Unity Park/Day Use Area. I accept the responsibility to inform and provide all group members of the policies stated above. Licensee, their guests and invitees agree to indemnify, defend and hold harmless Northfield Mountain, FirstLight Hydro Generating Company, their parents, affiliates,

subsidiaries, members, officers, directors, stockholders, employees, agents, and representatives from any claims for injuries, damages, or losses of any nature whatsoever which may arise from the license granted for the use of FirstLight Hydro Generating Company property.

Signature of Licensee or Authorized Agent:

Date _____



L STREET

(green:
Road Closure)

(purple area: car)



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeompskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: THOMAS TAAPPE
Address of applicant: 243 RD STREET TURNERS FALLS MA 01376
Phone # of applicant: 413-330-2716
Name of organization: BRICK HOUSE COMMUNITY RESOURCE CENTER
Name of legally responsible person: THOMAS TAAPPE
Location of assembly: PEESKOMPSKUT PARK
Date of assembly: 10/23/25
Time of assembly: Begin: 5 AM End: 7 PM
Number of expected participants: 50-100

If a procession/parade:

Route: FROM PARK, DOWN AVE A AND OVER BRIDGE

Number of people expected to participate: 50-100

Number of vehicles expected to participate: 0

Subject of demonstration: DOMESTIC VIOLENCE AWARENESS VIGIL

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

Signatures:

Police Chief: [Signature] Date: 8-6-25

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Montague, Massachusetts (the "Town"), certify that at a meeting of the Board held September 8, 2025, of which meeting all members of the Board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the Board in my custody:

Voted: to approve the sale of \$2,560,800 4.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated September 18, 2025 and payable September 18, 2026, to Fidelity Capital Markets, a Division of National Financial Services, LLC, at par and accrued interest plus a premium of \$29,782.10.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated August 27, 2025, and a final Official Statement dated September 4, 2025, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Select Board be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the and Notes and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Select Board, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

Dated: September 8, 2025

[Signature Page to Vote of the Select Board]



TOWN OF
MONTAGUE
MASSACHUSETTS

TOWN HALL
 One Avenue A
 Turners Falls, MA 01376

DEPARTMENT OF PLANNING &
 CONSERVATION
 (413) 863-3200 ext. 112
Planner@montague-ma.gov

MEMORANDUM

TO: Selectboard
 Walter Ramsey, Town Administrator
 Chris Nolan, Assistant Town Administrator

FROM: Maureen Pollock, Director of Planning & Conservation

RE: Planning Board's Petition for Amendments to the Zoning Bylaw and Changes to the Official Zoning Map (Rezoning Amendments relative to Farren Sites)

DATE: September 4, 2025

REQUEST:

The Planning Board unanimously voted 5-0-0 on August 26, 2025 to recommend the Town of Montague to adopt the following amendments to the Zoning Bylaw and changes to the Official Zoning Map, subject to technical adjustments based on comments from the August 26, 2025 meeting, as proposed by consultants and staff, and as discussed. The Board further requests that the Town initiate zoning amendment petitions to the Selectboard:

- Amend Section 2: Definition
- Amend Section 4.1 Types of Districts
- Add New Section 5.2.10 Village Center Mixed-Use District
- Amend Section 5.3 Multiple Principal Uses
- Amend Section 5.5 Dimensional Requirements
- Amend Section 5.53 Dimensional Relief
- Amend Section 7.2.3 District Parking Requirements
- Amend Section 9.1.3 Authority
- Add New Section 6.4 Design District Overlay
- Amend Official Zoning Map

The two new zoning districts will encompass the following parcels in their entirety:

- 330-340 Montague City Rd, Parcel #12-0-044, Owner: Town of Montague
- 0 Montague City Rd, Parcel #12-0-051, Owner: Town of Montague
- 356 Montague City Rd, Parcel #12-0-044A, Owner: Town of Montague
- 0 Montague City Rd, Parcel #12-0-050, Owner: Town of Montague

The Planning Board requests that the Selectboard accept this petition which includes the above listed amendments to the Zoning Bylaw and the changes to the Official Zoning Map; and refer them back to the Planning Board for consideration at a Public Hearing.

Enclosed you may find the full draft language to the Zoning Bylaw amendments and map showing the two proposed zoning districts. These materials have been submitted to the Town's legal counsel for review and comment, in preparation of the Planning Board's public hearing.

BACKGROUND:

Starting in April 2023, the Town of Montague initiated a year-long community engagement/visioning

process exploring if/how the community re-visions the ~9-acre former Farren Hospital sites (now Town owned) and its surrounding village center of Montague City¹. The Town explored what kind of **uses** and **amenities** the community would like to see here, like housing, commercial uses, community spaces – both indoor and outdoor, explored if a better connection to the Canalside Rail Trail through the Farren site could be provided, and explored whether a feature or space that's in dedication of the Farren Care Center could be provided. With the community's vision for various types of use and amenities, the Town explored **building forms** that promotes a mixed-use neighborhood-style development that is designed to promote walkability and bike-ability for residents and provides possible good/services/activities that is marketable to this area.

Based on this planning process and community engagement, the community's stated vision is:
"Montague City's new Village Center will be a dense, mixed-use hub that unites the surrounding community and unlocks new housing and economic opportunities in Montague. The Village Center will be focused on inclusivity, meeting the needs of all residents and visitors, regardless of age or income. New development within the Village Center will enhance the quality of life and showcase Montague City's commitment to public health, arts and culture, and natural resources."

A key recommendation from this process was to explore zoning amendments that support these community goals.

Beginning in February 2025, efforts focused on translating this vision into zoning regulations. A working group, comprising residents, business owners, and Town officials, was formed to oversee this work, review draft amendments, and facilitate public outreach. Members include: Colleen & Skip Descovich, Dorinda Bell-Upp, Gregg Garrison, Janel Nockleby, Jeremy Toal, Kristi Bodin, Mary Kay Mattiace, Roberta Potter, Sam Guerin, and Rob Steinberg.

A dedicated project website² and various outreach efforts, including forums via the Town's website, Facebook page, email, and postal notifications, kept residents informed and engaged throughout the process.

Throughout this two year+ process, the Town has held numerous discussions with the Selectboard, Planning Board, working group members, and at public forums to share work to-date and to seek public feedback to help shape the visioning and zoning amendments. These discussions considered a number of factors, some of which are outlined below:

- **Zoning Type**: The existing base zone does not permit the community's envisioned uses. The Board favors establishing a new Village Center Mixed-Use district, replacing the current base zone, and adding a new overlay district to guide transition from single-family homes to higher-density, walkable, mixed-use development. A 40R overlay was considered but deemed less flexible than desired.
- **Boundary**: Discussions about including areas on Masonic Avenue and Rod Shop Road were postponed due to time constraints; these areas are not part of the current petition.
- **Public Benefits**: Considerations included diverse housing (including affordable units), economic development, increased tax revenue, community vibrancy, improved connectivity, and the

¹ Montague City Village Center Market Analysis + Redevelopment Strategy Report, Dated January 2024: https://montague-ma.gov/files/Montague_City_Village_Center_REPORT_2024_0308.pdf

² Montague City Village Center Rezoning Project Dedicated Webpage: <https://montague-ma.gov/p/1568/>

creation of indoor/outdoor community spaces.

- Parking: Flexible parking requirements were discussed, including utilizing existing parking lots.
- Design Standards: Emphasis on downcast, shielded exterior lighting, native pollinating plant landscaping, and high-quality design to promote sustainability and aesthetics.

PROCESS FOR TOWN MEETING ADOPTION OF THE ZONING MAP & ZONING AMENDMENTS:

1. Selectboard Referral – September 8, 2025
Planning Department staff and project consultant introduce the zoning amendment petitions to Selectboard and answer preliminary questions and request that the zoning amendments be referred to the Planning Board for public hearing.
2. Planning Board Public Hearing –September 23, 2025
Planning Board will open the public hearing to review the zoning amendment petitions. Public comments will be taken. If ready, the Planning Board will close the public hearing and vote to recommend the adoption of proposal at the October 22, 2025 Special Town Meeting.
3. Selectboard Warrant Setting - October 6, 2025
Planning Department staff notify the Selectboard of the Planning Board's vote with submitted Planning Board Report. Selectboard sets warrant for Special Town Meeting scheduled on October 22, 2025.
4. Pre-Special Town Meeting Forum – October 15, 2025
The Planning Department and project consultant will review amendments with Town Meeting members and answer questions.
5. Special Town Meeting– October 22, 2025
At this meeting, Town Meeting members will vote on the zoning amendments.
6. Attorney General's Review/Approval– After October 22, 2025
Post-vote, the amendments will be submitted for state review and approval.



Montague City Village Center - Property Map

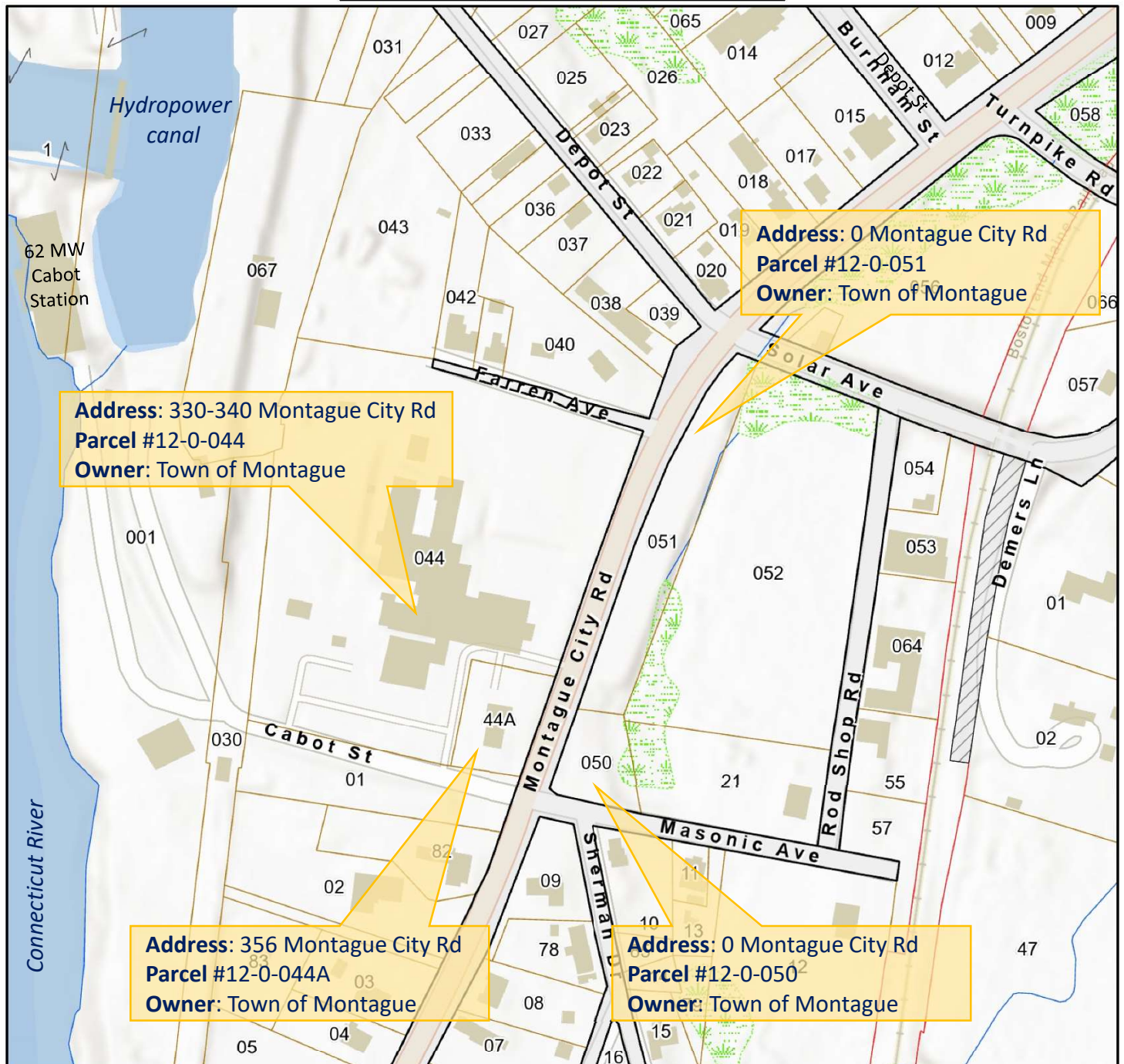
Town of Montague, MA

1 inch = 250 Feet



www.cai-tech.com

March 24, 2025



PWater	Property Hook	Public Road
Private Road	RoadNotPar	Water-poly
Property Line	WaterLines	Wetlands
Public Road	Buildings (MassGIS)	
Railroad	Private Road	

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

From: [Zukowski, Jeffrey \(CDA\)](#)
To: [Walter Ramsey](#); [Maureen Pollock](#)
Cc: [Mitigation \(CDA\)](#); [jamie](#)
Subject: Montague Selected for Hazard Mitigation Planning Support
Date: Thursday, August 21, 2025 3:11:13 PM

Dear Mr. Ramsey and Ms. Pollock

We are pleased to inform you that the Town of Montague has been selected by the Massachusetts Emergency Management Agency (MEMA) to receive support in developing an updated hazard mitigation plan. This initiative is an important step to strengthen your community's resilience against natural disasters and other hazards.

Having a FEMA-approved hazard mitigation plan is a crucial requirement for eligibility for FEMA Hazard Mitigation Assistance funding. This funding can provide significant resources for projects that reduce risk and protect your residents and infrastructure.

MEMA has contracted Jamie Caplan Consulting, a firm based in Northampton, MA, to assist your Town in creating this updated plan. To begin the process, please contact Jamie Caplan directly to schedule your Kick-off meeting, which is planned for the week of September 15th. Jamie can be reached at 413-586-0867 or jamie@jamiecaplan.com. This initial meeting will provide an overview of the planning process, outline next steps, and offer opportunities for your input and collaboration.

We look forward to working with you throughout this process to ensure your Town is well-prepared for future hazards.

If you have any questions in the meantime, please feel free to reach out.

Sincerely,
Jeffrey Zukowski

Jeffrey Zukowski
Hazard Mitigation Planner
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
508-820-1422 Desk
508-265-1202 Cell
508-820-1468 Fax

If you have difficulty understanding English, you may, free of charge, request language assistance services by sending an email to Amy Hughes, General Counsel and ADA Coordinator, at amy.j.hughes@mass.gov or call 508-820-1400.

Reasonable accommodations for people with disabilities are also available upon request, including accommodations for special dietary needs when food is provided. To request an accommodation, please include a description of the accommodation you will need, including as much detail as you can provide. Please also include a way we can contact you if we need more information. Please provide at least two weeks (14 days) advanced notice for language assistance and/or a reasonable accommodation. Last minute requests will be accepted but may be impossible to fill. Send an e-mail to Amy Hughes, General Counsel and ADA Coordinator, at amy.j.hughes@mass.gov or call 508-820-1400.



Town of Montague
OFFICE OF THE TREASURER/COLLECTOR
 1 Avenue A
 Turners Falls, MA 01376
 (413)863-3200 Fax(413)863-3224
 treasurer@montague-ma.gov

August 18, 2025

To: Selectboard

From: Eileen Seymour – Treasurer *Eileen*

Re: Employee Credit Card Requests

Please accept this as a formal request for the following employee of the Town of Montague to be issued a credit card with the requested limit:

Adam Tocci - \$2,500.00

Thank you.

Approved by the Selectboard:

_____ Matthew Lord

_____ Richard Kuklewicz

_____ Marina Goldman

The Town of Montague is an Equal Opportunity Provider and Employer



**TOWN OF
MONTAGUE
MASSACHUSETTS**

TOWN HALL
One Avenue A
Turners Falls, MA 01376

413-863-3200
Ext. 108

August 28, 2025

To: Selectboard

From: Walter Ramsey, Town Administrator

Re: Employee Credit Card Requests

Please accept this as a formal request for the following employee of the Town of Montague to be issued a credit card with requested limit:

Fern Smith: \$2,500.00

Thank you.

Approved by the Selectboard:

_____ Matthew Lord

_____ Richard Kuklewicz

_____ Marina Goldman

August 14, 2025

Selectboard & Town Administrator
Town of Montague
One Avenue A
Turners Falls, MA 01376

To the Selectboard:

Please accept this letter as my resignation from the Montague Energy Committee. Having served on MEC for 9 years, I leave with regret, but mostly with appreciation for the expansion of the committee's membership, knowledge, and range of activities over this time.

The current energy committee is the most robust and diversely skilled group I have served with on MEC. Members are informed and active in influencing and supporting clean-energy and climate legislation in the Commonwealth; in bringing numerous studies, grants, and consultation from various state agencies and programs to help guide improvements in Montague's Town buildings and infrastructure; and in bringing a wealth of knowledge about building design, construction, and HVAC equipment that helps the Town make sound choices in implementing solar energy and other cleaner, greener choices in our energy supplies and Town-owned facilities.

At this time, I feel called to focus my participation in Town governance on maintaining funding for Montague's infrastructure and services, in the face of multiple challenges emerging from the Federal government and from other economic forces we cannot directly influence. For this reason, you are receiving this letter along with a separate letter applying to join a different town body with an open seat, which presents an opportunity to think creatively with others about strategies and policies that may help Montague maintain our financial base in light of known needs and unknown risks.

I want to be clear, though, that I am resigning from the energy committee whether or not you accept my application to that other Town body. The focus I feel called to can be pursued in many ways. One of our Town government's strengths is that there are always abundant opportunities for public participation.

I thank and appreciate all of the energy-committee members with whom I have served, and all of the Town and School District officials and staff who have encouraged, questioned, challenged, and appreciated MEC's input throughout my years, and since the energy committee's inception.

Sincerely~

Ariel Elan

Ariel Elan
P.O. Box 351
Montague MA 01351
1-413-367-7579 {has 24/7 voicemail; no texting}

August 14, 2025

Selectboard & Town Administrator
Town of Montague
One Avenue A
Turners Falls, MA 01376

To the Selectboard:

Please consider this letter my application to fill the vacancy for an at-large community member on the Montague Economic Development and Industrial Corporation, also called the Montague EDIC or MEDIC for short.

Because this town body has authority over town property at 38 Avenue A, where the Library Trustees hope to build a new main library, I became interested in learning what the EDIC does. After attending recent meetings, I feel this group has untapped potential to explore policies and strategies that could bolster Montague's financial stability during a time of multiple known and unpredictable financial challenges.

As a member of the Capital Improvements Committee for about 8 years and a Town Meeting representative for a decade, I have seen and supported an enormous turnaround in the state of our buildings and infrastructure, as well as the expansion of skills, efficiency, financial resourcefulness among Town employees. Highly effective grant-writing and relationship-building by staff members with state and federal legislators and regulators has enabled us to spend millions of dollars on long-delayed replacements and repairs of critical infrastructure (such as our Clean Water Facility), buildings, and equipment. Work by staff and volunteer committees on systems such as our financial policies and capital planning have positioned us for clearer timelines and prioritization of spending. Investments with high initial price tags are often paying themselves off many times with greater self-sufficiency in maintenance, operational savings, and the avoidance of the expensive risks and liabilities that come with unsafe conditions or regulatory violations.

I feel called to focus my Town work on helping to protect and sustain these gains and the resulting benefits to our residents, in the face of unexpected losses in some income streams we have relied on. And I feel called to continue to support new investments that will maintain Montague's high standard of public service to our residents. Continuing as a member of the Capital Improvements Committee, the Library Building Steering Committee, and as a Town Meeting member all connect in these ways. MEDIC seems like a natural venue for considering new possibilities for funding, both inside and outside "the box".

Thank you for considering me for this appointment.

Sincerely~

Ariel Elan

Ariel Elan
P.O. Box 351
Montague MA 01351
1-413-367-7579 {has 24/7 voicemail; no texting}

Name: ELAN, ARIEL

MONTAGUE APPOINTED OFFICIAL

NAME: ARIEL ELAN

DATE: 9/8/2025

COMMITTEE: Montague Economic Development & Industrial Corporation

TERM: 3 Years

TERM EXPIRATION: 6/30/2028

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 09/09/25

Matthew Lord

Richard Kuklewicz

Marina Goldman

ELAN, ARIEL personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the Montague Economic Development & Industrial Corporation according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

***If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.

October 22 STM Planner- Key Dates

SB to announce meeting date + timeline 9/8

Article Proposal Deadline: 9/23 (emailed to fern: ferns@montague-ma.gov)

SB to review warrant: 9/29

Fincom to review+ vote warrant 10/1

SB to close warrant+ vote 10/6

Post warrant and mail packets (10/7) (at least 14 days prior to STM)

Pre-town meeting 10/15 6:00 PM (virtual)

Town Meeting 10/22 (Turners Falls High School) 6:30PM

Town of Montague

Capital Improvement Plan (draft)

FY26- FY31

Adopted _____, 2025

Montague Capital Improvements Committee
Greg Garrison, Chair

Prepared by Chris Nolan-Zeller
Assistant Town Administrator

Table of Contents

Introduction	3
Completed Capital Projects (FY25)	6
Active Capital Projects (FY26)	8
FY27-31 Capital Project Schedule	10
Major Building Projects.....	16
Major Transportation Projects.....	22
Municipal Facilities.....	23
Reference Reports for Capital Needs.....	24
Financing the CIP.....	25
Long Term Debt.....	28
Capital Planning Cycle	31
Appendix A: CIC FY26 Capital Report to Town Meeting	32



Avenue A Streetscape Improvement Project Phase IV – Spring 2025

(Photo Credit: Paul Franz, Greenfield Recorder)

Funded with support from US Dept. of Housing and Urban Development (HUD) Community Project Funding and from the American Rescue Plan Act of 2021

Introduction

The Montague Capital Improvement Plan (CIP) provides a blueprint for planning Montague's capital expenditures and informing the Annual Capital Budget. This plan is meant to be a tool for both municipal officials and the general public so that all are aware of future needs and projects. Ultimately, the plan encourages careful project planning and design to avoid costly mistakes and to help Montague reach desired community objectives within its fiscal capacity.

A well-planned, maintained, and executed capital plan is a wise investment that will enable the Town to:

- make full use of municipal assets,
- lower maintenance and replacement costs,
- decrease risk of injury or liability from using deteriorating capital assets,
- enhance efficiencies in vehicles and equipment,
- decreasing risk of piling up unsustainable future expenditures due to deferred maintenance and decay of facilities and infrastructure,
- enhance Montague's credit rating and control of its tax rate, and
- increase the attractiveness of Montague as a place to work, live, visit, and do business.

The CIP is updated annually to address:

- Progress made toward funding the planned projects,
- Updating the six-year projections, and
- Keeping current with changing information and priorities relating to the Town's needs.

Adequate funding of capital needs presents many small towns with significant challenges, and Montague is no exception. With appropriate planning and careful use of resources, the Town of Montague can address many of its most pressing needs in an affordable and sustainable manner.

This plan was developed in close collaboration with the Selectboard, Finance Committee, Town Accountant, Treasurer, the Town Administrator's office, and municipal department leaders. The effort could not come to fruition without deep engagement from these stakeholders.

Capital Planning Policy

In June 2022, the Capital Improvements Committee, Finance Committee and Selectboard adopted a Capital Planning Policy (Policy A-2). This was done in concert with the adoption of Financial Management policies by the Finance Committee and Selectboard. The purpose of the policy is to guide the annual capital planning process by which the Town identifies the need for

the acquisition of new capital assets, the repair or replacement of existing assets, and the proposed financing of each. The policy defines the following objectives:

- To maintain Montague's physical assets by providing funding in the annual operating budget to protect its capital investments and minimize future maintenance and replacement costs.
- To pursue a program of preventive maintenance as a cost-effective approach to protecting its capital investments and maximizing the useful life of its capital assets- including the procurement of outside services where Town staff capacity or expertise appears insufficient to perform such preventative maintenance.
- To endeavor to provide and preserve the infrastructure and equipment needed for achieving the highest levels of public services and quality of life possible by annually updating a six-year Capital Improvement Plan to ensure adequate investment in the Town's capital assets.

Definition of Capital Asset (Per A-2 Policy)

Any municipally-owned facility, road, bridge, sidewalk, utility infrastructure, property, park, installed feature, vehicle, or equipment valued at or above \$25,000.

Definition of Capital Improvement Project (Per A-2 Policy)

A major, non-recurring expenditure that generally meets the following criteria:

- Project cost is \$25,000 or greater;
- Proposed project or asset to be acquired has a useful life of 5 years or more including:
 - New public buildings, or additions to existing buildings, including land acquisition costs and equipment needed to furnish the new building or addition for the first time;
 - Alterations, renovations, or improvements to existing buildings;
 - Land acquisition and/or improvements, unrelated to public buildings, but necessary for conservation, recreation, or off-street parking;
 - Major equipment acquisition, replacement, or refurbishment, including but not limited to vehicles, furnishings, and information technology systems' hardware and software or other items that combined in purpose together make it a Capital Project;
 - New construction or major improvements to physical infrastructure, including streets, sidewalks, stormwater drains, and the sanitary sewer system. Infrastructure improvements must extend the useful life of the infrastructure by at least ten (10) years; or

- Feasibility studies, engineering design services, or consultant services which support and are a part of a future Capital Project.

Capital Improvements Committee

The Capital Improvements Committee (CIC) was established in 1978 under the Montague General Bylaws. The CIC consists of five voting members appointed by the Town Moderator. The Committee receives professional staff support from the Selectboard's office. The CIC is charged to:

- conduct an annual review of the capital improvements program of the Town as well as proposals for the construction of municipal buildings and acquisition of property,
- to make recommendations to the Town Meeting regarding the above,
- to prepare an annual report.

As of July 1, 2025, the members of the Montague Capital Improvements Committee are:

- Greg Garrison
- Ariel Elan
- Jason Burbank
- Chris Menegoni
- Lynn Reynolds

The CIP is a living plan, and as such, projects are subject to change based on new service delivery needs, special financing opportunities, emergency needs, compliance with unfunded mandates, and changing economic conditions. Every effort is made to make the six-year plan as accurate, thorough, and predictable as possible.

Completed Capital Projects (FY25)

An annual inventory of recently closed-out capital projects is a way to monitor implementation of the Capital Plan. It can help identify potential funding sources for re-allocations, potential workflow issues, and improve budget planning.

MONTAGUE CAPITAL PLAN FY2027-FY2031**Projects Completed in FY25**

Expenditure		Total appropriated	Source	Grant funding	Source
Facilities					
Montague Center Library	New Windows			\$ 148,619	ARPA
Carnegie Library	Basement Renovation	\$ 130,000	ATM 5/7/22	\$ 32,088	ARPA
Senior Center	Windows, insulation, electrical upgrades			\$ 50,000	State legislative earmark
Vehicles and Equip.					
Police Vehicle	Replace Cruiser	\$ 60,000	ATM 5/4/24	\$ 33,000	USDA Comm Facilities Fund
DPW Vehicle	new Skid Steer	\$ 90,000	STM 3/14/24		
DPW Vehicle	Replace 10-ton trailer	\$ 40,400	ATM 5/4/24		
Town Vehicle	Inspections Electric Vehicle	\$ 52,500	STM 3/2/23	\$ 10,000	Green Communities
Clean Water Facility					
CWF Plant	Septage recieving station upgrade			\$ 264,000	ARPA
Pump Stations	Industrial Blvd Pump Station Replacement			\$ 169,000	MA Small Town Development
Infrastructure					
Collection System	Long Term Control Plan			\$ 49,000	ARPA
Collection System	Collections Rehab Phase 1			\$ 500,000	MA Small Town Development
Bridges	South Ferry Road Culvert	\$ 228,000	STM 3/15/24	\$ 83,000	Chapter 90
Bridges	11th Street Bridge Rehab	\$ 100,000	ATM 5/6/23	\$ 53,329	ARPA
Bridges	Swamp Road Bridge Rehab Assessment			\$ 60,000	MassDOT Small Bridge Grant
Roadways	Montague City Road Flooding Relief	\$ 134,000	STM 3/3/22	\$ 230,000	FEMA Pre-Disaster Mitigation
Parks and Public Spaces					
	Skatepark Lighting			\$ 95,998	ARPA
	Shea Theater Mural			\$ 25,000	ARPA
	Montague Center Playground	\$ 210,000	STM 3/15/24	\$ 290,000	PARC Grant
	Hillcrest Playground			\$ 450,000	CDBG
		\$ 1,044,900	Total Grants	\$ 2,543,034	

Active Capital Projects (FY26)

An annual inventory of active and funded capital projects is an additional way to monitor implementation of the Capital Plan. It can also help identify potential funding sources for re-allocations, potential workflow issues ,and improve budget planning.

MONTAGUE CAPITAL PLAN FY2027-FY2031

FY2026 Current (Funded) Projects

Expenditure		Status	Total appropriated	Source	Grant funding	Source
Facilities						
Town Hall	Annex Solar	IN PROGRESS			\$ 192,930	ARPA
Town Hall	Parking lot rehabilitation	IN PROGRESS	\$ 296,000	ATM 5/4/24		
Millers Falls Library	Storefront Renovation	NOT YET STARTED	\$ 39,000	ATM 5/7/25		
Carnegie Library	Main Branch Library Design Study	IN PROGRESS	\$ 150,000	ATM 5/4/24	\$ 100,000	MBLC Library Construction
Hillcrest School	Façade Repair	IN PROGRESS	\$ 55,000	ATM 5/22/21		
Hillcrest School	Parking lot, driveway, sidewalk repairs	IN PROGRESS	\$ 175,500	ATM 5/4/24		
Sheffield School	Façade Repair	IN PROGRESS	\$ 45,000	ATM 5/22/21		
Vehicles and Equip.						
DPW Vehicle	Replace 10-wheel dump truck	IN PROGRESS	\$ 365,000	ATM 5/4/24		
DPW Vehicle	Replace camera van	NOT YET STARTED	\$ 70,000	ATM 5/7/25		
DPW Vehicle	Replace 6-wheel dump truck	IN PROGRESS	\$ 325,000	ATM 5/7/25		
DPW Vehicle	Replace 10-wheel dump truck	IN PROGRESS	\$ 365,000	ATM 5/7/25		
DPW Vehicle	Replace pickup	NOT YET STARTED	\$ 65,000	ATM 5/7/25		
CWF Vehicle	used mini-excavator	IN PROGRESS	\$ 60,000	ATM 5/7/25		
Clean Water Facility						
CWF Plant	Generator Replacement	IN PROGRESS	\$ 230,000	ATM 5/7/22	\$ 100,000	State legislative earmark
CWF Plant	Screw Pump Replacement	IN PROGRESS	\$ 1,271,023	STM 3/2/23	\$ 1,228,977	USDA RD, ARPA
CWF Plant	Aeration Blowers and Diffusers	IN PROGRESS	\$ 115,000		\$ 75,375	DEP Gap III grant, Utility
CWF Plant	Sludge Composting Facility Study	STUDY UNDERWAY			\$ 150,000	MA Small Town Development
CWF Plant	Thickened sludge pump replacements	NOT YET STARTED	\$ 104,000	ATM 5/7/25		
Pump Stations	Replace 2 generators	NOT YET STARTED	\$ 67,800	ATM 5/7/25		
Pump Stations	Montague Ctr Pump Station Replacement	IN PROGRESS	\$ 283,800	ATM 5/4/24		
Infrastructure						
Collection System	Collections Rehab Phase 2	NOT YET STARTED	\$ 3,000,000	ATM 5/7/25		
Roadways	Oakman St slope design	NOT YET STARTED	\$ 60,000	ATM 5/7/25		
Roadways	Meadow Rd guardrail work	NOT YET STARTED	\$ 200,000	ATM 5/7/25		
Roadways	Pave 1st Street Alley	IN PROGRESS	\$ 30,000	ATM 5/4/24		
Parks and Public Spaces						
	Unity Park Playground Improvements	NOT YET STARTED	\$ 125,000	ATM 5/7/25		
	Avenue A Streetscape Phase IV	IN PROGRESS			\$ 1,254,578	Federal Earmark, ARPA
	Strathmore Mill Demo & Cleanup	DESIGN			\$ 10,053,100	EPA grant, State earmark
	3rd and 4th St Parking Lots	IN PROGRESS			\$ 125,953	CDBG
	Montague Center Pedestrian Safety	NOT YET STARTED	\$ 91,200	ATM 5/7/25	\$ 499,683	MassDOT Complete Streets
	Millers Falls Rd Bus Stop Improvements	NOT YET STARTED	\$ 60,000	ATM 5/7/25		
Airport						
	Pioneer Ramp Project	IN PROGRESS	\$ 152,000	STM 3/15/24	\$ 2,894,000	FAA/ MassDOT Aviation
Total Town Expense			\$ 7,800,323	Total Grants	\$ 16,674,596	

FY27-31 Capital Project Schedule

The Capital Project Schedule is a working document that aims to identify as many known capital projects as possible. Projects on this schedule have been identified in a reference study or by a departmental leader. Projects are listed in these categories: Facilities, Vehicles and Equipment, Clean Water Facility, Infrastructure, Parks and Public Spaces, and Airport. While this schedule cannot possibly anticipate all future capital needs, it can allow the Town to forecast, prioritize and schedule planned capital expenditures over a six-year horizon.

The budget figures included in this schedule are estimates to help identify the scale of the project. The budgeted value of a given project should be refined and justified as the project approaches the first year of the Capital Plan. If a project is expected to be supported with grant funds, only the municipal cost-share of the project is factored into the capital budget. Where possible, potential funding sources have been identified.

DRAFT MONTAGUE CAPITAL PLAN FY2027-FY2031
Project Schedule (as of 8/28/25)

Facilities

Building	Expenditure	Appropriated	Projected	Projected	Projected	Projected	Projected	Grand Total	Potential Funding Source	Potential Grant Source	Potential Grant Funding	Project Reference
		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031					
Town Hall	2nd floor tile replacement						\$ 30,000	\$ 30,000	TBD			
Town Hall	Cooling system replacement			\$ 500,000				\$ 500,000	TBD			
Town Hall	Annex buildout- meeting room and storage						\$ 880,000	\$ 880,000	Debt			Architect Estimate
Public Works Facility	Roof solar					\$ 715,000		\$ 715,000	TBD	ITC Cash Payment	\$ 232,000	Vendor Quote
Transfer Station	Security Gate		\$ 30,000						TBD			
Montague Center Library	2nd Floor accessibility and HVAC				\$ 1,350,000			\$ 1,350,000	TBD	Historic Pres. Fund (50%)	\$ -	PCA AUDIT
Millers Falls Library	Storefront windows replacement	\$ 39,000						\$ 39,000	Free Cash			PCA AUDIT
Carnegie Library	Replace asphalt roof		\$ 50,000					\$ 50,000	TBD			PCA AUDIT
Council on Aging	Kitchen floor					\$ 50,000		\$ 50,000	TBD			
Council on Aging	Replace heating system			\$ 50,000				\$ 50,000	TBD			
Shea Theater	Main stage accessibility improvements			\$ 150,000				\$ 150,000	TBD	MCC Cultural Facilities (50%)	\$ 150,000	
Colle	Replace rooftop HVAC systems			\$ 100,000				\$ 100,000	Colle Reserve			
Colle	Repair rear exterior stairs			\$ 25,000				\$ 25,000	Colle Reserve			
Colle	Remortar failing joint and repaint windows				\$ 25,000			\$ 25,000	Colle Reserve			
Colle	Replace tile		\$ 25,000					\$ 25,000	Colle Reserve			
Police Station	Replace HVAC Unit				\$ 50,000			\$ 50,000	TBD			
Police Station	Replace 2009 Roof					\$ 300,000		\$ 300,000	TBD			
Police Station	Update radio system		\$ 125,000					\$ 125,000	TBD			
Police Station	Update building security system		\$ 125,000					\$ 125,000	TBD			
Unity Park Fieldhouse	Furnace Replacement				\$ 100,000			\$ 100,000	TBD			
Unity Park Fieldhouse	Convert Garage to Programming Space			\$ 50,000				\$ 50,000	TBD			
Sheffield School	Repave parking lot and basketball court			\$ 170,000				\$ 170,000	TBD			PCA AUDIT
Sheffield School	Replace VCT Flooring				\$ 153,000			\$ 153,000	TBD			PCA AUDIT
Sheffield School	Modernize elevator					\$ 110,000		\$ 110,000	TBD			PCA AUDIT
Sheffield School	Replace underground storage tank						\$ 1,000,000	\$ 1,000,000	TBD			
Sheffield Auditorium	Replace gym/auditorium roof					\$ 575,500		\$ 575,500	TBD	MA School Building Authority		PCA AUDIT
Sheffield Auditorium	Spot repointing and exterior repairs (gym/auditorium)		\$ 75,000					\$ 75,000	TBD			PCA AUDIT
Sheffield Admin	Repave parking lot and driveway		\$ 200,000					\$ 200,000	TBD			PCA AUDIT
Sheffield Admin	Replace windows and frames					\$ 500,000		\$ 500,000	TBD			PCA AUDIT
Sheffield Admin	ADA restrooms					\$ 90,000		\$ 90,000	TBD			PCA AUDIT
Sheffield Admin	Replace underground storage tank						\$ 1,000,000	\$ 1,000,000	TBD			
Hillcrest School	Replace roof					\$ 1,300,000		\$ 1,300,000	TBD	MA School Building Authority		PCA AUDIT
Hillcrest School	Parking lots, driveway, sidewalk repairs		\$ 150,000					\$ 150,000	TOWN CAP STAB			PCA AUDIT
Hillcrest School	Replace unit ventilators					\$ 250,000		\$ 250,000	TBD			PCA AUDIT
Hillcrest School	Replace Boiler					\$ 350,000		\$ 350,000	TBD	MA School Building Authority		PCA AUDIT
Hillcrest School	Replace underground storage tank						\$ 1,000,000	\$ 1,000,000	TBD			PCA AUDIT
Hillcrest School	New elementary school feasibility study (MSBA)		\$ 200,000					\$ 200,000	TBD	MA School Building Authority		
Facilities Subtotal		\$ 39,000	\$ 980,000	\$ 1,045,000	\$ 1,578,000	\$ 4,340,500	\$ 3,910,000	\$ 11,862,500			\$ 382,000	

DRAFT MONTAGUE CAPITAL PLAN FY2027-FY2031
Project Schedule

Vehicles and Equipment

Department	Expenditure	Appropriated FY2026	Projected FY2027	Projected FY2028	Projected FY2029	Projected FY2030	Projected FY2031	Grand Total	Potential Funding Source	Potential Grant Source	Potential Grant Funding	Project Reference
DPW Vehicle	Equipment and major repairs (Discretionary)	\$ 36,470	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 536,470	Taxation			
DPW Vehicle	Replace 1971 Sicard Snowblower						\$ 25,000	\$ 25,000	TBD			DPW Capital Replacement List
DPW Vehicle	New large excavator		\$ 150,000					\$ 150,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 1981 John Deere A-670 Road Grader						\$ 350,000	\$ 350,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 1990 Sullivan Compressor					\$ 40,000		\$ 40,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2001 Ford E450 Camera Truck	\$ 70,000						\$ 70,000	Free Cash			DPW Capital Replacement List
DPW Vehicle	Replace 2002 International 4900 Dump Truck	\$ 325,000						\$ 325,000	TOWN CAP STAB			DPW Capital Replacement List
DPW Vehicle	Replace 2003 International 7400 10 Wheel Dump Truck	\$ 365,000						\$ 365,000	Free Cash			DPW Capital Replacement List
DPW Vehicle	Replace 2007 Ford F-150 Pickup	\$ 65,000						\$ 65,000	Free Cash	Green Communities	\$ 10,000	DPW Capital Replacement List
DPW Vehicle	Replace 2008 International 7400 Dump				\$ 350,000			\$ 350,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2008 Komatsu W-156 Backhoe					\$ 210,000		\$ 210,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2009 WA-250-6 Wheel Loader				\$ 350,000			\$ 350,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2010 UD/EIGIN Eagle Street Sweeper			\$ 300,000				\$ 300,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2010 Ford Focus		\$ 50,000					\$ 50,000	TBD	Green Communities	\$ 10,000	DPW Capital Replacement List
DPW Vehicle	Replace 2010 International 7300 Dump Truck					\$ 275,000		\$ 275,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2010 International 7400 Dump Truck					\$ 275,000		\$ 275,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2011 Komatsu WA-250-6 Loader						\$ 350,000	\$ 350,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2013 Morbark Chipper				\$ 90,000			\$ 90,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2013 F-350 4WD Pickup		\$ 80,000					\$ 80,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2013 International 7400 Dump Truck	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2013 Wacker Neuson RD 12 -A Roller		\$ 35,000					\$ 35,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2014 F-450 Pickup Bucket Truck					\$ 150,000		\$ 150,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2014 2032R Tractor		\$ 65,000					\$ 65,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2014 Ford F-450 2-Ton Dump Truck				\$ 90,000			\$ 90,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2015 John Deere Sully Mower					\$ 10,000		\$ 10,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2015 Komatsu WA-270-7 Loader					\$ 325,000		\$ 325,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2015 F-250 Pickup			\$ 85,000				\$ 85,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2015 F-350 4WD Pickup				\$ 90,000			\$ 90,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2015 Leeboy 8515C Paver	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2016 Ford F-350 4WD Pickup					\$ 90,000		\$ 90,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2016 Ford F-350 4WD Pickup				\$ 90,000			\$ 90,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2016 International 7400 Dump Truck	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2016 Vermeer Stump Grinder	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2017 F-350 4WD Pickup				\$ 85,000			\$ 85,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2017 F-550 Dump Truck				\$ 100,000			\$ 100,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2018 Continental Enclosed Trailer	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 Ford F-550 Dump Truck					\$ 120,000		\$ 120,000	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 Freightliner Street Sweeper	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 Kubota Mini Excavator KX057=4	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 Toyota Forklift	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 CAM utility trailer	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 John Deere 5100E Flail	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2019 John Deere 5100E Flail	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2020 Ford F-350	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2020 Kioti DK4710SE Tractor	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2021 Sewer Camera	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2022 Kenworth T480 Vactor Truck	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2022 Ford F-550	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2022 SCAG Mower	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2022 Kubota MX5400 Tractor	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List
DPW Vehicle	Replace 2023 Ford F-350 4WD PU	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List

DPW Vehicle	Replace 2023 Buffalo Turbine Blower	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2023 Freightliner 1085D Dump Truck	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2023 DYNA PAC CC1200V1 Roller	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2024 Skid Steer	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2024 20-ton trailer	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2024 LeeBoy 300 Tack Trailer	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
DPW Vehicle	Replace 2025 Western Star 10 Wheel Dump Truck	The replacement is projected to be beyond year 2031.						\$ -	TBD			DPW Capital Replacement List	
CWF Vehicle	Replace Ford Skid Steer L785			\$ 80,000				\$ 80,000	CWF Ret. Earnings				
CWF Vehicle	Replace 2016 Ford Truck				\$ 90,000			\$ 90,000	CWF Ret. Earnings				
CWF Vehicle	Replace 2022 RTV					\$ 85,000		\$ 85,000	CWF Ret. Earnings				
CWF Vehicle	Used mini-excavator	\$ 60,000						\$ 60,000	CWF Ret. Earnings				
CWF Vehicle	Mid-sized work truck		\$ 80,000					\$ 80,000					
CWF Vehicle	Admin vehicle EV/hybrid			\$ 60,000				\$ 60,000	CWF Ret. Earnings	Green Communities	\$ 10,000		
Airport Vehicle	One Ton Pickup with plow				\$ 14,000			\$ 14,000	Airport Revenue	ASMP Program	\$ 56,000	local share 20%	
Airport Vehicle	Replace 2019 F-350 Pickup					\$ 13,000		\$ 13,000	Airport Revenue	ASMP Program	\$ 52,000	local share 20%	
Inspections Vehicle	Replace 2024 Hyundai Electric Car	The replacement is projected to be beyond year 2031.						\$ -	TBD				
Police Vehicle	Replace Police Cruiser		\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000	\$ 340,000	Taxation	Green Communities	\$ 10,000		
Vehicles and Equipment Subtotal		\$ 921,470	\$ 628,000	\$ 693,000	\$ 1,517,000	\$ 1,761,000	\$ 893,000	\$ 6,413,470					\$ 148,000
Replacement Schedule= 12 years for pickup, 20 for a dump truck													

DRAFT MONTAGUE CAPITAL PLAN FY2027-FY2031

Project Schedule

Clean Water Facility

Department	Expenditure	Appropriated	Projected	Projected	Projected	Projected	Projected	Grand Total	Potential Funding	Potential Grant Source	Potential Grant	Project Reference
		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031		Source		Funding	
CWF Plant	Secondary clarifiers mechanical upgrade		\$ 600,000					\$ 600,000	Debt			
CWF Plant	Aeration tanks concrete rehab			\$ 50,000				\$ 50,000	CWF Ret. Earnings			
CWF Plant	Composting Facility				\$ 1,000,000			\$ 1,000,000	GRANT/ DEBT	Rural Small Town Dev Fund	\$ 150,000	
CWF Plant	Thickened sludge pump replacement (3)	\$ 104,000						\$ 104,000	CWF Ret. Earnings			
CWF Plant	Grit removal and channel relocation project						\$ 1,200,000	\$ 1,200,000	CWF Ret. Earnings			fine screening, grinder, double screen
CWF Plant	Grit system repairs (normal wear and tear replacement 8 years)					\$ 40,000		\$ 40,000	CWF Ret. Earnings			
CWF Plant	Hydroelectric Turbine							\$ -	GRANT	GAP IV		
CWF Plant	UV Disinfection/chlorine replacement			\$ 500,000				\$ 500,000	CWF Ret. Earnings			
CWF Plant	Robust odor control unit		\$ 60,000					\$ 60,000	CWF Ret. Earnings			
CWF Plant	Facilities Planning Study for plant upgrades		\$ 100,000					\$ 100,000	GRANT	MassDEP SRF (rolling)		
CWF Plant	Trailer Scale		\$ 35,000						CWF Ret. Earnings			
Pump Stations	Pump station upgrade: J St, G St, Lake Pleasant, Denton St			\$ 700,000	\$ 700,000			\$ 1,400,000	CWF Ret. Earnings			2 stations at a time
Pump Stations	Lake Pleasant grinder pump conversion					\$ 480,000		\$ 480,000	CWF Ret. Earnings			
Pump Stations	Pump Stations Forced Main Reconstruction			\$ 3,000,000				\$ 3,000,000	DEBT			
Pump Stations	Pump station generators replacement 2 per year	\$ 67,800						\$ 67,800	CWF Ret. Earnings			LP 1st, Gst and Jst, new portable
Clean Water Facility Subtotal		\$ 171,800	\$ 795,000	\$ 4,250,000	\$ 1,700,000	\$ 520,000	\$ 1,200,000	\$ 8,601,800			\$ 150,000	

Infrastructure

Department	Expenditure (Town Share Only)	Appropriated FY2026	Projected FY2027	Projected FY2028	Projected FY2029	Projected FY2030	Projected FY2031	Grand Total	Potential Funding Source	Potential Grant Source	Potential Grant Funding	Project Reference
Sewer Collection system	CSO LTCP- plant influent line reconstruction					\$ 1,500,000		\$ 1,500,000				
Sewer Collection system	CSO LTCP- Phase 2 Sewer Collections Rehab	\$ 3,000,000						\$ 3,000,000	Debt 60Town-40CWF	USDA RD Loan/Grant		TF/MF collections System Study
Sewer Collection system	Reline off-road Sewer lines				\$ 2,280,000			\$ 2,280,000	Long Term Debt			Vendor Quote/ Long Term Control Plan
Bridges	11th street bridge repainting						\$ 100,000	\$ 100,000	Town Capital Stabl.			Engineering Report
Bridges	Swamp Road bridge rehab match		\$ 100,000					\$ 100,000	TBD	MassDOT Small Bridge Program	\$ 400,000	Similar Project
Bridges	Papermill Road bridge design				\$ 120,000			\$ 120,000	TBD			Vendor Quote
Bridges	Replace Culvert					\$ 350,000		\$ 350,000				
Roadways	Replace Avenue A traffic signals (2)		\$ 600,000					\$ 600,000	TBD			
Roadways	Sidewalk replacement and repair	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000		\$ 60,000	TBD			
Roadways	Pavement management program	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	GRANT	Chapter 90	\$ 480,000	Roughly 1.5 miles per year
Roadways	Downtown Parking Lots (3rd and 4th)	\$ -						\$ -	GRANT	CDBG	\$ 120,000	
Roadways	Oakman St slope stabilization	\$ 60,000						\$ 60,000	Free Cash			
Roadways	Meadow Rd guardrail work	\$ 200,000						\$ 200,000	Free Cash			
Roadways	Alley and non-Ch90 road paving	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 180,000	Free Cash			
Infrastructure Subtotal		\$ 3,290,000	\$ 745,000	\$ 45,000	\$ 2,445,000	\$ 1,895,000	\$ 130,000	\$ 8,550,000			\$ 1,000,000	

DRAFT MONTAGUE CAPITAL PLAN FY2027-FY2031

Project Schedule

Parks and Public Spaces

	Expenditure (Town Share Only)	Appropriated FY2026	Projected FY2027	Projected FY2028	Projected FY2029	Projected FY2030	Projected FY2031	Grand Total	Potential Funding Source	Potential Grant Source	Potential Grant Funding	Project Reference
Parks and Recreation	Unity Park Playground Surface Repair / Tube Slide	\$ 125,000						\$ 125,000	Free Cash			Vendor Quote
Parks and Recreation	Montague Center Park - Blacksmith Shop Renovation		\$ 75,000					\$ 75,000	TBD			Architects Order of Magnitude
Parks and Recreation	Park Development at former Strathmore site			\$ -				\$ -				
Parks and Recreation	Rutters Park improvements Phase II				\$ 140,000			\$ 140,000	GRANT	CDBG	\$ 140,000	Architect Opinion of Probable Cost
Parks and Recreation	Highland Park Improvements					\$ 100,000		\$ 100,000	TBD			
Streetscape	Avenue A Streetscape Improvements	\$ -						\$ -	GRANT	CDS, CDBG	\$ 1,421,000	Architects Estimate
Streetscape	Montague Center Complete Streets Design	\$ 91,200						\$ 91,200	Free Cash			
FRTA Bus Stops	Bus Stop Improvements (Millers Falls Rd/Industrial Blvd)	\$ 60,000						\$ 60,000	Cannabis Impact			
Parks and Public Spaces Subtotal		\$ 276,200	\$ 75,000	\$ -	\$ 140,000	\$ 100,000	\$ -	\$ 591,200			\$ 1,561,000	

Airport (Excluding vehicles and equipment)

	Expenditure (Airport Share Only)	Appropriated	Projected	Projected	Projected	Projected	Projected	Grand Total	Potential Funding Source	Potential Grant Source	Potential Grant Funding	Project Reference
		FY2026	FY2027	FY2028	FY2029	FY2030	FY2031					
Airport	Pioneer Aviation backup generator		\$ 25,000					\$ 25,000	Airport Revenue	FAA/ MassDOT Aviation		May qualify for grant
Airport	Runway 16-34 Extension			\$ 180,000				\$ 180,000	Airport Revenue	FAA/ MassDOT Aviation	\$ 3,467,500	Local Share 5%- \$7,500
Airport	Pioneer Aviation / Maint. Hangar Roof Repairs				\$ 100,000			\$ 100,000	Airport Revenue	FAA/ MassDOT Aviation		May qualify for grant
Airport	Runway 16 approach lighting					\$ 60,000		\$ 60,000	Airport Revenue	FAA/ MassDOT Aviation	\$ 57,000	May qualify for grant
Airport	Maintenance hangar Solar					\$ 100,000		\$ 100,000	Airport Revenue	FAA/ MassDOT Aviation		Does not qualify for FAA grant
Airport	Equipment storage building						\$ 1,000,000	\$ 1,000,000	Airport Revenue	FAA/ MassDOT Aviation		May qualify for grant
Airport	Replace runway lighting regulator (life limited part)						\$ 30,000	\$ 30,000	Airport Revenue	FAA/ MassDOT Aviation		May qualify for grant
Airport	Reconstruct west apron/taxilanes							\$ -	Airport Revenue	FAA/ MassDOT Aviation	\$ 427,500	May qualify for grant
Airport	321 Millers Falls Road (rental) roof replacement					\$ 40,000		\$ 40,000	Airport Revenue			Does not qualify for FAA grant

Airport Subtotal \$ - \$ 25,000 \$ 180,000 \$ 100,000 \$ 200,000 \$ 1,030,000 \$ 1,535,000 \$ 3,952,000

	Appropriated	Projected	Projected	Projected	Projected	Projected	
	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Grand Total
Facilities Subtotal	\$ 39,000	\$ 980,000	\$ 1,045,000	\$ 1,578,000	\$ 4,340,500	\$ 3,910,000	\$ 11,892,500
Vehicles and Equipment Subtotal	\$ 921,470	\$ 628,000	\$ 693,000	\$ 1,517,000	\$ 1,761,000	\$ 893,000	\$ 6,413,470
Clean Water Facility Subtotal	\$ 171,800	\$ 795,000	\$ 4,250,000	\$ 1,700,000	\$ 520,000	\$ 1,200,000	\$ 8,636,800
Infrastructure Subtotal	\$ 3,290,000	\$ 745,000	\$ 45,000	\$ 2,445,000	\$ 1,895,000	\$ 130,000	\$ 8,550,000
Parks and Public Spaces Subtotal	\$ 276,200	\$ 75,000	\$ -	\$ 140,000	\$ 100,000	\$ -	\$ 591,200
Airport Subtotal	\$ -	\$ 25,000	\$ 180,000	\$ 100,000	\$ 200,000	\$ 1,030,000	\$ 1,535,000
TOTALS	\$ 4,698,470	\$ 3,248,000	\$ 6,213,000	\$ 7,480,000	\$ 8,816,500	\$ 7,163,000	\$ 37,553,970

Major Building Projects

There are several major capital projects that are in the planning and feasibility study stage. These studies can have a substantial impact on future capital needs and expenditures, so they should be monitored as part of the capital planning process. The Capital Improvements Committee should consider recommendations for the initiation of such studies, which are often supported by grant funds.

PUBLIC BUILDING PROJECTS

Study: New Main Library Branch Study (with support from the MA Board of Library Commissioners)

Status: Ongoing, with expected completion in December 2025

Department: Montague Public Libraries

Study Purpose: To rehabilitate or construct a new main branch library in downtown Turners Falls. A feasibility study is a required step in order to obtain funding support from the Massachusetts Public Library Construction Program (MPLCP).

Rationale: Carnegie Library in Turners Falls is inadequate to meet the space and programming needs of the community. The space lacks proper ADA accessibility, has insufficient parking, and the site is constrained for expansion opportunities. The study will explore feasibility of expansion of the Carnegie, but also consider a site at 38 Avenue A for the construction of a new library. The Library Trustees have a strong preference for a downtown location for the library.

Funding: Through the construction phase, the project would be supported by the MA Board of Library Commissioners (MBLC), which would be expected to reimburse the town for approximately 67% of eligible project costs.

Timeline: The design study will conclude in 2025, and a construction grant award amount will be determined by MBLC in early 2026. In order to proceed, the project will require a local appropriation for the Town's share of estimated construction costs in Spring 2026.

Study: Franklin County Technical School Reconstruction

Status: MA School Building Authority (MSBA) funded feasibility study in FY24.

Department: Franklin County Technical School (FCTS)

Study Purpose: To evaluate the construction of a new vocational and technical high school. A feasibility study is a required step of a MSBA project. MSBA guidelines require the study to document educational programs, generate an initial space summary, document existing conditions, establish design parameters, develop and evaluate alternatives, and recommend the most cost effective and educationally appropriate preferred solution to the MSBA Board of Directors for their consideration.

Rationale: FCTS is now over 50 years old. In those 50 years, OSHA standards and space requirements for vocational and technical education have changed. The facility is too small for the enrollment interest. The utility systems infrastructure is reaching the end of its useful life, and renovated/upgraded replacement infrastructure will be extremely costly. The district's member towns will be better served investing their money in a new structure that meets the 21st century safety and educational demands placed on vocational technical education.

Funding: The feasibility study was funded through the FCTS stabilization fund. Montague did not contribute capital funds for the feasibility study. If the construction project is funded by MSBA, it is anticipated that the State would fund 70% to 75% of the costs for a new building project.

Timeline: Based on the feasibility study results, we can expect to know in FY26 whether MSBA will fund the new school project. If approved by MSBA, a district-wide vote for the required local share from each member community will be held in September 2026.

Study: New Elementary School Study

Status: unsuccessful MA School Building Authority (MSBA) application 2024. District re-applied to the 2025 round, but a decision has not yet been announced

Department: Gill-Montague Regional School District

Study Purpose: To study the feasibility of establishing a consolidated elementary school by closing Hillcrest School and constructing an addition to Sheffield School. A feasibility study is a required step for the MSBA to consider funding a project. The study must document educational programs, generate an initial space summary, document existing conditions, establish design parameters, develop and evaluate alternatives, and recommend the most cost effective and educationally appropriate preferred solution to the MSBA Board of Directors for their consideration per MSBA guidelines.

Rationale: Hillcrest School and Sheffield School together have significant capital needs of nearly \$7M over the next 6 years. Hillcrest School is more than 65 years old and the newest sections of

Sheffield are more than 40 years old. The current school configuration does not meet programming needs for the current and projected elementary school population.

Funding: The project would be supported by the MSBA, which would be expected to reimburse the town in the range of 70-80% of project costs.

Timeline: The School District submitted a Letter of Intent to initiate participation in the MSBA program in Spring 2025. If successful, the town would need to appropriate approximately \$200,000 in study funds for FY27. This study would be reimbursable.

Study: Clean Water Facility Upgrades Study

Status: Initial planning stages

Department: Clean Water Facility

Study Purpose: To rehabilitate the Montague Clean Water Facility. A facility planning study is necessary in order to proceed with engineering and eventual construction.

Rationale: The Clean Water Facility is aging and requires significant upgrades in order to meet the Town's wastewater needs. The Operations Building dates back to the 1960s, and struggles with insufficient heating, ventilation, and cooling, strong odor concerns, and significant corrosion of equipment. The Administration Building dates back to the 1980s, and lacks a women's shower area, in addition to requiring expanded workshop and garage bay space.

Funding: The Town intends to seek funding from grant programs offered by MassDEP and USDA Rural Development to support this study, along with grant and loan program funding to help cover eventual construction costs.

Timeline: The Clean Water Facility is interested in seeking a 2026-2027 facility planning study, followed by engineering and permitting. Timing for construction is not yet known, but likely to be approximately 4-5 years in the future.

Study: Town Hall Annex Re-use Study

Status: Completed December 2022

Department: Selectboard

Study Purpose: To adapt the Town Hall Annex for town hall needs

Rationale: The Department of Public Works vacated the Town Hall Annex in 2019. The Town needs space for expanded offices, storage needs, and for common meeting rooms to conduct town business.

Funding: The Study was funded with a \$45,000 REDO economic recovery grant. The Town has yet to identify grant funding sources to support construction.

Timeline: Study is complete. It would cost a least \$550,000 to construct a 70 -person occupancy meeting room, install ADA bathrooms, and meet the storage needs of the town hall. Cost could exceed \$1M for a full buildout.

REDEVELOPMENT + ECONOMIC DEVELOPMENT PROJECTS

Study: Strathmore Mill Demolition and Cleanup

Status: Ongoing

Department: Selectboard

Study Purpose: Remove hazardous structures and materials from vacant mill complex acquired by Town through tax title at 20 Canal Road in the Canal District of Turners Falls.

Rationale: The Canal District presents tremendous opportunities as well as liabilities. Montague has received over \$10 million in combined state and federal funding to clean up the former Strathmore Mill, removing nine vacant buildings wedged between the Connecticut River and FirstLight's power canal which pose a liability to the Town and an ecological hazard.

Funding: Design and construction are being paid with three distinct funding sources: 1) A \$5 million state earmark; 2) A \$4.92 million Brownfields Cleanup grant from the US EPA; and 3) A \$132,700 Site Readiness grant from MassDevelopment.

Timeline: Engineering is ongoing with assistance from Tighe & Bond. Design and permitting are expected to continue through the winter of 2025-2026, with demolition slated to begin during the Summer 2026 construction season.

Study: Farren Property and Montague City Rezoning Study

Status: Ongoing

Department: Planning

Study Purpose: Redevelopment strategy for 10 acres of former hospital property and nearby neighborhood.

Rationale: Former Farren site is located in the heart of the village of Montague City. The property has excellent access, direct access to an FRTA bus route, and high redevelopment

potential. Recommended reuse involves housing, commercial space, community open space, and/or bike path relocation. The neighborhood across the street, including historic properties on Rod Shop Road and Masonic Ave, is also being studied for redevelopment potential.

Funding: Both the Farren and Rod Shop Road studies are 100% grant-funded, with support from the MA Executive Office of Housing & Livable Communities, as well as MassHousing Partnership.

Timeline: Study is ongoing, with a proposed plan for re-zoning of the Farren site planned for the consideration of Town Meeting in October 2025, and for the Rod Shop Road neighborhood at a Town Meeting in 2026.

OTHER PROJECTS

Study: Biosolids Composting Facility Action Plan Study

Status: Study Complete

Department: Clean Water Facility

Study Purpose: To consider options for construction of a municipal sludge composting facility

Rationale: The Town intends to mitigate increasing solids disposal costs by composting 4 dry tons per week in a municipal composting facility. An initial 2022 study identified the Sandy Lane Transfer station as a highly feasible location for such a facility.

Funding: The study received full funding (\$150,000) from the MA Small Town and Rural Development Fund. The Town has yet to identify grant-funding sources to support construction.

Timeline: Study has been completed, but timeline for any potential construction is dependent on availability of funding.

Study: Town Building Decarbonization Roadmaps

Status: Ongoing

Department: Selectboard

Study Purpose: To consider options for decarbonization of Town facilities

Rationale: As a member of the Green Communities program, the Town supports efforts to reduce the carbon emissions of its daily operations, including with the systems used to heat and

cool the buildings belonging to various Town departments. Town has contracted with the consultant Power Options, Inc. to determine realistic opportunities and timelines for shifting Town facilities away from reliance on fossil fuels.

Funding: The majority of the funding for these roadmaps has come from an Energy Efficiency & Conservation Block Grant received by the Town. However, additional technical assistance was awarded in Summer 2025 from the MA Dept. of Energy Resources to add additional Town-owned buildings not included in the existing funding.

Timeline: Studies are ongoing and currently scheduled to be completed by December 2025.

Major Transportation Projects

Many large scale transportation projects such as bridges and state roads are funded by the Massachusetts Department of Transportation using state and federal funds. Funding decisions are influenced locally by the [Franklin County Transportation Planning Organization](#). Montague's Town Administrator is currently a voting member on that Board.

The [Transportation Improvement Program \(TIP\)](#) is a prioritized, multi-year program for the implementation of transportation improvement projects in the Franklin County region. Any project intended to receive federal transportation funds must, by federal regulation, be listed in an improvement program that includes broad public participation. The TIP is drafted each year and includes detailed project evaluations that take into account need, community support, additional benefits, project readiness, and funding availability. The TIP is an expression of intent to implement the listed projects. A final commitment of funds for each of the projects has not been issued.

The slate of programmed projects on the TIP, and potential future projects for Montague, shall be reviewed once a year by the Capital Improvements Committee to ensure that Montague is in a position to advocate for needed transportation improvements and to correlate with future capital projects.

Montague has nearly \$75 million worth of bridge projects across 6 sites slated to commence between 2024 and 2028 on the FY25 DRAFT TIP.

PROGRAMMED MASSDOT TRANSPORTATION PROJECTS						
Bridge	Project	MassDOT Project ID	Bridge ID	Budget	TIP Year	Status
South Street Bridge over Sawmill River	Bridge Replacement	609427	M28026	\$ 2,446,014	2024	Complete
North Leverett Road over Sawmill River	Bridge Replacement	612164	M28034	\$ 6,689,313	2027	25% Design
Turners Falls Rd over CT River (White Br),	Bridge Replacement	612799	G12002		2027	Preliminary Design
5th St over Power Canal	Bridge Replacement	612799	M28015		2027	Preliminary Design
6th St over Power Canal	Bridge Replacement	612799	M2816A	\$ 60,534,282	2027	Preliminary Design
Route 63 and N. Leverett Rd	Intersection Improvement	610656		\$ 3,395,280	2028	Preliminary Design
			total	\$ 73,064,889		

The following projects have been identified as future TIP eligible projects in the town:

FUTURE MASSDOT TRANSPORTATION PROJECT REQUESTS					
Bridge	Project	Bridge ID	Ownership	Status	
Center Street over Sawmill River	Bridge Replacement	M28025	Town	Bridge structurally deficient - closed to all traffic	
11th Street Bridge over Power Canal	Bridge Replacement	M28017	Town	Town completed interim repairs Spring 2025	
General Pierce Bridge over CT River	Bridge Replacement	G12020	MassDOT	MassDOT stated intention to replace the bridge	
Papermill Road Bridge over Millers River	Bridge Replacement	E10005	Town	Bridge shared with Erving	
Mormon Hollow Rd over Lyons Brook	Bridge Replacement	M28041	Town	Bridge shared with Wendell	
Swamp Road over Goddard Brook	Bridge Rehab	M28036	Town	Design complete by MassDOT Small Bridge Program	

Municipal Facilities

Montague owns a portfolio of more than 18 buildings of various ages. Seven buildings are listed as contributing structures to one of three National Register Historic Districts in Montague. The two newest facilities in Montague are the Public Works Facility (2019) and the Public Safety Complex (2009). The Town has recently conducted preliminary building assessments (not feasibility studies) for the school and library properties. Additional roof assessments were conducted in 2022. These assessments inform the six year capital plan. Additional properties should be assessed every year and the assessments should be updated every five years.

Facility	Address	Historic Register	PCA 360 Audit	Roof Assessed	Roof last Replaced	HVAC/Boiler Replaced
Town Hall	One Avenue A	Yes		2022	2022	2023
Public Works Facility	128 Turners Falls Rd			2020	2020	2020
Recycling Center	Sandy Lane			N/A		
Old Town Hall	17 Center Street	Yes	1/15/2021	2022	Repaired 2024	Splits installed 2021
Millers Falls Library	23 Bridge St	Yes	1/15/2021	2022	2008	1974 (splits in 2022)
Carnegie Library	201 Avenue A	Yes	1/15/2021	2022	2017	2005 (splits in 2024)
Council on Aging	62 Fifth St	Yes			2017	Splits installed
Unity Park Fieldhouse	56 First St				2020	
Shea Theater	71 Avenue A	Yes			2019	2017
Colle	85 Avenue A	Yes			2023	
Police Station	180 Turnpike Rd			2022	2009	2009
Sheffield School	35 Crocker Ave		11/5/2020		2010	1999
Sheffield Auditorium	35 Crocker Ave		11/5/2020		2010	1999
Sheffield Admin	35 Crocker Ave		11/5/2020		2010	1999
Hillcrest School	30 Griswold St		11/5/2020		2000	
CWF Admin	34 Greenfield Rd			2022		
CWF Operations	34 Greenfield Rd					2024
Airport Buildings	Aviation Way			2022		

Properties to prioritize for assessment in FY27: Council on Aging, Shea Theater, Town Hall, Colle Building, Unity Park Fieldhouse, Airport Buildings

Reference Reports for Capital Needs

Category	Plan Reference Title	Last Updated
Collections System	Long Term Control Plan	2023
Roads	Pavement Management Study	2023
Roads	Culvert Inventory	2021
Roads	Sidewalk Inventory	2019
Bridges	MassDOT inspection Reports	ongoing
Community Development	Comprehensive Plan	2024
Facilities	Libraries Strategic Plan	2022
Parks and Open Space	Parks Strategic Plan	annual
Airport	Airport Improvement Plan	annual
Clean Water Facility	CWF Capital Plan	annual
Vehicles	DPW Capital Replacement List	annual
Vehicles	Police Vehicle List	annual

Financing the CIP

In accordance with Montague's Financial Management Policies, the Finance Committee and Selectboard play a primary role determining the funding sources for capital needs. Regardless, it is important for the CIC and the public to have a full understanding of the potential funding sources available to finance capital projects.

The Capital Improvement Plan identifies the following sources to fund planned capital improvement projects:

General Fund Cash: The Capital Plan does not typically include equipment and other small capital items that are funded directly from the General Fund operating budget. The general exception is that Police Cruisers are typically funded through general fund cash.

Free Cash: Represents the surplus of the general fund operating budget at the close of a fiscal year--resulting from revenues realized in excess of estimates, and expenditures less than appropriations, plus unused Free Cash resulting from the prior fiscal year. Free Cash can be used from time to time to fund capital projects directly.

Town Capital Stabilization: The Town of Montague maintains a Town Capital Stabilization Account that is used to fund capital purchases directly on a pay-as-you go basis or underwrite debt service for capital projects. It is funded at 0.2% of the prior year's General operating Revenue net of revenues targeted for specific purposes plus revenue from cannabis retail sales tax and 51.5% of annual Kearsarge solar lease payment through FY43.

Revolving Funds: The Town maintains several revolving funds for services such as park and recreation programs, tree funds, aviation fuel, and hazardous materials. At times, capital expenses directly related to the activity covered by the revolving fund may be appropriated by Town Meeting vote.

Community Preservation Act (CPA) Funding: The Town of Montague does not currently participate in the Community Preservation Act. The CPA is a potential source of funding for capital improvements involving historical preservation of buildings and landscapes, housing production, park and recreational improvements, and open space preservation.

Reprogrammed Funds: When there are funds remaining from completed capital projects, such funds may be identified and used for other projects.

Enterprise Funds: The Town of Montague maintains two enterprise funds: Clean Water Facility and Turners Falls Municipal Airport. Each enterprise fund maintains a capital stabilization fund

which may be used for capital programs. These are funded by enterprise retained earnings and may not be used for general fund expenditures. The Airport does not currently have its own capital stabilization fund.

Sale of Land: From time to time, the Town acquires property through tax title foreclosure. The Town sells such properties at auction. From time to time, the Town disposes of surplus real estate, which is sold through the bid process. The proceeds from either transaction may be used for capital purposes.

Other: These are funds that do not arise from the Town's usual tax process. Such funds may include grants, state and federal funding, trust funds, private donations, gifts, and other sources.

American Rescue Plan Act (ARPA): This act provides funding for town needs that do not appear in the budget. The provisions of this act provided supplemental funds in FY21 through FY23 totaling more than \$2.4M. These funds must be fully spent by December 31, 2026, and have all been allocated to non-recurring expenditures within the scope of the Act. The Selectboard has the authority to spend these funds. Approximately \$1.36 million (55%) of the ARPA funds received by the Town were allocated to wastewater infrastructure, \$487,000 (20%) to general capital improvements, \$393,000 (16%) to economic/community recovery, and \$215,000 (10%) to project contingency.

Bonds/Borrowing: Bonds refer to expenditures that are financed through borrowing. A bond is a written promise to pay a specified sum of money, called the face value (par value) or principle amount, at a specified date or dates in the future, called maturity date(s), together with periodic interest at a specified rate.

There are different kinds of borrowing, each with its advantages and disadvantages.

- **General Fund Borrowing within the Levy:** Borrowing may be structured so that debt payments are made within the Proposition 2½ levy limit. Such debt payments have no impact on taxation, but have the disadvantage of diverting funds from other programs and services. Borrowing within the levy should be done only for short-term, low debt-service payment loans.
- **Debt Exclusion:** This is a vote by a municipality at an election to exclude debt-service payments for a particular capital project from the levy limit. The amount necessary to cover the annual debt-service payment is added to the levy limit for the life of the debt only.
- **Enterprise Fund Borrowing:** Debt payments may be authorized and paid through enterprise funds, and the debt service is reflected in the user fees associated with the particular enterprise fund. For example, a sewer project may be borrowed for and paid

through the sewer enterprise fund without impacting taxes or other non-sewer rate payers.

- **Capital Exclusion:** Not technically a borrowing, a capital exclusion is a voter-approved one-time payment for a capital project that is excluded from the levy limit. If used appropriately, capital exclusions may be used to avoid peaks and valleys in the tax rate.

Long Term Debt

Long term debt is an important financing source for capital projects that cannot be accommodated within the annual operating budget. The Town Selectboard, Finance Committee, and CIC have adopted a debt management policy which identifies standards and practices. The Capital Plan and program is a means for identifying projects that are candidates for debt financing.

Of prime concern is the amount of annual debt service authorized by the Town. For the General Fund, optimal annual debt service is expected to range from 2% of net operating revenues at the low end to no more than 10% of net operating revenues at the high end.

Anything less than 2% may indicate that the Town is not keeping up with capital needs. Conversely, payment of more than 10% directs too many resources into debt payments. Exceeding either limit signals prospective bonding and credit rating agencies that the community may not be managing its finances appropriately.

Most of the town's debt is in excluded (from the levy limit) long-term debt. The current debt ratio is 4.59%. This rate may not exceed 15%. The Town of Montague carries excluded debt for 5 projects (plus one regional school district project). The most significant debt is associated with two major building projects: the Public Safety Complex and the DPW Facility. The following debt projection is useful for identifying the Town's capacity for acquiring future debt and the timing of major construction projects.

FY26 General Fund Debt (non-excluded)

FY 24 General Operating Revenue: \$24,831,999

FY 26 General Fund Debt less excluded debt: \$37,533

General Fund Debt Ratio: 0.15% (Under the recommended minimum)

Debt Policy Minimum: 2% Target: 5% Max: 10%

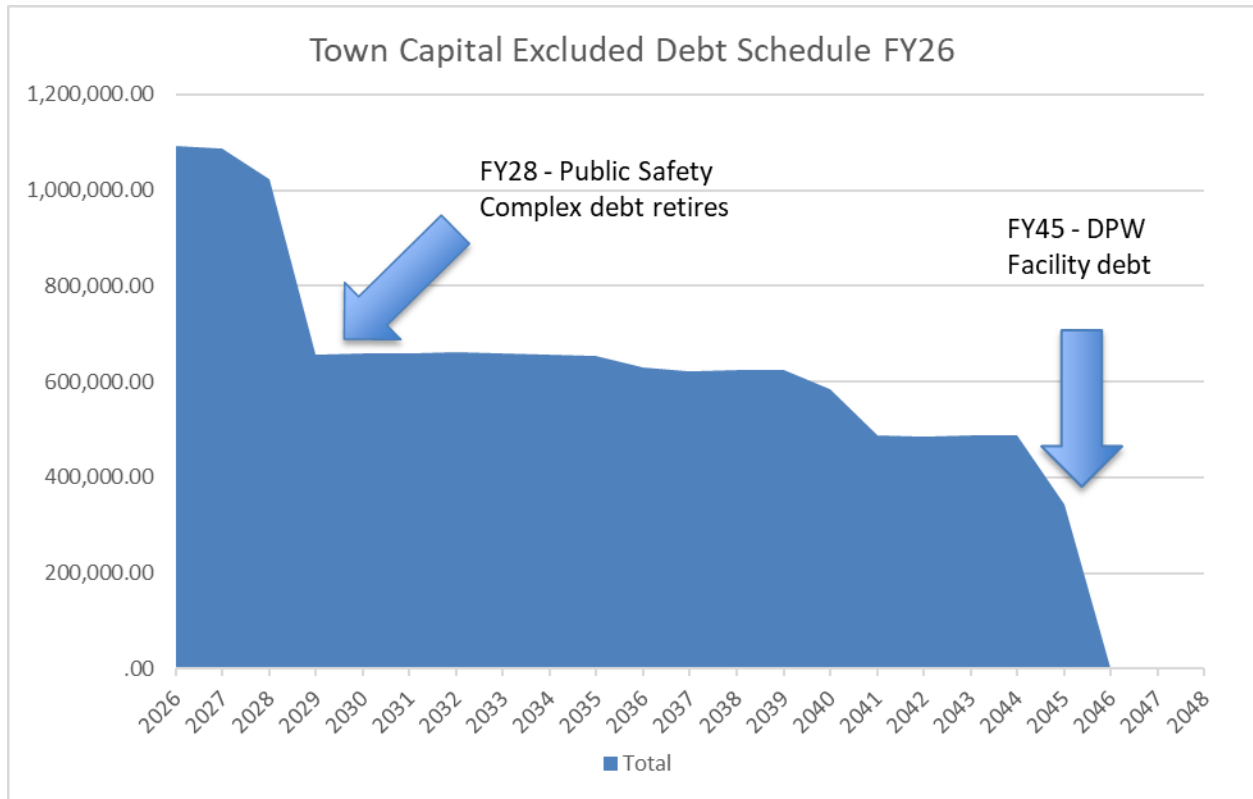
FY 26 Total General Fund Long Term Debt

FY 24 General Operating Revenue: \$24,831,999

FY 26 General Fund Debt: \$1,140,025

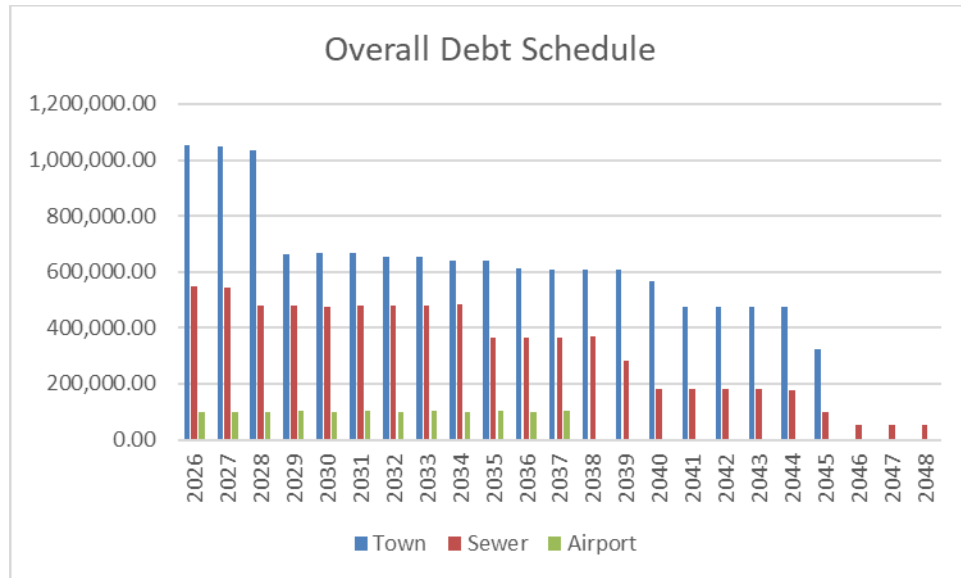
Long Term Total Debt Ratio: 4.59% (On target; Less than the Maximum)

Max: 15%



Major Long Term Debt Projects in Montague (Town):

Project	Initiation	FY Debt Retirement	Total Principal and Interest Outstanding
Combined Sewer Overflow	2005	2048	\$ 1,459,694
Great Falls Middle School	2006	2026	\$ 101,088
Public Safety Complex	2009	2028	\$ 1,218,976
Strathmore Abatement	2016	2035	\$ 257,367
Sewer Siphon	2016	2039	\$ 559,060
Public Works Facility	2018	2045	\$ 10,721,515
			\$ 14,317,700



In Montague, the Clean Water Facility Enterprise and Airport Enterprise Funds carry debt in addition to the General Fund. In accordance with the Debt Management Policy, the Town endeavors to structure non-exempt, and enterprise fund debt in a manner that will minimize the impact of taxpayers and ratepayers.

The Clean Water Facility Enterprise fund is carrying about \$400,000 in debt payments over the next 10 years. But it is noteworthy that this projection does NOT include the Screw Pump debt that was authorized at \$2,500,000 in FY23. (This project is in the process of being financed).

The \$3,000,000 debt authorized in FY26 for Phase 2 of the Sewer Collections System Rehabilitation is also not yet reflected. This debt will be handled on a split basis between the General Fund (60%) and Clean Water Facility Enterprise (40%), reflecting the approximate proportions of work expected to take place on combined versus separated sections of sewer, respectively.

Capital Planning Cycle

The Capital Planning Cycle is held in coordination with the Annual Budget Cycle adopted in Montague's Financial Management Policies

October – December: CIC meets with selected department leaders to review major capital project or equipment needs. This may be inclusive of site visit(s) to various facilities. Note that capital requests—or at minimum, notice of intent to submit a capital request—are to be submitted on or before December 31.

Early January: CIC meets in joint session with the Finance Committee and Board of Selectmen to receive preliminary guidance relative to the resources expected to be available for capital projects in the upcoming fiscal year.

January – February: CIC meets with department leaders to discuss the specifics of their capital requests, review documentation framing the relative urgency of those requests, and any estimates received and submitted as part of the request. This activity may bleed into early March.

March: CIC meets to deliberate and finalize capital spending recommendations for the coming fiscal year to the Finance Committee, and meets in joint session with the Finance Committee and Selectboard to share the CIC report relative to those recommendations.

May – June: CIC meets to review the past year's process, consider possible improvements, and plan for the coming year.

July - August: The Assistant Town Administrator distributes 6-year capital plan to department heads for review and refinement. An updated version of the Town's capital plan is prepared for CIC review and approval.

Late August – September: CIC adopts the updated CIP by September 15 and the plan is then presented to FinCom and Selectboard. CIC considers any capital requests submitted for the Fall Special Town Meeting. These requests are generally expected to be holdover items from the previous fiscal year, but may in some instances be new, emergent priorities, which would require CIC attention.

Appendix A: CIC FY26 Capital Report to Town Meeting



Montague Capital Improvements Committee

May 2025 Annual Town Meeting Report

Approved by the CIC 4/9/2025

I. Background

The Capital Improvements Committee (CIC) received requests and began meeting with Montague department heads and regional school district leaders beginning in December 2024 to evaluate capital needs as outlined in their Special Article Requests. The Special Article Request forms that were adopted and implemented in 2017 continue to serve as the framework for presenting the capital needs of each department.

In this report of the CIC's FY2026 recommendations, we summarize the committee's findings based on several months of meetings, research, and deliberation. The grading system, shown in Section II, is consistent with that used in past years.

This year the CIC initially received twenty (20) capital article requests. Over the course of four months, the proposers were brought in for presentation and discussion of their requests. Through these discussions and review of additional information, some requests were reformulated, combined, disaggregated, withdrawn, or otherwise modified. This report presents the final slate of seventeen (17) capital requests and the CIC's recommendations following its investigation into said requests.

Important note on CIC's process:

--The unanimous votes you will see on these Capital Articles reflect the committee's thoroughness and persistence in investigating each article. This includes pursuing information on every possible alternative to each proposed expenditure, and demanding convincing evidence regarding the needs, legal requirements, timing, and impact to the Town's residents and employees of each proposed Article.

II. Approach to Evaluation of Requested Articles

Defined Criteria/Rationale Used in Assessing Special Article Requests

Public Safety: Does the capital improvement rectify a safety concern or otherwise prevent a potential public safety issue?

Cost Avoidance: Will the capital improvement serve the Town financially?

Service Interruption: Does the capital improvement prevent an interruption in services?

Other: Any other reason identified as relevant by the CIC.

Grading System

Recommend: Given appropriate budget space, the committee believes that the capital improvement should be funded. The CIC evaluation does not formally consider the question of financial capacity, which is left to the Finance Committee and Selectboard.

Recommend with Reservations: The committee would generally recommend the capital improvement but may find that elements of the project scope are unclear or incomplete, that it lacks a convincing professional cost estimate, or doesn't address or account for some long-term needs and concerns of the town.

Does not Recommend: The committee does not recommend moving forward with the capital improvement as presented. This may be due to the nature or timing of the project, the apparent need for the project, the availability of scope or cost information, or other reasons.

III. Recommendations on Requested Articles

1. Summary Table of Fiscal Year 2026 Submissions and Recommendations

The table below offers a summary view of special article requests and CIC recommendations for FY26 capital project spending. Overall, spending associated with recommended articles equals \$4,766,370. These recommendations are further explained in section II.

Summary of Final Motions/Recommendations

Request	Amount	Approved	Vote
Clean Water Facility- Purchase Used Mini-Excavator	\$ 60,000	Yes	4-0
Clean Water Facility- Portable Emergency Generator	\$ 30,000	Yes	4-0
Clean Water Facility- Lake Pleasant Station Generator	\$ 37,800	Yes	4-0
Clean Water Facility- Thickened Sludge Pump Replacement (x2)	\$ 104,000	Yes	4-0
Public Works/Selectboard- Phase 2 – Sewer Collection System Rehabilitation	\$ 3,000,000	Yes	4-0
Public Works- Replace 2003 International 7400 10 Wheel Dump Truck	\$ 365,000	Yes	4-0
Public Works- Replace 2002 International 4900 Dump Truck	\$ 325,000	Yes	4-0
Public Works- Replace 2001 Ford E450 Camera Van	\$ 70,000	Yes	4-0
Public Works- Replace 2007 Ford F-150 Pickup	\$ 65,000	Yes	5-0
Public Works- Oakman St Slope Stabilization	\$ 60,000	Yes	5-0
Public Works- Meadow Rd Guardrail Work	\$ 200,000	Yes	5-0
Public Works- Equipment and Major Repairs (Discretionary)	\$ 36,470	Yes	5-0
Public Works- Alley and Non-Ch90 Road Paving	\$ 30,000	Yes	5-0
Millers Falls Library Storefront Renovation	\$ 39,000	Yes	5-0

Unity Park Playground Improvements	\$ 125,000	Yes	5-0
FRTA Bus Stop Improvements (Industrial Blvd/Millers Falls Rd)	\$ 60,000	Yes	5-0
Montague Center Complete Streets Design	\$ 91,200	Yes	5-0
Keith Footbridge Abatement	\$ 67,900	Yes	5-0

2. FY26 Articles Recommended for Consideration by Annual Town Meeting

Clean Water Facility Purchase Used Mini-Excavator (\$60,000)

The CWF performs many on-site and off-site routine updates and special projects requiring the use of an excavator. The facility is also responsible for managing its own groundskeeping, excavation, and lifting work when necessary. The CWF has borrowed other municipal excavators and spent over \$25,000 on the rental of a small excavator to perform site work on multiple projects for calendar year 2024, and would rather invest in owning a used excavator to use whenever needed.

Cost avoidance: This equipment will create cost-savings by allowing the department to avoid rental costs, which would otherwise be needed frequently for staff to handle in-house projects.

*Capital Improvements Committee grade: **Recommend***

CWF Portable Emergency Generator (\$30,000)

The current back-up portable generator is circa 1981 and is overdue for replacement. A recent inspection performed by the service technician, PowerGen Technologies LLC, has recommended replacement, as parts on the 1981 generators have become obsolete and cannot be replaced if the generators fail.

DEP/MGL also requires operable and serviceable generators at all wastewater pumping stations in order to prevent a backup and discharge of untreated sewage during power outages. The portable generator is a redundant back-up power supply to any out-of-service fixed generators located at any of the eight (8) pump stations.

Public Safety: A portable generator is needed in case of emergencies or inoperability of any of the fixed-location generators at the wastewater pumping stations. If a fixed-location generator fails, the portable unit is deployed to keep the system functioning, preventing unsanitary and costly backups and discharges of untreated sewage.

*Capital Improvements Committee grade: **Recommend***

CWF Lake Pleasant Station Generator (\$37,800)

As part of the planned continuation of the nine (9) pump station generator replacements, including stationary generators at each of the eight (8) pump stations, and one (1) portable unit, this generator serves the Lake Pleasant Road pump station in Lake Pleasant and is circa 1981. The current generator at this station was originally a portable generator that was made semi-permanent due to a previously failed stationary generator.

An inspection performed by the service technician, PowerGen Technologies LLC, has recommended replacement, as parts on the 1981 generators have become obsolete and cannot be replaced if the generators fail.

DEP/MGL also requires operable and serviceable generators at all wastewater pumping stations in order to prevent a backup and discharge of untreated sewage during power outages.

Public Safety: A replacement generator is needed to keep the system functioning in case of power outages or interruptions, preventing unsanitary and costly backups and discharges of untreated sewage.

*Capital Improvements Committee grade: **Recommend***

CWF Thickened Sludge Pumps Replacement x2 (\$104,000)

The CWF has historically utilized three (3) thickened sludge pumps to pump sludge from the gravity thickener and two (2) sludge holding tanks—to feed liquid sludge to the press for dewatering, and/or feed liquid sludge to a 9,000-gallon tanker for disposal.

Since the loss of the Turners Falls papermills, the facility no longer needs all three (3) pumps, needing only the use of two (2). (Redundancy is required as per Massachusetts law).

The old pumps are piston-style pumps circa 1981, with replacement drives from 2010. These are an outdated and extremely dangerous pump style, having exterior rotating parts which pose a serious safety risk of death or serious injury to staff. This concern was mentioned in a Dept of Labor Standards/OSHA inspection in February 2024.

The update will replace two (2) of the pumps with an appropriate pump style, replace some of the deteriorated piping on both the inlet and discharge sides of each pump with stainless steel, and will update controls. CWF staff will procure the equipment and perform the demolition and installation of the pumps in-house. The third pump will be completely removed from service and disposed of as per Town Policy/Mass. General Laws.

If the pumps are not replaced, they face imminent failure, which would prevent the facility from removing sludge/solids, which would in turn cause significant non-compliance with permitted solids removal requirements of the EPA/MA DEP.

Public Safety: The current piston-style system is outdated and no longer considered safe for CWF staff. In addition, the risk of inoperability of the facility if the pumps were to fail creates an environmental and health hazard to the Connecticut River, while also burdening the Town with liability for fines and penalties.

*Capital Improvements Committee grade: **Recommend***

Phase 2 – Sewer Collection System Rehabilitation (\$3,000,000)

As part of the Town's combined sewer overflow (CSO) Long-Term Control Plan (LTCP) update, the Town contracted with the engineering firm Wright-Pierce to develop short and long-term implementation plans for improving the maintenance, operation, and condition of its wastewater collection system. The requested funding is needed to complete the work that has been designated as either Priority 1 or Priority 2 in need of completion. Completing this work within a 10-year period is a condition of the Town's National Pollutant Discharge Elimination System (NPDES) permit, meaning that implementing this rehabilitation is the Town's legal obligation.

This work includes the rehabilitation of 15 underground pipes (4,867 linear ft.) in Turners Falls, as well as 22 similar pipes (4,592 linear ft.) in Millers Falls, and the rehabilitation of 74 manholes in Millers Falls.

This Phase (2) is a continuation of the ongoing Phase 1, which is expected to be completed by Spring 2025, and includes the rehabilitation of 53 manholes. Phase 1 has been funded through a \$500,000 Rural / Small Town Development Grant from the state.

Service Interruption: The Town is obligated under its NPDES permit to implement the repairs identified in the LTCP. The work identified by the project engineer as being Priority 1 or 2 is essential to the continued functionality of the Town's wastewater collection system, of which much of the current infrastructure is 75-100 years old.

Currently, several areas of excessive inflow and infiltration of stormwater and other runoff into the sewer system lead to undue strain on operations by increasing the overall volume of water in the system. Especially during heavy rainfall events, this also increases the likelihood of CSO discharges, which are an environmental and health hazard, and can further expose the Town to liability for noncompliance with its NPDES permit.

*Capital Improvements Committee grade: **Recommend***

DPW Replace 2003 International 7400 10-Wheel Dump Truck (\$365,000)

At 22 years old, the current truck has reached the end of its useful life. Replacement of this vehicle is needed for year-round highway maintenance including clearing winter roads and hauling construction materials to and from job sites.

Service Interruption: Purchase will replace an aging 2003 International 7400 with wing plow and spreader. The truck has undergone significant repairs including replacement of the dump body in 2017. This replacement request follows the Town's Capital Improvement Plan, which recommends a 20-year replacement cycle for large dump trucks to help the Town avoid

unpredictable repair costs, service interruptions, and difficulty finding parts for outdated vehicles.

*Capital Improvements Committee grade: **Recommend***

DPW Replace 2002 International 4900 6-Wheel Dump Truck (\$325,000)

At 23 years old, the current truck has reached the end of its useful life. Replacement of this vehicle is needed for year-round highway maintenance including clearing winter roads and hauling construction materials to and from job sites.

Service Interruption: Purchase will replace an aging 2002 International 4900 with plow and spreader. This replacement request follows the Town's Capital Improvement Plan, which recommends a 20-year replacement cycle for large dump trucks to help the Town avoid unpredictable repair costs, service interruptions, and difficulty finding parts for outdated vehicles.

*Capital Improvements Committee grade: **Recommend***

DPW Replace 2001 E450 Camera Van (\$70,000)

The DPW's camera van contains special closed-circuit television (CCTV) equipment, allowing staff to monitor the Town's sewer collection system for problems as well as for regular inspection reports. The current van dates back to 2001, and was originally an ambulance prior to its acquisition by the department. This purchase will replace the current van with a new vehicle.

Service Interruption: The 2001 van is beyond the Capital Improvement Plan's recommended 12-year replacement cycle for most vehicles to help the Town avoid unpredictable repair costs, service interruptions, and difficulty finding parts for outdated vehicles.

*Capital Improvements Committee grade: **Recommend***

DPW Replace 2007 Ford F-150 pickup (\$65,000)

The DPW currently utilizes a 2007 Ford F-150 for use primarily by its custodian to travel between Town buildings while transporting cleaning supplies and equipment. The truck is also used at various times for the movement of furniture and goods between Town facilities. This purchase will replace the current truck with a new vehicle. Additionally, the department views this vehicle as an excellent opportunity for electrification, and intends to pursue grant funding to replace it with an electric vehicle.

Service Interruption: The 2007 truck is beyond the Capital Improvement Plan's recommended 12-year replacement cycle for most vehicles to help the Town avoid unpredictable repair costs, service interruptions, and difficulty finding parts for outdated vehicles.

*Capital Improvements Committee grade: **Recommend***

DPW Vehicles and Equipment Fund (\$36,470)

This fund provides accessible funding for the DPW superintendent to fund purchases of and/or major repairs to DPW vehicles and equipment that are needed unexpectedly between Town Meetings. Expenditures from this fund are governed by a longtime policy that was revised and adopted formally in 2022. This policy requires Selectboard approval for any expenditure exceeding \$25,000.

The policy also indicates that the fund should be replenished at Annual Town Meeting to an amount not to exceed \$100,000, based on the amount in the fund as of March 1. Due to the high volume of other DPW capital requests for FY26, the Selectboard voted to recommend the fund be replenished to the reduced level of \$75,000.

Based on a balance of \$38,530 in the DPW discretionary account as of March 1, this appropriation is expected to return the total DPW discretionary fund balance to approximately \$75,000 at the end of the current fiscal year.

The DPW vehicle/equipment inventory is current and in good condition. No large unexpected expenses are predicted, but they may still occur.

Service Interruption: Should a vehicle or large piece of equipment fail (without this appropriation) it is quite possible that said equipment could remain out of service, potentially hindering snow removal or disrupting time-sensitive construction projects while the Town identifies a method to appropriate funding to repair or replace.

*Capital Improvements Committee grade: **Recommend***

DPW Alley and Non-Chapter 90 Road Paving (\$30,000)

The condition of most of our alleyways is poor to fair. Alleys have been traditionally under-maintained because they are not eligible for state Chapter 90 funds (traditionally the source for funding street and road paving repairs). The alleys are important for public safety and sanitation.

The DPW intends to conduct the paving “in-house” using DPW equipment and labor.

Public Safety: The alleys in the densely developed downtown are important for public safety and sanitation.

*Capital Improvements Committee grade: **Recommend***

Millers Falls Library Storefront Renovation (\$39,000)

Recent improvements to this Library branch have included new HVAC installation and replacement of both the windows and backdoor. A remaining obstacle to the building's energy efficiency is the glass storefront on the front of the building.

The storefront leaks cold air in the summer and hot air in the winter. The glass makes the immediate area around it quite hot from the spring through early fall, and also creates a “fishbowl” effect that is uncomfortable for some library staff and patrons. Additionally, the front door regularly lets in water during heavy rains, which has led to interior floor damage. The current door also does not meet accessibility requirements.

This project will replace the storefront with a regular building façade, incorporating large but standard-sized windows in keeping with the aesthetic of the neighborhood, and an ADA-compliant automatic front door. This project is estimated to cost \$39,000.

Cost Avoidance: This project will create cost savings in the form of reduced energy consumption for the building. It will also help prevent expensive repairs from the continued infiltration of water into the building via the entryway.

*Capital Improvements Committee grade: **Recommend***

Unity Park Playground Improvements (\$125,000)

This project will replace the rubber, pour-in-place (PIP) ground surface and the tube slide in the Unity Park playground. The current PIP surface is beyond its useful life and has been cracking and pulling up in numerous areas due to high traffic. Approximately 2,500 sq. feet of PIP surfacing must be replaced. A new tube slide will replace the current one that was purchased and installed in 2000 and is also beyond its useful life.

Unity Park is not only the most popular public park in Montague, but is also one of the most popular play areas in Franklin County. The playground receives constant patronage, which speaks to the importance of committing to routine maintenance. The life of rubber pour-in-place surfacing is approximately 10 years, and the current PIP surface was installed 13 years ago during Phase 1 of the Unity Park Improvement Project.

The replacement of this surface is not only critical to the safety of our patrons but also meets ADA regulations for public play spaces. Attempts have been made to patch torn areas, but these efforts have yielded less-than-acceptable results.

The current blue tube slide is one of the most popular and beloved items in the playground area. Unfortunately, it is also quite old, and even pre-dates the tenure of the Parks & Recreation Director. It was installed in the year 2000. The accepted life of playground equipment is approximately 15 years. The Parks & Recreation Department has been spending more time, energy and resources attempting to maintain the slide than is practical or safe, and this item should be replaced to ensure the safety of all users.

Public Safety: If not replaced, the worn PIP surface constitutes a tripping hazard, and the dated tube slide will present a possible safety risk for patrons of the park.

*Capital Improvements Committee grade: **Recommend***

FRTA Bus Stop Improvements (Industrial Blvd/Millers Falls Rd) (\$60,000)

The Franklin Regional Transit Authority (FRTA) was awarded a grant from MassDOT's Shared Streets and Spaces program in the amount of \$178,376 to fund improvements to the two bus stops on either side of Millers Falls Road at the intersection with Industrial Boulevard. Proposed improvements included four possible alternates, consisting of either Rectangular Rapid Flashing Beacons (RRFB) or HAWK Beacons for pedestrian crossing, and of either Simme-Seats or bus shelters for the comfort and convenience of transit users.

A deficit of \$57,287 exists between the grant award and the project engineer's opinion of probable cost for the least expensive of the four alternates, which includes RRFBs and Simme-Seats. As a result, the FRTA is now approaching the Town and other stakeholder organizations, such as the Franklin Regional Housing and Redevelopment Authority (FCRHRA), to request assistance with funding this shortfall.

If the FRTA is unable to secure sufficient additional funds to support the project, there is a risk that the grant funds would need to be surrendered and the project would not move forward. Under current economic circumstances, there is no guarantee a future grant opportunity will be available.

The project as designed would improve safety for all users at a bus stop location served by two bus routes (23, 32), at an intersection which serves the Industrial Park and becomes quite busy during peak hours.

Public Safety: The current configuration of this intersection lacks any pedestrian facilities, despite the fact that the bus stops on both sides of the street are utilized by passengers of two bus routes which experienced a combined ridership of over 28,000 during FY24. At present, these two bus stops on a 40-mph road do not even have a crosswalk painted on the pavement where passengers get onto and off the buses. Riders looking to access the Airport Industrial Park, Franklin County Technical School, or the Franklin County Regional Housing & Redevelopment Authority from the eastbound stop must cross Millers Falls Road, which is not safe to do under present conditions.

*Capital Improvements Committee grade: **Recommend***

Montague Center Complete Streets Design (\$91,200)

The Town applied for and was awarded the sum of \$499,682.80 from MassDOT's Complete Streets program to support three improvements in Montague Center. These include safety improvements alongside North Street, Main Street, and the Town Common; bicycle accommodations on Main Street; and improvements at the FRTA bus stop on Main Street in Montague Center. While the grant is eligible to fund construction-phase services, including administration and oversight, other necessary expenses must come from other sources.

The Town has received quotes to provide the additional services that are necessary for the projects to move forward. Items that require funding include Final Design (\$74,400), Project Specifications (\$6,400), and Bid Documents and Bid Tabs (\$10,400), totaling \$91,200.

The substantial award from MassDOT for these three projects in Montague Center presents a rare opportunity to leverage outside resources for improving vehicular, pedestrian, and bicyclist safety in the village center. Allowing these projects to advance presents significant cost savings as compared to the Town relying on its own capital funds to cover nearly \$500,000 worth of construction costs on these essential improvements.

This area has been the subject of intensive concern and discussions for several years by neighborhood residents with the Planning Board and Selectboard, related to local traffic safety. Community input has identified traffic calming and bike/pedestrian safety improvements as top priorities.

Public Safety: The high speed of motorists travelling through the Montague Center village has been a topic of concern among local residents for several years. The primary motivation behind the Town's successful grant application was to implement traffic-calming measures that will improve the safety of the road for vulnerable road users such as pedestrians and bicyclists, reducing the risk of serious and fatal collisions.

*Capital Improvements Committee grade: **Recommend***

Keith Footbridge Abatement (\$67,900)

As part of the proposed demolition project of the former Strathmore Mill site at 20 Canal Road, the Keith footbridge, spanning the Power Canal and connecting the complex to Canal Street, will need to be removed.

The footbridge is owned by FirstLight Hydro Generating Co., which has agreed to fund and procure construction services for its removal. However, the Town is responsible for mitigating hazardous materials on the Town-owned utility lines which are located on this bridge. The requested funds are necessary for the engineering and abatement to remove asbestos-containing materials from the Town's utility lines on the footbridge.

After the removal of hazardous materials, DPW staff will cut and cap the utility lines, after which the bridge will be ready for removal by FirstLight's contractors.

Public Safety: The demolition project for the former Strathmore Mill complex in the Canal District of Turners Falls is based on the threat posed to the community by the presence of these unsafe and decaying structures. The buildings on the site are in the initial stages of collapse, and must be addressed in a timely fashion to prevent immense harm to the health and safety of residents, as well as to the ecology of the Connecticut River, should an unplanned collapse occur. Abatement of hazardous materials on the Town-owned utility lines of the Keith footbridge is a necessary prerequisite to further work.

FY27 Preview

The CIC discussed several projects in great detail that are not included in the FY26 slate of capital requests. These articles were not ready for the CIC to recommend to tonight's Annual Town Meeting, but the CIC expects to receive and review updated requests for upcoming Town Meetings.

- GMRSD Sheffield Admin repointing/exterior work
- GMRSD Sheffield Admin window replacements
- GMRSD Sheffield Admin ADA restrooms
- GMRSD New Elementary School Feasibility Study (match for leveraging MSBA grant)
- CWF Secondary and primary clarifiers upgrade
- Off-road sewer lines relining
- Swamp Road bridge rehab match (for leveraging MassDOT Small Bridge grant)
- Avenue A traffic signal replacements (2)

6 Year Capital Plan

The updated 6-Year Capital Plan is in the process of being developed. The CIC is currently taking inventory from all existing studies of capital assets (facilities, utilities, roads, vehicles, etc.) to develop a central, prioritized capital plan with a 6-year planning horizon.

Respectfully,

Gregory Garrison, Chair

Jason Burbank

Ariel Elan

Chris Menegoni

Lynn Reynolds

August 27, 2025

Chris Nolan-Zeller
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

9B

Re: **Limited Subsurface Investigation Scope of Work**
38 Avenue A
Turners Falls, Massachusetts

Dear Chris:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to submit this Scope of Work and Cost Estimate to conduct a Limited Subsurface Investigation (LSI) at the property located at 38 Avenue A (Parcel Identification Number: 04-0-0041), in the Village of Turners Falls, Town of Montague, Massachusetts (the Site). Our understanding is that the Town of Montague (the Town) is seeking to further evaluate the Recognized Environmental Conditions (RECs) identified by Weston & Sampson in our January 2025 Phase I Environmental Site Assessment (ESA) that was conducted on behalf of the Franklin County of Governments (FRCOG).

Based on our recent discussions with you, our understanding is that the Town of Montague is working toward redeveloping the Site as a new library to be constructed with a slab-on-grade or crawl-space type foundation.

INTRODUCTION AND BACKGROUND

The Site consists of a grass-covered lot comprised of landscaped areas and several trees. Paved sidewalks extend across the southern and eastern boundaries. Topography slopes generally north in the direction of the nearby Connecticut River and associated canal. The Site can be accessed from all sides. The surrounding area is primarily of mixed use consisting of downtown commercial businesses, apartments and a Department of Conservation and Recreation (DCR) park, known as the Great Falls Discovery Center.

Weston & Sampson completed an ASTM International (ASTM) E1527-21 Phase I ESA for the Site to assist with due diligence activities associated with the potential redevelopment of the Site. The Phase I ESA concluded that the following Recognized Environmental Conditions (RECs) exist for the Site:

- Between 1884 and 1966, a large commercial building occupied the Site with portions overlapping onto the westerly adjoining property. This building was primarily used as a hotel with various commercial occupants. Numerous additions occurred until the majority of the Site was occupied completely by building. In 1974, Cumberland Farms, a convenience store with retail fuel sales, was constructed on the Site and operated until 1993. The former building was used for office space and Town events until it was demolished in 2023. Since 2023, the Site has remained a grass-covered vacant lot with picnic tables for use as open space. The former Cumberland Farms included five (5) underground storage tanks (USTs) that were installed in 1974 and removed in 1993. Confirmatory soil and/or groundwater sampling was not documented when the USTs were removed. The likely presence of hazardous substances and/or petroleum products, at the Site, due to a likely release to the environment associated with the former gasoline USTs is considered a REC.
- The area surrounding the Site has been occupied by commercial and residential properties since downtown Turners Falls was developed in the late 1800s. During the late 1800s to mid-1900s, buildings associated with the historical Site hotel occupied the western adjacent property. Between approximately 1940 and 1952, a portion of a westerly adjoining former building (historically an auto warehouse then a printing company) may have partially occupied the corner of the Site. Two (2) gasoline USTs were associated with this former building, with at least one of the gasoline tanks located on or near the Site

along Second Street. Additional information regarding the historical gasoline tanks was not obtained. Therefore, the likely presence of hazardous substances and/or petroleum products, at the Site, due to a likely release to the environment associated with the gasoline UST located on or near the western boundary, is considered a REC.

- Pioneer Litho Company adjoined the Site to the west from the 1950s through 1980s. Information regarding the associated handling and storing practices of the printing operations was not obtained. The likely presence of hazardous substances and/or petroleum products, at the Site, due to a likely release to the environment associated with the former adjoining printing operation, is considered a REC.

Weston & Sampson recommended that a LSI be performed at the Site to evaluate the RECs summarized above.

SCOPE OF WORK

Task 1: Project Management and Meetings

Weston & Sampson will perform project management and coordination activities throughout the course of the project including staffing, scheduling, and budget tracking. This task also includes activities such as correspondence and coordination with appropriate Site contacts and subcontractors, the laboratory, the Town, and the owner's project manager / design team for the library project. In addition, Weston & Sampson anticipates attending two (2) virtual meetings to present the initial data findings and the final report findings to the Town. We have budgeted up to two (2) hours each for the Licensed Site Professional (LSP) and Project Manager to prepare for and attend each meeting.

Task 2: Health and Safety Plan (HASP), Initial Site Reconnaissance, Geophysical Survey, and Utility Clearance

Prior to fieldwork, Weston & Sampson will generate a site-specific HASP for our personnel conducting the proposed investigation activities at the Site. The purpose of this document is to describe Site hazards and confirm proper and safe conduct of site operations. Non-Weston & Sampson personnel (i.e., Town, subcontractors, etc.) are not covered by the HASP. The HASP will include:

- The use of appropriate personal protective equipment (PPE).
- Relevant emergency and project contacts.
- First aid and handling procedures of injuries requiring medical attention and transport to the nearest local hospital.
- Sign-off sheet acknowledging that field representatives have read the HASP.

Weston & Sampson will then conduct a site reconnaissance to evaluate access and possible site constraints. Weston & Sampson will pre-mark proposed soil boring locations and mark the Site for DIGSAFE utility clearance. Our drilling subcontractor will provide notification to DIGSAFE a minimum of 72 hours prior to the commencement of field assessment activities.

Based on the potential presence of USTs identified as a REC in the ASTM Phase I ESA, a geophysical survey subcontractor will be engaged to evaluate exterior portions of the Site to confirm all UST related structures were removed. The geophysical survey subcontractor will use ground penetrating radar (GPR) and electromagnetic induction (EMI) across select exterior areas of the Site, specifically on the southwestern corner of the Site where a UST was depicted on historical maps and the approximate former location of the Cumberland Farms UST system, to assess for buried subsurface features such USTs, former piping, former tank grave and other potential sources of contamination. The geophysical survey will also be used to identify potential subsurface utilities in the area prior to advancing the proposed borings under Task 3 of this scope.

Task 3: Subsurface Investigation Soil and Groundwater

Task 3.1: Soil Boring Advancement, Soil Sample Collection, and Analysis

Weston & Sampson proposes to advance up to six (6) soil borings at the Site to depths of up to 15 feet below ground surface (bgs), to the shallow groundwater table, or to refusal, whichever is less. Bedrock refusal was encountered between 4.5 and 10 feet bgs during previous on-Site subsurface investigation. Borings will be advanced using a Geoprobe® or similar direct push-technology drill rig. It is anticipated that the drilling scope can

be completed in one (1) day. Should additional time be required due to subsurface conditions or other variables that affect production, the client will be notified.

Soil will be logged continuously during the advancement of the soil borings, and Weston & Sampson will record the following information on boring logs for each boring location: soil type, color, field instrumentation readings, evidence of soil contamination and sampling intervals. Each sample collected will be screened for total volatile organic compounds (TVOCs) using a photoionization detector (PID) equipped with a 10.6 electronvolt (eV) lamp.

Weston & Sampson will collect up to a total of 12 soil samples (2 from each boring) which will be submitted for laboratory analysis for MCP-14 metals, polychlorinated biphenyls (PCBs), semivolatile organic compounds (SVOCs), and volatile organic compounds (VOCs). Soil samples will be collected from the 0-3 foot depth interval at each boring location, and at the depth interval that exhibits the highest field screening reading or visual/olfactory evidence of contamination. If no field instrumentation readings are registered during drilling, the at depth soil sample will be collected from the depth interval immediately above the groundwater table. In addition, three (3) spatially distributed soil samples from the 0-3 ft bgs depth interval will be submitted for herbicide/pesticide analysis.

Should petroleum impacts be observed during field work, up to three (3) total soil samples will be analyzed for extractable petroleum hydrocarbons (EPH) with target polycyclic aromatic hydrocarbons (PAHs) and/or volatile petroleum hydrocarbons (VPH) with target VOCs. Following the initial soil analytical results, up to six (6) samples for toxicity characteristic leaching procedure (TCLP) to inform soil disposal options and/or microscopy analysis to support MCP reporting exemptions may also be analyzed, if appropriate.

Soil samples will be placed directly into new laboratory-prepared sample containers and will be packed and transported to a laboratory in accordance with professional standards of care for selected analyses via EPA or State methods. Chain-of-custody documentation will be maintained throughout the sampling process. Samples will be analyzed on a standard laboratory turn-around-time of seven (7) to ten (10) business days.

Task 3.2: Monitoring Well Installation

During previous subsurface investigations, groundwater was not encountered within 15 feet bgs at the Site; however, if groundwater is encountered during advancement of the soil borings discussed in Task 3.1, Weston & Sampson will complete up to three (3) of the soil borings advanced at the Site (locations determined based on field observations and pending the GPR/EM Survey) as groundwater monitoring wells.

Groundwater monitoring wells will be installed in accordance with MassDEP publication #WSC-310-91, Standard References for Monitoring Wells. The monitoring wells will be constructed with Schedule 40, threaded, flush-jointed, 2-inch PVC riser pipe. The wells will be completed with a 10-foot-long, 0.01-inch factory slotted well screen and will be screened across the water table or across the highest PID concentrations detected in the saturated zone. The purpose of monitoring well installation is for the collection and analytical testing of groundwater and to measure groundwater elevations. Following the completion of the monitoring wells, all boring/monitoring well locations will be surveyed in the field using the GPS (location) and an auto level (elevation) as described in Task 3.3 of this scope.

Subsequent to well installation, Weston & Sampson will develop each monitoring well by purging groundwater using either dedicated disposable polyethylene bailers or dedicated polyethylene tubing with a check valve. Development is intended to remove fine-grained sediments from the well, improve well efficiency, and reduce the turbidity of groundwater samples. Purge water will be disposed of on the ground surface in the area of the sampling points unless it is grossly impacted (see Task 3.5 below).

Task 3.3: Groundwater Elevation Survey

Weston & Sampson will survey the relative elevations of the newly installed monitoring well network at the Site. Survey measurements will be recorded at the top of the PVC riser and the steel casing of the metal flush-mount road box or standpipe for monitoring wells. Weston & Sampson will gauge the depth-to-groundwater in groundwater monitoring wells at the time of the initial groundwater sampling event to provide a synoptic round of

elevation, which will be used to develop a groundwater contour map and evaluate groundwater flow direction across the Site. The survey will be completed by Weston & Sampson field staff for use in determining groundwater flow direction only and will not be prepared by a professional land surveyor.

Task 3.4: Groundwater Sampling and Analysis

After allowing wells to equilibrate for at least one-week post-development, Weston & Sampson will collect groundwater samples from the newly installed monitoring wells, using low-flow sampling techniques in accordance with EPA's Region I "Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells", EQASOP-GW4 (Revision 4, September 19, 2017). Prior to sampling, wells will be gauged for the depth to groundwater and depth to bottom using an oil water interface probe. Dedicated, disposable tubing will be utilized at each well to prevent cross-contamination between sample locations. Groundwater samples will be collected using peristaltic pumps and new high density polyethylene tubing.

A total of three (3) groundwater samples will be analyzed for MCP-14 metals (dissolved) and VOCs. If petroleum impacts or PCBs are detected in soil, Weston & Sampson will submit up to three (3) groundwater samples for EPH with target PAHs, VPH with target VOCs, and/or PCBs analyses. Samples will be placed directly into new, laboratory-prepared sample containers and will be packed and transported on ice to a laboratory in accordance with professional standards of care for analyses via EPA methods or equivalent State-approved methods. Chain-of-custody documentation will be maintained throughout the sampling process. Samples will be analyzed on a standard laboratory turn-around-time (TAT) of seven (7) to ten business days.

Task 3.5: Investigation Derived Waste

If significant soil staining (i.e., visual or olfactory evidence noted by the field geologist/engineer) and/or sheens/evidence of LNAPL are noted during field investigation and sampling activities, the investigation derived waste (IDW) will be considered highly contaminated and containerized until laboratory analytical results are received. If IDW is not considered highly contaminated it will be disposed of at the Site in the vicinity of its point of generation. In the event soil or groundwater is highly contaminated, the IDW will be containerized for off-site disposal as follows:

Any grossly impacted IDW (defined above) generated during the drilling and/or sampling operations, including soil cuttings, drilling fluids, well development and purge water, decontamination fluids, and investigation-related solid wastes (including but not limited to personal protective equipment, disposable bailers, and polyethylene sheeting) will be labeled, drummed, and staged on-Site for temporary storage.

Weston & Sampson will then prepare for and obtain approval from the appropriate regulatory agencies to transport, reuse, recycle, and/or dispose of the IDW. If necessary, IDW will be sampled for disposal characterization analysis subject to the requirements of the appropriate licensed disposal facility. Management of IDW will comply with the applicable provisions of all federal, state and local regulations. Final costs to dispose of IDW will be determined upon receipt of waste disposal characterization sampling analytical results. ***For budgetary purposes, we have assumed that highly contaminated IDW will not be generated during investigation activities.*** Cost associated with any IDW will be provided under separate cover.

Task 4: Limited Subsurface Investigation Letter Report

Weston & Sampson will summarize the LSI findings in a draft letter report, which we will prepare for review and comments by the Town. The draft Letter Report will include a summary of the work scope, descriptions of the completed tasks, findings, conclusions, recommendations for notification and disposal options, figures, tables, and appendices, as necessary to support the information. Weston & Sampson will incorporate the Town's comments on the draft Letter Report, where appropriate, and finalize the report.

Note that sampling and analysis can result in the identification of potentially reportable concentrations of oil and/or hazardous material (OHM) under the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000. Weston & Sampson will compare data to the applicable MCP Reportable Concentrations and Method 1 Cleanup Standards and provide recommendations with respect to the MCP in the report. Since the Site is owned by the Town, the Town will be required to notify MassDEP and perform response actions in accordance with the MCP, if applicable.

COST PROPOSAL

The proposed Scope of Work will be completed for the lump sum fee of **\$49,995**. All work will be performed in accordance with our General Terms and Conditions (attached). We will bill on a monthly percentage-complete basis.

The table below represents the estimated costs for each task as described above:

Task No.	Task Name	Cost
1	Project Management and Meetings	\$2,800
2	HASP, Initial Site Reconnaissance, and GPR/EM	\$5,195
3	Subsurface Investigation	\$32,735
4	Limited Subsurface Investigation Letter Report	\$9,265
	Total Costs	\$49,995

SCHEDULE

We will commence with the scope of work immediately upon receipt of notice to proceed. Weston & Sampson is not responsible for delays resulting from extended Town response times. Weston & Sampson will present the preliminary findings of our investigation in a virtual meeting once laboratory reports are received, and we have completed an initial screening of the data. We expect that meeting to take place approximately two (2) weeks from receipt of all laboratory data. If the LSI Summary Letter cannot be finalized prior to October 31, 2025, Weston & Sampson will provide final figures, tables, and a summary email to support the Town's Schematic Design prior to October 31, 2025. Digital copies of the final report outlined in Task 4 will be provided before December 31, 2025.

ASSUMPTIONS / EXCLUSIONS

1. We have assumed one (1) day for GPR/EM survey; one (1) day for direct push soil boring advancement/monitoring well installation; and one (1) day with two (2) people (for safety) for groundwater sampling and surveying activities (if applicable). Should these production rates vary due to subsurface conditions or other variables, the client will be contacted.
2. Restoration of areas beyond backfilling is not included in our scope.
3. The Town will provide Weston & Sampson and subcontractors access to the Site.
4. Our field personnel and subcontractors can perform the work safely in OSHA Level D protection.
5. Our drilling subcontractor will contact DIGSAFE to mark below-grade public utilities in the project area prior to drilling. As DIGSAFE service is limited to public utilities in public easements, we will need someone with knowledge of on-site utilities to approve proposed exploration locations. Weston & Sampson is not responsible for damage to any subsurface utilities as a result of this scope execution. *Private utility location and/or vacuum excavation services, if required, will result in additional costs.*
6. Does not include handling and/or disposal of investigation derived waste (IDW) if generated during investigation activities. Final costs to dispose of drums of IDW, if applicable, will be determined upon receipt of waste disposal characterization sampling requirements, analytical results, and market rate at time of disposal.
7. Work will be completed during standard work hours (i.e., weekdays, between 7 am and 5 pm).
8. Laboratory analytical TAT standard seven (7) to ten (10) business days (dependent on lab approval).
9. Costs do not include any associated MCP or Environmental Protection Agency (EPA) regulatory submittals, notifications, fees, remediation expenses, disposal costs, survey activities, activity and use limitations and/or additional reporting, filing, permitting, assessment, risk characterization and/or imminent hazard evaluation activities.
10. We assume permits are not required for the boring / monitoring well installation. Monitoring well decommissioning has not been included in this scope of work.
11. Our fee estimate does not include prevailing wage rates.

TERMS AND CONDITIONS

Weston & Sampson proposes to perform the work outlined above in accordance with our General Terms and Conditions. No work other than the above-mentioned scope of work will be undertaken, or costs charged other than the cost quoted above, without written approval. This proposal is based upon the knowledge Weston & Sampson has to date of the above-mentioned parcel. If additional information becomes available, Weston & Sampson will discuss this with you and refine our proposal accordingly.

NOTICE TO PROCEED

Weston & Sampson is prepared to initiate the above scope of work immediately upon receipt of your written Notice to Proceed. We look forward to the opportunity to work on this project. If you have any questions on this scope of work, please do not hesitate to contact us at 781-443-2779. Please sign the Notice to Proceed below and email to spencer.joseph@wseinc.com if this proposal is acceptable to you.

If you have any questions, please feel free to contact the undersigned at 781-443-2779.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.



Joseph R Spencer, LSP, CHMM, ASTM-CEP
Team Leader



Sarah R. DeStefano, ENV SP
Practice Leader, Associate

Attachment: General Terms and Conditions
Proposed Soil Boring Plan

NOTICE TO PROCEED

Limited Subsurface Investigation Scope of Work
38 Avenue A
Turners Falls, Massachusetts

Name Matthew Lord

Title Selectboard Chair

Organization Town of Montague

Signature _____

Date September 8, 2025

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated August 27, 2025, is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, * the amounts due WESTON & SAMPSON will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no

- claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not

against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to

account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

20. Interpretation of Construction Documents.
The parties agree that should WESTON & SAMPSON's services not include construction phase services, the OWNER shall be solely responsible for interpreting any construction contract documents and for observing any associated construction work in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar tasks at a similar site and under similar circumstances and conditions, including with respect to discovery and correcting or mitigating errors, inconsistencies, or omissions in such contract documents. If, under the foregoing circumstances, the OWNER authorizes deviations from the documents prepared by WESTON & SAMPSON, the OWNER shall not bring any claim against WESTON & SAMPSON and shall indemnify and hold WESTON & SAMPSON, its agents, and employees from and against claims, losses, damages, and expenses, including defense costs and the time of WESTON & SAMPSON, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

Approved by:

Matthew Lord

OWNER Name

9-8-2025

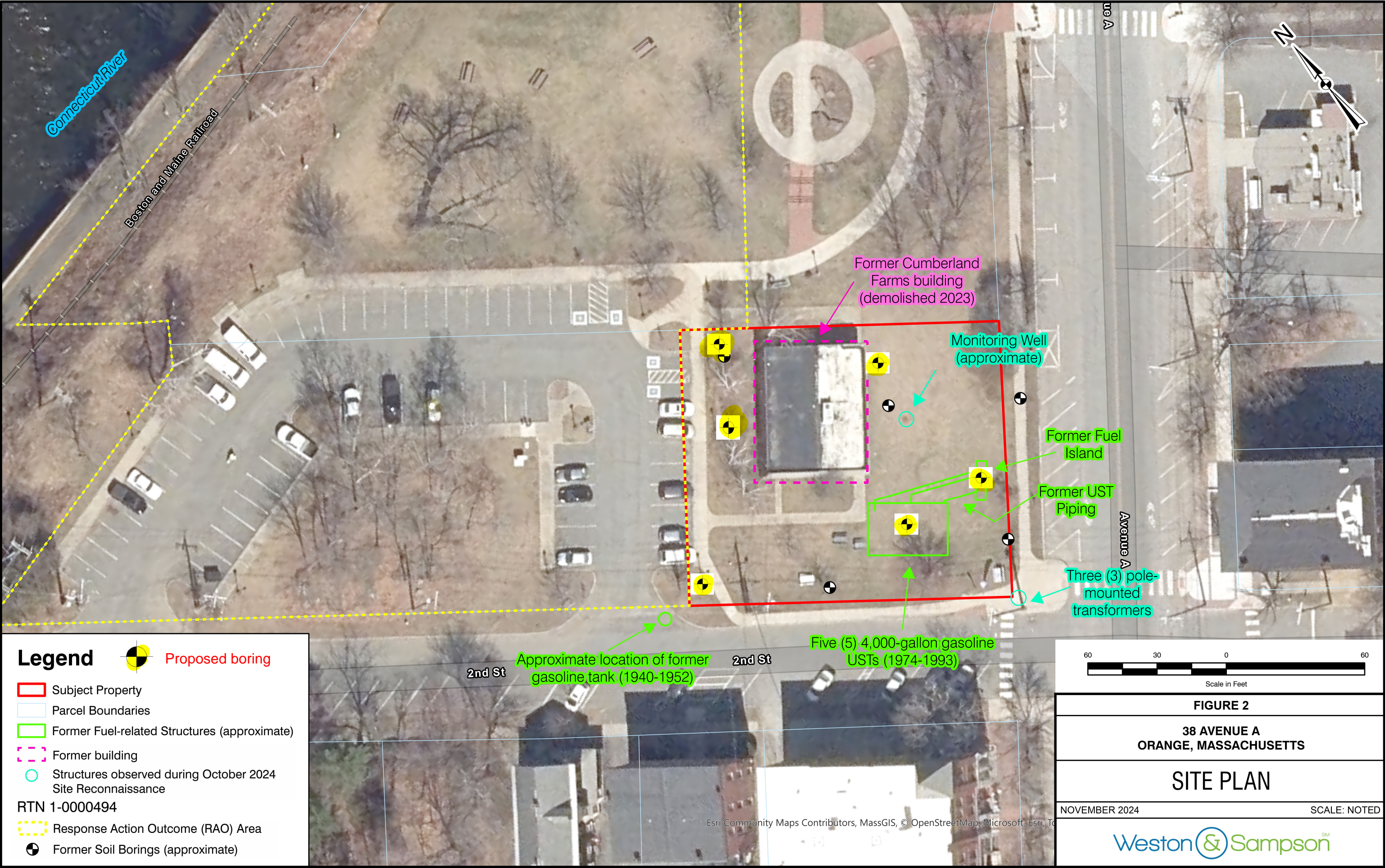
Signature

Date

Matthew Lord, Selectboard Chair

Printed Name and Title

Document1





Office of the Selectboard Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

MEMORANDUM

Date: August 19, 2025

To: Matthew Lord, Selectboard Chair; Walter Ramsey, Town Administrator

From: Chris Nolan-Zeller, Assistant Town Administrator

Re: Avenue A Streetscape Project – *De Minimus* Change Order

As we approach the end of construction for the Avenue A Streetscape Project Phase IV, there are a handful of values associated with the project which ended up differing from those originally scheduled in the Town's contract with Mountain View Landscapes and Lawncare, Inc.

Some small items were shifted specifically due to a water valve that was discovered during excavation which impacted the originally-planned location for an accessible ramp into the Ed's Barbershop storefront (74 Avenue A). Additionally, the original design called for relocation of the existing traffic beacon at the adjacent corner of Avenue A and Third Street; however, this was removed from the project due to the old and deteriorating condition of the traffic signals' electrical components, which are expected to be replaced in the next few years. Furthermore, the original scope called for water valve connections at each of the planter boxes, but after assessing the condition of the lines currently connecting these, the contractor discovered that the existing water service lines have been inoperable for several years, and their infrastructure has deteriorated to the extent of not being functional unless a major excavation and replacement project took place along the entire streetscape as far south as Fourth Street. As an alternative, the DPW is considering the purchase of a mobile water trailer using project contingency funds which could be used to provide these planters with water on a long-term basis for significantly lower operational and maintenance costs. Altogether, these four scope adjustments resulted in a credit of \$10,150 to the project.

Meanwhile, two adjustments have been made which have resulted in additional expenses to the project. Due to the water valve discovered in front of 74 Avenue A, the accessible ramp serving this storefront needed to be made wider, and the side entry to this storefront needed to be adjusted to meet the grade. Additionally, a tripping hazard was created by conditions where the new sidewalk meets the deteriorating concrete in the alley between 56 Avenue A (Gary's Coins & Antiques) and 62 Avenue A (LOOT found + made), so we requested the contractor replace the concrete pad where these two surfaces meet (the concrete surface being replaced is shown in the photo below:

The Town of Montague is an Equal Opportunity Provider & Employer.



These two additions create an additional cost of \$10,750. Together, the additional credits and expenses create a net increase of \$600 in cost to the project.

<u>Expenses</u>		<u>Notes</u>		<u>Revenues</u>	
Construction Contract (Mtview)	\$ 1,097,980.00			HUD CPF Earmark	\$ 975,000.00
Design Contract (BDG)	\$ 46,800.00			ARPA Construction	\$ 232,778.00
Mtview CO #1	\$ 1,380.35	3/27/25 - ledge		ARPA Design	\$ 46,800.00
Mtview CO #2	\$ 4,020.39	4/30/25 - trees			
		5/28/25 - window wells;			
Mtview CO #3	\$ (7,365.04)	10k credit to omit curb reset			
		8/19/25 - remove barber shop ramp foundation footing, membrane, cross walk beacon, and planter water valve connections (\$10,150 credit); add widening of ADA ramp to barber shop and new alley concrete pad for \$10,750			
Mtview CO #4 (de minimus)	\$ 600.00				
TOTAL	\$ 1,143,415.70			TOTAL	\$ 1,254,578.00
Leftover contingency	\$ 111,162.30				

The Town of Montague is an Equal Opportunity Provider & Employer.



Landscapes and Lawncare, Inc.

67 Old James Street, Chicopee, MA 01020 * tel. (413) 536-7555 x 110 * fax. (413) 536-5607

August 19, 2025

To: **Chris Nolan-Zeller**
Attn: **Assistant Town Administrator**
Town of Montague
1 Avenue A
Turners Falls, MA 01376
(413) 863-3200 x109

Re: Avenue A Streetscape Phase IV Continuation Project
REMOVE FROM SCOPE, THE FOUNDATION FOOTING AT BARBER SHOP ENTRY RAMP.
REMOVE FROM SCOPE, THE FOUNDATION MEMBRANE AT BARBER SHOP ENTRY RAMP.
REMOVE FROM SCOPE RELOCATION OF TRFFIC BEACON.
REMOVE FROM SCOPE NEW WATER SERVICE CONNECTIONS AT ISLANDS.

CREDIT VALUES

CREDIT VALUES

FOUNDATION WALL	\$ (3,100.00)
FOUNDATION MEMBRANE	\$ (2,250.00)
CROSS WALK BEACON	\$ (3,000.00)
WATER VALVE CONNECTIONS AT PLANTERS	\$ (1,800.00)
TOTAL DEDUCT WORK	\$ (10,150.00)

ADD VALUES

WIDENING OF HC RAMP TO ACCOMMODATE FOR EXISTING WATER GATE VALVES, RE ADJUST GRADES OF RAMP,
REMOVE SECTION OF EXISTING WALK AT SIDE ENTRY OF BARBER AND RE POUR TO MAKE GRADE.
REMOVE EXISTING CONCRETE IN ALLEY AND RE POUR NEW CONCRETE PAD IN ALLEY WAY BETWEEN ANTIQUE
SHOP AND LOOT STORE.

WIDEN HC RAMP FOR WATER VALVE COVERS	\$ 4,500.00
REMOVE AND RE POUR SIDE ENTRY TO BARBER SHOP FOR GRADING.	
REMOVE AND RE INSTALL NEW WALK AT ALLEY	\$ 6,250.00
TOTAL ADD WORK	\$ 10,750.00

TOTAL COST FOR CHANGES \$ 600.00

Sincerely
Ed Dwyer



Office of the Selectboard Town of Montague

1 Avenue A (413) 863-3200 Ext. 107
Turners Falls, MA 01376 FAX: (413) 863-3231

MEMORANDUM

Date: August 19, 2025

To: Matthew Lord, Selectboard Chair; Walter Ramsey, Town Administrator

From: Chris Nolan-Zeller, Assistant Town Administrator

Re: Strathmore Mill Footbridge Asbestos Abatement – Change Order #1

On Tuesday, August 26, I was alerted by All Star Abatement, the contractor for the Strathmore Mill Footbridge Abatement project, that an unforeseen challenge had arisen at the site due to the identified presence of hazardous vermiculite insulation inside the wood pipe enclosure along the north side of the footbridge. After the opening of the pipe enclosure to remove asbestos-containing material, the timely removal of the vermiculite found was essential for ensuring public safety, as the loose material could otherwise be picked up by the wind and pose an environmental health and safety risk.

The removal and disposal of vermiculite was not included in the approved scope of the Town's contract with All Star Abatement. Nevertheless, Change Order #1 was provided to me the same day, and I instructed the contractor to proceed with the work contained in it. The added cost is \$7,358.86 beyond the original contract value, and this differential fits within the contingency for the project.

I intend to bring Change Order #1 to the 9/8 Selectboard meeting for the Board's formal approval. If approved, there will still be approximately \$4,000 (or about 8.8% of the total project cost) remaining as contingency.



August 26, 2025

Chris Nolan-Zeller
Assistant Town Administrator
Town Of Montague
1 Avenue A
Turner Fall, Ma. 01376

Re: The Former Strathmore Mill Footbridge
Asbestos Remediation Work
20 Canal Road In Turners Falls, Ma. 01376
Contract # BD-22-1572-MTGUEMTGUE-116893
“ Change Order # 1 “

For the sum of **\$ 7,358.86**, we agree to perform the following Asbestos remediation work located at the former Strathmore Mill Footbridge 20 Canal Road In Turners Falls, Massachusetts. 01376

All Star Abatement Work Includes:

- 1) Providing water and power to footbridge work areas.
- 2) Pre-cleaning and wipe down the work surfaces located inside the wood pipe enclosure along the north side of the footbridge.
- 3) Remove and dispose of **360 sf** of Asphalt / Black Paper on the bottom of wood pipe enclosure along the north side of the footbridge.
- 4) Remove and dispose of **1,440 sf** of Vermiculite Insulation inside the wood pipe enclosure along the north side of the footbridge.
- 5) Set-up waste load area in full containment, with negative air machine and two chamber decon.
- 6) Remove vacuum bags with vermiculite insulation into two (2ea.) 6-mil poly bags in full containment.
- 7) Providing OSHA 10 training cards for all personnel on site.
- 8) Providing the AQ-04 asbestos notification permit for the additional ACM materials found on site.
- 9) Work is based on prevailing wage rates.

Our methods of removal, work practices and engineering controls include:

- 1) Pre-Cleaning, HEPA vacuum and wiping down the work area.
- 2) Work is done with 6-mil poly drop cloth in work areas.
- 3) The vermiculite insulation product will be vacuum out of the wood pipe enclosure.



All-Star Abatement, Inc. standard TERMS AND CONDITIONS require payment for services upon presentation of invoice. Invoices unpaid after 30 DAYS are past due and subject to a FINANCE CHARGE computed at a monthly of 1.75% (ANNUAL PERCENTAGE RATE OF 18.50%) or the maximum percentage allowed by the law. If necessary, the client is responsible for all legal and collection costs incurred by All-Star Abatement, Inc. to collect past-due amounts.



- 4) Wet removal, brush all surfaces and wipe clean
- 5) Encapsulant agent on all surfaces in work area.
- 6) Work is done in full containment only at the waste load area.
- 7) Compliance concerning all local, state and federal agency required by law notifications.
- 8) Proper disposal and transportation of asbestos to an EPA authorized dumpsite.
- 9) All Star Abatement standards meet all EPA, DOS, DEP and OSHA requirements for asbestos abatement.

Town Of Montague, Ma. will be responsible for:

- 1) Removing all movable object from the work area prior to start of work, if needed.
- 2) Coordination of project monitor paid for by owner. { Visual Inspection & Air Test }

Please address any questions regarding this proposal to James A. Beaudry at 413-333-9372
Thank you for allowing All Star Abatement the opportunity to assist you in your latest needs for hazardous materials abatement, environmental remediation services and demolition needs.
Sincerely,

James A. Beaudry

James A Beaudry, Estimator
All Star Abatement Inc.
100 Servistar Industrial Way
Westfield, Ma. 01085

Agreed to by:

9-8-2025

Chris Nolan-Zeller Date
Town Assistant Administrator
Town Of Montague Ma.
1 Avenue A Turner Falls, Ma. 01376



All-Star Abatement, Inc. standard TERMS AND CONDITIONS require payment for services upon presentation of invoice. Invoices unpaid after 30 DAYS are past due and subject to a FINANCE CHARGE computed at a monthly of 1.75% (ANNUAL PERCENTAGE RATE OF 18.50%) or the maximum percentage allowed by the law. If necessary, the client is responsible for all legal and collection costs incurred by All-Star Abatement, Inc. to collect past-due amounts.

Town Of Montague Asbestos Removal Located at The Strathmore Mill Footbridge
Change Order # 1 Proposed Breakdown

To: Mr. Chris Nolan - Zeller

Contractor: All Star Abatement, Inc.

Town Of Montague 1 Avenue A Turner Falls, Ma. 01376

Job Number: BD-22-1572-MTGUEMTGUE-116893

Date: August 26, 2025

Reference: (1) Remove, dispose of 360 sf of Asphalt base black paper located at the bottom of wood enclosure.

(2) Remove and dispose of 1,440 sf of vermiculite insulation located in wood enclosure along the north side.

(3) Build Full-Containment with decon to transport vermiculite insulation from HEPA vacuum into 2ea. 6-mil asbestos bags

On Site: August 27 & 28, 2025

SCOPE OF WORK:

Remove and dispose of ACM materials located in the wood enclosure along the northside of footbridge.

* Pre-Cleaning and wipe down the work surfaces located in the wood enclosure.

* Set-Up waste load containment with negative air machine and two chamber decon.

* Vacuum, remove and dispose of ACM materials into two 6-mil poly bags.

* HEPA-filter vacuum, wet wiping and clean all surfaces of the wood enclosure.

* Visual Inspection and air test sampling by an independent industrial hygienist. { Tighe & Bond }

* Remove and dispose of 6-mil poly containment

Quantity	Unit		Unit Cost	Total
2	Unit	Asbestos Box Truck	\$ 175.00	\$ 350.00
2	Roll	6-Mil Poly Sheeting	\$ 155.00	\$ 310.00
4	Roll	Red 3" Duct Tape	\$ 7.75	\$ 31.00
0	Roll	Red Danger Asbestos Hazard Barricade Tape	\$ 32.00	\$ -
0	Unit	Asbestos Danager Signs	\$ 0.58	\$ -
20	Unit	Tyvek Coveralls With Boots	\$ 6.25	\$ 125.00
6	Unit	Pair Work Gloves	\$ 3.00	\$ 18.00
2	Unit	Ram-Tack Spray Adhesive	\$ 4.50	\$ 9.00
2	Box	White Reinforced Disposable Bath Towels	\$ 38.00	\$ 76.00
1	5-Gallon	Chemsafe 500 Whitw Lock Down Encapsulant Agent	\$ 35.00	\$ 35.00
0.25	Unit	Cotton Fleece Rags	\$ 22.00	\$ 5.50
5	Unit	Personal Filter Cassettes	\$ 2.25	\$ 11.25
30	Unit	Black 6-Mil Disposal Asbestos Poly Bags	\$ 1.45	\$ 43.50
0	Unit	44" X 60" 6-Mil Poly Glove Bags	\$ 4.50	\$ -
0.25	Unit	Clear Lay Down Disposable Duct Air Tube	\$ 25.00	\$ 6.25
3	Unit	Euroclen Vacuum Filter Bags	\$ 5.74	\$ 17.22
2	Unit	Disposal Air Particulate Filters Pre & Post Negative Air	\$ 6.75	\$ 13.50
0	Unit	Black Scrub Pads	\$ 1.75	\$ -
5	Unit	Personal Filter North P-100 Particulate Respirator Replacement Filters	\$ 5.50	\$ 27.50
5	Unit	Personal Disposable Alcohol Respirator Wipes	\$ 0.30	\$ 1.50
0	Unit	T-50 1/2 in. Stainless Steel Staples	\$ 12.75	\$ -
1	Unit	Protein Bottle Soap / Shampoo	\$ 5.75	\$ 5.75
0	Unit	Sawzall Blades Mental	\$ 0.98	\$ -
0	Unit	Spray Foam Sealant	\$ 9.85	\$ -
30	Unit	Number 9 Danger Asbestos Labels	\$ 0.63	\$ 18.90
0	Unit	35 Gallon Fiber Drums With Steel Pail Lever Locking Lids	\$ 8.50	\$ -
1	Unit	Asbestos Waste Disposal	\$ 1,200.00	\$ 1,200.00
2	Per Day	Water Tanker { No Water On Site }	\$ 250.00	\$ 500.00
2	Per Day	6500-Watt Generator { No Power On Site }	\$ 175.00	\$ 350.00
100	Gallons	Gas For Equipment { No Power On Site }	\$ 2.95	\$ 295.00
Line 1			Total	\$ 3,449.87

Crew	Labor Classification	Hours	Rate		Med Care	SUTA	Benefits	Total Rate	Total
1	Asbestos Foreman	16	62.52		6.50	0.56	11.42	81.00	\$ 1,296.00
2	Asbestos Labor	24	62.52		6.50	0.56	11.42	81.00	\$ 1,944.00
Line 2								Labor Total	\$ 3,240.00

Line 3	Total Labor, Material, and Equipment (Lines 1 + 2)	\$ 6,689.87
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CONTRACTOR OH+P:			
Bracket:	Allow %	Amount	Total
Net Value of Self Performed Work (Amount= Lines 1+2)= \$0.00-\$10,000	10	6,689.87	\$ 668.99
Line 5	Contractor Overhead and Profit Total		\$ 668.99

Line 6	Total Proposed Change Order Amount (Lines 1+2+5)	\$ 7,358.86
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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Bowman Consulting Group, Ltd.**

THIS AGREEMENT made this 1 day of September, 2025 between Bowman Consulting Group, Ltd., with a usual place of business at 94 North Elm Street, Suite 210, Westfield, MA 01085 hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

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

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as **Exhibit A**.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$61,000, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$61,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on September 8, 2025, and shall expire on December 31, 2026, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and construction management profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

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

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal

exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

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

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the CONTRACTOR available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the CONTRACTOR and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONTRACTOR must satisfy himself as to the correctness of such information. If, in the opinion of the CONTRACTOR, such information is inadequate, the CONTRACTOR may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the CONTRACTOR commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and CONTRACTOR.

6. Payments to the Contractor

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

7. Reimbursement

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

have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other

benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.

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

12. Notice

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

13. Termination

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

14. Miscellaneous

- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.


- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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

TOWN OF MONTAGUE:

Bowman Consulting Group, Ltd.

By: _____

By:  _____

Print Name: Matthew Lord

Print Name: Paul Furgal, PE PTOE

Title: Selectboard Chair

Title: Deputy Regional Manager

Exhibit A

Scope of Work



August 20, 2025

Chris Nolan-Zeller
Assistant Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

RE: Proposal for Professional Engineering, Final Design & Part Time Construction Phase Services for Complete Streets Projects - Montague, Massachusetts

Dear Chris,

Bowman is pleased to submit this proposal to provide you with transportation design engineering services for the above-mentioned project. It is our understanding that the Town of Montague is requesting engineering services for the final design and part-time construction phase services for three (3) Complete Streets projects. The project locations are based on sketches completed as part of a previous Complete Streets contract with the town. These locations are:

1. **Tier 2 Complete Street Project Priority #26** - North Street/Main Street/Town Common Improvements
2. **Tier 2 Complete Street Project Priority #33** – Bicycle Accommodations on Main Street
3. **Tier 2 Complete Street Project Priority #34** – Improvements at the FRTA Bus Stop on Main Street in Montague Center.

Scope of Services

TASK 1: Survey & Base Plan

For this task we will prepare an existing conditions base plan for the three (3) project locations.

The surveyed base plan for Project Priority #26 and #34 will include establishing horizontal and vertical control, spot grades and existing contours, locating visible surface features (curbing, pavement, building faces, doorways, utility structures, etc.), approximate right-of-way locations, underground utilities based on record and field observed information, and obtaining rim and invert data for accessible drainage and sewer structures.

The surveyed base plan for Project Priority #33 will be limited to features within the roadway curb to curb, line painting, and visible surface utility structures. This is proposed as a cost saving measure as work is proposed to be limited to the removal and installation of pavement markings and signage only. No drainage improvements are anticipated as part of Project Priority #33.

Improvements for the 3 project locations assume that construction will be within the Town Layout and right-of-way (easements, takings, or other) will not be needed.

Deliverables: Base plan in AutoCAD (.DWG) and PDF format

TASK 1 FEE: \$10,000

TASK 2: Final Design

Once the contract has been awarded, a kickoff meeting with Town staff and stakeholders will be held to discuss project timeline, schedule, milestones, permitting, project goals and desired design features. In sequence with the project introductory meeting, we will review existing plans reports and documentation. We will visit the site with Town Staff to conduct a visual site analysis and photo inventory of existing conditions.

Using the existing conditions surveyed base plan from Task 1, and the conceptual sketches that were prepared by VHB in September 2024, a final design will be provided for the three (3) locations. Plans will provide general information, details, and notes to construct. Since the three locations are connected and two overlap, the design will be prepared and bid as one (1) project. The plans will incorporate limited information, similar to that of a book job, such as spot grading where needed, standard template Massachusetts Department of Transportation (MassDOT) pedestrian curb ramp details, raised crosswalks, new curb locations and the design of one (1) transit shelter pad with shelter and general template Traffic Management Plans. The rectangular rapid flashing beacons (RRFBs) proposed will be solar powered, the feasibility of solar power will be coordinated with a vendor at this stage. If solar power is not feasible, and the design needs to accommodate electrical power, an Amendment to this Agreement will be required.

Plans will be prepared in a format using 24"x36" sheets at a 1"=20' scale. Bowman will update the previously prepared itemized construction cost estimates. There will be three (3) Opinion of Probable Construction Costs prepared and then combined into one (1) for bidding purposes. Combining the three will occur under Task 4. The quantity take-off and OPCC will be prepared using the most current MassDOT weighted average bid prices and typical construction costs of recent projects. Bowman will submit the design to the Town for review and Bowman will address agreed upon comments before finalizing the design as part of Task 4.

Three (3) virtual meetings are budgeted with the Town to review plan progress with up to two (2) Bowman staff in attendance.

Deliverables: Final Design Plans, OPCC, Three (3) Virtual Meetings

TASK 2 FEE: \$30,000

TASK 3: Project Specifications

Bowman will prepare project related special provisions based on the latest editions of the MassDOT Standard Specifications for Highways and Bridges and Supplemental Specifications for the appropriate

items in the itemized estimate. Project-specific specifications will be developed only for construction items that require special conditions or construction practices not covered in the latest edition of the standard specifications or the supplemental specifications. The special provisions will include at a minimum:

- A scope of work description that identifies project limits and project length.
- Provisions for travel and prosecution of work.
- Work schedule.
- List of utility owners with name and address of contact person.
- Project-specific specifications for individual contract items not covered in the standard specifications or supplemental specifications.
- The MassDOT English bid nomenclature list will be used for all construction items.

Deliverables: Final Project Specifications

TASK 3 FEE: \$4,000

TASK 4: Bid Documents and Bid Tabs

This task anticipates that the town will compile the bid package utilizing the above task deliverables prepared by Bowman. It is also expected that the town will coordinate the bidding process, advertisement, issuance of plans, issuance of addendum, and will award the project. Bowman will assist the Town in this process and more specifically provide the following:

- Finalize bid documents with plans and specifications that address agreed upon comments from the town from Tasks 2 and 3 above.
- Bid tabs using the items in the construction cost estimate that were prepared in Task 2 above. Bowman will coordinate combining the items from each of the project cost estimates into one bid tab and identify if add alternatives need to be bid due to potential budget constraints in the event that the final construction cost estimate is higher than the town's budget. Bowman is budgeting for the preparation of up to two (2) add alternates in the bid package.
- Provide support to the town once the project is out to bid. Bowman has budgeted 21 hours for the following:
 - Review/answer questions from contractors related to Bowman's design during bidding.
 - Provide specific details to the town related to Bowman's design for town issuance of addendum(s).
 - Review high and low bids received by the town and make recommendation of award.

It is our understanding that the Town of Montague will be responsible for the advertising of the project in the Central Register and dissemination of bid documents.

TASK 4 FEE: \$10,500

TASK 5: Construction Phase Services

Bowman will provide limited construction phase services. It is anticipated that construction will take no more than four (4) months. Limitation of Responsibilities: Bowman will not supervise or have control over site safety and the Contractor's safety precautions or programs in connection with the work, nor for the Contractors' work, construction ways, means, methods, techniques, sequences or procedures selected by the Contractors in connection with the Work. Bowman will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s), or subcontractor's or supplier's agents or employees, or any other persons (except Bowman's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)'s work. Bowman has budgeted 34 hours for the following:

- Review up to five (5) highway shop drawings.
- Review Request for Information (RFI) from the contractor. Bowman has budgeted for up to four (4) RFIs from the contractor.
- Attend one (1) in-person Pre-Construction Meeting with up to two (2) Bowman staff in attendance.

TASK 5 FEE: \$6,500

Additional Services

To ensure the continuous and uninterrupted progress of the project, we have included this task, which will be used as necessary. This task serves as a mechanism for accommodating any supplementary work requests that may arise throughout the project's duration, extending beyond the predefined scope outlined above. Its purpose is to address unforeseen requirements and maintain the project's smooth and timely execution. This flexible approach allows us to adapt to evolving project needs and proactively manage any potential challenges, thereby optimizing the project's overall efficiency and success.

TASK FEE: Hourly

Fee

Bowman will perform the base scope of services outlined above in tasks 1-5 for a lump sum of **\$61,000** inclusive of mileage.

Any changes or additions to the specific Scope of Services described above will result in an adjustment in fees. If additional services are required, we will provide these services, as necessary and as authorized, on a time and materials basis. Please note that our fee does not include additional design services not identified within this proposal. In addition, our scope assumes that no permitting efforts will be required as part of this effort.

Individual costs that comprise the lump sum fee are approximated according to the table below.

Task	Lot	Description	Fee Type	Total
1		Survey & Base Plan	Lump Sum	\$10,000
2		Final Design	Lump Sum	\$ 30,000
3		Project Specifications	Lump Sum	\$ 4,000
4		Bid Documents and Bid Tabs	Lump Sum	\$ 10,500
5		Construction Phase Services	Lump Sum	\$6,500
Base Total				\$ 61,000
Additional Services (as required)			Hourly	
			Add Services Total	\$0

OUT OF SCOPE SERVICES

While we believe the intent of each task listed in the scope of services is clear and limited, from time to time a reading of those services may infer a broader scope than was intended. In order to clarify the scope of services we point out that the services listed above do not include the following items, which are not anticipated now, but may ultimately be required on this project. If you would like Bowman to furnish these or any other out-of-scope services, we would be pleased to discuss a mutually agreeable scope of services and fee arrangement.

- As-built survey
- Detailed design of pedestrian curb ramps, MassDOT templates will be used for contractor use in field.
- Site specific traffic management plans and details, standard templates will be used but ultimately up to the contractor for the means and methods for construction.
- Survey on North Street.
- Significant alterations to the MassDOT approved Complete Streets Tier 3 concept sketches.
- Pavement testing (cores, test pits, probes, etc.) and/or pavement design.
- Abutter coordination or outreach meetings of any kind.
- Full-time or part-time construction phase services. Construction phase services are proposed to be limited as noted above.
- Requesting and obtaining State prevailing wages.
- No structural designs.
- Design and sizing of the existing or proposed storm systems. Minor storm drainage work is proposed to tie into the existing roadway drainage system with new structures.
- Coordination of hearings for tree removals or other permitting associated with tree removal.
- Permitting of any kind.

- Right-of-Way (ROW) plans (temporary easements, permanent easements, acquisitions, or other) or Right-of-Entries will not be prepared.
- Alterations to the roadway layouts will not be developed. It is assumed that the extension of the grassed area at the Main Street and Center Street intersection will be done within the existing roadway layout and not require new property bounds for the Town Common.
- Article 97 permitting and coordination of any kind, coordination with the Massachusetts Historical Commission, or the National Register of Historic Places (NRHP).
- Subsurface Utility Engineering (SUE) level A and B will not be collected as part of this project.
- Design reviews will be conducted only by the Town and there will be no reviews or involvement by the Massachusetts Department of Transportation (MassDOT) or other state or federal agency.
- Electrical design for traffic control device connections.
- Testing for or disposal calculations, bid items, or other for contaminated soils.
- Police details or protection services.
- Geotechnical services, including rock exploration, groundwater/dewatering impacts on construction
- Architectural services or any building-related improvements
- Fire hydrant flow testing
- Design of on-site or off-site gas supply, telephone service utilities and utility extension
- Construction stakeout services
- Site lighting design

Bowman is prepared to enter a contract with the Town of Montague using the attached general terms and conditions. If you should have any further questions or require further information, please feel free to contact me at 413-875-8855. We appreciate the opportunity to submit a proposal for these services and look forward to working with you.

Sincerely yours,



Paul M. Furgal, PE, PTOE
Senior Project Manager

RE: Proposal for Professional Engineering, Final Design & Part Time Construction Phase Services for Complete Streets Projects - Montague, Massachusetts

Authorized by:

By: _____
(Signature of Authorized Representative) (Printed Name of Authorized Representative)

Title: _____

Date: _____

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to **Town of Montague, Inc.** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with

Initials: Bowman PF / Client _____

the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time-to-time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence.

Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-

exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for

general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the foregoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a)

Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

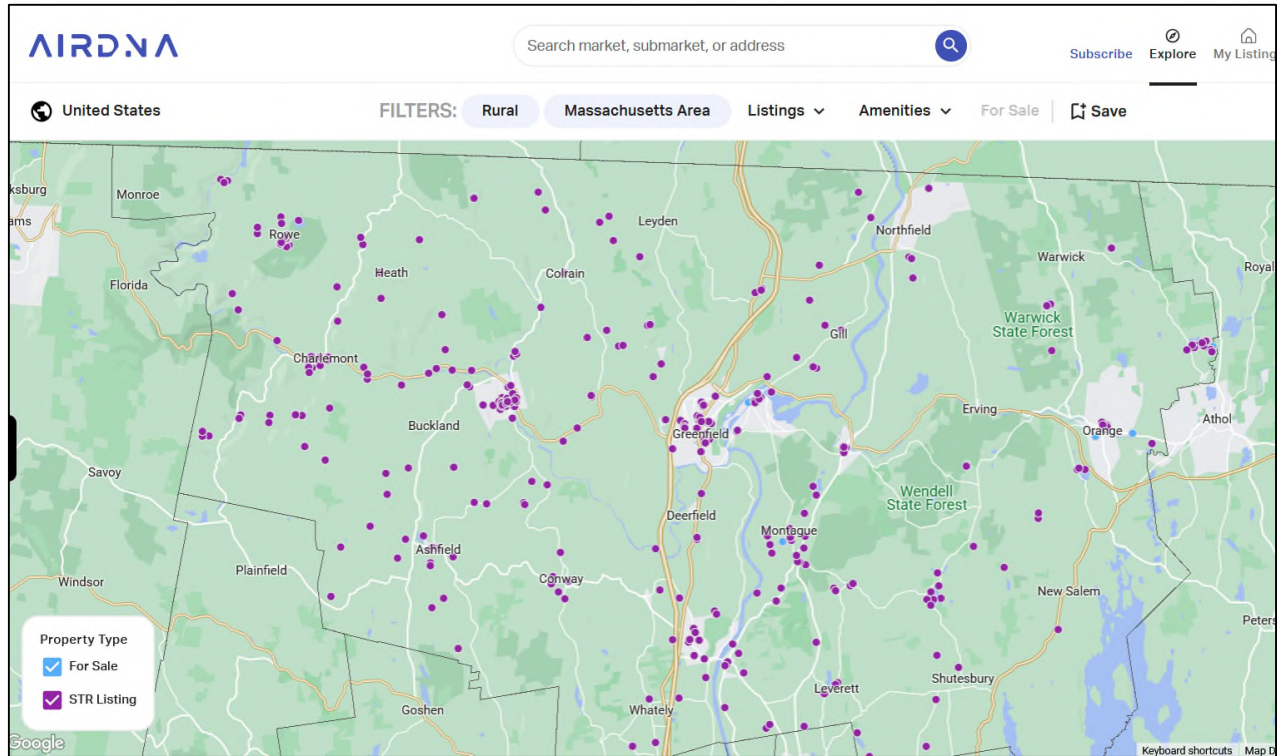
If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group, Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Short-Term Rental Update for Franklin County, MA



March 2025



Cover image: Active short-term rentals (purple dots) shown on AirDNA's database as of March 2025

The work to compile this information for towns is supported in part by a grant awarded to FRCOG called Improving Housing to Improve Health from Massachusetts Community Health and Healthy Aging Funds (MA CHHA Funds).



— Massachusetts —
COMMUNITY HEALTH AND
HEALTHY AGING FUNDS

Statewide changes and trends

Larger growth sector than hotels. Statewide, short-term rental (STR) bookings and revenue are *growing faster* than hotels. According to the MA Office of Travel and Tourism, between January and July, 2024, STR bookings were up 13% compared to the same period in 2023 and revenues were up 11%, whereas hotel bookings were up 1.3% and revenues up 4.9% for the same time period. During that time period, STRs represented 15% of total lodging bookings and 22% of revenue state-wide. Although we don't have information like this specific to Franklin County, STRs are a significant part of the lodging industry.

State zoning law changes. The Affordable Homes Act included a revision to state zoning law (M.G.L. Ch. 40A) that allows accessory dwelling units (ADUs) by right, and the state has recently issued regulations clarifying and protecting that right. Towns are, however, allowed to restrict the use of ADUs as short-term rentals. We recommend towns think about addressing how STRs fit into their town more comprehensively, however, than only restricting them in ADUs.

Change in state building code. The latest edition of the state building code includes a requirement for annual inspections of STRs by a building inspector.

Recent town bylaws developed to address short-term rentals

At the May 2024 annual town meeting, three Franklin County municipalities passed bylaws to address short-term rentals, and they did it in very different ways. Here is a summary of what passed.

- Buckland. Developed a general bylaw and a zoning bylaw that was approved by the Attorney General's Office in July 2024. The zoning bylaw sets a preference for owner-occupied short-term rentals, allowing existing non-owner occupied and properly registered short-term rentals to continue operating, and new non-owner-occupied short-term rentals in the village commercial, commercial, and historic industrial zoning districts by special permit through the ZBA. The zoning bylaw establishes performance standards for parking, outdoor lighting, and events. The general bylaw sets up a registration and inspection system.
- Colrain. Developed a zoning bylaw that has not yet been acted on by the Attorney General's office (as of March 2025). It creates a permit system and requires a special permit through the planning board, and some STR units require a site plan review, depending on the size and zoning district. Owners can rent out only one property in Colrain at a time.
- Orange. Developed a zoning bylaw that was approved by the Attorney General's Office in September 2024. It establishes a registration process and sets performance standards and requires that the property be in compliance with all state and local statutes, rules, and regulations pertaining to health and safety.

As of this writing, Shelburne has prepared a set of changes to their zoning bylaw related to STRs that was modeled after Buckland's bylaw but modified to fit the needs of their town. The changes will be up for annual town meeting vote this May 2025.

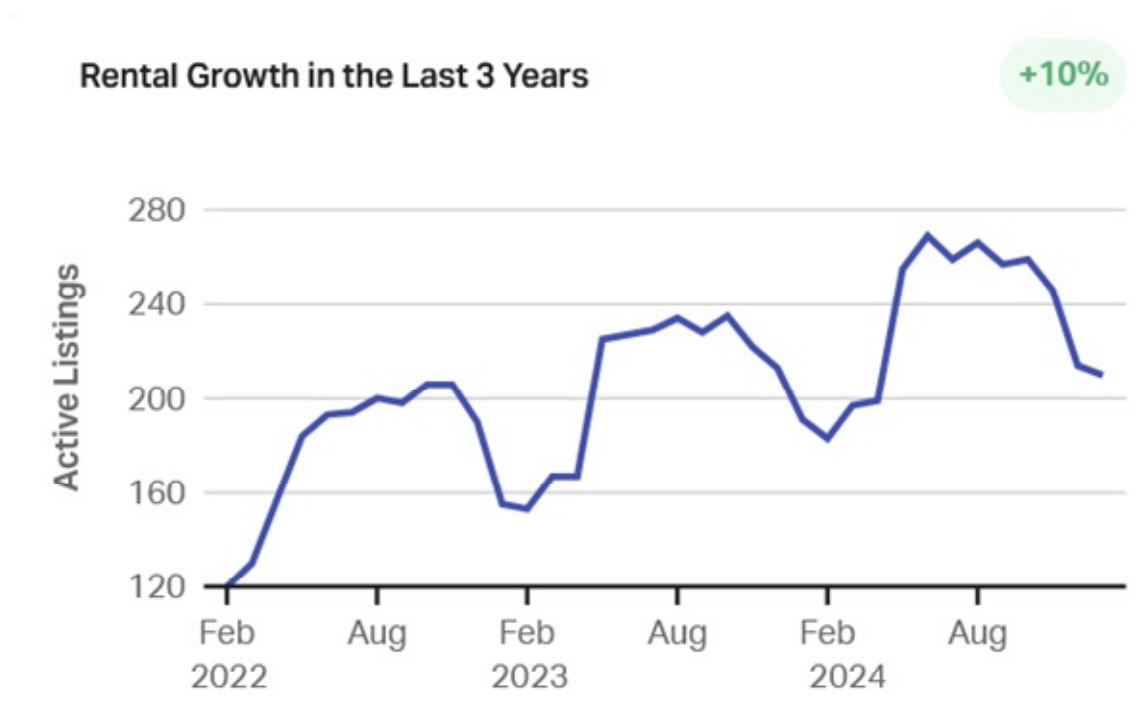
FRCOG has assembled a summary of all bylaws we have found that address short term rentals in MA. This summary is included as Attachment 1.

Short-term rental data for Franklin County

Though the MA Department of Revenue (DOR) keeps a [Public Registry of Lodging Operators](#), we have found that their data do not necessarily represent *active* lodging facilities. Moreover, the lookup by town is problematic in our area and seems erroneously tied to zip code, not to the town.² Short-term renting can be a fluid market, with units going on and off the market for a variety of reasons. If a lodging operator does not close out their account with the MA Department of Revenue, the lodging type will remain on their system.

For this reason, we used grant funds to pay for a one-year subscription to AirDNA, a short-term rental data and analysis company. AirDNA separates their data into Markets and Submarkets. The smallest submarket in our area is the entire county, which they, interestingly, call “Shelburne.” As you can see from the graph below, there is a seasonal pattern showing that active listings in Franklin County decline in the winter and increase in the summer to fall. Nevertheless, there has been overall growth in the number of listings in Franklin County each of the last three years.

Figure 1. Number of Active Short-term Rental Listings in Franklin County, 2022-2025



More county-wide information is summarized in the table below.

² The registry is online at <https://www.mass.gov/info-details/public-registry-of-lodging-operators>

Table 1. County-wide statistics available from AirDNA

AirDNA category	Summary of Franklin County
Number of listings	363 total listings 199 active listings as of 3/2025 Active listings are lowest in late winter and highest in the period of May – October
Average revenue per listing	\$35,000 per year Lowest revenue month = March Highest revenue month = July
Average daily rate	\$219.43
Where properties are listed	73% Airbnb 12% VRBO 16% both
Listing type	81% “entire home” 19% “private room”
Occupancy rate	Average 52% Ranges from 35% to 68% depending on the month

Unfortunately, we cannot get summary statistics like this by town. AirDNA does, however, show dots on a map and some limited information can be gleaned by clicking on the individual dots. FRCOG would be happy to sit down with anyone to try to determine more information by town.

Local lodging tax revenues continue to increase

Massachusetts cities and towns are permitted to charge a local room occupancy excise tax up to 6% (6.5% for Boston). The room occupancy excise tax applies to room rentals of 90 days or less in hotels, motels, bed and breakfast establishments, and lodging houses, and for short-term rentals of property for 31 days or less.³ Local and state taxes are paid by the lodging renter, not the owner or operator.

In Franklin County as of March 2025, 16 out of 26 municipalities have opted to levy the local room occupancy tax. According to the MA DOR, **tax revenues in Franklin County towns for all lodging types in 2024 totaled \$954,167**. Revenues have climbed steadily since 2020 and 2024 was almost double the amount in 2021.

These tax revenues for lodging are sent to the towns by DOR on a quarterly basis. There are no restrictions on how towns can use this revenue. FRCOG encourages municipalities to consider earmarking a portion of lodging tax revenues for housing-related projects or assistance, or infrastructure projects that enhance housing in your community.

³ The local room occupancy tax was added and short-term rentals included starting July 1, 2019.

See Table 2 below for lodging tax revenues that have come to towns that have opted into the local tax. Ashfield opted into the tax in 2023, adding an extra \$20,000 of tax revenue to the town budget in 2024. Greenfield and Deerfield have the highest local tax revenues because of larger hotels. Charlemont, Orange, and Shelburne follow with the next highest revenues.

It has recently come to our attention that Leyden has not been receiving their due taxes because of a zip code problem, and we continue to work with Leyden and the MA Department of Revenue, with the support of Anne Gobi, MA Director of Rural Affairs, to sort this out. Please contact us if your community has other issues we should know about.

Table 2. Local option lodging tax revenues by Franklin County municipality, 2020-2024

Municipality	Current room tax rate (% of nightly charge)	2020	2021	2022	2023	2024
Ashfield	6%	\$0	\$0	\$0	\$4,957	\$20,326
Bernardston	6%	\$11,076	\$22,611	\$25,516	\$31,270	\$37,601
Buckland	6%	\$5,801	\$12,690	\$17,439	\$17,463	\$15,528
Charlemont	6%	\$28,613	\$46,717	\$50,895	\$79,814	\$66,055
Colrain	6%	\$873	\$18,532	\$14,762	\$15,432	\$16,164
Conway	6%	\$2,190	\$767	\$856	\$3,223	\$5,871
Deerfield	6%	\$127,337	\$188,282	\$247,395	\$273,637	\$272,674
Erving		\$0	\$0	\$0	\$0	\$0
Gill	6%	\$2,470	\$2,385	\$3,127	\$3,060	\$5,434
Greenfield	6%	\$155,945	\$216,230	\$282,933	\$331,235	\$350,514
Hawley		\$0	\$0	\$0	\$0	\$0
Heath		\$0	\$0	\$0	\$0	\$0
Leverett	6%	\$1,821	\$167	\$862	\$1,862	\$4,820
Leyden	3%	\$1,111	\$175	\$0	\$3	\$0
Monroe		\$0	\$0	\$0	\$0	\$0
Montague		\$0	\$0	\$0	\$0	\$0
New Salem		\$0	\$0	\$0	\$0	\$0
Northfield		\$0	\$0	\$0	\$0	\$0
Orange	6%	\$20,013	\$29,677	\$40,585	\$74,618	\$58,364
Rowe		\$0	\$0	\$0	\$0	\$0
Shelburne	6%	\$17,336	\$24,136	\$26,129	\$62,743	\$67,292
Shutesbury	6%	\$157	\$3,812	\$3,343	\$19,287	\$12,772
Sunderland	6%	\$3,775	\$5,590	\$8,201	\$17,872	\$12,704
Warwick		\$0	\$0	\$0	\$0	\$0
Wendell		\$0	\$0	\$0	\$0	\$0
Whately	6%	\$5,781	\$6,351	\$7,345	\$7,434	\$8,048
TOTALS		\$384,299	\$578,122	\$729,388	\$740,199	\$954,167

Potential next steps in your town or city

If you would like more specific information for your town on anything in this report, please get in touch with Andrea Donlon at adonlon@frcog.org.

Select Boards/Town Administrators:

If your town has not yet opted to charge a local room occupancy excise tax, there are sample town meeting warrant articles at our website at <https://frcog.org/short-term-rental-law-workshop-for-towns/>. As we noted earlier, Ashfield passed the local tax in 2023, and in 2024, the tax revenues added \$20,000 to the town. The tax is paid by the lodging renter, not the lodging operator. At the 6% level, a room rented for \$200/night would add \$12 to the bill. It is highly unlikely that lodging renters specifically look to rent an STR in a town that does not have this tax.

If you are wondering how many STRs are located in your town to get a sense of the tax revenues your town may gain, FRCOG can look up data on AirDNA for you.

If your municipality is garnering significant income (more than \$50K) from the local option tax, consider earmarking some portion of the revenues to re-invest in your community in the form of housing development, housing repair, rental assistance, or municipal infrastructure projects for (water, sewer, sidewalks, etc.) that would benefit the Town in some way.

Planning Boards:

Zoning bylaws address many types of businesses. The Planning Board may want to consider the lodging types existing in your town or may have listed in the zoning bylaws, if you have not already. Short-term rentals are often located in residential areas and like any business use, you may wish to consider where/how that is appropriate. If you wish to address STRs in your zoning bylaw, consider doing so on a more comprehensive level than only restricting them in ADUs.

FRCOG has created a summary list of general bylaws and zoning bylaws across the state that have been adopted to address short-term rentals. The list is included as Attachment 1. For more information or assistance with bylaw changes, please contact Megan Rhodes at mrhodes@frcog.org.

Town Clerks:

Are lodging operators registered as a business in your town under M.G.L. Part I, Title XV, Chapter 110, Section 5? Does the town have a process for registering non-owner-occupied short-term rentals so that there is a local contact person who can be quickly reached if there is an emergency or complaint? For copies of sample registration policies, contact Andrea Donlon. Does your list of STRs match the list that the MA Department of Revenue has, and is your municipality getting the appropriate tax revenues? If not, please contact Phoebe Walker at walker@frcog.org.

Tax Assessors:

Are you aware of the locations of all lodging businesses (including STRs) in your town, and is the board of assessors assessing the properties as such?

Health Inspectors:

FRCOG's regional health district, the Cooperative Public Health Service (CPHS) treats short-term rentals as a lodging type and our regional health agents conduct annual inspections for all lodging facilities and coordinates with the building inspectors. Contact Randy Crochier, CPHS Program Manager, for information on this permit at rcrochier@frcog.org.

Building Inspectors:

As of the beginning of 2025, the latest version of the MA Building Code now requires an annual building inspection of STRs. Building Inspectors are responsible for making sure a short-term rental is compliant with zoning and building codes. FRCOG's Franklin County Cooperative Inspection Program (FCCIP) has developed a Certificate of Inspection process for this new requirement. Contact Gabby Grise for more information at ggrise@frcog.org.

Conversion of On-Premises Wine and Malt Only Licenses to All Alcoholic Beverages Licenses

August 20, 2025

Section 51 of Chapter 9 of the Acts of 2025, the FY2026 State Budget Bill, inserted a new section into G.L. c.138 concerning alcoholic beverage licensing. Subject to local acceptance, this new provision, G.L. c.138, §12D, allows a local licensing authority to approve the conversion of an on-premises license to sell wine and malt beverages only to an on-premises license to sell all alcoholic beverages, even if the municipality does not have any all alcoholic beverages licenses available. As discussed in further detail, below, this is a significant change in local licensing procedures, allowing the conversion to be accomplished without action of the General Court and regardless of whether such a license is available under an otherwise applicable quota. The Alcoholic Beverages Control Commission (“ABCC”) has also issued an advisory which can be found [here](#).

Local Acceptance. In order to use the new statutory conversion process, G.L. c.138, §12D must first be accepted by a city or town in accordance with the provisions of G.L. c.4, §4. Thus, in a city, the statute must be accepted by vote of the city council, with the approval of the mayor, as applicable. In a town, the statute must be accepted by vote of town meeting. Subject to any referendum provision that may be imposed by charter or special act, the acceptance vote will take effect immediately and requires no further approvals from the state.

Eligibility. Any holder of an on-premises license to sell wine and malt beverages only is eligible to seek conversion of that license to an on-premises license for sale of all alcoholic beverages. This is significant because, as previously discussed, without this new section, such a conversion could be made only if an on-premises license for sale of all alcoholic beverages was available under an existing quota or pursuant to special legislation. Note, however, that such a conversion will still require approval by both the local licensing authority and the ABCC.

Conversion Process. In order to convert a license under G.L. c.138, §12D, a licensee holding an on-premises license for the sale of wine and malt beverages only may apply using the ABCC form found [here](#). The local licensing authority may establish a reasonable fee for processing the conversion application and may adopt such additional requirements as the licensing authority deems appropriate. Note that the conversion application process must meet all of the notice, publication, certified mailing and public hearing requirements set forth in G.L. c.138, §15A for any other license application. Once a license conversion has been approved by the local licensing authority, it must be submitted to the ABCC for approval, along with a fee of \$200.00.

Restrictions. Approval by the local licensing authority of a conversion will not create an additional license – the overall number of licenses for on-premises consumption of alcoholic beverages will remain the same.

Accordingly, if a wine and malt beverage only license is converted, it will still count against the municipality's quota for that type of license. However, a converted license cannot be transferred, and, if it is no longer being used, must be returned to the local licensing authority. The converted license then reverts to its original status and can only be reissued as an on-premises license for the sale of wine and malt beverages only. The new licensee, however, would also be eligible to seek conversion of the license using the G.L. c.138, §12D process.

Sample Votes. Below find a sample town meeting warrant article and city council vote for acceptance of G.L. c.138, §12D; be reminded, however, that the form of article or vote used by a particular municipality must also comply with the provisions of any applicable charter, special act, ordinance or bylaw.

Sample Town Meeting Warrant Article

Article XX: To see if the Town will vote to accept the provisions of G.L. c.138, §12D, which, if accepted, would allow the _____ as the local licensing authority of the Town, to approve a request from a licensee to convert an existing license to sell wines and malt beverages only for on-premises consumption to a license to sell all alcoholic beverages for on-site consumption, subject to all other provisions of G.L. c.138, including notice, publication, and certified mailing of, and a public hearing on, such conversion, [insert closing clause, such as: or take any other action relative thereto].

Sample City Council Vote

WHEREAS, Chapter 138 of the General Laws was amended by Section 51 of Chapter 9 of the Acts of 2025 to include a new Section 12D; and

WHEREAS, said Section 12D is a local acceptance statute allowing the local licensing authority to approve the conversion, at the request of the licensee, of an on-premises license for the sale of wine and malt beverages only to an on-premises license for the sale of all alcoholic beverages; and

WHEREAS, the _____, as the local licensing authority of the City, has issued on-premises license for the sale of wine and malt beverages only; and

WHEREAS, the City wishes to make available to local businesses the opportunity to benefit from the license conversion option afforded by this new statute;

NOW, THEREFORE, it is hereby resolved that:

The _____ City Council accepts the provisions of Section 12D of Chapter 138 of the General Laws, as added by Section 51 of Chapter 9 of the Acts of 2025, to allow the _____ as the local licensing authority of the City, to approve a request from a licensee to convert an existing license to sell wines and malt beverages only for on-premises consumption to a license to sell all alcoholic beverages for on-site consumption, subject to all other

provisions of G.L. c.138, including notice, publication, and certified mailing of, and a public hearing on, such conversion.

If you have further questions about conversion of on-premises licenses for the sale of wine and malt beverages only, or any other alcoholic beverages licensing questions, please contact Attorneys [Gregg J. Corbo](#) or [Thomas W. McEnaney](#).

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