

MONTAGUE SELECTBOARD MEETING
1 Avenue A, Turners Falls and VIA ZOOM
Monday, November 2, 2026
AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/89927725831>

Meeting ID: 899 2772 5831 Password: 116560 Dial into meeting: +1 646 558 8656

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

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meetings: October 26, 2026, if available
3. 6:32 **Public Comment Period:** Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Personnel Board**
 Historical Commission
 - Appoint Will Quale to Historical Commission effective 11/3/2026 for a 3-year term. Term expires on 6/30/2029.
5. 6:34 **Licensing**
 - Request to consider and vote a Change of Manager from Michelle Cloutier to James Leveille, as submitted by Norman Emond, Montague Bpo Elks Lodge 2521 located at 1 Elks Avenue Montague, MA 01376 for their All-Alcohol Club License
6. 6:36 **RiverCulture with Suzanne LoManto**
 - Friday, December 4, 2026, use of Spinner Park for "It's a Wonderful Night in Turners Falls" Children are greeted by Santa from 6:30-7:15pm Co-sponsored by RiverCulture.
 - Saturday, December 12, 2026, Montague Center Fire Department Santa Parade. Use of the Montague Center Common at 1:30pm and Rutters Park at 2pm. Co-Sponsored by RiverCulture.

Montague Selectboard Meeting
November 2, 2026
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7. 6:40

Brian McHugh, Community Development Program Manager, Franklin County Regional Housing and Redevelopment Authority

- Authorization for selectboard to approve the final payment to HM Nunes & Sons for the Avenue A Streetscape Improvements 5.1 Project
- Review and signature on the Certificate of Final Completion for HM Nunes & Sons for the Avenue A Streetscape Improvements 5.1 Project

8. 6:55

Assistant Town Administrator's Business

- Authorize contract with Bowman Consulting Group, Ltd., for Professional Engineering & Traffic Services for Intersection / Signal Reconstruction Avenue A @ 3rd Street and Avenue A @ 7th Street. Contract value is \$110,000 to be funded with Municipal & Tribal Technical Assistance grant.
- Other project updates

9. 7:05

Town Administrator's Business

- 10/28/2026 Special Town Meeting debrief and follow-ups
- Authorize Intermunicipal Agreement with Gill-Montague Regional School District to establish the financing framework for the Sheffield/Hillcrest Elementary School Building Project. Next Steps for the project
- Request for Advocacy to bring additional state resources to the Franklin County Tech High School Building Project
- Authorize deed and land development agreement with Franklin Hampshire Habitat for Humanity for First Street Housing Site (Parcel ID 04-0-0031)
- Topics not anticipated within 48 hour posting requirements

Next Meeting

Selectboard Meeting: Monday, November 9, 2026 at 6:30pm via ZOOM



October 28, 2026

To the Members of the Selectboard,

I write to request your consideration for appointment to the Montague Historical Commission.

I would appreciate the opportunity to share my knowledge of and enthusiasm for Montague's history directly in the service of evaluating and protecting our town's historic assets as well as in communicating to our community the value of these assets and the stories behind them.

I think my experience gained through responsibilities of overseeing caretaking and upkeep of Montague's three century-old library buildings as a Library Trustee, and my background as a librarian, researcher, and writer may also be of some benefit to the Commission.

Members of the Commission expressed their approval of this at their October meeting. With your approval, I look forward the opportunity to serve the town in this additional capacity.

Thank you,

Will Quale
Montague Center

Name: QUALE, WILLIAM

MONTAGUE APPOINTED OFFICIAL

NAME: WILLIAM QUALE

DATE: 11/2/2026

COMMITTEE: MONTAGUE HISTORICAL COMMISSION

TERM: 3 YEARS

TERM EXPIRATION: 6/30/2029

SELECTMEN, TOWN OF MONTAGUE

TERM STARTS: 11/03/26

QUALE, WILLIAM personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the MONTAGUE HISTORICAL COMMISSION according to the foregoing appointment.

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

MONTAGUE TOWN CLERK

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

APPOINTED OFFICIAL

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



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission*

5

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

MONTAGUE

City/Town

00006-CL-0736

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

- | | | | |
|--|---|---|---|
| ☐ 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 | ☐ Change of Hours |
| ☐ Outdoor Only
Alteration of Premises | | ☐ Other: <input type="text"/> | ☐ Change of DBA |

APPLICANT INFORMATION

Name of Licensee	Montague Bpo Elks Lodge 2521		DBA		
Street Address	1 Elks Avenue			Zip Code	01376
Manager	James Leveille			Granted under Special Legislation?	Yes ☐ No ☐
\$12 Club	▼	Annual	▼	All Alcoholic Beverages	▼
Type		Class		Category	
(i.e. restaurant, package store)		(Annual or Seasonal)		(i.e. Wines and Malts / All Alcohol)	
				If Yes, Chapter	
				of the Acts of (year)	

DESCRIPTION OF PREMISES

Complete description of the licensed premises

Three floors. First floor-club room, bingo, office, kitchen, conference room, bar. Second floor-storage rooms. Cellar-bar, game rooms, offices, storage rooms.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA:	Date:	10/28/2026	Time:	1:45PM
Advertised:	Yes ☐ No ☒	Date Published:		
Abutters Notified:	Yes ☐ No ☒	Date of Notice:		
Date APPROVED by LLA			Decision of the LLA	
Additional remarks or conditions (E.g. Days and hours)	8:00 AM to 1:00 AM Weekdays and Saturdays, 12:00 PM - 1:00 AM Sundays. Last Sale 12:50 AM, Alcohol off tables and bar by 1:10AM, Patrons off premise by 1:15			
For Transfers ONLY:				
Seller License Number:		Seller Name:		

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director



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**

AMENDMENT-Change of Manager

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00006-CL-0736

ENTITY/ LICENSEE NAME

MONTAGUE BPO ELKS LODGE 2521

ADDRESS

1 ELKS AVE.

CITY/TOWN

TURNERS FALLS

STATE

MA.

ZIP CODE

01376

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| ☐ 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 | ☐ Change of Hours |
| | | ☐ Other <input type="text"/> | ☐ Change of DBA |

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

AMENDMENT-Change of Manager

☒ **Change of License Manager**

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
MONTAGUE BPO ELKS LODGE 2521	MONTAGUE MA.	00006-CL-0736

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
NORMAN EMOND	CHAIRMAN	[REDACTED]	[REDACTED]

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	JAMES LEVEILLE	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	9 WALNUT ST. TURNERS FALLS, MA. 01376				
Email	[REDACTED]	Phone	[REDACTED]		
Please indicate how many hours per week you intend to be on the licensed premises	15	Last-Approved License Manager	Michelle Cloutier		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act?

☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Green Card or Employment Authorization Document.

☐ Yes ☒ No

Have you ever been convicted of a state, federal, or military crime?

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
04/22	PRESENT	DRIVER	GREENFIELD CHEVY	AARON DALPE
1/21	4/22	DRIVER	FRANKLIN COUNTY SHERIFFS OFFICE	LORI COMANSKI

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Norman Emond

Date

10-28-26

APPLICANT'S STATEMENT

I, NORMAN EMOND the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Montague BPD EIKS Lodge 2521
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 10/28/2026

Title: CHAIRMAN OF THE BOARD OF DIRECTORS

ENTITY VOTE

The Board of Directors or LLC Managers of

MONTAGUE BPO ELKS LODGE 2521

Entity Name

duly voted to apply to the Licensing Authority of

TURNERS FALLS

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

06/07/2026

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☐ Other

"VOTED: To authorize

NORMAN EMOND

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

JAMES LEVEILLE

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Norman Emond

(Print Name)

6A



Board of Selectmen

Town of Montague

1 Avenue A

(413) 863-3200 xt. 108

Turners Falls, MA 01376 FAX: (413) 863-3231

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

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

Name of applicant: Suzanne Lomanto
Address of applicant: 1 Avenue A Turners Falls
Phone # of applicant: 413-863-3200 ext 115
Name of organization: River Culture
Name of legally responsible person: T.O.M.
Location of assembly: Spinner Park / Ave A + 3rd St.
Date of assembly: Friday, Dec. 4, 2026
Time of assembly: Begin: 6:15pm End: 8pm
Number of expected participants: 100

If a procession/parade:

Route: Meet Santa / Spinner Park

Number of people expected to participate: 60-100

Number of vehicles expected to participate: 1 fire truck

Subject of demonstration: It's a Wonderful Night in
Turners Falls

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

Signatures:

Police Chief: [Signature] Date: 10/28/26

Comments/Conditions: _____

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

6B



Board of Selectmen Town of Montague

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

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Suzanne Lomanto

Name of business/group sponsoring proposed event if applicable: River Culture

If applicable, number of years your organization has been running this event in Montague? _____

Address 1 Avenue A Turners Falls

Contact phone 413-863-3200 Contact email Suzanne L @

FID _____

Dates of proposed event Sat. Dec. 12, 2026 Location: Montague

Hours _____ Set Up: _____ Clean Up: Center Common

Approximate number of people expected to attend 50

What provisions will be made regarding clean up of site? N/A

Will the proposed event be:

☐ Musical

☒ Theatrical

☐ Exhibitions

☐ Amusements

☐ Wedding

☐ Other _____

Montague Center Fire Dept

Visit from Santa

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

Annual Santa Parade sponsored by
Montague Center fire department.
Meet Santa on the Common.

(*) also Rutters Park, Lake Pleasant

(see attached)

Fully & specifically describe the premises upon which the proposed event is to take place.

Kids meet Santa

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- ☐ merchandise
- ☐ food/beverage
- ☐ alcohol
- ☐ other services

N/A

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Fire Dept. on site

What provisions will be made regarding first aid and emergency medical care?

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations?

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

N/A

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant

Date

10/27/26

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

POLICE CHIEF - Approval / Comments

James P. H. M.

Date:

Date:

10/28/26

BOARD OF HEALTH – Approval / Comments

Date:

Montague Center Fire Department Santa Tour arrives at the following locations on **Saturday, December 12, 2026** via fire truck to greet kids:

1:30pm: Montague Center Common

2pm: Lake Pleasant, Rutters Park

2:30pm: Millers Falls Library, Bridge Street

3:15pm Turners Falls Fire Department

3:45pm: Return to Montague Center

ALL TIMES ARE APPROXIMATE



Franklin County Regional Housing
& Redevelopment Authority

241 Millers Falls Road
Turners Falls, MA 01376

Tel: 413-863-9781
Fax: 413-863-9289
www.fcrhra.org

7A

AUTHORIZATION TO DISBURSE

Invoice # 2

Project No.

TOWN OF MONTAGUE FY2025 CDBG

FY25 Avenue A Streetscape Improvements 5.1 Construction Project (6B)

Contractor: HM Nunes and Sons Construction, Inc.

82 Carmelinas Circle

Ludlow, MA 01056

Date: October 19, 2026

Total Contract	399,000.00
Change Orders	22,629.09
Subtotal	421,629.09
Total Paid to Date:	179,170.00
Balance:	242,459.09
This Invoice:	242,459.09
Balance:	-

Work Items Complete: Construction Contract: 100% Complete

See attached invoice dated: October 16, 2026	FY25 MONT \$242,459.09
--	-----------------------------------

I reviewed this invoice on 10/19/2026 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 242,459.09**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

PAYMENT APPLICATION

Page 1

TO: Town of Montague 1 Avenue A Turner Falls, MA 01376 Attn: Steve Ellis	PROJECT NAME AND LOCATION: 573 - Avenue A, Ph 5, Montague Avenue A Streetscape Improvements, Phase 5. 1 Avenue A Turner Falls, MA 01376	APPLICATION # 2 PERIOD THRU: 10/16/2026 PROJECT #s: DATE OF CONTRACT: 04/27/2026 PAYMENT TERMS: Net 30 Days PAYMENT DUE: 11/15/2026	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM: H.M. Nunes & Sons Construction, Inc. 82 Carmelinas Circle Ludlow, MA 01056	ARCHITECT: Berkshire Design Group, Inc. 4 Allen Place Northampton, MA 01060		
FOR: Avenue A Streetscape Improvements, Phase 5.1			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$399,000.00
2. SUM OF ALL CHANGE ORDERS	\$22,629.09
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$421,629.09
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$421,629.09
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$421,629.09
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$179,170.00
8. PAYMENT DUE	\$242,459.09
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$5,460.00	\$0.00
Total approved this month	\$17,169.09	\$0.00
TOTALS	\$22,629.09	\$0.00
NET CHANGES	\$22,629.09	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: H.M. Nunes & Sons Construction, Inc.

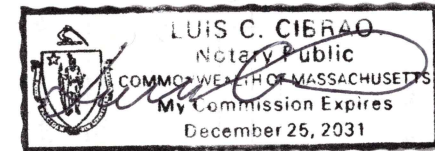
By: Ka. N Date: 10/16/26

State of: Massachusetts

County of: Hampden

Subscribed and sworn to before

me this 16th day of October 2026



Notary Public: Luis C. Cibrao

My Commission Expires: December 25, 2031

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

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PROJECT: 573 - Avenue A, Ph 5, Montague
Avenue A Streetscape Improvements, Phase 5.1

APPLICATION #: 2
DATE OF APPLICATION: 10/16/2026
PERIOD THRU: 10/16/2026
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
		QTY \$ AMT							
1	Mobilization	\$14,000.00	\$7,000.00	\$7,000.00	\$0.00	\$14,000.00	100%	\$0.00	
	\$14,000.00 PER L.S.	1.00	0.50	0.50	0.00	1.00		0.00	
2	Excavation & Removals	\$27,000.00	\$16,200.00	\$10,800.00	\$0.00	\$27,000.00	100%	\$0.00	
	\$27,000.00 PER L.S.	1.00	0.60	0.40	0.00	1.00		0.00	
3	Material Import & Site Prep	\$35,000.00	\$21,000.00	\$14,000.00	\$0.00	\$35,000.00	100%	\$0.00	
	\$35,000.00 PER L.S.	1.00	0.60	0.40	0.00	1.00		0.00	
4	Granite Work (Inc. Planters)	\$87,000.00	\$69,600.00	\$17,400.00	\$0.00	\$87,000.00	100%	\$0.00	
	\$87,000.00 PER L.S.	1.00	0.80	0.20	0.00	1.00		0.00	
5	Water Work	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100%	\$0.00	
	\$3,000.00 PER L.S.	1.00	0.00	1.00	0.00	1.00		0.00	
6	Concrete & Brick Work	\$134,000.00	\$46,900.00	\$87,100.00	\$0.00	\$134,000.00	100%	\$0.00	
	\$134,000.00 PER L.S.	1.00	0.35	0.65	0.00	1.00		0.00	
7	Ramp, Stairs & Railings	\$81,000.00	\$24,300.00	\$56,700.00	\$0.00	\$81,000.00	100%	\$0.00	
	\$81,000.00 PER L.S.	1.00	0.30	0.70	0.00	1.00		0.00	
8	Electrical Work	\$9,000.00	\$900.00	\$8,100.00	\$0.00	\$9,000.00	100%	\$0.00	
	\$9,000.00 PER L.S.	1.00	0.10	0.90	0.00	1.00		0.00	
9	Site Furnishings	\$9,000.00	\$2,700.00	\$6,300.00	\$0.00	\$9,000.00	100%	\$0.00	
	\$9,000.00 PER L.S.	1.00	0.30	0.70	0.00	1.00		0.00	
10	CO 1 - Flowable Fill	\$5,460.00	\$0.00	\$5,460.00	\$0.00	\$5,460.00	100%	\$0.00	
	\$5,460.00 PER L.S.	1.00	0.00	1.00	0.00	1.00		0.00	
	SUB-TOTALS	\$404,460.00	\$188,600.00	\$215,860.00	\$0.00	\$404,460.00	100%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 3 of 3

	PROJECT:	573 - Avenue A, Ph 5, Montague	APPLICATION #:	2
		Avenue A Streetscape Improvements, Phase 5.1	DATE OF APPLICATION:	10/16/2026
Payment Application containing Contractor's signature is attached.			PERIOD THRU:	10/16/2026
			PROJECT #s:	

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
		QTY \$ AMT							
11	CO 3 - Miscellaneous Items	\$3,551.73	\$0.00	\$3,551.73	\$0.00	\$3,551.73	100%	\$0.00	
	\$3,551.73 PER L.S.	1.00	0.00	1.00	0.00	1.00		0.00	
12	CO 2 - Additional Water Work	\$3,438.00	\$0.00	\$3,438.00	\$0.00	\$3,438.00	100%	\$0.00	
	\$3,438.00 PER L.S.	1.00	0.00	1.00	0.00	1.00		0.00	
13	CO 4 - Additional Water, Monument & Electrical	\$10,179.36	\$0.00	\$10,179.36	\$0.00	\$10,179.36	100%	\$0.00	
	\$10,179.36 PER L.S.	1.00	0.00	1.00	0.00	1.00		0.00	
									</

CERTIFICATE OF FINAL COMPLETION

PROJECT: Avenue A Streetscape Improvements 5.1 Construction Project; Avenue A, Turners Falls, MA

CONTRACTOR: H. M. Nunes & Sons Construction, Inc.

CONTRACT DATE: May 18, 2026

DATE OF FINAL COMPLETION: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the work as identified in the Final Payment Request dated, October 15, 2026, for contract work for the Avenue A Streetscape Improvements 5.1 Construction Project; Avenue A, Turners Falls, MA, represents full compensation for the actual value of work completed. All work completed conforms to the terms of the Agreement and authorized changes. The guarantee for all work completed, including that work which was completed subsequent to the date of substantial completion, expires one (1) year from the date of the final payment (see: Maintenance and Guarantee in the General Conditions - Article 12 of Bid Documents.)

CONTRACTOR:

H. M. Nunes & Sons Construction, Inc.

DATE: _____

Signature

Title

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize final payment in the amount of **\$242,459.09.**

GRANT ADMINISTRATOR: FRANKLIN COUNTY
REGIONAL HOUSING & REDEVELOPMENT AUTHORITY

DATE: _____

Signature
Director of Community Development

LANDSCAPE ARCHITECT: BERKSHIRE DESIGN GROUP

DATE: _____

Signature

OWNER: TOWN OF MONTAGUE

DATE: Nov. 2, 2026

Signature
Chair, Selectboard

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
Bowman Consulting Group, Ltd.**

THIS AGREEMENT made this 2nd day of November, 2026, between Bowman Consulting Group Ltd., with a usual place of business at 94 North Elm Street, Suite 210, Westfield, MA 01085, hereinafter called the “CONTRACTOR,” and the Town of Montague, MA, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the “TOWN”.

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement a lump sum of \$110,000.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit A. The amount to be paid to the CONTRACTOR shall not exceed \$110,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on November 2, 2026, and shall expire on June 30, 2027, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR, and those for whom it is legally liable, will perform its services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

A. Responsibility for the Work:

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

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

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

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

5. Site Information Not Guaranteed; Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

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

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

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

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

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

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

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

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

12. Notice

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

13. Termination

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

14. Miscellaneous

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

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

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

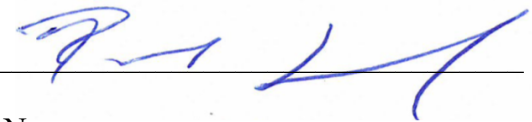
TOWN OF MONTAGUE:

By: _____

Print Name: Richard Kuklewicz

Title: Selectboard Chair

BOWMAN CONSULTING GROUP, LTD.

By:  _____

Print Name: Paul Furgal

Title: New England Deputy Regional Manager

Exhibit A

Scope of Work



October 27, 2026

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

**RE: Proposal for Professional Engineering & Traffic Services for Intersection / Signal Reconstruction
Avenue A @ 3rd Street and Avenue A @ 7th Street – Turners Falls, Massachusetts**

Dear Chris,

Bowman is pleased to submit this proposal to provide you with transportation design engineering and traffic services for the above-mentioned project. It is our understanding that the Town of Montague is requesting engineering design services for the existing signalized intersections of Avenue A at 3rd Street and Avenue A at 7th Street. The scope and fee assume partial replacement of traffic signal equipment, including signal pedestals, signal heads, pedestrian signal equipment, conduit traffic signal controllers and controller cabinets. It is assumed that the existing mast arms will remain in place and be painted. Additionally, the scope and fee assume that pedestrian curb ramps may need to be reconstructed or relocated to meet ADA requirements and/or accommodate proposed signal equipment locations.

Scope of Services

TASK 1: Survey & Base Plan

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

We will prepare an existing conditions base plan for the intersection at Avenue A and 3rd Street and Avenue A at 7th Street. The survey work will focus on features needed to support the proposed traffic signal and pedestrian accessibility improvements, including establishing horizontal and vertical control, roadway and sidewalk elevations, curb lines, pedestrian curb ramps, existing signal equipment, and visible utility features. Right-of-way research will not be provided. We have assumed that the Town will provide previous survey and design files in AutoCAD format (*.dwg) from Berkshire Design to supplement Bowman's field survey work.

TASK 2: Traffic Data Collection & Safety Analysis

Bowman will collect and analyze traffic data for the Avenue A intersections at 3rd Street and 7th Street in support of the proposed intersection improvements. Data collection will include:

- Weekday AM and PM peak hour turning movement counts (2hr during the AM and 2hrs during the PM peak hour periods);

Bowman will analyze the collected data and perform Level of Service analyses for existing and future conditions during the AM and PM peak hours, review the most recent three years of available crash data to identify crash patterns and potential safety concerns, and evaluate applicable traffic signal warrants. Based on the analysis and proposed improvements, Bowman will develop AM and PM peak-period signal timing plans. Findings and recommendations will be documented in a technical memorandum summarizing traffic conditions, intersection operations, crash history, signal warrant findings, and recommended signal timing and safety improvements.

TASK 3: Preliminary Design

Bowman will prepare preliminary design plans for improvements to the Avenue A intersections at 3rd Street and 7th Street using the updated survey, traffic and safety analyses, and utility coordination findings. The preliminary submission will include a full plan set consisting of typical sections, roadway and pedestrian accessibility improvements, traffic signal layouts and details, signage and pavement marking plans, construction traffic control plans, and supporting details. Plans will be prepared in a format using 24"x36" sheets at a 1"=20' scale. It is assumed that bump outs are proposed at the intersection of 7th Street and Avenue. No bump outs are proposed at 3rd Street and 7th Street.

Bowman will also prepare an initial opinion of probable construction cost based on preliminary quantities and anticipated unit prices. The quantity take-offs and OPCC will be prepared using the most current MassDOT weighted average bid prices and typical construction costs of recent projects.

The plans and cost opinion will be submitted to the Town for review and comment before advancing to final design.

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

TASK 4: Final Design

Bowman will incorporate the Town's preliminary design review comments and advance the drawings and opinion of construction costs to final design. We will update construction quantities and the opinion of

probable construction cost and prepare the final Plans, Specifications, and Estimate (PS&E) package for bidding.

As part of the final design task, Bowman will prepare project related special provisions based on the latest editions of the MassDOT Standard Specifications for Highways and Bridges and Supplemental Specifications for the appropriate items in the itemized estimate. Project-specific specifications will be developed only for construction items that require special conditions or construction practices not covered in the latest edition of the standard specifications or the supplemental specifications. The special provisions will include at a minimum:

- A scope of work description that identifies project limits;
- Provisions for travel and prosecution of work;
- Work schedule;
- List of utility owners with name and address of contact person;
- Project-specific specifications for individual contract items not covered in the standard specifications or supplemental specifications;

The MassDOT English bid nomenclature list will be used for all construction items.

As part of this task we have assumed two (2) coordination meetings with the Town.

TASK 5: Bid Documents and Bid Tabs

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

- Finalize bid documents with plans and specifications;
- Bid tabs using the items in the construction cost estimate that were prepared in Task 2 above. Bowman will coordinate combining the items from each of the project cost estimates into one bid tab and identify if add alternatives need to be bid due to potential budget constraints in the event that the final construction cost estimate is higher than the town's budget. Bowman is budgeting for the preparation of up to two (2) add alternates in the bid package.
- Provide support to the town once the project is out to bid. Bowman has budgeted 20 hours for the following:
 - Review/answer questions from contractors related to Bowman's design during bidding;
 - Provide specific details to the town related to Bowman's design for town issuance of addendum(s);
 - Review high and low bids received by the town and make recommendation of award.

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

TASK 6: Construction Phase Services

Bowman will provide limited construction phase services. It is anticipated that construction will take no more than four (4) months. Limitation of Responsibilities: Bowman will not supervise or have control over site safety and the Contractor's safety precautions or programs in connection with the work, nor for the Contractors' work, construction ways, means, methods, techniques, sequences or procedures selected by the Contractors in connection with the Work. Bowman will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s), or subcontractor's or supplier's agents or employees, or any other persons (except Bowman's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)'s work. Bowman has budgeted 40 hours for the following:

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

Additional Services

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

Fee

Bowman will perform the base scope of services outlined above in tasks 1-6 for a lump sum of **\$110,000** inclusive of mileage.

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

OUT OF SCOPE SERVICES

While we believe the intent of each task listed in the scope of services is clear and limited, from time to time a reading of those services may infer a broader scope than was intended. In order to clarify the scope

of services we point out that the services listed above do not include the following items, which are not anticipated now, but may ultimately be required on this project. If you would like Bowman to furnish these or any other out-of-scope services, we would be pleased to discuss a mutually agreeable scope of services and fee arrangement.

- As-built survey
- Detailed design of pedestrian curb ramps, MassDOT templates will be used for contractor use in field.
- Site specific traffic management plans and details, standard templates will be used but ultimately up to the contractor for the means and methods for construction.
- Boundary Survey
- Abutter coordination or outreach meetings of any kind.
- Full-time or part-time construction phase services. Construction phase services are proposed to be limited as noted above.
- Requesting and obtaining State prevailing wages.
- No structural designs.
- Permitting of any kind.
- Right-of-Way (ROW) plans (temporary easements, permanent easements, acquisitions, or other) or Right-of-Entries will not be prepared.
- Subsurface Utility Engineering (SUE) level A and B will not be collected as part of this project.
- Design reviews will be conducted only by the Town and there will be no reviews or involvement by the Massachusetts Department of Transportation (MassDOT) or other state or federal agency.
- Electrical design for traffic control device connections.
- Testing for or disposal calculations, bid items, or other for contaminated soils.
- Police details or protection services.
- Geotechnical services, including rock exploration, groundwater/dewatering impacts on construction
- Design of on-site or off-site gas supply, telephone service utilities and utility extension
- Construction stakeout services
- Site lighting design

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

Sincerely yours,



Paul M. Furgal, PE, PTOE
Deputy Regional Manager

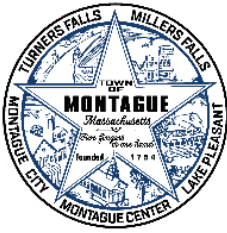
**RE: Proposal for Professional Engineering & Traffic Services for Intersection / Signal Reconstruction
Avenue A @ 3rd Street and Avenue A @ 7th Street – Turners Falls, Massachusetts**

Authorized by:

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

Title: _____

Date: _____



Office of the Town Administrator Town of Montague

Walter Ramsey, AICP, MCCPO
(413) 863-3200 ext. 110
Walterr@montague-ma.gov
One Avenue A Turners Falls, MA

9B

TO: Gill-Montague Regional School District School Committee
FROM: Walter Ramsey, AICP, Town Administrator
DATE: October 6, 2026
RE: Sheffield/Hillcrest School Project — Proposed Intermunicipal Agreement

Requested action

The Town requests that the School Committee approve the proposed Intermunicipal Agreement (IMA), drafted by the Town's bond counsel, and authorize its execution before the October 28, 2026 Special Town Meeting, if possible. Approval would establish the framework for the Town to finance and oversee the Sheffield/Hillcrest elementary school building project while the District remains the recipient of Massachusetts School Building Authority (MSBA) assistance.

Purpose and immediate context

The IMA uses the intermunicipal cooperation authority identified in the draft, G.L. c. 40, § 4A, to authorize the Town to exercise the District's project financing powers and, to the extent permitted by law and applicable regulations, contract for and oversee the project. The draft defines the project broadly to include improvements to Sheffield and Hillcrest and related design, construction, and incidental costs. The immediate funding request is \$1,750,000 for feasibility study and schematic design, as recommended by the Elementary School Building Committee on August 26. The Town intends to seek appropriation and borrowing authority at the October 28 Special Town Meeting. Approving the IMA would establish responsibilities before that vote; it would not itself appropriate funds or authorize a construction budget.

Town responsibilities

The Town would arrange financing, obtain necessary professional and other services, and oversee the project within the amounts appropriated by Town Meeting. It could issue its own general obligation bonds or notes as needed for project cash flow, or use other available funding sources. The Town would pay all principal and interest on its debt directly; the District would not be liable for repayment of Town-issued project debt.

The agreement expressly provides that no obligations arise under it until the Town has appropriated funds for the project, regardless of the funding source.

**TOWN OF MONTAGUE
GILL-MONTAGUE REGIONAL SCHOOL DISTRICT
INTERMUNICIPAL AGREEMENT**

This Intermunicipal Agreement (the "Agreement") is entered into under and pursuant to Section 4A of Chapter 40 of the Massachusetts General Laws ("Section 4A"), by and between the Town of Montague, Massachusetts (the "Town"), acting by and through its duly elected Selectboard, by vote of said body on November 2, 2026 and the Gill-Montague Regional School District, (the "District"), acting by and through its School Committee (the "School Committee") by vote duly adopted on November 2, 2026. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the District hereby agree as follows:

1. RECITALS.

a. The Town is generally authorized by the Massachusetts General Laws to finance, acquire land for, construct, originally equip and furnish public buildings.

b. The District was duly established pursuant to Chapter 71, Sections 16 to 16I, inclusive of the General Laws, and by an agreement between the Towns of Gill and Montague, Massachusetts (collectively, the "Member Towns"), (the "District Agreement") to provide education for pupils in grades kindergarten to 12 residing within the Member Towns.

c. Pursuant to Chapter 71, Sections 16(c) and (d), of the General Laws, the District is authorized to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate schools for the benefit of its Member Towns, and to incur indebtedness for these purposes.

d. The District has determined that there is a need for improvements to the Sheffield Elementary School and the Hillcrest Elementary School in Montague, Massachusetts, to serve pupils residing in the Town of Montague, Massachusetts (the "Town"), which project will involve costs of design, construction and all other costs incidental and related thereto (the "Project").

e. The District Agreement provides that the incurring of indebtedness to finance public school facilities within the Member Towns shall be incurred by the District.

f. The Massachusetts School Building Authority ("MSBA") has advised that the District is the entity legally entitled to receive any school building assistance grants that may be approved on account of the Project, but that any such grants that may be approved in the future on account of the Project shall, nevertheless, be credited to the Town, as more fully provided for herein.

g. In accordance with Section 4A, two or more governmental units may enter into an intermunicipal agreement so as to permit any one of such governmental units to such an agreement to exercise the powers of another other governmental unit that is a party to such an agreement.

h. In the event the Great River School District is established pursuant to Chapter 193 of the Acts of 2026 and approved by the Commissioner of Commonwealth of Massachusetts' Department of Elementary and Secondary Education (the "Department"), the provisions of this agreement may be amended as necessary.

2. FINANCING OF THE PROJECT. The District authorizes the Town to act on its behalf and exercise all of its legal powers and duties with respect to the financing of the Project and the authorization and issuance of bonds and notes therefore. Further, and to the extent

permitted by law, including but not limited to regulations promulgated by the Department and the MSBA, the District authorizes the Town to contract for and oversee the undertaking of the Project. The Town may authorize and incur its own general obligation indebtedness to finance all or any portion of the capital costs of the Project, pursuant to Chapters 44 or 70B of the General Laws, which indebtedness shall be issued at such times and in such amounts, as shall be sufficient to meet the cash flow requirements of the Project. In lieu of the borrowing by the Town of the total cost of the Project, the Town may also appropriate funds to pay costs of the Project from any other sources available to it. The Town and the District agree that no obligations shall arise under this agreement until the Town shall have appropriated funds for the cost of the Project, regardless of the source or sources of such funds. Within such amounts appropriated by the Town to pay costs of the Project, the Town shall obtain all necessary professional and other services necessary to carrying out the Project and shall oversee all aspects thereof. All amounts payable on account of principal and interest on any bonds or notes issued by the Town to finance the Project, shall be paid directly by the Town. The District shall not be liable for the repayment of any debt issued by the Town to finance the costs of the Project. Any and all school building assistance grants paid by the MSBA to the District on account of the Project, pursuant to Chapter 70B of the General Laws, as amended, or pursuant to any other authority, shall be paid by the District to the Town, thereby reducing, by a like amount, the total borrowing authorized by the Town to pay costs of the Project. The Town shall be responsible for seeking all available funding for the Project from the MSBA, and the District take make all reasonable efforts to assist the Town in that regard.

3. TAX EXEMPT STATUS OF BONDS OR NOTES ISSUED BY THE TOWN.

The District recognizes that the bonds or notes of the Town to be issued to finance the costs of

the Project are expected to be issued as obligations the interest on which is exempt from federal income taxation. To ensure the ability of the Town to issue its bonds or notes on a tax-exempt basis, the District represents that there are no contracts or other arrangements for the use, operation or management of any component of the Project by any party other than a governmental unit or (ii) any such contracts or other similar arrangements that may be in place have been approved in an opinion of nationally recognized bond counsel. Absent an opinion of nationally recognized bond counsel, the District will not enter into any contract or other arrangement for the operation or management of any component of the Project by any party other than a governmental unit.

4. RECORD KEEPING. As required by Section 4A, the Town and the District shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received on account of the Project; shall provide for the performance of regular audits of such records; and shall provide periodic financial statements with respect to Project expenditures.

5. TERM. The term of this Agreement shall be 10 years from the date hereof, or such lesser term as shall be necessary to complete the Project, including the audit/close-out of the Project by the MSBA.

6. AMENDMENTS. Any provision of this Agreement may be amended by an amendment approved by vote, duly adopted, by the Selectboard of the Town and by vote, duly adopted, by the School Committee. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the District.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

8. COUNTERPARTS. This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

[The balance of this page is intentionally blank.]

IN WITNESS WHEREOF, the Town by its Selectboard and the District by its School Committee, each duly authorized, have executed this Agreement under their respective seals as of the 2nd day of November, 2026.

GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

By Jane Pakes

Regional District School Committee

(DISTRICT SEAL)

TOWN OF MONTAGUE

By _____

Selectboard

(TOWN SEAL)

QUITCLAIM DEED

Town of Montague (the “Town”), a Massachusetts municipal corporation, having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, in accordance with the vote taken under Article ____ of the _____ Annual/Special Town Meeting, a certified copy of which is attached hereto,

For consideration of One Dollar (\$1.00) paid and other good and valuable consideration, hereby conveys and grants to

Franklin Hampshire Habitat for Humanity, Inc. (the “Grantee”), a Massachusetts nonprofit corporation, having an address of 221 Pine Street, Suite 159, Florence, MA 01062, for itself and its successors and assigns,

With Quitclaim Covenants,

The following parcels of land located on First Street, in Montague, Franklin County, Massachusetts:

Lots 1, 2, 3, 4, 5, 6 and 7 on a plan entitled “Approval Not Required Plan of Land in Montague, Massachusetts Prepared for Franklin Hampshire Habitat for Humanity,” dated July 15, 2026, prepared by Holmberg & Howe Land Surveyors, recorded with the Franklin County Registry of Deeds in Plan Book _____, Plan _____.

The foregoing premises are conveyed to Grantee solely for affordable housing purposes in perpetuity, as set forth more particularly in the Affordable Housing Restriction Agreement granted by Grantee to the Executive Office of Housing and Livable Communities and the Town of Montague, recorded of even date herewith and incorporated herein in its entirety (the “Restriction”), which Restriction shall encumber said premises. Said Restriction provides that Grantee shall construct a residential dwelling on each Lot (the “Home”), and convey each Lot and the Home thereon (together, a “Unit”) to low-income households, all on the terms set forth in the Restriction (the “Project”). Grantee shall construct the Project in accordance with plans and specifications approved by the Town and shall convey the Units to Eligible Purchasers (that is, to families earning no more than sixty percent (60%) of the Area Median Income, as defined more particularly in the Restriction) within forty-two (42) months years from the date that that this deed is recorded with the Registry of Deeds (the “Completion Date”). The Town may extend the Completion Date if it finds, in its sole discretion, that Grantee’s failure or delay in constructing and/or conveying the Units is attributable to causes beyond Grantee’s reasonable control or if the Town otherwise believes that an extension is warranted.

Said premises are conveyed subject to a condition subsequent, reserving to the Town a Right of Entry, which the Town may exercise if (a) Grantee fails to complete the Project by the Completion Date, (b) Grantee conveys, sells or otherwise transfers the premises or any part thereof to anyone other than an Eligible Purchaser, (c) uses the premises for other than affordable

housing purposes, or (d) Grantee has dissolved and/or otherwise ceases to exist (any, a “Default Event”).

The Town, its designee and/or its or their successors and assigns shall provide sixty (60) days’ written notice to Grantee of its intent to exercise its Right of Entry. If, at the end of such notice period, Grantee has not constructed and sold the Units as required in the Restriction or cured the applicable defect in the Town’s reasonable discretion, the Town may reenter the premises or such portion thereof that has not then been conveyed in accordance with the Restriction and retake all right, title, interest and possession in and to the premises/remaining premises by executing and recording a Certificate of Entry with said Deeds. Notwithstanding the provisions of anything herein to the contrary, upon recording said Certificate of Entry, title to the premises/remaining premises and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Grantee to the Town.

Grantor’s Right of Entry shall be deemed released for every Unit sold in compliance with the Restriction, as evidenced by the recording of the deed for the Unit from Grantee to the Eligible Purchaser, to each such deed an affordable housing Deed Rider and a certificate of compliance issued by the Town shall be attached. The Town may, at Grantee’s request, prepare a separate recordable release of this Right of Entry.

It is intended and agreed that these restrictions shall run with the land and shall be binding upon Grantee and its successors and assigns for the benefit and in favor of, and enforceable by, the Town.

For title to the premises, see deed recorded with the Franklin County Registry of Deeds in Book 1165, Page 584.

No deed stamps are due under G.L. c. 64D, §1.

[Remainder of Page Intentionally Blank]

Executed under seal as of this 2nd
day of November, 2026.

TOWN OF MONTAGUE,
By Its Selectboard

Richard Kuklewicz, Chair

Marina Goldman, Vice Chair

Nathanael Card Schiffbauer, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of November, 2026, before me, the undersigned Notary Public,
personally appeared _____,
Member of the Montague Selectboard, as aforesaid, who proved to me through satisfactory
evidence of identification, which was _____, to be the person
whose name is signed on the preceding or attached document, and acknowledged to me that
he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Montague.

Notary Public
My Commission Expires:

Premises:
First Street
Montague, MA

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this “Agreement”) is entered into on this _____ day of November, 2026, by and between the **Town of Montague** (the “Town”), a Massachusetts municipal corporation, having an address of 1 Avenue A, Turners Falls, Massachusetts 01376, and **Franklin Hampshire Habitat for Humanity, Inc.** (“Habitat”), a Massachusetts non-profit corporation, having an address of 221 Pine Street, Suite 159, Florence, Massachusetts 01062.

Whereas, on or about January 25, 2023, the Town issued a request for proposals (the “RFP”), seeking to convey a parcel of land located on First Street in the Town of Montague, Franklin County, containing 0.65 acres, more or less, shown on Assessors Map 04 as Lot 31, and being a portion of that land described in an instrument recorded with the Franklin County Registry of Deeds (the “Registry”) in Book 1165, Page 584 (the “Land”) to a proposer for the development of affordable housing thereon;

Whereas, Habitat submitted a proposal (the “Proposal”) to the RFP, agreeing to construct a housing development consisting of six (6) housing units (the “Units”) on the Land (together with such other improvements now or hereafter constructed on the Land, the “Property”) and the sale of all the Units to eligible purchasers (as more particularly set forth herein, the “Project”), and was chosen as the successful proposer;

Whereas, the Smart Growth Zoning was established pursuant to G.L. c. 40R (the “Act”) and the Executive Office of Housing and Livable Communities (“EOHLC”) is responsible for the administration, review, and reporting on the Smart Growth Zoning Program pursuant to G.L. c. 40R, §12;

Whereas, EOHLC promulgated regulations at 760 CMR 59.00 (the “Regulations”) and issued its Guidance for M.G.L. c. 40R and 760 CMR 59.00: Smart Growth Zoning (“40R Guidelines”), which collectively establish the affordability and related requirements for the Project;

Whereas, the Town has adopted a Smart Growth Zoning Overlay District in Section _____ of the Town’s Zoning Bylaw (the “Bylaw”) which EOHLC has approved pursuant to G.L. c. 40R, § 4;

Whereas, Habitat intends to construct the Project in accordance with the Bylaw and in accordance with the 40R Plan Approval PAA #2026-01 issued by the Montague Planning Board within the Smart Growth Overlay District (the “Permit”);

Whereas, the Town conveyed the Land to Habitat by a deed of even or near even date recorded with the Registry herewith in Book _____, Page _____, for nominal consideration of One Dollar (\$1.00);

Whereas, the Property is subject to an Affordable Housing Restriction Agreement entered into between Habitat and the Town recorded with the Registry herewith in Book _____, Page _____ and incorporated herein by reference (the “Restriction Agreement”), pursuant to which all the Units are to be conveyed to Eligible Purchasers (as defined herein and in the Restriction Agreement);

Whereas, in consideration for the Town conveying the Land to Habitat for nominal consideration, Habitat hereby agrees to develop the Land and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project; and

Whereas, the Town and Habitat intend to set forth herein the terms and conditions that will govern the use and development of the Land and the Property.

Now Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RIGHT OF ENTRY

Habitat acknowledges and accepts that the Land has been conveyed to Habitat subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise if Habitat: (a) fails to commence construction of the Units within one hundred eighty (180) days from the date on which the deed from the Town to Habitat was recorded with the Registry (the “Date of Recording”), (b) fails to complete said construction within thirty-six (36) months from the Date of Recording, (c) fails to sell the Units to Eligible Purchasers within forty-two (42) months from the Date of Recording, (d) conveys, sells or otherwise transfers the Property or any portion thereof to persons other than the Eligible Purchasers, or assigns its interest under this Agreement (as set forth more particularly in Section V(K)), or (e) uses the Property for other than affordable housing purposes. The Town may extend the time for performance under this condition if Habitat fails to perform its obligations hereunder within the time periods set forth above for reasons beyond Habitat’s reasonable control, provided that Habitat requests an extension in writing no later than thirty (30) days prior to the expiration of the applicable performance period and gives detailed reasons for the delay; in no event shall any extension exceed twenty-four (24) months from the applicable original performance date. For purposes of the dates above, it is agreed that commencing of construction shall mean a building permit for

the construction shall have issued, and the completion of construction shall mean a final certificate of occupancy has issued for the Project.

The Town shall provide sixty (60) days' written notice to Habitat of its intent to exercise its Right of Entry. If, at the end of such notice period, Habitat has not commenced construction, completed the construction, and/or sold the Units as required herein or cured the applicable default, in the Town's reasonable discretion, the Town may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a certificate of entry with the Registry. Notwithstanding the provisions of anything herein to the contrary, upon recording said Right of Entry, title to the Property and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Habitat to the Town. The Town shall reimburse Habitat for any improvements made by Habitat to the Property from the proceeds of the sale of the Units to Eligible Purchasers or from any other sale of the Property, less amounts required to release the Premises of any and all liens, subject to Town Meeting appropriation of funds for such purposes. Such Right of Entry to be in addition to any other rights or remedies the Town may have for a breach or default under this Agreement.

The Town's Right of Entry shall be deemed released and of no further force and effect upon the recording of the deed conveying the last Unit to an Eligible Purchaser, attaching to said deed an affordable housing Deed Rider and a Certificate of Compliance issued by the Town.

II. DEVELOPMENT AGREEMENT

Habitat agrees, for itself and its successors and assigns, and in consideration of the conveyance of the Land at the Purchase Price, which it acknowledges is less than the full and fair market value of the Land, to develop the Property and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (hereinafter referred to as the "Work") as follows:

A. Construction Obligations

1. Construction of Units: Habitat shall, at its sole expense, construct the Project in accordance with the Bylaw and the Permit (the "Approved Plans"). Habitat agrees not to make any material changes or revisions to the Work or the improvements as described in the RFP, the Proposal, and the Approved Plans during the course of construction without having obtained the Town's prior written approval, which approval shall not be unreasonably withheld.

2. Construction Schedule: Habitat shall commence construction of the Units within one hundred eighty (180) days from the Date of Recording, complete said construction within thirty-six (36) months from the Date of Recording, and sell the Units to Eligible Purchasers within forty-two (42) months from the Date of Recording, all in accordance with the terms of this Agreement. Failure to do so shall entitle the Town to exercise its Right of Entry. For purposes of this Section, Habitat shall be deemed to have completed construction of the Units

upon obtaining a final Certificate of Occupancy for the Project. Habitat shall use good faith efforts to commence and complete the Project with due diligence.

3. Quality of Work: Habitat shall have obtained all the permits and approvals necessary to construct and operate the Project on the Property before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing materials of good quality and in accordance with the Approved Plans and all applicable laws, ordinances, codes and regulations.

4. Liens: Habitat shall not permit any mechanic's liens or similar liens to remain upon the Land or the Property for labor and materials furnished to Habitat in connection with work of any character performed by or at the direction of Habitat and shall cause any such lien to be released of record without cost to the Town pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.

5. Indemnification: Habitat shall comply with the requirements of all applicable laws, rules and regulations. Habitat shall defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Land or Property, or any act or omission of Habitat, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Habitat. This shall not be construed as a limitation of Habitat's liability under this Agreement or as otherwise provided by law.

The obligations of Habitat hereunder are referred to as Habitat's "Construction Obligations."

B. Financial Obligations

1. Construction Loan: Habitat shall be responsible for obtaining all the financing necessary to finance the construction and completion of the Project. Any construction or other loan ("Construction Loan") that is secured by a mortgage on the Land or the Property ("Construction Mortgage") shall be subordinate and subject to this Agreement, and shall be recorded after this Agreement. Habitat shall perform all of Habitat's obligations under the Construction Loan, including Habitat's covenants to make payments when due. Habitat shall cause the holder of the Construction Mortgage (the "Lender") to give at least sixty (60) days prior written notice to the Town, by registered mail, of the Lender's intention to foreclose upon the Construction Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Lender to issue the foreclosure notice, subject to appropriation. Habitat shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Land or Property, which may attain a priority over the Construction Mortgage.

2. Affordable Housing: Habitat agrees that the Units shall be subject to an affordable housing Deed Rider as set forth more particularly in the Restriction Agreement.

3. Initial Sales Price: Habitat shall sell the Units for no more than the initial sale price set forth in the Restriction Agreement.

4. Marketing: Habitat agrees to market the Units as provided in the Restriction Agreement.

C. **Use of Property**

1. Use and Maintenance: For so long as Habitat owns the Property, Habitat shall use the Land to develop affordable housing for use by income-eligible persons and shall maintain the Units and other improvements thereon, if any, in good order, condition and repair.

2. Insurance: Habitat agrees to maintain the following insurance:

(a) *Property Insurance*: Habitat shall continuously maintain in full force, for the term of this Agreement, a policy of comprehensive casualty and property damage insurance, insuring the Property and all improvements thereto, in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Land or Property, or any act or omission of Habitat, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Habitat, or failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise of the rights and obligations of Habitat hereunder, in the broadest form of such coverage from time to time available in Massachusetts. Habitat shall submit to the Town, on or before conveyance of the Land from the Town to Habitat and no less often than annually thereafter, and at any other time upon the request of the Town, evidence of such continuous insurance coverage satisfactory to the Town;

(b) *Liability Insurance*: Habitat shall carry comprehensive public liability insurance in the minimum amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate;

(c) *Builder's Risk*: During the period of any construction or structural alteration of the Property or the construction of the Units, Habitat shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

(d) *Insurance Carried by Contractors:* During the period of any construction or structural alteration of the Property or the construction of the Units, Habitat shall also require the general contractor for the Work to maintain (i) for the benefit of Habitat and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the premises and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least One Million \$1,000,000.00 Dollars per occurrence and, Two Million (\$2,000,000.00) Dollars in General Aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

(e) *Evidence of Insurance:* All policies shall name the Town as an additional insured and shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Habitat shall submit to the Town certificates of insurance for all the policies required to be maintained by Habitat hereunder, which certificates shall show at least the coverage and limits of liability specified herein the and the expiration date;

(f) *Acceptable Insurers:* All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to the Town; and

(g) *Termination:* All responsibility of Habitat under this Section shall terminate upon the construction and conveyance of the Units to Eligible Purchasers in accordance with the terms of the Restriction Agreement.

3. Obligation to Restore: In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty during the term of this Agreement, Habitat shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the gross negligence or willful act or omission of Habitat, or of any of its employees or agents, Habitat shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof or the available insurance proceeds, until such time as Habitat has completed construction and sold to Eligible Purchasers the Units damaged or destroyed by fire or other casualty.

III. AFFORDABLE HOUSING PROVISIONS

A. Initial Unit Sale Price; Affordable Housing Restriction: The Property shall be used for affordable housing purposes in perpetuity. Upon completion of the construction of the

Unit and the issuance of a final Certificate of Occupancy, Habitat shall convey the Units to homebuyers earning no more than 80% of the Area Median Income (“AMI”) that includes the Town of Montague, as defined by the United States Department of Housing and Urban Development (“HUD”), adjusted for household size (the “Eligible Purchasers”) as set forth more particularly in the Restriction Agreement. The deed to each Eligible Purchaser shall include a Deed Rider substantially similar in form and content to the document attached to the Restriction Agreement, ensuring that each Unit shall thereafter be conveyed to homeowners earning no more than 80% of the AMI, adjusted for household size, will stay affordable in perpetuity and count toward the Town’s Subsidized Housing Inventory. The resale restrictions contained in the Deed Riders that encumbers the Units pursuant to the requirements of this Agreement are affordable housing restrictions, as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32 and 33, and shall also be an “other restriction” held by a governmental body, as that term is used in G.L. c. 184, §26, such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years. Such resale restrictions shall be for the benefit of the Town and EOHLC. The Town and EOHLC shall be deemed to be holders of the affordable housing restriction created by the Resale Restrictions in said Deed Rider.

B. Marketing Plan: Habitat shall market the Property and shall conduct a buyer selection process for the Property in accordance with a Resident Selection Plan approved by EOHLC and the Town.

C. Certificate of Compliance, Acceptance of Restriction: Upon the sale of each Unit by Habitat in accordance with this Agreement and the Restriction Agreement, there shall be recorded with each Unit deed, at Habitat’s expense, a Certificate of Compliance issued by the Town indicating compliance with the provisions of this Agreement, such Certificate not to be unreasonably withheld.

D. No Discrimination: Neither Habitat or the Town shall discriminate on the basis of race, creed, color, sex, age (except as permitted by law in senior housing communities), handicap, marital status, national origin, or any other basis prohibited by law in the selection of buyers for the Property; and Habitat shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project. Notwithstanding the foregoing, persons who have a financial interest in the offered home and their families shall not be eligible based on said financial interest criteria. Current Franklin Hampshire Habitat for Humanity staff and members of the board of directors are not eligible to apply. Habitat volunteers, former staff, and temporary staff (such as interns) employed for less than 4 months are eligible to apply for a home.

The obligations of Habitat hereunder are referred to as Habitat’s “Affordable Housing Obligations.”

IV. DEFAULT

If, prior to the expiration of this Agreement,

A. Habitat shall have failed observe or perform any of Habitat's covenants, agreements, or obligations set forth in this Agreement within thirty (30) days following receipt of written notice from the Town specifying such failure (or if such failure or violation cannot be cured within said thirty (30)-day period, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty days (60) from the date of the Town's notice);

B. Habitat shall have failed, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations under the Construction Mortgage;

C. Habitat shall have sold, assigned, exchanged, mortgaged or otherwise transferred the Property or any portion thereof (other than the Construction Mortgage to secure the Construction Loan and the sale of the Units to Eligible Purchasers) or transferred its interests under this Agreement without the Town's prior written consent prior to the completion of the Project (as set forth more particularly in Section V(K);

D. There shall have issued any execution or attachment against Habitat or any of Habitat's property pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided Habitat is first provided an opportunity to cure the same within sixty (60) days unless extended by agreement of the parties; or

E. Habitat shall have filed a voluntary petition, or there shall have been filed against Habitat an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Habitat, or the filing by Habitat of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Habitat for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Habitat, and within one hundred twenty (120) days after the commencement of any such proceeding against Habitat, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of Habitat or of all or any part of Habitat's property, without the consent or acquiescence of Habitat, such appointment shall not have been vacated or otherwise discharged;

the Town shall have the right (i) to exercise its Right of Entry, if applicable, and/or (ii) to exercise any and all rights and remedies available to it, under law or in equity, including actions and proceedings to compel specific performance and money damages.

V. GENERAL PROVISIONS

A. Access: Habitat shall permit the Town or its agents to enter the Property, including, without limitation, the Units, at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides Habitat at least forty-eight (48) hours' prior notice thereof, except in the event of emergency, in which case notice shall be given as soon as practicable.

B. Compliance with Laws: Habitat shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

C. Development Costs: Habitat shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to develop the Project on the Land in compliance with all laws, ordinances, rules, regulations and codes applicable to the permitted use, and in including the Units in EOHLC's Subsidized Housing Inventory. The Town assumes no responsibility or obligation whatsoever for the development of the Property by Habitat, and Habitat hereby agrees to indemnify and hold the Town harmless from any loss or damage arising from the development of the Property.

D. Cooperation: The Town agrees to use reasonable efforts to assist Habitat in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Land or Property, but Habitat acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

E. Indemnification: Habitat agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, except to the extent that the same is caused by the negligence or willful misconduct of the Town or its employees or agents. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

F. Environmental: Habitat shall comply with all state and federal environmental laws and shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town arising from any release or threat of release of any hazardous materials which are placed, released or disposed on, in or under all or any portion of the Property on or after the date of this Agreement.

G. Costs of Enforcement: In the event that the Town successfully takes enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by Habitat, in addition to any other remedies to which the Town may be entitled, Habitat shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

H. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and Habitat, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

I. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified above or such other address as the respective parties may designate in writing:

J. Waiver: The failure on the part of Habitat or the Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Habitat or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

K. Restrictions on Transfers and Junior Encumbrances: Until the Project has been completed in accordance with this Agreement, Habitat shall not sell, assign, exchange, mortgage or otherwise transfer the Property or any portion thereof, other than the Construction Mortgage to secure the Construction Loan and the sale of the Units to Eligible Purchasers, or transfer its interests under this Agreement without the Town's prior written consent, which shall not be withheld unreasonably for any financing necessary to construct the Project. Any sale, assignment or other transfer of the Property or any portion thereof, whether before or after the completion of the Project, shall be subject to the terms of this Agreement, and the buyer, assignee or transferee shall assume Habitat's obligations under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void.

L. Limitation on Liability: Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.

M. Time of Essence: Time shall be of the essence hereof.

N. No Partnership: Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and Habitat or to make the Town an associate in any way of Habitat in the conduct of Habitat's business, nor shall the Town be liable for any debts incurred by Habitat in the conduct of Habitat's business.

O. No Brokers: Each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation therefor.

P. Headings and Captions for Convenience Only: The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

Q. Term of Agreement: This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years. Notwithstanding the foregoing, this Agreement shall terminate upon the sale of all of the Units to Eligible Purchasers and the recording of Deed Riders with the deeds to the Units and Certificate(s) of Compliance signed by the Town.

R. Binding: The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

S. Entire Agreement of Parties; No Oral Agreement: There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

T. Governing Law: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

U. Recording: Upon execution, Habitat shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and Habitat shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, Habitat

shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this Agreement. The Agreement shall be recorded prior to the recording of any mortgages.

[Signature Page Follows]

WITNESS the above execution hereof under seal as of the day and year first above written.

**Franklin Hampshire Habitat
For Humanity, Inc.**

**Town of Montague,
By Its Selectboard**

By: _____
Name: Megan McDonough
Title: Executive Director

Richard Kuklewicz, Chair

Marina Goldman, Vice Chair

Nathanael Card Schiffbauer, Clerk

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of November, 2026, before me, the undersigned notary public, personally appeared _____, member of the Town of Montague Selectboard, as aforesaid, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she/they signed the foregoing instrument on behalf of said Town of Montague.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

On this ____ day of November, 2026, before me, the undersigned Notary Public, personally appeared Megan McDonough, Executive Director of Franklin Hampshire Habitat for Humanity, Inc., who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: