# **MONTAGUE SELECTBOARD MEETING** VIA ZOOM Monday, November 10, 2025 **AGENDA**

Join Zoom Meeting https://us02web.zoom.us/j/89426171759

Meeting ID: 894 2617 1759 Passcode: 149674 Dial into meeting: +1 646 558 8656

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

# **Meeting Being Taped**

# **Votes May Be Taken**

-	<del></del>
1. 6:00PM	Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00	Approve Minutes: Selectboard Meeting November 3, 2025, if available
3. 6:00	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. 6:02	<ul> <li>Sewer Commission with Chelsey Little, CWF Superintendent</li> <li>Sewer Abatement Requests, FY2026 First Half of Billing Cycle</li> <li>Clean Water Facility surplus equipment request</li> <li>Permit discharge summary for October 2025</li> </ul>
5. 6:30	<ul> <li>Licensing Requests: Daniel Levine, Mystic Cat Pinball, LLC</li> <li>Liquor License Request for General All-Alcohol Permit</li> <li>Automatic Amusement License Request for 25 Pinball Machines with request to reduce License Fee to \$600.00</li> </ul>
6. 6:45	<ul> <li>Gill-Montague Regional School District</li> <li>Request for Selectboard to reaffirm 12/28/23 vote to support the district's application to the Mass School Building Authority to consolidate Sheffield and Hillcrest Elementary Schools.</li> <li>Discussion: Fiscal Year 2027 financial forecast</li> </ul>
7. 7:05	Personnel Board

- Proposed health insurance opt-out incentive program
- Appoint Fern Smith as Town IT Coordinator effective 11/11/25 (\$2,100/ year)

### 8. 7:15 **Special Town Meeting Follow-up**

• Article 16: Consider Town Meeting recommendation to distribute Anti-Apartheid resolution

# Montague Selectboard Meeting November 10, 2025 Page 2

### 9. 7:25 Assistant Town Administrator's Business

- Authorize contract amendment with Tighe & Bond for engineering and environmental services – building demolition and site improvements at the Strathmore Mill Complex. Amendment value is \$1,088,550 to be funded by EPA Brownfields Cleanup Grant and state earmark
- Authorize contract with Larochelle Construction, Inc for Unity Park Fieldhouse Buildings Weatherization. Contract value is \$53,500 to be funded by Green Communities grant and Mass Save utility incentive
- Topics not anticipated in the 48-hour posting requirements

### **Next Meeting:**

Selectboard: Monday, November 17, 2025, at 6:30PM via ZOOM.

### Sewer Abatements FY2026 First Half Billing Period

#	Location	Reason for Request (per the resident)	Superintendent Recommendation	Updated Info (for Treasurer)	Notes (\$18.50/1000gallons)	
1	10 Randall Wood Dr	Bill has doubled from last usage.	DO NOT ABATE		Current bill: 23,000 gallons at \$425.50	
	Montague				Unfounded, metered usage higher than previous year (13,000 gallons)	
2	134 Montague City Rd	New property purchase.	DO NOT ABATE		Current bill: 29,000 gallons at \$647.50	
	Turners Falls	·			Property closings include estimated water/sewer bills from previous owner.	
3	93 Montague St	Heater burst, water did not enter	ABATE	Adjust next bill to:	Current bill: 35,000 gallons at \$647.50	
	Turners Falls	sewer. Provided copy of repairs.	\$55.50	32,000 gallons	3 year average: 32,000 gallons at \$592.00	
4	3 H St	Toilet leaking and repaired. Provided	DO NOT ABATE	Adjust next bill to:	Current bill: 30,000 gallons at \$555.00	
	Turners Falls	copy of repairs.		26,000 gallons	3 year average: 26,000 gallons	
5	60 G St	Toilet leaking and repaired. Provided	DO NOT ABATE	Adjust next bill to:	Current bill: 38,000 gallons at \$703.00	
	Turners Falls	copies of repairs.		14,000 gallons	3 year average: 14,000 gallons	
6	440 Old Greenfield Rd	Drastic water usage unaccounted for,	ABATE	Adjust next bill to:	Current bill: 358,000 gallons at \$6,623.50	
	Montague	conducted dye testing/investigations	\$4,311	125,000 gallons	3 year average: 125,000 gallons at \$2,312.50	
7	79 G St	Irrigation system on through October,	ABATE	Adjust next bill to:	Current bill: 16,000 gallons at \$296.00	
	Turners Falls	after meter readings, inflated usage	\$129.50	9,000 gallons	3 year average: 9,000 gallons at \$166.50	
8	9 Clarke Ave	Water leaking from fridge unit.	ABATE	Adjust next bill to:	Current bill: 33,000 gallons at \$610.50	
	Turners Falls		\$444.00	9,000 gallons	3 year average: 9,000 gallons at \$166.50	
9	6 Roosevelt Rd	Toilet leaking and repaired. Provided	DO NOT ABATE	Adjust next bill to:	Current bill: 27,000 gallons at \$499.50	
	Turners Falls	copies of repairs.		12000 gallons	3 year average: 12,000	
10	10 Station St	Frozen pipe burst, water did not enter	ABATE	Adjust next bill to:	Current bill: 41,000 gallons at \$647.50	
	Montague	sewer.	\$442.50	2,000 gallons	3 year average: 2,000=minimum usage charge at \$316.00	
11	31 Bulkley St	Re-filled pool after leak was fixed.	ABATE	Adjust next bill to:	Current bill: 52,000 gallons at \$962.00	
	Turners Falls	Provided documentation.	\$444.00	28,000 gallons	3 year average: 28,000 gallons	
12	73 5th St	Two major water leaks found and	ABATE	Adjust next bill to:	Current bill: 317,000 gallons at \$5,864.50	
	Turners Falls	repaired. Provided documentation.	\$4,403.00	79,000 gallons	3 year average: 79,000 gallons	
13	42 Central St	Toilet leaking and repaired. Provided	DO NOT ABATE	Adjust next bill to:	Current bill: 10,000 gallons at \$185.000	
	Turners Falls	copies of repairs.		7,000 gallons	3 year average: 7,000 gallons	
14	77 Federal St	Bankruptcy filling for all FY25 sewer	ABATE		Current bill: 22,000 gallons at \$407.00	
	Millers Falls	bills	\$792.00		3 year average:	
15	177 Turnpike Rd Turners Falls	Bill increased by \$117.00 from last	DO NOT ABATE		Current bill: 23,000 gallons at \$425.50	
40	30 School St	year. Metered well water, use metered data	ABATE	Adjust next bill to:	Unfounded, metered usage higher than previous year (8,000 gallons)  Current bill: flat rate for wells at \$904.00	
16	Montague	instead of flat rate.	\$588.00	5,000 gallons	Minimum connection charge: \$316.00	
17	415 Turners Falls Rd,	Newly installed meter on well, use	ABATE	Adjust next bill to:	Current bill: flat rate for wells at \$904.00	
''	Turners Falls	metered data instead of flat rate.	\$588.00	5,000 gallons	Minimum connection charge: \$316.00	
18	17 G St	Toilet leaking and repaired. Provided	DO NOT ABATE	Adjust next bill to:	Current bill: 15,000 gallons at \$277.50	
	Turners Falls	copies of repairs.		10,000 gallons	3 year average: 10,000 gallons	

Property sales - not abated, it is the responsibility of the seller/buyer to obtain utility information and determine an equitable solution with respect to payment obligations to the Town prior to closing.

Toilet leaks - not abated, water that goes through plumbing devices and reaches the sewer is billed because it is conveyed by the sanitary sewer and treated at the CWF

				CWF Su	ırplus Equipm	nent Nov 2025	5	
<u>Date</u>	Equ	iipment De	<u>scription</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Serial Number</u>	Approx Value
	Blow	ers x3		Torin	AB 24 (	1982	_	
	Gene	rator Shacks x2		_		1980		
	G St (	Generator		Enrice	22003 W-8R	1980	388-194	\$ 4000
	J St G	enerator		Emeile	220D3W-8/2	198	383-195	\$4000
	Mont	ague Center Ger	nerator	ONON	45073	1980	(800493237	\$2000
	40hp	Dodge Drives x2		Dodge	BR800	1980		
	Lake	Pleasant Genrato	or	?6198PJZ.	30R/31	1980	1.	\$6000
	Porta	ble Generator		あるいろっとこ	308131	1980		\$ 6000

# **Permit Summary October 2025**

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.527 lowest flow ever recorded since 1980
BOD mg/L	30 mg/L (Average Monthly Max)	26.9
BOD % Removal	>/= 85.0% (Average Monthly)	93.0%
TSS mg/L	30 mg/L (Average Monthly Max)	9.9
TSS % Removal	>/= 85.0% (Average Monthly)	97.5%
pH Low	6.0 SU (Daily)	7.20
pH High	8.3 SU (Daily)	7.75
E. coli (Daily)	409.0 MPN (Daily Max)	272.30
E. coli (Rolling)	126.0 MPN (Geomean Average)	30.4
Total Chlorine	1.0 mg/L (Daily Max)	0.44
Total Nitrogen	153 lbs/day (Average Monthly Max)	37.4

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

**BOD=Biochemical Oxygen Demand** 

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

lbs=unit of measure for loading calculations

<sup>\*</sup>Note: Summary subject to change pending final data review and submital to EPA/DEP



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission

For Reconsideration
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# LICENSING AUTHORITY CERTIFICATION

ABIN			MONTAGUE				
TO A NIC A CTION TWO	· (Diagraphy alteration	-111	City /Town		ABCC Lie	cense Number	
		all relevant transaction ns the Licensing Au	ns): Ithorities to approve th	e following transa	actions:		
New License		Change of Location	Change of Class	i.e. Annual / Seasonal)	Change Corporate	Structure (i.e. Corp / LLC)	
Transfer of Lice	ense	Alteration of Licensed Pr	remises Change of Licens	nises Change of License Type (i.e. club / restaurant)		al (i,e, License/Stock)	
Change of Mar	nager	Change Corporate Name	e Change of Categ	Ory (i.e. All Alcohol/Wine, Malt	) Management/Ope	Management/Operating Agreement	
Change of Offic		Change of Ownership Int		r of Stock/New Stockho	lder Change of Hours		
		Trustees)	Other		Change of DBA		
APPLICANT INFORM	IATION						
Name of Licensee	Mystic Cat Pin	ball, LLC		DBA			
Street Address	113-115 Avenu	ue A, Turners Falls, MA			Zip Code	01376	
Manager [	Daniel M. Levii	ne			Granted under Special Legislatio	Yes No	
§12 General On-F	Premises	Annual	All Alcoholic Beverag	ges	If Yes, Chapte		
<u>Type</u>		Class	Categ		of the Acts of (y	ear)	
(i.e. restaurant, pac	kage store)	(Annual or Season	nal) (i.e. Wines and Mai	ts / All Alcohol)			
DESCRIPTION OF PR	EMISES (	Complete description	n of the licensed premise	s			
	chairs, tables a		rs Falls, MA consisting of a second area for pinball				
LOCAL LICENSING AL		_	10/14/2015	Ī.,	2.2004	٦	
Application filed wit		Date  Date Published	10/14/2015	Time Publication	2:30PM		
Advertised	Yes 🔯 No [	Date Published	10/30/2025	Publication	Montague Reporter		
Abutters Notified: \	Yes 🛛 No [	Date of Notice	10/31/25				
Date APPROV	VED by LLA		Decisio	n of the LLA			
Additional remarks of (E.g. Days and hours							
For Transfers ONLY:						4	
Seller License Numb	er:	Se	eller Name:				
The Local Licensing Au	thorities By:				Alcoholic Beverages Cor Ralph Sacrar Executive Di	mone	



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

### RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION **MONETARY TRANSMITTAL FORM**

### **APPLICATION FOR A NEW LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

**ECRT CODE: RETA** 

Please make \$2	200.00 payment here: ABC	C PAYMENT WEBSITE	
PAYMENT MUST ( PAYMENT RECEIP		NSEE CORPORATION, LLC, PARTNERSH	IP, OR INDIVIDUAL AND INCLUDE THE
ABCC LICENSE NUI	MBER (IF AN EXISTING LICENSEE	, CAN BE OBTAINED FROM THE CITY)	
ENTITY/ LICENSE	E NAME MYSTIC CAT PINI	BALL, LLC	
ADDRESS 113	-115 AVENUE A		
CITY/TOWN TL	JRNERS FALLS	STATE MA	ZIP CODE 01376
For the following tra	insactions (Check all that a	pply):	
✓ New License	Change of Location	Change of Class (i.e. Annual / Seasonal)	Change Corporate Structure (i.e. corp / LLC)
Transfer of License	Alteration of Licensed Premises	Change of License Type (i.e. club / restaurant)	Pledge of Collateral (i.e. License/Stock)
Change of Manager	Change Corporate Name	Change of Category (i.e. All Alcohol/Wine, Malt)	Management/Operating Agreement
Change of Officers/ Directors/LLC Managers	Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)	Issuance/Transfer of Stock/New Stockholder Other	Change of Hours

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

> **Alcoholic Beverages Control Commission** 95 Fourth Street, Suite 3 Chelsea, MA 02150-2358



# The Commonwealth of Massachusetts Alcoholic Beverages Control Commission 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358 www.mass.gov/abcc

# **APPLICATION FOR A NEW LICENSE**

Municipality

TOWN OF MONTAGUE

1. LICENSE CLASSIFICATION INFORMATION					
ON/OFF-PREMISES TYPE	CATEGORY	CLASS			
On-Premises §12 General on-Prem		Annual			
Please provide a narrative overview of the transaction(s) being the intended theme or concept of the business operation. A	g applied for. On-premises applicants should also provide a des ttach additional pages, if necessary.	cription of			
TWO SPACES ADJOINING INTO ONE: A CRAFT BEER BAR WITH A COZY LIVING ROOM STYLE CONCEPT ON ONE SIDE, AND AN ALL-AGES GAMEROOM FEATURING VINTAGE AND MODERN GAME MACHINES. VARIOUS LIVE ENTERTAINMENT AND ACTIVITIES, INCLUDING PINBALL, TRIVIA, AND GAME NIGHTS.					
Is this license application pursuant to special legislation?	Yes No Chapter Acts of				
2. BUSINESS ENTITY INFORMATION					
The entity that will be issued the license and have operat	ional control of the premises.				
Entity Name MYSTIC CAT PINBALL, LLC	FEIN: 39-3821691				
DBA	Manager of Record DANIEL M. LEVINE				
Street Address 113-115 AVENUE A	A, Turners Falls, MA 01376				
Phone: (716) 982-8418	Email: DANIEL.M.LEVINE@GMAIL.COM				
Alternative Phone: N/A	Website: N/A				
3. DESCRIPTION OF PREMISES  Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any					
outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.					
The premise is located at 113-115 Avenue A, Turners Falls, MA consisting of two (2) front entrance/exit doors with a tavern area which will include loveseats, chairs, tables and bar seating and a second area for pinball and amusement devices. Total area consists of approximately 2,036 square feet with 66-person capacity.					
Total Square Footage: 2,036 Number of En	trances: 2 Seating Capacity: 66				
Number of Floors 1 Number of Exi	ts: 2 Occupancy Number: 66				
4. APPLICATION CONTACT					
The application contact is the person whom the licensing auth	orities should contact regarding this application.				
Name: JESSE COOK-DUBIN	Phone: (413) 553-0327				
Title: ATTORNEY OF RECORD	Email: COOKDUBIN@COHENKINN	E.COM <sub>1</sub>			

### AFFIDAVIT OF THE MAILING OF NOTICES OF THE FILING OF AN APPLICATION

To be completed and signed by the applicant and filed at the office of the Licensing Board.

In accordance with the requirements of the Town of Montague Licensing Board, I hereby declare that on the 31<sup>st</sup> day of October 2025, I sent by certified mail, return receipt to the persons hereinafter listed notices, a copy of which is attached hereto, of the filing with the Licensing Board of the Town of Montague, by the undersigned of an application, at 113-115 Avenue A, in said Turners Falls.

**NAME** 

**ADDRESS** 

David E. Jensen and Enoch O. Jensen

Post Office Box 44, 13 Denton Street Lake Pleasant, MA 01347

Signed under the pains & penalties of perjury:

Jesse Cook-Dubin, Attorney for Applicant

On this 3<sup>rd</sup> day of November 2025, before me, the undersigned notary public, personally appeared, JESSE COOK-DUBIN proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kirsten K. Schwarzer – Notary Public Notary Expires: December 11, 2031



# COHEN | KINNE | VALICENTI | COOK

Jesse Cook-Dubin
Admitted in MA and NY

Direct dial 413-553-0327 cookdubin@cohenkinne.com

October 30, 2025

BY CERTIFIED MAIL ARTICLE NO. 7019 0700 0002 3455 7288 RETURN RECEIPT REQUESTED

David E. Jensen Enoch O. Jensen Post Office Box 44 13 Denton Street Lake Pleasant, MA 01347

Re: Notice of Public Hearing - Town of Montague

Mystic Cat Pinball, LLC

### Dear Abutter:

This letter shall serve as notice of a Public Hearing of the Town of Montague Licensing Board scheduled for November 10, 2025, at 6:30PM via zoom to consider the application of Mystic Cat Pinball, LLC, for an Annual On Premise, §12 General, All Alcohol Liquor License regarding premises located at 113-115 Avenue A, Turners Falls, Massachusetts 01376.

A copy of the legal notice with respect to this matter is enclosed for your reference.

The zoom details are as follows <a href="https://montague-ma.gov/d/13872/Selectobard-Meeting">https://montague-ma.gov/d/13872/Selectobard-Meeting</a>.

For more information or should you have any questions regarding this matter, please contact Fern Smith, with the licensing board of the Town of Montague at ferns@montague-ma.gov.

By Its Attorneys,

COHEN KINNE VALICENTI & COOK LLP

Jesse Cook-Dubin

Enclosure

Copy to: Mystic Cat Pinball, LLC (By mail & w/enclosure)

### CUTS from page A1

changes that will impact Medicaid, Medicare, and market-based plans subsidized under the Affordable Care Act. According to an analysis by BCBSMF, the charitable arm of the state's largest private health insurer, these changes could lead to lower reimbursement rates and higher costs for patients

Kaitlyn Kenney Walsh, BCB-SMF vice president of policy and research, said that increased federal spending on border security, energy, and defense comes largely at the expense of healthcare programs un-der the One Big Beautiful Bill Act, a wide-ranging piece of legislation promoted by the Trump administra-tion and signed into law in July.

"This will mean really lough choices," Kenney Walsh said. "Places may have to lay off workers, including clinicians. People may have to choose between paying the real es-tate to keep the facility open - which could ultimately mean longer wait times for services for all of us - and longer drives to access your care."
"I just want to reiterate, this is

not final a Medicaid problem," she added, "This is an every health in-surance coverage, and healthcare delivery system, problem."

The large auditorium was sparsely filled with what seemed like fewer than 100 attendees, among them social service workers, students, and staff from the offices of US senators Elizabeth
Warren and Ed Markey.

"If people really understood what this means, this room would be full, because the impacts are going to be real," said Baystate Health chief strategy officer Dean Sampei, "It's going to impact real people's lives, and people are gong to die. It's bad."

### Big Bill Act Impacts

Starting next year, the One Big Beautiful Bill Act will strip insur-ance eligibility from some immigrants, including asylum seekers, people from Afghanistan and Iraq granted special immigrant visas, Native American tribal members born in Canada, and victims of human trafficking
This move is expected to impact

about 2,500 MassHealth recipients, and as many as 60,000 recip-ients of subsidized plans through ConnectorCare, legally residing in Massachusetts.

These are lawfully present people," Kenney Walsh said. "These are people who have followed the rules, they've submitted their pa-perwork. They are currently el-igible, and this is a shift in terms of eligibility criteria for particular immigration statuses that will lose their coverage."

> "It's going to impact real people's lives, and people are going to die," said Baystate Health chief strategy officer Dean Sanpei. "It's bad."

The new law implements work requirements for adults on Medicaid under the age of 65 with no dependent children. Beginning in 2027, applicants will have to submit paperwork verifying employment or errollment in a job-training program

Recipients will also have to

re-submit their ambientions every six months instead of once a year.
"We know that people often lose

coverage not because they're not eligible, but because of the adminof proving they're eligible. It's a lot of work," Kenney Walsh said,
"More frequent redetermination
will just create additional hurdles to people keeping their coverage.

Massachusetts residents who do not qualify for Medicare or Medic aid, and instead receive subsidized insurance through the Health Con-nector under the Affordable Care Act, may lose coverage or see their premiums skyrocket as eligibility rules change, she explained

One in four Massachusetts residents is insured through MassHealth, a program that brings over \$12.3 billion in annual revenue to the state's economy.

The law also effectively cuts Medicaid funding by placing re-strictions on how much the state may tax healthcare providers to support MassHealth, and how much in "state-directed" payments may be spent on additional services or providers.

At the same time, enhanced premium tax credits approved by Congress in 2021 to lower monthly health insurance costs for residents not covered by Medicare or Medicaid are set to expire in December. Unless these credits are extend-ed, an estimated 27,000 additional Health Connector customers could lose their insurance.

One in four Massachusetts residents is insured through Mass-Health, a program that brings over \$12.3 billion in annual revenue to the state's economy. According to Kenney Walsh, that amounts to about 86% of the federal money sent to the state. Once all of the Eig Beautiful Bill Act's changes have been implemented, she said. it will translate to an annual loss to the state of about \$3.5 billion.

The full effect of the cuts may not be felt until about 2034, she added: "These timelines were sequenced intentionally so that much of the harm happens after key elec

### Community Health

Tania Barber, president of the Springfield-based nonprofit Caring Health Center, said that uninsured residents often delay seeking healthcare until they end up in an emergency room. This places increased costs on already overbur-dened hospitals, she said, which will also see decreased MassHealth revenue under the new rules.

"People are going to become sicker. Care is going to be de-layed," Barber said. "This is only poing backwards from what we ed, in terms of making sure that people have access to insurance, and making sure that people have access to care,"

Panelists suggested potential solutions to the compounding crises of increasing costs and foderal cuts. Sending community health

workers to seniors' homes for routine check-ups is cheaper and more convenient than meeting with doc-tors, Barber said. Several other panelists described the ways making wellness programs and preventative care more accessible at the community level can reduce pressure on healthcare workers

'What are the programs that we have in place now that are actively connecting people to care - keeping them out of the hospital, keeping them out of the emergency department, and ensuring that they're getting great care at the lowest cost possible?" asked Levine, 'It has to be done in really close partnership with the providers incally to under stand what works, what doesn't and how to keep people engaged."

Anticipating the federal revenue shortfall, Governor Maura Healey signed a supplemental budget bill last month that provided \$234 miltion to acute care hospitals and community health centers that serve low-income, underinsured, and uninsured patients.

We have the best hospitals in the world, but with existing strains on our bealth care system and the harm coming from President Trump's budget cuts, we need to support our trusted institutions that provide people the care they need," Healey said in a statement.

Hana Steinhauer, executive direcfor of the Berkshire County-based nonprofit Volunteers in Medicine. said that retired doctors can volun teer their time to help the uninsured as a form of harm reduction.

"We need to start to disrupt the system." Steinhauer said, "The cost of everything is skyrocketing, and there has not been a huge amount of discussion within our state about alternative models."

Steinhauer and Darber both said that if healthcare providers were reimbursed at the same rate by private insurers as by MassHealth, they would have an easier time providing care. Barber suggested that legislation could require insurmatch these rate

### Our Own Footing

"Maybe medical care shouldn't be a place where prople think they go into to make so much money,' sha Morris, who identified herself as a member of the Northampion Reparations Study Commission, commented during the event's ques-tion-and-answer portion. "Maybe it should be about healthcare."

This elicited applause from the

"The system is going to break anyway," Morris continued. "So go ahead and start it - and start trying something new. It seems to me like we spent the whole morn-ing talking about, and reacting to, a system that doesn't work anyway."

State senator Jo Cornerford attended Tuesday's forum, and in an interview after the event empha-sized the "seismic" impact the fedcral cuts will have on the region's healthcare systems.
"We are already in a vulnerable

place," Comerford told the Reporter. "Primary care, specialty care, and elder care - these are deeply compromised, especially in rural ar eas. So how do we take this moment and make the system stronger, even as we face this attack on healthcare from the federal level?"

Comerford called attention in particular, to the impacts on residents currently insured under state-subsidized private plans

"It's the young carpenter who pays \$15 a month, his premium is

Beware All Hallows' Eve! In twilight's grasp, where shadows creep and children wander, take heed! Dark costumes fade into the night, unseen by those who seek them. Drivers, be ever watchful, for the trick-or-treater may not see thee. We have more than insurance. We have experience. 25 Mallers Falls Road PARTRIDGE (413) 863 4331 MAURANCE auto | home | business | annuities

### NOTICE OF PUBLIC HEARING **ZBA #25-12: ADDITIONAL SIGNAGE**

Notice is brothy given that the Montague Zoning Board of Appeals will hold a public hearing on Wednesday, November 12, 2023 at 630 p.m., via Zoom and Sirpeann at the Montague Town Hall upwarms conference room, One Avenue A, Turmer Falls, MA, at the request of Zabaria Nichita for a Special Hymnit to allies an additional be square intent of spring for a total of 128 square feet, where 32 square feet are currently permitted, under Section 27.1 and 92.0 fthe Zamaria Byllanes, located at 22 Millers Palle Road (Map 22, Parcel 28), in the General Business (GB) District. The filing is available for rowiew at Town Hall. In person, aveing details and remote meeting login information can be found at usous mortague-nat goog ballendar.

### NOTICE OF PUBLIC HEARING

accordance with the previous of Chapter 186. Mass Cacusal Leoys, attended, the Inhabitants of the Towned Mentages are buries medical Mystic Cat Phabal LLC Davis on an assage, the appearance for tennal On Populus 63 (Zebrard, 201 Alcohol, Lapine as manager, the appearance for tennal On Populus 63 (Zebrard, 201 Alcohol, Lapine Labore, The provision and a 13-131 (Armine A. Tumerer Falls, MA Committing to the 121 free transit, only developed the contraction of the 122 free transit, only developed the 122 free transit of approximately 2.0% expanse for traffice previously only only developed.

Dark and place is beening, Munday, November 19, 2023 at 6:30 p.m.

Montager Chrone Commune



going to jump to \$500," she said, "Or happens. We need a single payer, the couple who pays \$30 a month through ConnectorCare, their pay-ments are going to jump to \$1,700 a month. Those folks are very vulnorable as well, because they may not be eligible for MassHealth.

What happens to these folks?" Though it was discussed among attendees, nobody on the panel had mentioned the bill to establish a statewide single-payer health-care system, "An Act Establishing Medicare for All In Massachusetts," which state senator James Eldridge bas filed repeatedly since 2013. In recent years, Comerford has signed on in support of that bill.

"We have to take profit out of healthcare," Councrford told the Reporter. "(I has to be part of what

and that would help align a lot of the expenses that are tacked on in the current system."

In the meantime, the senator said. the state can help in other ways, including investing in training for community health workers, filling gaps in the emergency medical system, and improving residents' at cess to preventative care.

"We have to understand there's not a simple solution," Comerford said. "Because the problem is, the federal chaos - the federal wreckage - is affecting numerous types of people and families, so our solutions need to be as numbed to be

PLACE YOUR BUSINESS CARD HERE (12 WEEK MINIMUM), CALL 863-8666!



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Devine Overhead Doors

Gerry Devine

Hadley, MA. 01035

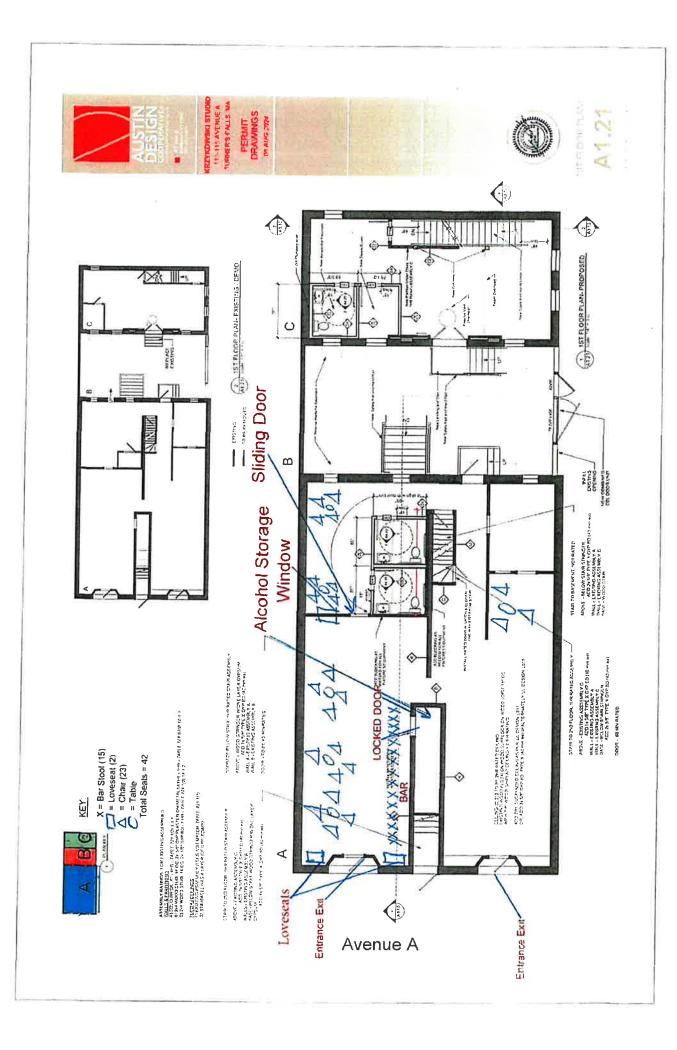
Hampshire: 586-3161 Franklin: 773-9492

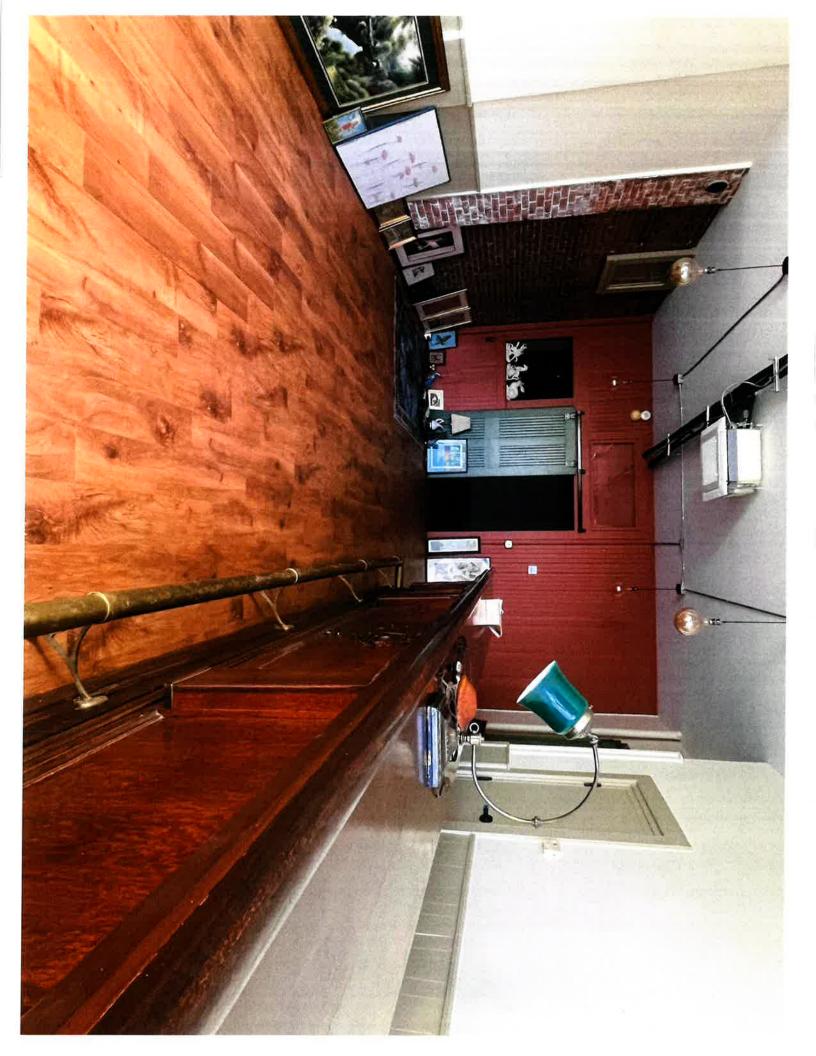


Origami is for anyone. anywhere, anytimel

Amount Orleans 106A.org net admineurigande Tet 212.769.5635











# Selectboard's Office

# **AUTOMATIC AMUSEMENT DEVICE APPLICATION**

This is an application for the Automatic Amusement (coin operated) License for the calendar year from January 1<sup>St</sup> to December 31<sup>St</sup>. Please indicate below the number of machines in each category currently in your establishment. There is a \$45.00 fee for each machine, including Juke Boxes.

Please make checks or money orders payable to the Town of Montague.

× Pinball Skil	Il Table Keno Other (please Describe) Iffle Board Video/Arcade Games
Complete: NAME AND ADDRESS O	F PREMISES WHERE MACHINES ARE TO BE INSTALLED:
BUSINESS NAME: Mystic Cat Pinball, LLC	C
D/B/A:	(716) 982-8418
STREET ADDRESS: 113-115 Avenue A, Turne	BUSINESS TELEPHONE NO.
DESCRIPTION OF LOCATION: Pinba	Ill arcade and bar
MANAGER: Daniel M. Levine	(716) 892-8418
EMAIL ADDRESS: daniel.m.levine@gmail.com	HOME TELEPHONE NUMBER
OWNER OF MACHINE: Ariadne Amuse	ment Leasing LLC
ADDRESS: 7 Sandlake Dr., Raymond, ME 0	04071 (413) 523-2168
SIGNATURE OF APPLICANT:	BUSINESS TELEPHONE NO.
TOTAL NUMBER OF MACHINES 25	
PLEASE REMIT THIS AMOUNT: \$	X \$45.00/ EACH = \$
YOUR ESTABLISHMENT WITHOUT PRIOR APPRO	
	Town of Montague Authorized Signature:
FOR OFFICE USE ONLY  Date Received:	Matthew Lord, Selectboard Chair Date: November 10, 2025
Check Number:	

# **Angie Amidon**

From: Kirsten M. Rocca < krocca@cohenkinne.com>

Sent: Thursday, November 6, 2025 1:37 PM

To: Fern Smith

Cc: Angie Amidon; Jesse Cook-Dubin; Daniel M. Levine

Subject: Request for Fee Discount Amusement Application - Mystic Cat Pinball, LLC

### Good afternoon:

This letter confirms that our client, Mystic Cat Pinball, LLC, respectfully requests a reduction in the fees associated with its Amusement Application from the Town of Montague.

As you may be aware, the amusement games are leased, not owned, yet the Town's current fee structure charges as though the games are owned by our client. Additionally, we note that the Board previously capped the total amusement fees for Mystic Pinball at \$500.

In light of these factors, our client proposes a capped total fee of \$600.00 for this application period.

Thank you in advance for your consideration.

### Kirsten M. Rocca

Cohen Kinne Valicenti & Cook LLP 66 West Street, Suite 201 Pittsfield, MA 01201

Pittsfield, MA 01201

Direct Dial: (413) 553-5232 Direct Facsimile: (413) 553-0336

Mobile: (413) 441-5251

Gosten U. Rocca

Email: krocca@cohenkinne.com

www.cohenkinne.com

\*

This email and any files transmitted with it are confidential and may contain attorney-client privileged information. These materials are intended solely for the use of the intended recipient. If you are not the intended recipient, any use, distribution, or disclosure of this transmission is prohibited. If you have received this email in error, please immediately notify the sender and delete the message from your system.

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To the Esteemed Members of the Massachusetts School Building Authority,

On behalf of the Gill-Montague School District, I am writing to formally endorse our continued interest and commitment to moving forward into the MSBA grant program for the renovation and expansion of Sheffield Elementary School and the potential consolidation with Hillcrest Elementary into a single PreK-5 facility.

Our Statement of Interest, submitted on April 11, 2025, meticulously detailed the critical needs within both our elementary schools. The severe overcrowding in both Sheffield and Hillcrest (Priority 2) has forced the conversion of essential spaces into makeshift classrooms, significantly impacting student learning and privacy.

Furthermore, the extensive facility system failures (Priority 5) are a source of constant concern. Hillcrest's leaking roof, failing asbestos floors, rotting windows, and inefficient boiler are mirrored by Sheffield's leaking roofs, cracked flooring, inefficient windows, antiquated electrical systems, and a 100-year-old boiler in Building C. These issues not only drive up operational costs but also create an uncomfortable, disruptive, and potentially unhealthy learning environment for our students and staff, as confirmed by Greg Walsh of PCA360 in November 2022.

Finally, the obsolete nature of our existing buildings severely hinders our ability to deliver comprehensive and equitable educational programs (Priority 7). Hillcrest lacks a gymnasium, a dedicated library, and accessible bathrooms, while Sheffield's central office area is not handicap accessible and its gym lacks accessible seating. Both schools struggle with a lack of confidential spaces for critical student services.

The proposed consolidation represents a vital opportunity to address these significant deficiencies, optimize resource allocation, and strengthen school-home relationships within our community. Despite stable enrollment, increasing subgroup populations underscore the growing demand for appropriate space.

We are confident that our proposal aligns with the MSBA's mission to create high-quality, sustainable learning environments. We eagerly anticipate the opportunity to partner with the MSBA to transform our vision into a reality, providing our students with the modern, safe, and effective educational facilities they deserve.

Given the recent district budget cuts, this project is paramount, as it offers a path to secure the necessary funding for essential infrastructure improvements that the town would otherwise struggle to finance independently. The town is prepared to move forward in supporting costs towards the feasibility study and schematic design in hopes of eventually securing a town vote to initiate the project.

Sincerely,

Town of Montague Selectboard

# Opt-Out Program:

The Town of Montague will pay a set amount of \$1,500 per year for an individual, \$3,000 for employee plus one plan, and \$5,000 per year for a family plan to active employees, who are currently covered by a health insurance plan through the HCGIT, but choose to opt-out of being covered through our plans and enroll in health insurance elsewhere. You can enroll in the Opt-Out at any time of the year as long as you have a "qualifying event."

# Town of Montague - Hampshire County Group Insurance Trust

Town Hall, 1 Avenue A Turners Falls, MA 01376

# **Health Insurance Opt-Out Election Form**

Please carefully read each side and PRINT CLEARLY

Insured Name (First)	(MI)	(Last)	
Street Address			
City	State	Zip Code	
Type of HCGIT coverage:	□ Individual	□ Employee+1	□ Family
Name of HCGIT health p	lan in which you are now	enrolled:	
☐ Blue Care Elect PPO			
□ Network Blue N.E. HM	O		
of the Town of Montague	er to participate in the op and further understand ligibility to participate in	that should my emplo	oyment be terminated
Lunderstand that I must	have had continuous co	verage by an HCGIT h	ealth insurance plan

I understand that I must have had continuous coverage by an HCGIT health insurance plan for at least one year immediately prior to the application for Opt-Out or with Selectboard approval.

I hereby elect a monetary allowance in lieu of an HCGIT sponsored group health insurance plan. I understand that the annual allowance is \$1,500.00 for an individual plan, \$3,000 for employee plus one plan, and \$5,000 for a family plan. The allowance will be paid in equal monthly installments while this election is in effect. The first monthly installment will begin in approximately 30 days from the date the Opt-Out application is approved. I understand that these payments will be treated as income and subject to appropriate withholdings.

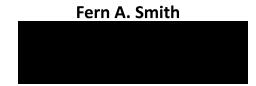
My other non-HCGIT health insurance coverage is not through a Federal or State sponsored program (such as the Health Connector or Mass Health). I have compared my other non-HCGIT health insurance coverage with my HCGIT coverage. The coverage is comparable and I can provide proof of coverage for myself and my dependents if they are currently enrolled in the HCGIT health plan.

in the HCGIT plan only:
<ul> <li>during annual enrollment periods; or</li> <li>after involuntary loss of my other coverage through no fault of my own or end of spouse's employment.</li> </ul>
I acknowledge that my decision to participate in the opt-out program is being made voluntarily and in no way affects my employment status.

Date

Signature of Insured

Cost of Each Plan for a Year	Savings Per Buyout per Year											
	# of plans	<b>Employer Cost</b>	500	1,000	1,500	2,000	2,500	3,000	3,500	4,000	4,500	5,000
PPO Family	21	30,921.60	30,421.60	29,921.60	29,421.60	28,921.60	28,421.60	27,921.60	27,421.60	26,921.60	26,421.60	25,921.60
HMO Family	14	27,724.80	27,224.80	26,724.80	26,224.80	25,724.80	25,224.80	24,724.80	24,224.80	23,724.80	23,224.80	22,724.80
HMO E+1	9	22,502.40	22,002.40	21,502.40	21,002.40	20,502.40	20,002.40	19,502.40	19,002.40	18,502.40	18,002.40	17,502.40
PPO Ind HMO Ind	9 12	11,328.00 9,667.20	10,828.00 9,167.20	10,328.00 8,667.20	9,828.00 8,167.20	9,328.00 7,667.20	8,828.00 7,167.20	8,328.00 6,667.20	7,828.00 6,167.20	7,328.00 5,667.20	6,828.00 5,167.20	6,328.00 4,667.20



### **EXPERIENCE**

### Greenfield Community Energy & Technology (GCET) - Greenfield, MA

GCET is the City of Greenfield's Municipal Light Plant (MLP), established to bring affordable, high-speed broadband to the community.

Operations Manager | 2019 – Present

- Lead and supervise Customer Service, Outside Plant, and Sales teams, ensuring effective service delivery and alignment with public sector standards.
- Administer procurement and asset management in compliance with municipal policies and state regulations.
- Support the General Manager in regulatory filings, budget development, and legal matters, including state and municipal reporting.
- Manage payroll documentation and financial records; maintain accurate and secure personnel files.
- Coordinate hiring, onboarding, CORI checks, and employee orientation; distribute personnel and benefits materials with City H.R.
- Serve as the primary point of contact for residents and city IT regarding service issues; resolve inquiries and escalate as needed.
- Supervise all network infrastructure projects, ensuring adherence to timelines, permitting, and public right-of-way guidelines.
- Attend GCET Board Meetings and collaborate with the city government to advance broadband accessibility goals.

### Service & Delivery Manager | 2018

- Designed and implemented a high-level service delivery process using open-source CRM software to align internal departments with customer service objectives.
- Strengthened cross-departmental communication and maintained strong relationships with City staff, vendors, and technical teams.
- Established workflows and tracking systems to streamline provisioning and network installation across the city.

### Call One Incorporated (acquired by Peerless, an Infobip Company) – Chicago, IL | 2005-2017

### **Provisioning Manager**

- Led, trained, and coached team members on all products and procedures.
- Worked collaboratively with senior staff to streamline efficiency between departments.
- Managed escalations with outside vendors and carriers.
- Onboarded new providers, setting up escalation lists and standard operating procedures.
- Proactively identified issues in and aided team members in problem solving best course of action to resolve issues.

### Provisioner

- Created and processed end-user orders for complex voice and data services with 15 service providers.
- Project managed 80+ locations coordinating with provider, technician, and client contacts using Salesforce and internal CRM.
- Coordinated order activities with internal departments, carriers, end-users, and/or system vendors.
- Collaborated to create training documents and train team on processes and products.

### **MAC Senior Project Manager-Carrier Services**

- Analyzed and solved complex client issues, enlisting cross-departmental resources including repair, provisioning, billing, and sales to
  provide expedient solutions.
- Managed end-user order requests via email and phone and created tickets in internal CRM.

### **CERTIFICATIONS**

•	Telecommunications Program, DePaul University	March 2008
•	Supervisory Development Program, University of Illinois @ Urbana-Champaign	March 2009
•	Leadership & Supervisory Skills for Women, Rockford University	June 2010

### **EDUCATION**

University of Massachusetts at Amherst
 BS, 2001

### **VOLUNTEERING**

• Friends of the Greenfield Public Library 2019 to present

• Chair, Annual Raffle Committee

• Library Building Committee, City of Greenfield 2020 to present

# Town of Montague Personnel Status Change Notice Rate Changes

Authorized Signature:	(Selectboard) Employee # 2180			
General Information:				
Full name of employee: Fern Smith_	<u> </u>			
Department: Selectboard				
Title: Executive Assistant	Effective date of c	hange: 11/11/25		
Dark Washing - Branchingson W. Arbeits				
Grade/Step/COLA Change:				
Union:				
Old Pay: GradeStep	_ Wage Rate:	(annual/hourly)		
Old Tay. GladeStep	Wage Rate:			
	Weekly Incentive:	(Police Only)		
	Weekly incentive.	(Tonce Only)		
New Pay: GradeStep	_ Wage Rate:	(annual/ hourly)		
	Wage Rate:	weekly		
	Weekly Incentive:	(Police Only)		
	Wage Rate:			
	Wage Rate:	last week if different		
Stipends				
For: IT COORDINATOR	Wage Rate: <b>\$2100.00</b>	(annual)		
	Weekly Amount:			
	Wage Rate:	1st week if different		
	Wage Rate:			
_				
For:	Wage Rate:			
	Weekly Amount:	_ ,		
	Wage Rate:			
	Wage Rate:	last week if different		
Notes:				
110005.				
Copies to:				
Employee	Department	Board of Selectmen		
Accountant	Retirement Board			

FORMSWEUSE-Personnel Rate Changes



# TOWN CLERK'S OFFICE

TOWN OF MONTAGUE One Avenue A Turners Falls, MA 01376 413-863-3200 Ext. 203

Wendy M. Bogusz
Town Clerk

Tina M. Sulda Assistant Town Clerk

townclerk@montague-ma.gov

# SPECIAL TOWN MEETING TOWN OF MONTAGUE COMMONWEALTH OF MASSACHUSETTS OCTOBER 22, 2025

ARTICLE 16. RESOLUTION DECLARING THE TOWN OF MONTAGUE TO BE AN APARTHEID-FREE COMMUNITY.

**MOVED**: That the town will vote to adopt the following resolution.

WHEREAS All people are equal and should be treated with dignity and respect;

**WHEREAS** The Palestinian people experience discriminatory legal regimes, forced displacement, movement restrictions, and systematic human rights abuses;

**WHEREAS** According to legal scholars and the international human rights community, this situation constitutes the crime of Apartheid:

**WHEREAS** This non-binding measure represents the will of the residents of Montague, who wish to stand in solidarity with the people of Palestine, and build an apartheid-free world, starting with our own town:

### THEREFORE:

**WE AFFIRM** our commitment to freedom, justice, and equality for all Palestinians and All people;

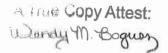
**WE OPPOSE** all forms of racism, bigotry, discrimination, and oppression;

WE DECLARE ourselves an Apartheid-Free Community, and to that end,

**WE PLEDGE** to join others in working to end all support to Israel's apartheid regime, settler colonialism, and military occupation.

**WE RECOMMEND** that the Select Board send this resolution to the Massachusetts Legislature and the Governor.

PASSED/MAJORITY VOTE





# Office of the Selectboard

# Town of Montague

One Avenue A Turners Falls, MA 01376 Phone (413) 863-3200 ext. 108 Email: ferns@montague-ma.gov

November 10, 2025

Representative Natalie M. Blais District Office P.O. Box 450 Sunderland, MA 01375

Dear Representative Blais,

Please find the enclosed article approved from the Montague, Massachusetts Special Town Meeting held on Wednesday, October 22, 2025.

In passing this resolution, Montague joins municipalities across the world working to end apartheid everywhere, including in Israel. Local communities such as Northampton, and faraway cities, such as Burnaby, British Columbia have also joined this effort in various capacities.

We request you review the attached resolution adopted by the Town of Montague and please advise the Town of any actions to end apartheid you have taken or would like to assist the Town in performing.

Sincerely,
Matthew Lord
Chair Town of Montague Selectboard
D'alcadir Handa
Richard Kuklewicz
Vice Chair Town of Montague Selectboard
Marina Goldman
Clerk Town of Montague Selectboard



# Office of the Selectboard

# Town of Montague

One Avenue A Turners Falls, MA 01376 Phone (413) 863-3200 ext. 108 Email: ferns@montague-ma.gov

November 10, 2025

Senator Joanne M. Comerford State House 24 Beacon Street, Room 410 Boston, MA 02133

Dear Senator Comerford,

Please find the enclosed article approved from the Montague, Massachusetts Special Town Meeting held on Wednesday, October 22, 2025.

In passing this resolution, Montague joins municipalities across the world working to end apartheid everywhere, including in Israel. Local communities such as Northampton, and faraway cities, such as Burnaby, British Columbia have also joined this effort in various capacities.

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Sincerely,
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Chair Town of Montague Selectboard
D'alcadir Handa
Richard Kuklewicz
Vice Chair Town of Montague Selectboard
Marina Goldman
Clerk Town of Montague Selectboard



# Office of the Selectboard

# Town of Montague

One Avenue A Turners Falls, MA 01376 Phone (413) 863-3200 ext. 108 Email: ferns@montague-ma.gov

November 10, 2025

Governor Maura Healey Massachusetts State House Office of the Governor, Room 280 24 Beacon St, Boston, MA 02133

Dear Governor Healey,

Please find the enclosed article approved from the Montague, Massachusetts Special Town Meeting held on Wednesday, October 22, 2025.

In passing this resolution, Montague joins municipalities across the world working to end apartheid everywhere, including in Israel. Local communities such as Northampton, and faraway cities, such as Burnaby, British Columbia have also joined this effort in various capacities.

We request you review the attached resolution adopted by the Town of Montague and please advise the Town of any actions to end apartheid you have taken or would like to assist the Town in performing.

Sincerely,
Matthew Lord
Chair Town of Montague Selectboard
Richard Kuklewicz
Vice Chair Town of Montague Selectboard
Marina Goldman
Clerk Town of Montague Selectboard



M-5003-012 October 17, 2025

Walter Ramsey, AICP, Town Administrator Town of Montague One Avenue A Turners Falls, MA 01376

Re: Engineering and Environmental Services Contract Amendment Request
Building Demolition and Site Improvements at the Strathmore Mill Complex,
Turners Falls, Massachusetts

Dear Walter:

Tighe & Bond is pleased to submit this contract amendment request to the Town of Montague to provide engineering and permitting services for the demolition of portions of the Strathmore Mill site, located in Turners Falls, MA. This amendment request is for services in addition to those outlined in our current agreement dated August 5, 2024.

# **Project Understanding**

The Strathmore Mill complex comprises numerous buildings constructed across various decades throughout the history of the mill. Tighe & Bond has been assisting the Town over the past 15 years with Hazardous Building Materials Assessments (HBMA) and structural reviews of the deteriorating buildings.

The Town of Montague is continuing to advance the Strathmore Mill Redevelopment Master Plan, which includes demolition of multiple buildings across the site. Tighe & Bond recently updated our Abatement and Demolition Design concept from 2018 to incorporate additional demolition and redevelopment alternatives to attempt to align with the funding available for the project.

Considerations to maintain the Eagle Creek Building (Building #9) both during and post-demolition have a major impact on the cost of the project and the complexity of the demolition procedures. This amendment is for services through the design and bidding phase. As the extent of demolition and reconstruction is not yet confirmed, construction administration services are not included in this amendment. Once the scope of demolition and construction has been determined, we will provide the Town with another amendment to include those services. To provide the Town with Design Documents and to pursue Environmental permits associated with the partial demolition of the mill, Tighe & Bond proposes the following scope of services.

# **Scope of Services**

# Task 1: Meetings, Project Coordination, Site Access

**Progress Meetings:** Throughout the design process, Tighe & Bond will hold regularly scheduled virtual meetings with the Town to discuss progress and decisions to guide the design. We anticipate the frequency of these meetings to be every 2 weeks, and pertinent staff of the design team will attend the meetings on an as-needed basis. We have assumed each of these virtual meetings will be 1-hour in duration and will include Tighe & Bond team members pertinent to the progress of design at the time of the meeting.



**Property Owner Coordination:** In addition to the Town of Montague, portions of the Strathmore Mill site are owned, occupied, or easements are held by Eagle Creek Renewable Energy and First Light Power. Eagle Creek occupies Building #9, and First Light owns the access road along the adjacent canal, leading to the project site, and has other Right of Way Easements on site. We have included limited property research under Task 2.1, as part of our Site / Civil scope, to attempt to identify and locate the relevant property rights on the site.

We have presumed the Town will inform both Eagle Creek and First Light of the design and construction progress and schedule, as this project will affect their operations. Eagle Creek will be directly affected, as they will be required to vacate their building during demolition activities adjacent to Building #9. As our design documents progress, Tighe & Bond will provide the Town with our opinion on the approximate demolition schedule, including estimated dates and the length of time anticipated for Eagle Creek to vacate Building #9. The actual demolition schedule and time that Eagle Creek will be affected will be determined by the contractor's means and methods for the project. We have presumed that the Town will convey this information to Eagle Creek and First Light and discuss or negotiate their requests. Some of the items we anticipate the Town to acquire approval from either Eagle Creek or First Light include:

- Full Access to Building #9 during design and demolition
- The loss of access to Building #9 for a period of time during demolition/construction activities
- Demolition and reconstruction of some of the perimeter walls of Building #9
- Allowances for construction vehicles to utilize the canal road, and temporarily occupy property potentially not under Town ownership
- Final ownership and maintenance of the new egress stair

Tighe & Bond will assist the Town during these discussions by providing technical information pertaining to the design and anticipated schedule; however, we will not be involved in negotiating the terms with the property stakeholders.

**Field Investigations:** During design Tighe & Bond, and our sub-contractors, will require access to the site to verify existing conditions for preparation of the Construction Documents. We have anticipated that the Town will coordinate with the Police, Fire and other property owners to provide safe access to the site as needed throughout the design phase.

**Pre-Permitting Site Meeting with MassDEP:** We have included coordination and attendance at one pre-bid meeting at the Site with MassDEP personnel from the Western Regional Office. For this meeting, which MassDEP had previously offered to attend in 2025, we anticipate representatives from the following departments:

- 1) Division of Wetlands and Waterways and Natural Heritage and Endangered Species Program in reference to the wetlands and rare species permitting needed for this project.
- 2) Asbestos, in reference to the design for the asbestos abatement work needed for this demolition project, which will include Non-Traditional Work Plan submittal requirements.
- 3) Solid Waste Division, in reference to the Beneficial Use Determination (BUD) permit needed for the reuse of painted/coated brick and concrete from this demolition project as backfill under the varying building demolition alternatives.

After this meeting, our anticipation is that MassDEP will have a better understanding of the complexities of the project and can provide the Town and Tighe & Bond with recommendations that should help facilitate the permitting approval process.

### **Task 2: Design Development**

To provide the Town with a feasible solution to demolish numerous buildings on site, Tighe & Bond previously developed conceptual alternatives progressively increasing the number of buildings to be demolished. Schematic layouts of these options are included in **Appendix A** of this amendment. After discussions with the Town, it was decided that the following demolition project(s) will be advanced to the Design Development (DD) level:

- Base Bid: Demolition of Buildings #3, 5, 6, 7, and 8
- Alternate #1: The addition of demolishing Buildings #1 and #2
- Alternate #2: The addition of demolishing Building #11
- Alternate #3: The addition of demolishing Building #4

During the DD phase, Tighe & Bond will advance each of the four design scenarios listed above to a level of completeness of approximately 50%. As part of this phase, we will utilize a subconsultant to complete a topographic survey of the site and research the limits of property ownership. At the conclusion of the DD phase, Tighe & Bond will prepare updated Environmental permits for submission to the Authorities Having Jurisdiction and we will update our current Opinion of Probable Construction Costs (OPCC) based on the updated design. Services provided during the DD phase include:

### Task 2.1: Topographic Survey & Site Civil Services

Tighe & Bond will perform the following civil/site engineering services to support the building demolition and development of the proposed grading plans of the project site. It is our understanding that the materials from the building demolition will be crushed and remain on site to fill the basement areas exposed by the demolition. The design of the proposed grades will be limited by the utilization of the crushed materials from the building demolition.

### **Topographic and Boundary Survey**

Tighe & Bond will utilize a licensed survey subconsultant to collect existing conditions and topographic information of the project area on NAD 83 horizontal and NAVD 88 vertical datums with one-foot contour intervals. Figure 1, attached as **Appendix B**, depicts the approximate limits of the ground survey for the project. The information to be collected includes the roadway, curb lines, utilities, walkways, edge of water, fences, signs, and trees. Invert elevations will be collected at the drainage and sewer structures found within the project limits.

Our subconsultant's scope of services will include research at the Town offices, Registry of Deeds for the boundary survey of the project location, and abutting properties. Field reconnaissance will then be conducted to look for monumentation and lines of occupation to aid in the boundary survey. Temporary wood stakes will be installed at the perimeter property corners prior to the building demolition to aid in delineating the property boundary.

### Task 2.2: Environmental and Historical Permitting

As the scope of the project has changed and previous permits have expired, Tighe & Bond will prepare and submit a new Notice of Intent, new MESA streamlined application, and a new historical filing with MHC for Alternate 3, which includes the demolition of Buildings 1, 2, 3,

4, 5/5A, 6/6A, 7, 8, 11, the loading dock and smokestack and north courtyard. Alternate 3 will be used for permitting as it represents the largest extent of impact. Below is a permit status list and the scope items required to complete the new filings.

### Order of Conditions (OOC) - MA Wetlands Protection Act (MAWPA)

- Issued on 5/13/2019 Expired 8/18/2023
  - Our scope includes closeout of the existing Order of Conditions through a Request for Certificate of Compliance, and the preparation and submittal of a new Notice of Intent incorporating the revised scope of project impacts. We have included one site visit with the Conservation Commission and attendance at two hearings in support of the project. We have presumed that the Request for Certificate of Compliance and Notice of Intent will be filed concurrently and that the Conservation Commission will hold public hearings on both submittals at the same meeting(s).

### Natural Heritage & Endangered Species Program (NHESP):

- Determination of No Adverse Effect (MAWPA)
- Conditional Approval (MESA)
- Issued on 5/2/2019 Expired 8/7/2025
  - Our scope includes coordination with NHESP to address potential impacts to rare and endangered species. As the project scope has changed, a new filing is required with NHESP.
  - NHESP has dual jurisdiction under both the MAWPA and the Massachusetts Endangered Species Act (MESA). The submittal is streamlined through the submittal of the new Notice of Intent application.
  - The scope includes a botanical survey by a Qualified (NHESP-approved) botanist to survey for Tufted Hairgrass and Tradescant's Aster within areas of proposed work and areas within 20 feet of work, including areas of contact between the debris collection netting and the ground.
  - Subject to NHESP pre-approval of botanist and survey protocol
  - Note that the species-specific surveys are time sensitive based on the biological cycles of each species. Tighe & Bond recommends requesting a pre-filing consultation with NHESP to discuss the project's timeline, grant funding constraints, and the anticipated limits of work relative to potential rare species habitat at and near the Project Site. The time of year for rare plant surveys is not anticipated to align with the proposed project schedule. Therefore, Tighe & Bond proposes to work with NHESP to develop conditions to avoid a "take" of both species.
    - The Tufted Hairgrass survey can be completed between July and early August
    - Tradescant's Aster can be completed between mid-July and mid-September
  - If documented within the survey area(s), additional surveys and plant protection measures must be reviewed and approved by NHESP; this effort is not included within the current scope, but can be provided as an additional service upon request.

### **Massachusetts Historical Commission (MHC) Determination**

- 5/24/2019 Determination of Adverse Effect relative to demolition of buildings on the State Register previously received.
  - Our scope of services includes preparation and submission of an updated Project Notification Form, coordination with the MHC and Montague Historical Commission, including one virtual meeting with each commission, negotiation of a Memorandum of Agreement, including two revisions if necessary, and preparation of final MHC Inventory Form B. We have assumed that no additional mitigation is required by MHC.

### **Town of Montague Special Permit:**

According to the Town of Montague Zoning Map, the site is located within the Historic Industrial (HI) zoning district. The structures are existing non-conforming structures. It is anticipated that the improvements to Building 9 will require a Special Permit from the Montague Zoning Board of Appeals (ZBA) for alteration of an existing non-conforming structure per Section 5.1 of the Zoning Bylaws. Furthermore, per Section 5.2.9(c) of the Zoning Bylaw, demolition of existing structures in the HI District requires a Special Permit from the Planning Board, except for structures that have been deemed unsafe by the Inspector of Buildings.

Tighe & Bond will prepare a Special Permit application for the Planning Board and ZBA using the design plans developed for the project. The application will also include a narrative that details the Project's compliance with Montague's Special Permit approval criteria listed in Section 9.2.3 of the Zoning Bylaw. Tighe & Bond will attend one public hearing with the Zoning Board of Appeals and one public hearing with the Planning Board.

### Task 2.3: Beneficial Use Determination (BUD) Permit

MassDEP issued a Beneficial Use Determination (BUD) permit for the project in June 2019, as demolition documents were being developed at that time. The BUD permit included the use of processed coated/painted brick and concrete rubble materials as backfill on site. The 2019 permit expired in June 2021.

As part of our current agreement, Tighe & Bond had begun revising the BUD permit application. With the recent demolition project changes, including the planned Base Bid for partial demolition and three Bid Alternates for additional buildings to be demolished, a new approach and additional information are needed to update the BUD permit application. This will require another site visit by Tighe & Bond to review and sample additional BUD materials to be generated from the proposed building demolition limits.

As part of this amendment request, we have budgeted for up to six samples to be collected and submitted for laboratory analysis of Massachusetts Contingency Plan 14 metals and polychlorinated biphenyls (PCBs). In the BUD permit application submittal, we will include calculations for the approximate volumes (in cubic yards) of painted/coated brick and concrete, as well as uncoated brick and concrete (which will also be part of the BUD permit application), to be generated by the building demolitions under the Base Bid and each of the three Bid Alternates. Using the scheduled survey information, we will then develop separate plans that depict the proposed placement/limits of the BUD materials to be used as backfill under the Base Bid and under each of the three Bid Alternates.

This amendment presumes the following:

- Under the Base Bid and Bid Alternate No. 1, the generated BUD materials will be used to backfill the lower two floors of Buildings #5, #6, #7, and #8 and the current courtyard area to the east of Building #9.
- Under Bid Alternate No. 2, the additional BUD materials generated will be used to backfill the lower two floors in the general footprint of Building #11 to the west of Building #4.
- Under Bid Alternate No. 3, the additional BUD materials generated will be used to backfill the lower two floors of Buildings #4 to the west of Building #9.
- The funding that the Town is using for design phase efforts associated with the BUD permit application is not from the EPA cleanup grant funding, as we have not included the preparation of a Quality Assurance Project Plan (QAPP) for the sampling and analysis of the BUD materials under this task for EPA approval. A QAPP would be required if the project was using the EPA cleanup grant funding for this work.
  - Note: We presume the EPA cleanup grant funding will be used for the selected contractor for the abatement work and for the BUD work associated with the demolition of the building.
- The BUD permit application will not propose the use of excess BUD materials for backfilling the open building footprint associated with the partially demolished former Indeck Co-Generation Plant structure that is situated on the abutting parcel to the east of the site.
- Following BUD permit application submittal, MassDEP will not require a site visit/meeting during their permit application review process, and no written response to comments from MassDEP will be required.

### Task 2.4: Asbestos and Hazardous Materials Abatement Design

Tighe & Bond has previously conducted limited pre-demolition Hazardous Building Materials Assessments (HBMA) and, in 2019 – 2020, observed limited interior abatement within Buildings 1, 2, 3, 4, 5/5A, 6/6A, 7, and 8. Certain known and suspect asbestos containing materials (ACMs), primarily in the form of roofing and window caulking continue to exist in most of these buildings and require quantification / bulk sampling with results to be incorporated into the abatement / demolition design. We also conducted an asbestos assessment coupled with limited bulk sampling in accessible portions of Building 11; however, Building 11 has not been subject to abatement efforts. Asbestos insulated piping systems, etc. that penetrate through the walls of Building 9 (to remain) also need to be assessed and incorporated into the abatement / demolition design. Asbestos abatement is expected to be performed using both traditional and non-traditional abatement methods as discussed herein.

For HBMA design, we will conduct a supplemental pre-demolition HBMA with asbestos bulk sampling as described below:

- Buildings 1, 2, 3, 4, 5/5A, 6/6A, 7, and 8: Concentration will be on roofs and window systems and certain other building areas where ACMs are known to remain. We anticipate the collection and analysis of 100 bulk samples as part of this effort.
- Building 11: Includes incorporation of previous assessment efforts. We anticipate the collection and analysis of up to 40 bulk samples in and around Building 11.
- Building 9: Concentration will be on piping and equipment systems that penetrate the
  exterior walls of Building 9 and enter into other building areas slated for demolition.
  These systems will need to be abated and terminated at logical points along the

exterior walls of Building 9 to remain. The interior areas of Building 9 to remain are owned and maintained by a private entity and will not be subject to assessment or abatement. We anticipate the collection and analysis of up to 20 bulk samples around Building 9.

As part of the HBMA Design Development, we will prepare draft technical specifications for traditional site wide asbestos abatement and for hazardous materials abatement. We will also prepare a MassDEP approved Non-Traditional Work Plan (NTWP) for those ACMs that are unsafe to access or otherwise inaccessible to successfully abate prior to demolition. This task also includes a coordinated site visit with the MassDEP Asbestos Division to support the preparation of the NTWP, and two informational meeting sessions with MassDEP representatives to discuss our findings. Currently, our scope includes the preparation of one NTWP for the entire site. MassDEP may require a NTWP to be prepared on a per building basis. If that is necessary, an amendment for additional services will be required.

### Task 2.5: Building Demolition Design

To develop demolition design documents, we have anticipated and included four additional site visits. These visits will be conducted by a team of two Tighe & Bond professionals to assess and identify possible building demolition strategies and separation points on a floor-by-floor basis. Separation points to be reviewed are based on the demolition Base Bid and subsequent proposed bid alternatives:

- **Base Bid:** Demolition planning for Buildings 3, 5, 6, 7, and 8. Separation points between Building 2 and Buildings 3, 5, and 6, also between Building 9 and Building 5.
- **Alternate 1:** Additional demolition planning for Buildings 1 and 2. Separation points between Building 2 and Buildings 9 and 4.
- **Alternate 2:** Demolition planning for Building 11; no added separation points are part of this alternate.
- **Alternate 3:** Demolition planning for Building 4. Separation points between Buildings 9 and 4.

### Task 2.6: Structural Design Development

At each of the building's separation points, the adjacent buildings will require modifications to the walls remaining in place. These modifications will range from simple door and window infills to full reconstruction of portions of the remaining walls. The new construction will extend multiple floors in height and in many areas will require new foundations.

There will be three structural designs needed to convey the building modification requirements for the Base Bid, Alternate 1, and Alternate 3. Since Alternate 2 does not affect any directly adjacent buildings, a specific structural plan should not be required.

As part of Alternate 1, Building #9 will lose its second means of egress out of the building, which currently extends through Building #2. Due to this, an exterior egress stair will be required on the North side of Building #9, where Building #2 had previously been. As outlined under Task 1, Tighe & Bond presumes that the Town will negotiate ownership of the new stair with Eagle Creek and obtain any required access agreements needed for the construction of the stair.

As part of the Design Development phase, Tighe & Bond will visit the site to document the anticipated structural modifications needed to separate the buildings for the Base Bid and each of the Alternates. We will develop structural plans, elevations, sections and details of the proposed structural modifications.

Demolition of the Strathmore Mill buildings will result in exposing a significant elevation difference between Canal Road and the Connecticut River. After demolition has been completed, building demolition debris will be processed to be used as fill material, as outlined in Task 2.3. The fill will be placed approaching the Canal Road elevation and sloping down towards the Connecticut River. To avoid applying lateral soil pressures to Building #9's now exposed exterior walls a new cast-in-place retaining wall will be designed to resist these soil pressures.

We will advance the structural drawings to approximately 50% of completion and submit them to the Town for review. In addition, we will provide the Town with a Basis of Design memorandum, summarizing the additional building modifications anticipated from our building code review.

### Task 2.7: Building Code Review

We will complete a review of the 10<sup>th</sup> Edition of the Massachusetts State Building Code, which includes the International Building Code (IBC 2021), and the International Existing Building Code (IEBC 2021). This review will be to identify required modifications or repairs to the remaining buildings based on the Level of Alterations proposed for the buildings to remain. Anticipated modifications include the new egress stair and potential Mechanical and Electrical repairs to Building #9.

Since the code review has not been completed, the exact scope of work has not been determined. In addition, coordination with Eagle Creek to allow any potential modifications to their building has not been completed. Therefore, our scope of work for Building 9 modifications will include the review of the building code and preparing a summary memo of what we determine will be the modifications required by the code. The memo will include conceptual descriptions of anticipated repairs and modifications to Building 9, to be presented to Eagle Creek by the Town to obtain written permission to implement these modifications. Once the scope of modifications to Building 9 is finalized and agreed upon by Eagle Creek, we will provide the Town with an amendment to complete the design of those modifications.

### Task 2.8: Geotechnical Design Development

Geotechnical recommendations are necessary for the design of the new cast-in-place concrete retaining wall adjacent to Building 9. However, the area where the wall is to built is not safe to enter to perform the subsurface explorations that would be necessary to develop final geotechnical recommendations. Therefore, the geotechnical design development scope includes completing a desktop study to anticipate subsurface conditions and to develop preliminary geotechnical recommendations for the structural design of the new retaining wall. Subsurface explorations are expected to be performed during construction, after demolition of the adjacent buildings. This scope of work was prepared for design and construction documents phases services only; therefore, while subsurface explorations are necessary, they are not included in this phase of work.

Tighe & Bond will review available public data sources, including Google Earth Pro, United States Geologic Survey (USGS), United States Department of Agriculture (USDA), and other available mappings. We will also review photographs of the site and nearby areas as collected by Tighe & Bond staff. Following review of the above-referenced information, we will evaluate the following:

 Anticipated subsurface soil and rock composition based on the geotechnical engineer's local experience and review of public and historical data, including descriptions of soil, bedrock, and groundwater level.

- Anticipated Geotechnical Design Concepts, including opinion of geotechnical subsurface concerns and suitability of conventional shallow foundations.
- Preliminary maximum allowable bearing pressure for design of the new retaining wall foundation.
- Anticipated seismic site classification.
- Preliminary estimated lateral earth pressures for backfill materials acting on the new retaining wall.
- Anticipated Construction and Site Considerations, including commentary on earthwork recommendations, subgrade preparation (soil/rock), and fill/backfill materials.
- Recommended future geotechnical scope including number, depth and location of explorations, sampling and in-situ testing, and laboratory testing to properly evaluate the site's subsurface conditions and provide recommendations for final design and construction.

The geotechnical engineering opinions of the expected conditions and geotechnical design or construction considerations, and any related opinions, are preliminary and cannot be considered a Geotechnical Engineer's work product until confirmed by a Tighe & Bond recommended exploration plan and Geotechnical Engineering Report. We anticipate contracting with a drilling company to complete the borings during construction after the buildings have been removed. The scope of work and costs associated with the subsurface explorations and review of those conditions is currently excluded, but will be provided under a future construction phase services amendment.

# **Task 3: Construction Documents**

### Task 3.1: Site Civil Design

Following the collection of the existing conditions data, Tighe & Bond will develop bidding documents consisting of design drawings and technical specifications for grading and stabilization of the site, following the building demolition. After demolition and construction activities are complete, we anticipate the site to be covered with loam and seed. Landscape Architectural services, or tree and shrub plantings are not included in this scope of work. The site/civil drawings for the project are anticipated to include the following sheets.

- Existing Conditions Plan
- Proposed Grading Plans coordinated with each alternative option
- Erosion Control and Site Details

Tighe & Bond will complete a stormwater design to mitigate runoff and erosion from the site, consistent with the Town of Montague's requirements for redevelopment projects. We will complete a stormwater analysis that will document the completed project will not significantly increase the peak discharge from the site. The analysis will be presented in a memorandum with a comparison between the existing site conditions and the proposed conditions. Our analysis will be limited to a 25-year storm, over a 24 hour period.

Our stormwater design will strive to meet the Town's stormwater management standards for redevelopment projects; however, the constraints of the site and demolition requirements may prohibit full compliance with these standards.

Existing utilities currently servicing Building #9 will be designed to be reconnected in kind after completion of demolition. Utilities found to be servicing other buildings will be cut and



capped or otherwise abandoned at the property line. No temporary or new utility connections or services are anticipated or included in this scope of work, and no upgrades to existing utilities is included.

#### Task 3.2: Building Demolition Design

To prepare 100% Construction Documents, we will advance the existing building demolition draft technical specifications and Design Development drawings. The technical sections and drawings will include a "per building" breakdown of specific demolition considerations and will incorporate the following items anticipated to assist the demolition procedures:

- For Buildings 1, 2 and 3 the design shall include provisions for river protection via net capturing systems.
- For Building 9 to remain, protection from demolition activity such as falling debris via installation of rubber matting and/or a net capturing system.
- Incorporate contractor responsibilities for dust and vibration monitoring requirements for demolition work around Building 9.
- Incorporate enclosed courtyard efforts to include demolition of the remaining stack pedestal and the courtyard tank cover.
- Incorporate demolition of remaining Building 10 brick/concrete features located north of Building 11.
- Protective measures for Tailrace #2 underneath Building 2 as it relates to Building 9 to remain.
- Abandonment of Tailrace #3 (via flowable fill) and permanent infill construction of the Tailrace outfall opening under Building 3.
- Demolition of exterior elements such as the former water/oil pumping system/stations between and north of Building 3 and the river.
- Filling of other voids in the lowermost level of Buildings 1, 2 and 3 to remain.
- Utility abandonment and cut/cap needs.
- Pavement removal in specified areas within the project limit of work boundary.
- Coordination of demolition activity involving the handling, crushing and placement of BUD material generated from the building demolition.
- Surficial riverbank debris cleanup within the project limit of work boundary.
- Establish construction vehicle/equipment access routes to and from the site up to a quarter mile from site.
- Preparation of supporting technical specifications to include Utility Abandonment, Work Restrictions, Health and Safety Plan, Temporary Utilities and Temporary Controls.

The awarded General Contractor shall be solely responsible for their construction means, methods, and safety, as well as for protection of site features and buildings to remain, compliance with all local, state and federal laws and regulations governing the work.

#### Task 3.3: Structural Design

As mentioned in Task 2.6 several variations of the structural modifications to the buildings are required dependent on the alternative accepted by the Town during bidding. We will advance each of the alternative structural designs to 100% Construction Documents. The scope of work anticipated and included for each alternate is described below:



**Base Bid:** Under the Base Bid, Buildings 3, 5, 6, 7, and 8 will be demolished. This will result in exposing the North wall, and approximately half of the East wall of Building #2, and the North wall of Building #9 to exterior conditions. In addition, the North wall of Building #9 will have sloping backfill placed adjacent to it to accommodate the elevation changes across the site.

The North wall of Building 2 is generally intact but has several significant openings requiring infills. We do not anticipate a completely new wall & foundation needed at this location, wall infills will be designed with concrete masonry units (CMU) to close existing openings in the wall. The East wall of Building 2 is also generally intact above the lowest level, however there is no clear delineation between Building 2 and Buildings 5 and 6 at the lowest level. It is likely a new foundation and delineating wall will need to be designed for the lower level and opening infills required above that elevation. We have anticipated and included the design of a shallow spread footing foundation and a new single story concrete wall at this location.

The North wall of Building 9 is currently an unreinforced brick masonry wall, unable to resist the added lateral earth pressure that will be applied to it when regrading the site. We have included the design of a new reinforced concrete retaining wall of varying height, to be placed directly adjacent to the existing Building 9 wall. The concrete wall is anticipated to be up to 20' high and supported on bedrock or soil conditions competent for spread footings. Design of deep foundation elements is currently excluded.

**Alternate #1:** Under Alternate 1, in addition to Buildings 3, 5, 6, 7, and 8, Buildings 1 and 2 will be demolished. Under this alternate, the North wall of Building 9 will be left in the same situation as the Base Bid, therefore the same retaining wall will be needed. With Building 2 demolished, this will now also expose the west walls of both Building 9 and Building 4.

The west walls of Buildings 9 and 4 are in poor condition with several large openings. It is anticipated that a new CMU exterior wall will be required to be designed to replace the existing brick masonry walls. Additionally, Building 9 currently utilizes Building 2 as a secondary means of egress out of the building. A new exterior egress stair will be built adjacent to the west wall of Building 9.

The existing roof of Building 4 directly adjacent to Building 9 is in poor condition, and portions of the roof have already collapsed. Since Building 4 is currently unoccupied, and will remain so, and is not anticipated to be utilized by Building 9 occupants, repairs to the roof of Building 4 are currently not included in the scope of this amendment.

**Alternate #2:** Alternate #2 includes the demolition of Building 11, in addition to the buildings already included. Since Building 11 is separated from the other buildings, no changes to the structural design will be required as part of Alternate #2

**Alternate #3:** Alternate #3 adds the demolition of Building 4 to the project. Under this alternate, only Building 9 will remain on the site. Due to the elevation changes and addition of backfill soil, a similar concrete retaining wall will be required on the South wall of Building 9, as the North. Additionally, the new CMU wall and egress stair proposed under Alternate #1 will be required.

#### **Task 3.4: Geotechnical Design**

Tighe & Bond will review foundation plans and details for compliance with the preliminary geotechnical recommendations. In addition, Tighe & Bond will prepare geotechnical related specifications, based on the preliminary recommendations for inclusion in the construction documents. The scope includes the preparation of the following specification sections:

Subsurface Investigations



- Excavation, Backfill, Compaction, and Dewatering
- Borrow Materials
- Geosynthetics

#### **Task 3.5: Final Construction Documents**

Tighe & Bond will advance the design documents, including drawings and technical specifications to a level adequate for the Town to solicit bids from qualified general contractors. The Construction Documents will be signed and sealed by a Professional Engineer registered in the Commonwealth of Massachusetts. Included with the documents will be an OPCC based on the final Construction Documents.

As part of the Construction Documents, we will prepare a "Project Manual" including Divisions 00 and 01 specifications that define the procurement and general administrative requirements for the project.

#### **Task 4: Bid Phase Services**

We will assist the Town with public bidding of the project. We presume and have budgeted for the project to bid as one project and not be separated into multiple bid packages. Tighe & Bond's scope of services during the bid phase will be limited to the following tasks:

- Distribute bid documents electronically to contractors, subcontractors, and suppliers via Tighe & Bond's 'Projects Out to Bid' website.
- Provide the Town with up to six (6) hard copies of the bid documents for use by the Town and other agencies.
- Upload an advertisement for public bids to the Central Register and provide the Town
  with a copy of the advertisement for the local newspaper. We have presumed that the
  Town will complete the required local advertising and post the bid advertisement on
  the COMMBUYs website.
- Coordinate and attend (1) pre-bid meeting with the Town and prospective bidders on the project.
  - Similar to Task 1, we have presumed the Town will provide safe access to the site for prospective bidders, and will acquire the necessary approval from property owners to access those portions of the site.
- Respond to Requests for Information from bidders and prepare addenda as required.
- Coordinate and attend the bid opening for Contractors and assist the Town with opening bids.
- Prepare a tabulation of all bids received. Review qualifications and check references of the apparent low bidder.
- Provide the Town with a recommendation to award to the lowest qualified, responsive, and eligible bidder.
- Draft and issue a Notice of Award letter for the successful contractor.

#### **Schedule**

We anticipate the Design, Permitting, and Bidding Phases of the project to take approximately (10) months to complete. A preliminary schedule with project milestones is attached to this



amendment in **Appendix C**. Please note that several items within the schedule are beyond Tighe & Bond's control, including but not limited to permit approvals, negotiations with Eagle Creek, and the contractor's demolition approach and schedule.

#### **Limitations**

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following list describes those services that were not included in the development of our scope, so that our budget can align with the Town's project budget. If these services are required, we will modify our scope of work accordingly to meet your needs.

- Preparation of as-built drawings of the remaining buildings
- Evaluation of the load capacities of any existing members of the remaining buildings
- Building 9 interior Asbestos and Hazardous Materials Survey or Specification development for Abatement
- Coordination with abutting property owners
- Subsurface explorations and geotechnical engineering
- LSP Services
- Design of temporary utilities or upgrading existing services
- Attendance at public hearings (including Conservation Commission hearing(s) and/or site walks) other than those noted
- Hydrographic survey, marking of property lines within buildings
- Preparation of easement documents
- Recording of permits/plans at Registry of Deeds
- UST closure services
- PCB building material sampling
- Preparation of a Stormwater Pollution Prevention Plan and eNOI filing with USEPA (assume that the contractor will develop)
- Meetings beyond what is noted herein
- Construction phase services, including sampling of the "post-processed" BUD materials prior to reuse as backfill during construction.
- BUD closure services, including a post-BUD placement survey and placement of a BUD Notice on the property deed
- Landscape design or plantings
- Site structures, ornamental fencing, benches, boardwalks
- Rare species surveys in addition to the rare plant survey noted above
- MESA Conservation and Management Permit
- Rare species mitigation plan
- MHC photographic recordation services



#### Fee

Tighe & Bond will perform the services described above for a lump sum fee of **\$1,088,550**, invoiced monthly based on the percentage complete. In the event that the scope of work is increased for any reason, the lump sum fees to complete the work shall be mutually revised by written amendment. Work shall be completed in accordance with the terms and conditions of our current agreement dated August 5, 2024.

For information purposes, the below summary provides the anticipated break out of the project fee. The summary is presented to give you a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line-item budgets.

Strathmore Mill Demolition Fee Breakdown	
Task 1: Meetings / Project Coordination:	\$137,680
Task 2: Design Development	\$516,650
Task 3: Construction Documents	\$403,780
Task 4: Bid Phase:	\$30,440
Total Fee for this Amendment:	\$1,088,550

We look forward to continuing our relationship with The Town of Montague by providing these services. If this amendment is acceptable, please sign and return one copy to our attention as your authorization to proceed. Please contact us if you have any questions, comments, or require additional information.

Very truly yours,

**TIGHE & BOND, INC.** 

Craig S. French, PE Vice President c: 978-660-9750

e: csfrench@tighbond.com

**Approved** 

Jason L. Curtis, PE Senior Vice President

c: 413-695-5207 e: jlcurtis@tighbond.com

#### **ACCEPTANCE**

On behalf of the Town of Montague, the scope, fee, and terms of this amendment are hereby accepted.

Authorized Representative November 10, 2025

Date

Matthew Lord, Selectboard Chair

Print Name and Title

Attachments:

Appendix A: Design Phase Alternatives

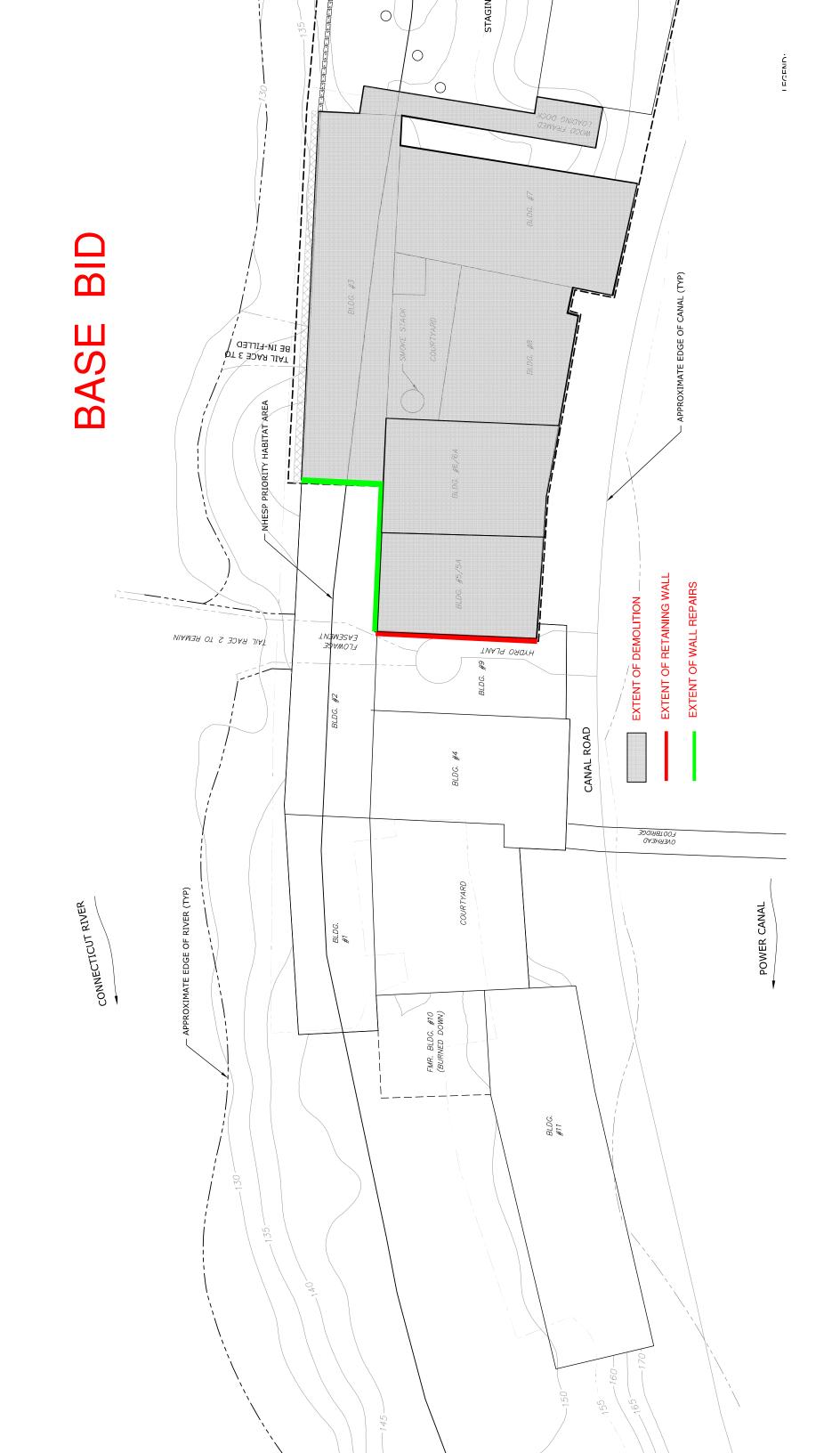
Appendix B: Survey Limits

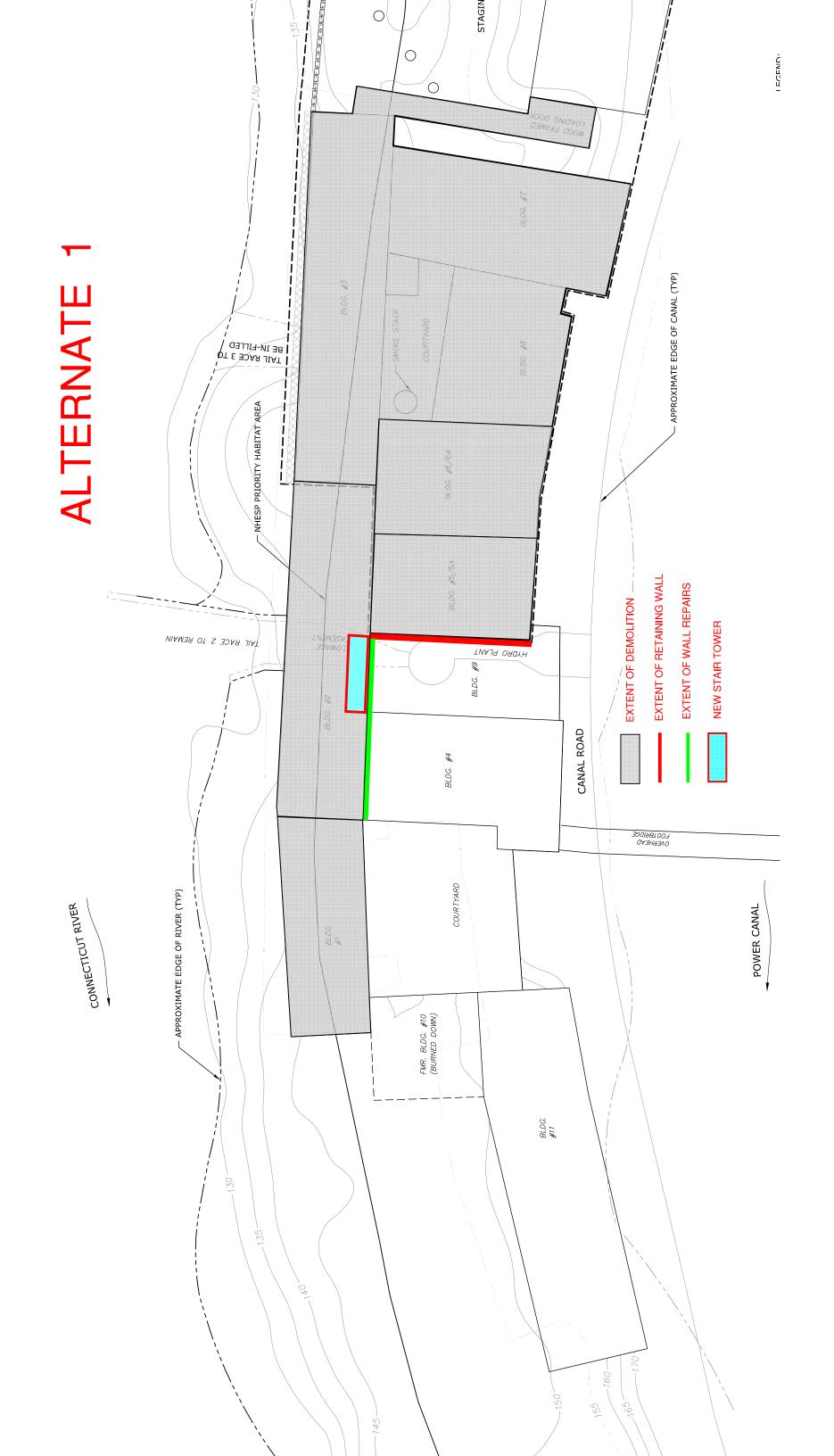
Appendix C: Preliminary Project Schedule

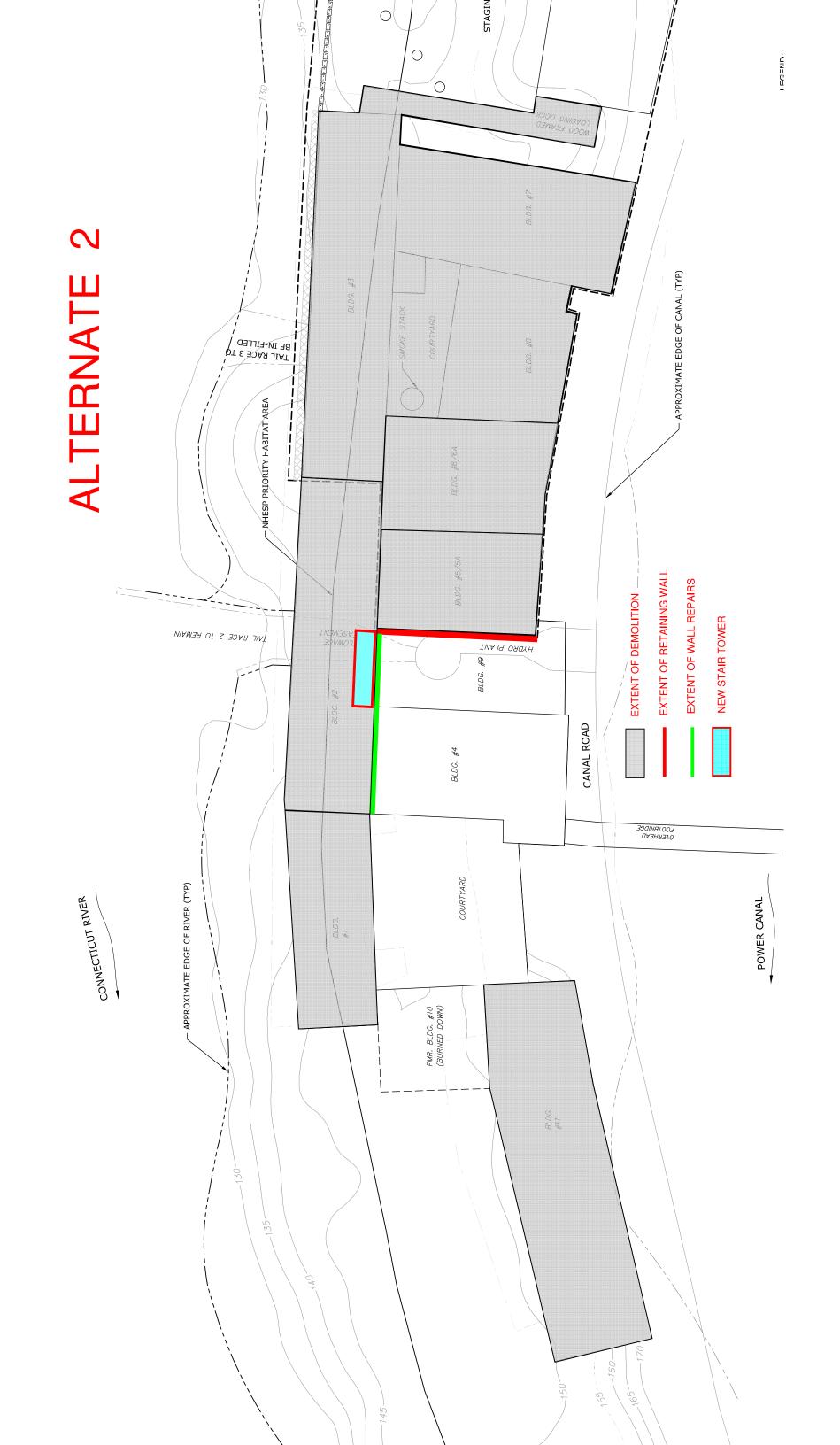
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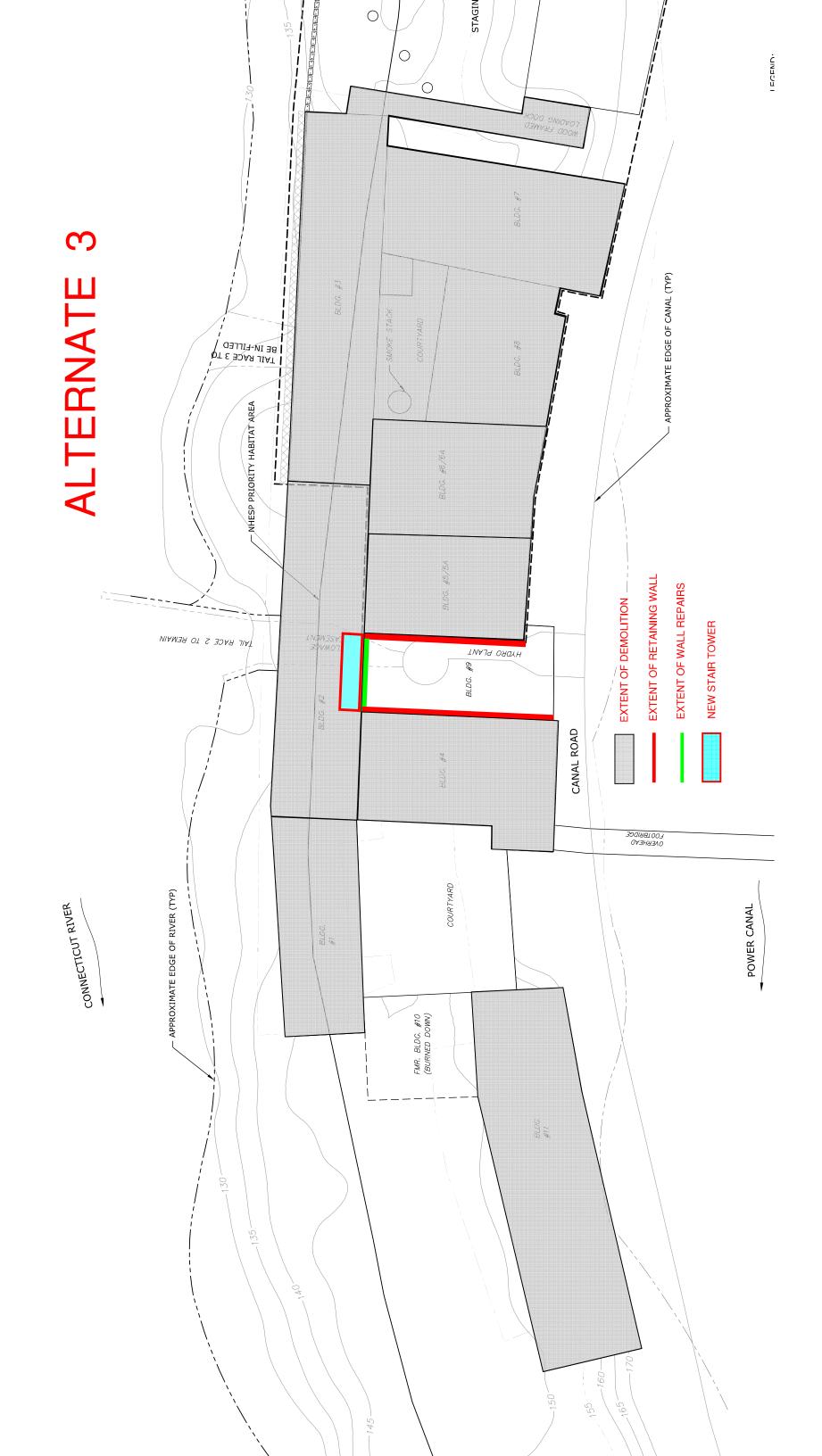
## **APPENDIX A**

**Design Phase Alternatives** 



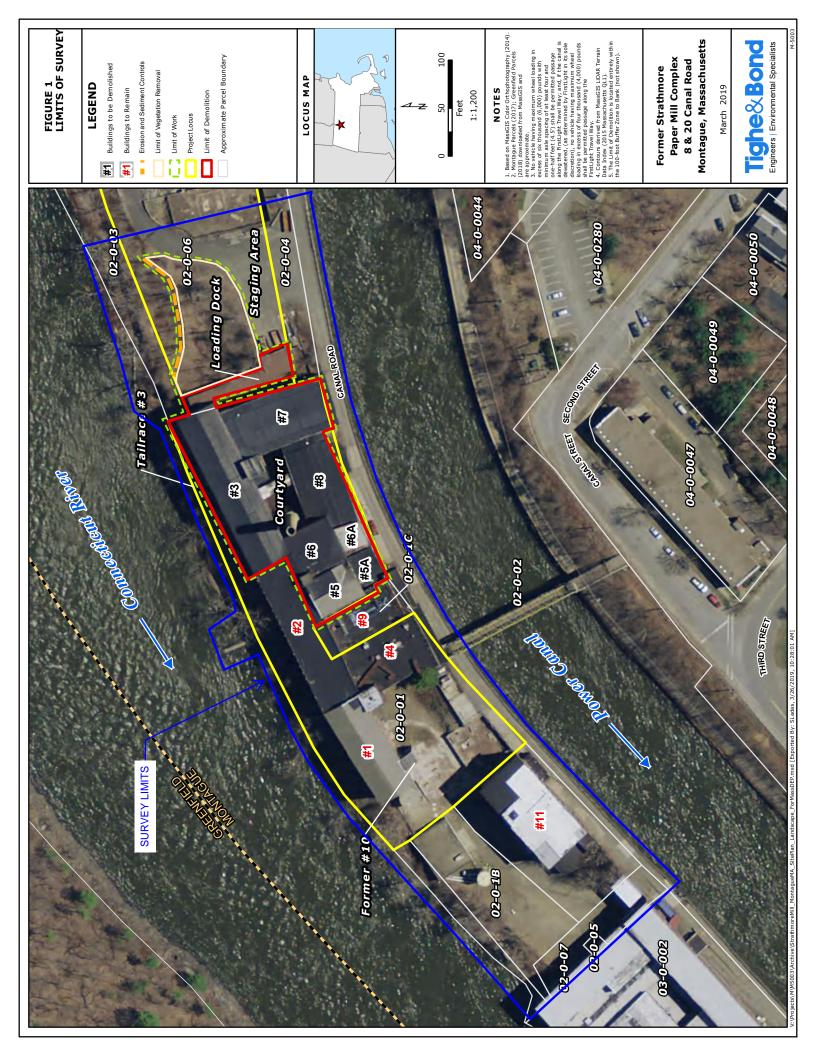






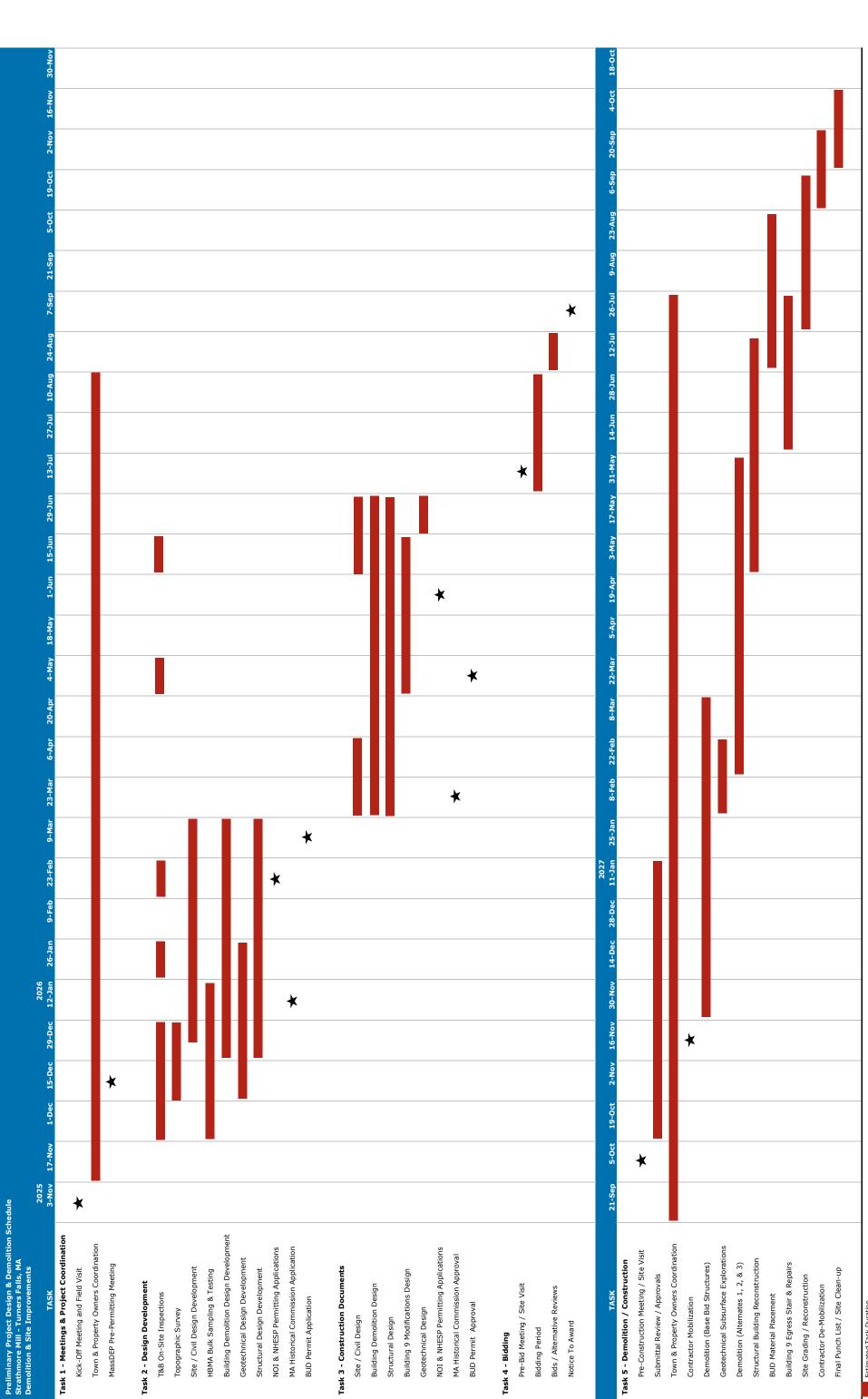
## **APPENDIX B**

Limits of Survey - Figure 1



**APPENDIX C** 

**Preliminary Project Schedule** 



Estimated Task Duration

Meeting/Milestone

# Unity Park Fieldhouse Buildings Weatherization AGREEMENT FOR SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Larochelle Construction, Inc., with an address of 29 College Street, Suite 2, South Hadley, MA 01075, hereinafter referred to as "Contractor", effective as of the 10<sup>th</sup> day of November, 2025. In consideration of the mutual covenants contained herein, the parties agree as follows:

#### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary for the Unity Park Fieldhouse Buildings Weatherization project including the scope of services and conditions as set forth in Attachment A.

#### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing November 10, 2025, through June 30, 2026.

#### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$53,500.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

#### **ARTICLE 4: CONTRACT DOCUMENTS**:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

- 1. This Agreement.
- 2. Amendments, or other changes mutually agreed upon between the parties.
- 3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

#### **ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

- 1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
- 2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

#### **ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

#### **ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

#### **ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

#### **ARTICLE 9: ASSIGNMENT**:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

#### **ARTICLE 10: AMENDMENTS**:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

#### **ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

#### **ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Worker's Compensation Statutory

Employer's Liability \$500,000/\$500,000/\$500,000

Automobile Liability \$1,000,000.00 combined single limit for

bodily injury and property damage

General Liability \$1,000,000.00 each occurrence

\$3,000,000.00 aggregate

Excess Umbrella Liability \$2,000,000 each occurrence

\$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town. These certificates will be updated and submitted annually.

#### **ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### **ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

#### **ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

#### **CERTIFICATION AS TO PAYMENT OF STATE TAXES**

•	assachusetts General Laws, Section 49A(b), I, ignatory for the Contractor do hereby certify under the
	ontractor has complied with all laws of the
Commonwealth of Massachusetts relating	g to taxes, reporting of employees and contractors, and
withholding and remitting child support.	
Social Sociality Number on	Cionatura of Individual on
Social Security Number or	Signature of Individual or
Federal Identification Number	Corporate Name
	By:
	Corporate Officer
	(if applicable)

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

CONTRACTOR		TOWN OF MONTA	AGUE		
Ву		by its Selectboard			
			Matthew Lord, Chair		
D : 4 1 N 1 T:41			Richard Kuklewicz, Vice Chair		
Printed Name and Title			Marina Goldman, Clerk		
Approved as to Availab	oility of Funds:				
	(\$53,500.00_)				
Town Accountant	Contract Sum				

# Attachment A: Scope of Services

#### **SUMMARY**

- A. Work covered by this section of the specifications shall conform to the contract documents as well as state and local codes.
- B. The purpose of these specifications is to implement energy conservation measures (weatherization) in the Unity Park Fieldhouse Buildings, to be provided for the benefit of, and subject to the direction and oversight of the Town. The manufacturer / contractor shall supply products that meet or exceed the standards set forth in these specifications.
- C. The project will be for the following venue:
  - 1. Unity Park Fieldhouse, 56 First St., Turners Falls, MA 01376
- D. The primary goals of this project are:
  - 1. Interior and exterior renovations to the Fieldhouse at Unity Park Scope to include the following:
    - Insulation upgrades
    - Infill door openings
    - Door replacement
    - All work to comply with Commonwealth of MA Prevailing Wage requirements

#### **GENERAL CONDITIONS**

*The General Conditions pertain to all areas listed within this scope of work.* 

#### **Plans & Specifications**

A. Supply drawings as required for building permit application.

#### **Project Management**

- A. Provide copy of current Construction Supervisor's License.
- B. Provide shop drawings, samples, color choices, and/or selection charts as needed for Owner's approval.
- C. Coordinate operations under different sections that are dependent on each other for proper installation and operation
- D. Notify Owner in a timely manner when scheduled work will impact occupied portions of the premises.
- E. Site investigation and plan development, final scope of work, and design.
- F. Assist owner with applying for gas and electric rebates offered through the Mass Save program upon completion of the project.

#### **Supervision**

A. Provide supervision at all phases of construction performed or subcontracted by the

#### Contractor.

#### Warranty

- A. Supply certificate of liability (minimum \$2 million) and Worker's Compensation Insurance.
- B. All work performed or subcontracted by the Contractor to be guaranteed for a minimum of one (1) year.

#### **Permits**

A. Supply all building permits as required.

#### **Architectural and Engineering Services**

A. Proposal does not include code review, professional engineering, or architectural services.

#### **Temporary Facilities**

A. Provide portable toilet for workers.

#### Cleanup & Trash Disposal

- A. Clean up all debris and leave the jobsite broom clean at completion of all work.
- B. Legally dispose of all debris.

#### **Owner Responsibilities**

- A. Cost of electricity and water during construction
- B. All other phases not specifically outlined in this scope of work.

#### **Main Attic Space**

- A. Construct ceiling in Mechanical room using 2" x 6" KD framing, 16" o.c.
- B. Install insulated fold-down stairs to access the attic.
- C. Install 14" of loose-blown cellulose insulation in attic space.
- D. Remove and dispose of existing fiberglass insulation in rafter bays.
- E. Air seal all penetrations from ceiling.

#### **Addition Attic Space**

- A. Construct insulated cover over existing fold-down stairs.
- B. Install 14" of loose-blown cellulose insulation in attic space.
- C. Air seal all penetrations from ceiling.

#### **Infill Bathroom Doors**

- A. Remove and dispose of existing exterior doors from bathrooms.
- B. Infill openings with concrete block equal in size to existing block.

#### **Exterior Door Replacement**

- A. Replace existing exterior door with insulated steel door and frame.
- B. New door to have all new Grade 1 hardware.
- C. Door to be power operated with wall-mount remote switch.
- D. All hardware to comply with Commonwealth of MA CMR 521.

# Attachment B: Mass Save Rebate Sheet

#### **Commercial Weatherization Rebates**

Insulation Type	Rebate Amount
Attic Insulation	\$0.09 per R-value added per square foot*
Wall Insulation (including attic knee walls)	\$0.14 per R-value added per square foot*
Basement Insulation	\$0.10 per R-value added per square foot

Insulation Material	R-Value per Inch	Insulation Material	R-Value per Inch
Cellulose (dense pack)	3.2	Rigid foam (EPS)	3.9
Cellulose (blown)	3.7	Rigid foam (XPS)	5.0
Fiberglass (batt)	3,4	Rigid foam (Polyiso)	6,6
Fiberglass (blown)	2,8	Spray foam (open-cell)	3,6
Mineral wool (batt)	3,3	Spray foam (closed-cell)	6,5
Mineral wool (blown)	3.0	Other (specify R-value)	(specify)

\*Insulation rebates are paid on the basis of "net R-value added per square foot of insulation." For example, if four inches of dense-pack cellulose (assumed R-value of 3.2 per inch) are added to 500 square feet of an exterior wall or attic knee wall, the Sponsor will pay \$0.14 per R-value per square foot added. In that case, the rebate would be \$0.14 \* 3.2 \* 4 \* 500 = \$896.

Weatherstripping	Rebate Amount
Exterior Door Weatherstripping	\$10 per linear foot of door weatherstripping
Air Sealing	Rebate Amount

Attic Air-Sealing Work Hours					
Attic Square Footage	≤ 500	501 to 800	801 to 1,100	Every +300 sq ft.	
Work Hours	4	6	8	+2	

If one or more of the following conditions exist, multiply the square footage of the attic by 1.25 and then enter the corresponding number of work hours:

Check if one or more of the following conditions apply: ≥ 6" loose insulation Cross-batt insulation

≥ 6" mix of batt and loose insulation

The following measure can be included to add corresponding air-sealing work hours:

Truss construction

Attic stair cover	3 hours

#### **Project Information**

☐ Existing Cooling/ Air Conditioning	Select Existing Heating Fuel Type:	□ Oil	☐ Propane ☐ Natural Gas ☐ Ele		lectric Resistance		Heat Pump	
Weatherization Measure	Installation Location	Square / Linear Footage of Measure	Insulation Material	Previous R-Value*	Post R-Value	Inches	Air- Sealing Work Hours	Rebate
e.g., "Wall insulation"	"East wall, vinyl siding"	"500"	"Dense pack cellulose"	"10"	"22.8"	"4"	"n/a"	"\$896"
Attic Air Sealing	Main Attic	1,600	N/A (Air Sealing o	1.20	1.20	0.00	12	\$ 1,236
Attic Insulation	Main Attic	1,600	Cellulose (blown)	1.20	53.00	14.00		\$ 7,459
Wall Insulation	Bathrooms	47	Other (specify R-	1.00	1.20	0.00		\$ 1
Wall Insulation	Main Door	29	Other (specify R-	1.00	6.00	0.00		\$ 20
(Select One)			(Select One)			0.00		\$ O
(Select One)			(Select One)			0.00		\$ O
(Select One)			(Select One)			0.00		\$ O
							Total:	\$ 8,717