

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT**

FRANKLIN, ss.

**FRANKLIN SUPERIOR COURT
CASE NO.: 2678CV00056**

**DEBORAH SNOW and
BARBARA WHITE,
Plaintiffs**

v.

**TOWN OF MONTAGUE,
Defendant**

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**PLAINTIFFS' REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFFS'
EMERGENCY MOTION FOR INJUNCTIVE RELIEF**

Now come the Plaintiffs, by and through counsel, and hereby reply to the Defendant's Opposition. In Reply, the Plaintiffs reply on the following facts and statements of law:

- I. Plaintiffs deny all of the Defendant's specious claims regarding any unreasonable delay in bringing the instant Motion. The Defendant's allegations of delay and "bad faith" are not supported by the facts. Nor are they supported by the source documents relied upon in Defendant's Opposition.

The Defendant's Opposition suggests that the project at the heart of Plaintiffs' Complaint and Motion has been in the works for years. That is not true. While the Town of Montague ("the Town") has been engaged in the "Complete Streets" program since 2017, the particular construction project at issue in the instant case (the closing of the end of North Street in front of the Plaintiffs' home) was only first conceived as a proposal in December 2025, and it was only first made public as a proposal (not a firm plan) in January 2026.

At all times prior to January 2026, the only proposed change to the roadway directly in front of the Plaintiffs' home was the design depicted in the drawing made by "vhb" engineers, labeled Sheet 2 of 4, Complete Streets, Montague MA, draft 9-26-24, attached hereto as Ex. 1 (the "vhb drawing").

That drawing (Ex. 1) depicts the creation of an "island" in the existing roadway, to replace what is currently a paved area at the intersection of North Street and Main Street in Montague Center. The vhb drawing also depicts the creation of a new intersection of North and Main Street, at a roughly ninety degree angle. It does not show, or propose, or contemplate, the complete closure of the portion of North Street that runs in front of the Plaintiffs' home.

The vhb design was the plan that was in place at the time that the Town of Montague was awarded the Complete Streets Grant from the Massachusetts Department of Transportation (“DOT”). See Ex. 1-D of Defendant’s Opposition, attached hereto as Ex. 2.

For some unknown reason, after the DOT award was made, the Town proposed a new, “draft” plan that represented a much more radical change to the subject location. The Town made these revisions known for the very first time in connection with a January 5, 2026 Selectboard meeting, and thereafter allowed one week for input from citizens. “[Assistant Town Administrator] Nolan-Zeller and [Town Administrator] Ramsey would like to solicit community feedback between now [January 5] and January 12.” Minutes for the January 5, 2026 Montague Selectboard Meeting, attached hereto as Ex. 3.

At the subsequent Selectboard meeting on January 12, 2026, public speakers were uniformly critical of the Plan. Ex. 4, Minutes of Montague Selectboard Meeting Monday January 12, 2026. The January 12, 2026 Minutes note that the Town employee in charge of the project, Mr. Nolan-Zeller, stated, “what we have now are some draft engineering documents.” *Id.* In other words, this was not a final, agreed-upon plan.

As noted by Mr. Nolan-Zeller in ¶ 29 of his Affidavit (submitted as Ex. 1 to the Defendant’s Opposition), one of the Plaintiffs, Ms. White, contacted him in early January about this proposal. A meeting between the Plaintiffs and Mr. Nolan-Zeller was arranged on January 21, 2026. Mr. Nolan-Zeller went to the property but, after receiving no answer to his cell phone call, he left without knocking on the door or ringing the doorbell.

Mr. Nolan-Zeller then sent an email to the Plaintiffs on January 22, 2026 saying, *inter alia*, “I understand you’ll be travelling soon, so there’s no rush to connect right away.” See, Defendant’s Opposition at Ex. 1-G.

To recap, there was a draft, i.e., unfinalized, new proposal, and the Town’s message to the Plaintiffs was, “there’s no rush to connect right away.” Now, trying to paint a very different picture, Mr. Nolan-Zeller says that after his January 22 email, “The Plaintiffs did not respond to me.” *Id.*

There were no further public announcements about this project until July 2026. The public stance remained, “what we have now are some draft engineering documents.” Ex. 4. Nonetheless, the Plaintiffs inquired again in June 2026.

On June 21, 2026, Ms. White took the initiative to send an email to the Town’s Planning Director, Maureen Pollock. Ms. White asked to meet at Town Hall “to view plan, ask specific questions and be clear about impact.” Ms. White continued, “We were not in support of these changes so it is important to us to be clear about all of these coming changes before the road work begins.” Email from Barbara White to Maureen Pollock dated June 21, 2026, attached hereto as Ex. 5 (and also submitted by Defendant in Opposition as part of Ex. 1-H).

Four days later, on June 25, 2026, Mr. Nolan-Zeller replied to Ms. White’s message saying, “I will unfortunately be out of the office for the next two weeks, but once I return on 7/13

I'd be happy to discuss any questions you may have. We have not yet entered into a construction contract, but expect to do so in July." Nolan-Zeller email, as part of Ex. 5. Once again, the Plaintiffs were given the message 'this can wait for three weeks, and there's no contract yet.'

But in Mr. Nolan-Zeller's Affidavit, he avers that after his email on June 25, once again, "The Plaintiffs did not respond to me." Nolan-Zeller Affidavit, Ex. 1 to Defendant's Opposition, at ¶ 32. He says this even though he told the Plaintiffs that they couldn't talk with him from June 25 through July 13th.

Even though the Town was saying that they were unavailable to talk for nearly three weeks, and that there was no construction contract in place, the Plaintiffs did in fact respond to Mr. Nolan-Zeller. Ms. White's response by email on June 27, 2026 made it very clear that the Plaintiffs did not understand the technical drawings that were sent to them. Ms. White said "engineers can understand this I'm sure but not me." Ex. 5.

When Mr. Nolan-Zeller returned from vacation in mid-July 2026 and finally met with the Plaintiffs, he told the Plaintiffs that these "draft" plans were now final, and not susceptible to change. No announcement had been made to the public.

Ms. White called again in late July and asked to see a visual representation of the plan that was understandable to the Plaintiffs. Mr. Nolan-Zeller sent another copy of the engineering plan. He also asked for any additional questions to be posed in writing. This email and attachment accompanies Defendant's Opposition at Ex. 1-I (not I-H, as stated in the Nolan-Zeller Affidavit at ¶ 37).

In early August, the Plaintiffs retained counsel. After the Town stated that it refused to provide answers to additional questions about the project on August 18, 2026 (See Ex. 6, letter from counsel dated August 12, 2026 and email reply dated August 18, 2026) the Plaintiffs were left with no recourse but to file suit and seek injunctive relief. Those pleadings were filed less than a week later, on August 24, 2026. There is absolutely no support for the contention that the Plaintiffs have been dilatory in pursuit of their rights as citizens of the Town.

II. The Plaintiffs likelihood of success on the merits.

The Town asserts three arguments against the Plaintiffs' underlying Complaint. The Town claims that the Plaintiffs must fail because: a) they do not have a right to have the streets remain the same in perpetuity; b) the project does not discontinue the street; and c) they received notice.

In reply, the Plaintiffs say:

- a) There is no such claim being made by the Plaintiffs. The Defendant is imaginatively extrapolating from the Plaintiffs actual complaint, which only seeks to have the Town follow the proper, statutorily-required procedures before carrying out this project – specifically as it relates to the discontinuance of the portion of North Street in front of

the Plaintiffs' home. Nowhere do the Plaintiffs assert that they are entitled to a certain configuration in perpetuity.

On the other hand, the Plaintiffs do claim that the Town must follow the proper procedures before doing the proposed work. For example, strict compliance with the statutory provisions of G.L. c. 82, § 22, is required when laying out, relocating or altering a Town way. G.L. c. 82, § 22; *Loriol v. Keene*, 343 Mass. 358, 361 (1961). These are important "safeguards of individual rights against inconsiderate or capricious action on the part of municipal authorities . . ." *Loriol*, 343 Mass. at 361.

The Plaintiffs' Complaint seeks a declaration that these procedures must be followed in this case; there is no claim for a static roadway in perpetuity.

- b) The Town also argues there is no discontinuance of a portion of the roadway. Yet, the re-routing of a public way, to the exclusion of other land that was previously designated a part of the way, is a discontinuance. *Inhabitants of Cohasset v. Moors*, 204 Mass. 173 (1910).

In this case, the Town asserts that because they didn't follow the proper procedures required for a discontinuance (approval by Town Meeting), then it isn't a discontinuance. The proposed project adds a 31 foot length of additional driveway to the front of the Plaintiffs' home, and, according to the Town, that entire 31 feet of driveway shall remain open to crossing vehicular traffic as the Plaintiffs try to enter and leave their property. It makes no practical sense. Either the section of North Street in front of the Plaintiffs' home is being discontinued, or the Town is deliberately putting the safety of both the Plaintiffs and all other users of the "way," at grave risk.

This is, in reality, a discontinuance, and the Town must follow the proper procedure, i.e., a vote at Town Meeting.

- c) In reply to the Town's claim that the Plaintiffs got all the notice that they needed, Plaintiffs say please refer to the facts and timeline outlined in Section I of Plaintiffs' Reply. There is a documented history of equivocation about the status of this particular part of Complete Streets project, and the requirements of G.L. 82, § 22 have not been met.

III. The Plaintiffs will suffer irreparable harm if injunctive relief is not granted, and the balancing of the potential harms favors the Plaintiffs.

The Town invokes numerous cases on land use that involve claims of Eminent Domain. Yet, the Plaintiffs' claims are not for damages under the Eminent Domain statutes. Again, the Plaintiffs seek only to protect their valuable rights to forestall "inconsiderate or capricious action on the part of municipal authorities" when those authorities do not comply with statutory requirements. *Loriol*, 343 Mass. at 361.

This is not a harm to the Plaintiffs that can be redressed at a later date through an action for money damages.

Moreover, the balancing of potential harms favors the Plaintiff. Despite the Town's lament that a nearly \$500,000.00 DOT grant is at risk, the truth is that the small portion of the project at issue in the case is only a small fraction of the work that is to be done under this grant. This action does not threaten the entire grant, and the Town knows that. More importantly, there is an easy, and presumably low-cost solution available to the Town.

The original concept for the intersection in question, depicted in the vhb plan (Ex. 1) can be substituted for the revised plan designed by Bowman. There would be no need to build an additional 31 feet of driveway, and presumably the savings realized from that change would offset any upcharge for additional curbs and signage, if any. The Project can proceed with the vhb plan, on schedule, and within the budget. The objectives of the Project would still be met, by adding additional green space and changing the traffic flow to improve speed control.

In summary, the Plaintiffs do not come to Court with unclean hands, they have a likelihood of success on the merits, there is no adequate remedy at law available to redress the potential harm, and balancing of the potential harms favors the Plaintiffs. For all of these reasons, Plaintiffs' Motion for Injunctive Relief should be allowed.

The Plaintiffs
By their attorney,

/s/ John D. McNally /s/
John D. McNally
jmcnally@mcnallylawoffice.com
17 New South Street, Suite 202
Northampton, MA 01060
Telephone: (413) 586-3030
Fax: (413) 586-3080
BBO No.: 568144

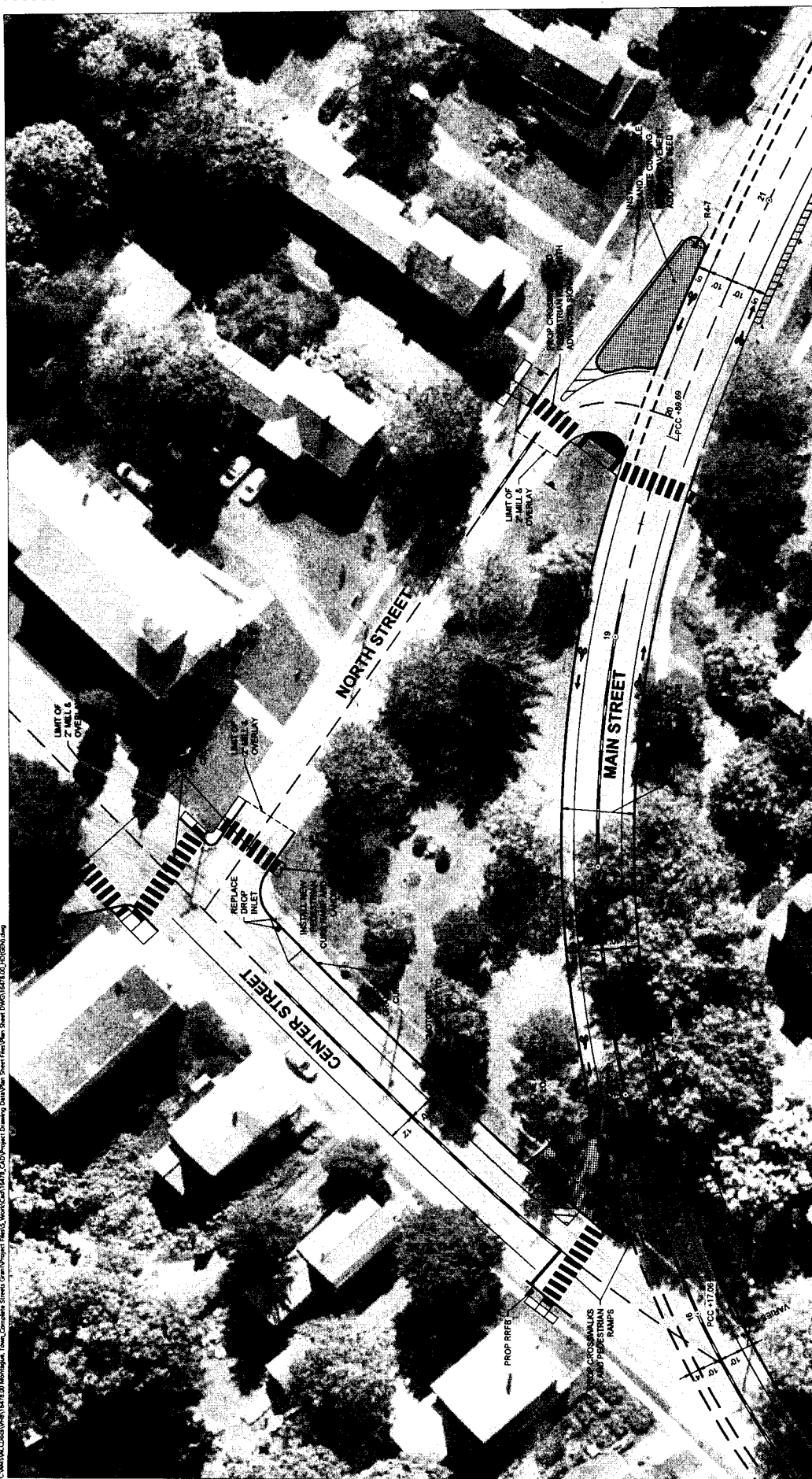
CERTIFICATE OF SERVICE

I, John D. McNally, do hereby certify that on the 21st day of September, 2026, I served the foregoing by electronically mailing the same to:

Gregg J. Corbo, Esq.
Hayley A. Reifeiss, Esq.
KP Law, P.C.
Town Counsel
101 Arch Street, 12th Floor
Boston, MA 02110-1109

/s/ John D. McNally
John D. McNally

EXHIBIT 1



SHEET 2 OF 4
COMPLETE STREETS
MONTAGUE, MA

DRAFT 9-26-2024

EXHIBIT 2



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO

massDOT
Massachusetts Department of Transportation

AGREEMENT
NOTICE TO PROCEED

April 8, 2025

Town of Montague
1 Avenue A
Turners Falls, MA 01376

Agreement Number: 129616
Action Item #: 39
Action Item Date: April 2, 2025

Dear Maureen Pollock:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation.

This agreement is relative to the Complete Streets Tier 3 Construction Agreement in Montague.

In accordance with the terms of this agreement, you are hereby notified to commence work on March 31, 2025. The work is scheduled to be completed on December 31, 2026.

Thank you,

Anna Dolata

Anna Dolata
Director of Contracts & Records

AD/lr

cc:

Fiscal
Contracts & Records

E-Mail:

K. Rebelo
E. Bates
P. Litchfield
M. Pollock



MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Montague (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation	
Legal Address: (W-9, W-4, T&C): 1 Avenue A, Turners Falls, MA 01376		MMARS Department Code: DOT	
Contract Manager: Maureen Pollock		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
E-Mail: mpollock@montague-ma.gov		Billing Address (if different):	
Phone:		Contract Manager: Lyriss Liautaud, P.E.	
Fax:		E-Mail: lyriss.liautaud@dot.state.ma.us	
Contractor Vendor Code: VC6000191883		Phone: 617-202-1312	
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		Fax:	
MMARS Doc ID(s): INTF00X02025A0129616		RFR/Procurement or Other ID Number: CH383Acts2020	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☐ Department Procurement (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget) ☒ Other Procurement Exception: (Attach authorizing language/justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: , 20 Enter Amendment Amount: \$ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding ☐ MassDOT TERMS AND CONDITIONS ☐ MassDOT IT TERMS AND CONDITIONS			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. ☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>499,682.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (<u>G.L.c. 29, § 23A</u>); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Agreement (Number 129616) is between MassDOT and the Town of Montague which is participating in the Complete Streets Tier 3 Construction Agreement (Tier 3).			
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN Does the Supplier Diversity Program apply? ☒ Yes ☐ No If YES, the Contractor's annual SDP commitment for this Contract is _____ If NO, enter the appropriate exemption. Procurement not subject to 801 CMR 21.00 _____			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☐ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>12/31, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> . Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>3-13-25</u> (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Richard J. Kukulawicz</u> Print Title: <u>Selectboard Chair</u>		AUTHORIZING SIGNATURE FOR MassDOT: X: <u>[Signature]</u> Date: <u>3/31/25</u> (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Carrie Lavallee, P.E.</u> Print Title: <u>Chief Engineer</u>	



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

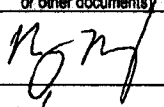
**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)**

Contractor Legal Name Town of Montague	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number) VC8000191893
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

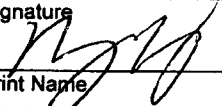
There are three types of electronic signatures that will be accepted on this form: 1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign. Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Richard J. Kuklewicz		Selectboard Chair	413-863-3200	RichardK@montague-ma.gov
Walter Ramsey		Town Administrator	413-863-3200	WalterR@montague-ma.gov

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature 	Date 3-13-2025
Print Name Richard J. Kuklewicz	Phone Number 413-863-3200
Title Selectboard Chair	Email Address RichardK@montague-ma.gov

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator

mass
DOT15
Highway

January 14, 2025

Maureen Pollock
Town Planner
1 Avenue A
Montague, MA 01376

Via email: mpollock@montague-ma.gov

Dear Maureen Pollock:

Thank you for your Tier 3 submission to the Compete Streets Funding Program during Round 2 of the Fiscal Year 2025 application solicitation. We received many applications and had a very competitive application pool from which to select. I am pleased to notify you that Montague's application has been approved for \$499,682.80.

Awarded municipalities will enter into a contract with MassDOT for the completion of approved work. A member of the Community Grants Group will reach out shortly to gather all necessary information to begin the contracting process. It is anticipated that the Notice to Proceed (NTP) will be issued by April 1, 2025, and the deadline for construction will be December 31, 2026. MassDOT-funded work may not proceed until the NTP is issued.

Please note that as detailed in the Program Guidance, design is not an eligible grant cost. Design work for this project may begin at any time and must be completed by a MassDOT Prequalified Contractor. Construction funds awarded through this program are paid via the reimbursement of approved costs. Reimbursement requests are processed by your District State Aid Engineer in the same manner as Chapter 90 projects on Grant Central.

Please email CompleteStreetsProgram@dot.state.ma.us with questions related to this award. Thank you for your commitment to improving safety, access, and mobility for all roadway users in your community and for your participation in the Complete Streets Funding Program. MassDOT looks forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan L. Gulliver".

Jonathan L. Gulliver
Highway Administrator

cc: Kristen Rebelo, MassDOT Community Grants Program Administrator
Patricia Leavenworth, MassDOT District 2 Highway Director
Walter Ramsey, Montague Town Administrator

EXHIBIT 3

**MONTAGUE SELECTBOARD MEETING
1 Avenue A, Turners Falls and VIA ZOOM
Monday, January 5, 2026 at 6:30 PM**

Meeting was opened at 6:30 PM. Present were Selectboard members Matt Lord, Rich Kuklewicz, and Marina Goldman; Town Administrator Walter Ramsey; Assistant Town Administrator Chris Nolan-Zeller; Executive Assistant Fern Smith; DPW Superintendent Sam Urkiel; and Board of Health Chair Melanie Zamojski.

Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

Approve Minutes: Selectboard Meeting December 8, 15, and 22, 2025, if available

Goldman makes the motion to approve the minutes of December 8, 15, and 22, 2025. Seconded by Kuklewicz, unanimously approved. Goldman - Aye, Kuklewicz - Aye, Lord - Aye

Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

Personnel Board

Sam Urkiel, DPW Superintendent

Appoint Brandin Coates to DPW Groundskeeper effective 1/5/2026, Grade G, Step 1 at \$23.58/hr

Kuklewicz makes the motion to appoint Brandin Coates to DPW Groundskeeper effective 1/5/2026, Grade G, Step 1 at \$23.58/hr. Seconded by Goldman, unanimously approved. Kuklewicz - Aye, Goldman - Aye, Lord - Aye

Licenses

Request from Joshua Breitner, Cocina Lupita, LLC for Entertainment License at 125 Avenue A for DJ/Dance Events twice monthly on Friday or Saturday night from 7:00 PM to 9:30 PM

Kuklewicz makes the motion to approve request by Joshua Breitner, Cocina Lupita, LLC for Entertainment License at 125 Avenue A for DJ/Dance Events twice monthly on Friday or Saturday night from 7:00 PM to 9:30 PM. Seconded by Kuklewicz, unanimously approved. Goldman - Aye, Kuklewicz - Aye, Lord - Aye

Assistant Town Administrator's Business

- **Authorize Change Order #3 with Associated Construction Company for Clean Water Facility Screw Pump Project. Change Order value is \$3,685.34 to be funded with project contingency**
Kuklewicz makes the motion to authorize Change Order #3 with Associated Construction Company for the Clean Water Facility Screw Pump Project; Change Order value is \$3,685.34 to be funded with project contingency. Seconded by Kuklewicz, unanimously approved. Goldman - Aye, Kuklewicz - Aye, Lord - Aye
- **Request authorization to apply for Municipal Small Bridge construction funding from Massachusetts Department of Transportation (Mass DOT) for Swamp Road Bridge over Goddard Brook**
Lord makes the motion to authorize the Assistant Town Administrator to apply for the Municipal Small Bridge construction funding from Massachusetts Department of Transportation for Swamp Road Bridge over Goddard Brook. Seconded by Kuklewicz, unanimously approved. Lord - Aye, Kuklewicz - Aye, Goldman - Aye
- **Update on Montague Center Complete Streets Project Design**
 - Bowman is reworking the intersections where Main Street meets Center Street and where Main Street meets North Street to be more 90-degree-angle intersections.
 - Changes have also been made to the stormwater management design.
 - Nolan-Zeller and Ramsey would like to solicit community feedback between now and January 12.
 - Representatives from Bowman will be attending the January 12 Selectboard meeting.
 - Discussion:
 - In response to a question by a resident regarding safety, Nolan-Zeller states that the DPW is exploring some interim solutions (i.e., crosswalk signs).
 - In response to a question by a resident, Nolan-Zeller clarifies that Mass DOT has a separate program that allows municipalities to install a certain number of RRFBs (rectangular rapid flashing beacons).
 - In response to a question by Jeff Singleton, Nolan-Zeller clarifies that there was one less RRFB than there was in the recent design.
- **Other Project Updates**
 - The First Street site clean-up is moving forward.
 - There will be some staking going on in the Hill Neighborhood of Turners Falls related to the Municipal Vulnerability Preparedness Program.

Town Administrator's Business

- **Letter of Support for Special Legislation for Six Town Regionalization Special Election**

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, January 5, 2026 at 6:30 PM

Lord makes the motion to send a Letter of Support for Special Legislation for the Six Town Regionalization Special Election. Seconded by Goldman, unanimously approved. Lord - Aye, Goldman - Aye, Kuklewicz - Aye

• **Topics not anticipated in the 48-hour posting**

- The sink hole at 42 Canal has been filled in.
- There will be a pinning ceremony for Chief Jason Haskins this Thursday at 5:30 at the Turners Falls High School.
- Due to the Martin Luther King Holiday, there will be no meeting on January 19. We may have a meeting on Tuesday, the 20th.
- There is a joint meeting between the Financial Committee and the Selectboard this Wednesday to discuss the budgets for the DPW and the Treasurer/Collector's Office.
- Ramsey states that we are not seeing the need for a Winter Special Town Meeting right now. The Selectboard agrees to let Ramey update the budget calendar and remove the Winter Special Town Meeting.
- Ramsey put a page on the website on the FY27 budget planning guide.
- We are closely monitoring the snow and ice budget as the season started earlier than we thought it would.

Next Meeting:

Selectboard Meeting: Monday, January 12, 2026, at 6:00 PM via ZOOM

Kuklewicz makes the motion to adjourn the meeting. Seconded by Goldman, unanimously approved. Kuklewicz - Aye, Goldman - Aye, Lord - Aye

EXHIBIT 4

**MONTAGUE SELECTBOARD MEETING
VIA ZOOM**

Monday, January 12, 2026 at 6:00 PM

Meeting was opened at 6:00 PM. Present were Selectboard members Matt Lord and Marina Goldman; Town Administrator Walter Ramsey; Assistant Town Administrator Chris Nolan-Zeller; CWF Superintendent Chelsey Little

Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken

Approve Minutes: Selectboard Meeting, January 5, 2026, if available

Goldman makes the motion to approve the Minutes for the Selectboard Meeting of January 5, 2026. Seconded by Lord, unanimously approved. Goldman - Aye, Lord - Aye.

Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment

In response to a question by resident Lizbeth Irving, Lord suggested she contact a member of the Capital Improvements Committee (i.e., Greg Garrison or Ariel Elan).

Chelsey Little, Sewer Commission

- **Abatement request for 17 Hillside Avenue, Turners Falls**
Lord makes the motion to abate the 2nd half FY23, full year FY24, full year FY25, and 1st half of FY26 sewer bills for 17 Hillside Avenue, Turners Falls. Seconded by Goldman, unanimously approved. Lord - Aye, Goldman - Aye
- **Mechanic position request update**
Chelsey summarizes the Mechanic position maintenance responsibilities (Pump Station Check Valve Rehab, Hose and Pump Trailer, Aeration Tank Slide Gates, Plant Dehumidifier, Chlorine Contact Tank Valve, Pump Compressor Rehab).
- **Screw Pump Project Update**
 - Little states that they were able to commission the Screw Pumps during the week of December 15. Everything went smoothly.
 - They had to have their bypass pumping set up for the next two to three weeks.
 - The engineers did a final walk-through and came up with punch-list items for the contractor.
 - US CARD is currently working on closing out the agency loan and releasing the grant funds for the Town.
 - The project has come in within the budget.
- **Permit summary for November and December 2025**
Little summarizes the Permit summary for November and December 2025. Everything looks good.

Montague Center Complete Streets Public Information Session

- Nolan-Zeller gives some background on the Montague Center Complete Streets Program.
- Bowman representative Paul Furgal summarizes the project.
- In response to a concern expressed by a resident:
 - Furgal states that the location of the two speed tables were previously located at an earlier phase based on the previous phase coordination that had taken place. He states that drainage concerns were factored into determining the locations of the speed tables.
 - Nolan-Zeller adds that the locations were thought to be advantageous due to the fact that they're on a straightaway in the heart of the downtown corridor.
- In response to a question by resident Sage Winter, Furgal states that shared-use paths are more expensive. The project was limited to a half-a-million-dollar grant.
- Winter makes some recommendations to the design (i.e., extending curbs, connecting pathways, addressing gratings at drainage locations, and extending a trench drain). Furgal states that these are things that can be discussed with the Town officials.
- In response to concerns expressed by a resident, Furgal states that a pair of rapid-flashing beacons will be placed at the Main Street and Center Street crossing, and a regular cross walk sign will be placed at a location further south. Adding a raised crosswalk further north on Main Street would need to be addressed by the Town officials.
- In response to a question by resident Geordie Morris, Furgal states that typically with their projects, wording is included in the contract to make sure homeowners and abutters will be made aware of what potential disturbance they may be in the vicinities.
- Elan states that she thinks the entire design should be "scrapped" because it's not addressing the major problem:
 - Cars start to speed up at the railroad, barrel around the Book Mill, and barrel through the village center. The real hazard is coming from the north.
 - Speed bumps should be put up as far north as possible.

**MONTAGUE SELECTBOARD MEETING
VIA ZOOM**

Monday, January 12, 2026 at 6:00 PM

- With regard to raising crosswalks, by the time someone is slowing down at the crosswalk, they are hitting someone on the crosswalk. She feels the right solution is putting a warning mid-way down the block that there is going to be a speed bump (as they do in Amherst).
- In response to a question by a resident, Nolan-Zeller states that what we have now are some draft engineering documents. The goal of this exercise is to take the comments received, look into them, then make adjustments if possible. This same resident feels that we need fewer raised crosswalks and more speed tables to slow down traffic. She also expresses dismay about "sign pollution."
- In response to a comment by a resident, Furgal states that determining whether another speed table is needed can be re-evaluated.
- A resident suggests scrapping all the intersectional alignments around the corner and putting the money into a speed bump on the north end of the common.
- Lord states that before the bridge was out, plenty of 18-wheelers used Center Street as a cut-through. Once the bridge is back, this design would make more sense for Center Street.

Town Administrator's Business

- **Fiscal Year 2027 Budget Development Updates**
The only budget update is that Ramsey, Goldman, and Urkiel are trying to come up with a more sustainable solution for how to manage the planters.
- **FRCOG Requests for 2026 District Local Technical Assistance**
Goldman makes the motion to advance to FRCOG our top three priorities for the District Local Technical Assistance as ambulance regionalization, engagement with regional dispatch study, and support for the Downtown Coordinator position. Seconded by Lord, unanimously approved. Goldman - Aye, Lord - Aye
- **Receipt of Letter of Intent from Montague Community Cable, Inc. to continue providing PEG Cable Services.**
Current agreement expires June 30, 2026
Ramsey shares that we received a Letter of Intent from Montague Community Cable, Inc. to continue providing PEG Cable Services. With the Selectboard's approval, Ramsey will draft up an agreement with MCTV.

Next Meeting:

Selectboard Meeting: Tuesday, January 20, 2026 at 6:30 PM via ZOOM - Tentative
Selectboard Meeting: Monday, January 26, 2026 at 6:30 PM via ZOOM

Goldman makes the motion to adjourn the meeting. Seconded by Lord, unanimously approved. Goldman - Aye, Lord - Aye

EXHIBIT 5

Attorney John McNally

From: Barbara White <beloki1943@gmail.com>
Sent: Saturday, September 19, 2026 10:15 AM
To: Attorney John McNally
Subject: Fwd: How construction will impact our property

----- Forwarded message -----

From: **Barbara White** <beloki1943@gmail.com>
Date: Sat, Jun 27, 2026 at 11:38 AM
Subject: Re: How construction will impact our property
To: Chris Nolan-Zeller <ChrisN@montague-ma.gov>

Chris, thanks for your response. I reviewed the plans but it is unclear to me where exactly our property is located- engineers can understand this I'm sure but not me. We are concerned about where signs, crosswalks and flashing lights might be planned that would impact our property. Pl be in touch when you return. We'd like to talk with you in person.

Sent from my iPhone

On Jun 25, 2026, at 5:32 PM, Chris Nolan-Zeller <ChrisN@montague-ma.gov> wrote:

Good afternoon Barbara,

I received your message below from Maureen. Please see attached for the project plans.

I will unfortunately be out of the office for the next 2 weeks, but once I return on 7/13 I'd be happy to discuss any questions you may have. We have not yet entered into a construction contract, but expect to do so in July.

Thank you,

Chris Nolan-Zeller

Assistant Town Administrator

Town of Montague

1 Avenue A

Turners Falls, MA 01376

(413) 863-3200 x109

From: Barbara White <beloki1943@gmail.com>
Sent: Sunday, June 21, 2026 2:26 PM
To: Maureen Pollock <mpollock@montague-ma.gov>
Subject: How construction will impact our property

Hi , we just read email regarding Montague Center Street project - construction beginning end of July. We would like to come to Town Hall and view plan, ask specific questions and be clear about impact. We were not in support of these changes so it is important to us to be clear about all of these coming changes before the road work begins. Thank you. Please contact us with time we can do this with you. Ph: 413-230-4485. Thx. Barbara & Deborah 39 main st

<312671-PLAN_SET_STAMPED (1).pdf>

EXHIBIT 6

Attorney John McNally

From: Chris Nolan-Zeller <ChrisN@montague-ma.gov>
Sent: Tuesday, August 18, 2026 5:13 PM
To: Jessica Manzi; Walter Ramsey
Cc: Attorney John McNally; Deborah Snow
Subject: RE: 39 Main Street, Montague, MA
Attachments: RE_Response in Writing -Montague Center Street Project.pdf

Good afternoon,

Please see attached for a message that was sent via email to the residents of 39 Main Street on August 5, 2026. The Town has no further information to provide at this time.

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

From: Jessica Manzi <jviecelli@mcnallylawoffice.com>
Sent: Wednesday, August 12, 2026 4:44 PM
To: Walter Ramsey <WalterR@montague-ma.gov>; Chris Nolan-Zeller <ChrisN@montague-ma.gov>
Cc: Attorney John McNally <jmcnally@mcnallylawoffice.com>; Deborah Snow <barbdeb39@gmail.com>
Subject: 39 Main Street, Montague, MA
Importance: High

Good afternoon,

Attached please find correspondence from Attorney John McNally who represents the homeowners at 39 Main Street, Montague, Massachusetts, with some questions regarding the Complete Streets program property alterations.

Thank you for your attention.

Sincerely,

Jessica Manzi, C.P., D.B.A.
Paralegal
John D. McNally, P.C.
17 New South Street, Suite #202
Northampton, MA 01060
Telephone: 413-586-3030
Facsimile: 413-586-3080

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JOHN D. McNALLY, P.C.
ATTORNEY AT LAW
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NORTHAMPTON, MA 01060
TELEPHONE: 413-586-3030
TELEFAX: 413-586-3080
jmcnally@mcnallylawoffice.com
ADMITTED IN MA AND CT

August 12, 2026

VIA EMAIL ONLY

Walter Ramsey - WalterR@montague-ma.gov
Town Administrator
Montague, MA

Chris Nolan-Zeller - ChrisN@montague-ma.gov
Assistant Town Administrator
Montague, MA

Dear Mr. Ramsey and Mr. Nolan-Zeller:

I am writing in connection with the serious, and urgent, concerns of my clients Deborah Snow and Barbara White. My clients have lived at 39 Main Street, Montague Center, since 2019.

Very recently, they have learned of a plan under the Complete Streets program that will change their property, and their egress from their property, in a very dramatic fashion. As you know, the current plan involves blocking off the portion of North Street at the front of 39 Main Street. The project will add a certain area of "greenspace" to the front of 39 Main Street, and an extension of my clients' driveway of about 31 feet. The result of this change would be to have the homeowner's exiting their property only by means of turning directly on to Main Street.

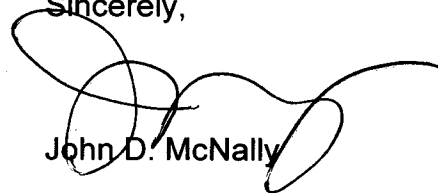
I tried unsuccessfully to reach both of you by telephone today to pose the following questions about this project:

1. When was the plan (as described above, affecting 39 Main Street) finalized?
2. When was the current plan (re: 39 Main Street) made known to:
 - a. Montague residents
 - b. The homeowners of 39 Main Street
3. Was this aspect of the plan ever approved by the Select Board, and if so, when?

4. Who will own the additional greenspace, and the additional "driveway" (the "changed areas") at the front of 39 Main Street after the project is completed?
5. Who will maintain these changed areas? And how?
6. Who will have access to the changed areas? Will the public have access?
7. Will there be a legal conveyance of an easement for use of the changed areas by the owners of 39 Main Street?
8. What assurances do the homeowners (or any future owners) have that they will have access through the changed areas, and access to the residence?
9. Will the homeowners/future owner have sufficient frontage to comply with zoning requirements if there is a need to re-build the residence?
10. What will happen to the mailbox presently located at the front of the homeowners' lot?

Please respond as soon as possible, as my clients have been told that this project will commence very soon. I'm sure you can appreciate the great degree of uncertainty and insecurity that your residents are feeling in light of all of these unanswered questions.

Sincerely,



John D. McNally

JDM/jvm

cc: Deborah Snow and Barbara White