



City Council AGENDA

Monday, May 4, 2026 - 7:00 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

- A. ROLL CALL
- B. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
- C. CITIZEN'S SPEAK TIME
- D. MINUTES
 - 1) Regular Council Meeting – **April 21, 2026**
- E. DECLARATION OF COUNCIL PRESIDENT
- F. PRESENTATION OF RESOLUTIONS
 - 1) **TR-2026-16** - A Resolution authorizing the adoption of Orders of Taking for the Intersection Improvement Project at Cooper Street, Suffield Street and Rowley Street under the authority of Massachusetts General Laws Chapter 40 §14 and Chapter 79 for the purpose of reconstructing the intersection of Cooper Street, Suffield Street and Rowley Street (Sponsored by Mayor Johnson) (**Tabled 4/21/26**)
 - 2) **TR-2026-28** - A Resolution relative to the approval of the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland (Sponsored by Mayor Johnson) (**Referred to Community Relations Committee**)
 - 3) **TR-2026-29** - A Resolution Supporting House Bill 5290 and Senate Bill 2285 which establishes "One Touch Make Ready Applications" in the Commonwealth of Massachusetts (Sponsored by Councilors Hendrickson, Sandlin, and Borgatti) (**Referred to Community Relations Committee**)
 - 4) **TR-2026-30** - A Resolution to appropriate funds for the successor collective bargaining agreement by and between the Agawam Department of Public Works Employees' Association and the Town of Agawam (Sponsored by Mayor Johnson)
- G. ELECTIONS
- H. PUBLIC HEARINGS

- 1) **(PH-2026-4) TR-2026-20** - A Resolution adopting the Fiscal Year 2027 to Fiscal Year 2031 Capital Improvement Plan (Sponsored by Mayor Johnson)
- 2) **(PH-2026-5) ZC-2026-2** - Petition for zone change by Charlie's Garden Park, L.L.C. for property located at 1399 Suffield Street, Agawam, Hampden County, Massachusetts (Assessor Parcel I3-2-7) and property known as Parcel 2 Suffield Street, Agawam, Hampden County, Massachusetts (Assessor Parcel I3-2-31) **(Referred to Legislative Committee) –Public Hearing Date set for May 18, 2026**

I. OLD BUSINESS

- 1) **TO-2026-5** - Budgetary Transfer of \$69,195.00 from Salary Reserve accounts to various Department of Public Works accounts

J. NEW BUSINESS

- 1) **TR-2026-31** - A Resolution relative to the approval of an Inter-Municipal Agreement between the City of Agawam and The Town of Southwick regarding the Polverari/Southwick Animal Control Facility (Sponsored by Mayor Johnson)
- 2) **TR-2026-32** - A Resolution Authorizing the Mayor to enter into Lease Agreements with Solect Energy Development LLC for the construction, operation and maintenance of solar powered electric generating projects at: Agawam High School, 760 Cooper Street, Agawam, MA; Agawam Public Library, 750 Cooper Street, Agawam, MA; Benjamin J. Phelps School, 689 Main Street, Agawam, MA; James Clark School, 65 Oxford Street, Agawam, MA; Clifford M. Granger School, 31 So. Westfield Street, Agawam, MA; William P. Sapelli School, 65 Begley Street, Agawam, MA (Sponsored by Mayor Johnson)
- 3) **TR-2026-33** - A Resolution authorizing the Mayor to enter into Power Purchase Agreement with Solect Energy Development LLC to purchase the electric energy produced by solar powered electric generating projects at: Agawam High School, 760 Cooper Street, Agawam, MA; Agawam Public Library, 750 Cooper Street, Agawam, MA; Benjamin J. Phelps School, 689 Main Street, Agawam, MA; James Clark School, 65 Oxford Street, Agawam, MA; Clifford M. Granger School, 31 So. Westfield Street, Agawam, MA; William P. Sapelli School, 65 Begley Street, Agawam, MA (Sponsored by Mayor Johnson)
- 4) **TR-2026-34**- A Resolution adopting the Fiscal Year 2027 Annual Operating Budget for the City of Agawam (Sponsored by Mayor Johnson) – **Suggest a Public Hearing Date of June 1, 2026**
- 5) **TR-2026-35** - A Resolution to appropriate Two Hundred Thirty-Six Thousand Six Hundred Sixteen and 34/100 (\$236,616.34) from the Municipal Golf Stabilization Fund to purchase course maintenance equipment (Sponsored by Mayor Johnson)
- 6) **TO-2026-6** - Budgetary Transfer of \$10,000.00 from Clerk Regular Temporary (#11611- 51020) to Line Items – Postage (#16602-52250)
- 7) **TO-2026-7** - Budgetary Transfer of \$95,240.06 from DPW Reserve (#16605-57300) to DPW Snow & Ice Overtime (#14201-51031)
- 8) **TO-2026-8** - Budgetary Transfer of \$40,242.50 from DPW Reserve (#16605-57300) to DPW Equipment Rentals – Snow (#14202-52071)

- 9) **TO-2026-9** - An Order accepting a Special Permit to amend the Class 2 Dealer License for **Chris Auto South**, 207 Main Street, Agawam, MA
- 10) **ZC-2026-3** - Petition for Zone Change by Chanda Care, Inc. on behalf of VIP Homes & Associates, LLC for property located at 430 North West Street, Feeding Hills section of Agawam, Hampden County, Massachusetts (Assessor Parcel C13-4-4) from the Business B District to the Residence A-2 District – **Refer to Planning Board and Suggest a Public Hearing Date of June 15, 2026**

K. ANY OTHER MATTER THAT MAY LEGALLY COME BEFORE THE CITY COUNCIL

L. ADJOURNMENT

Please note that this meeting can be viewed live on Channel 15 (standard definition) or Channel 1074 (high definition) and will also be live-streamed on the town's website (www.agawam.ma.us)

A RESOLUTION AUTHORIZING THE ADOPTION OF ORDERS OF TAKING FOR THE INTERSECTION IMPROVEMENT PROJECT AT COOPER STREET, SUFFIELD STREET AND ROWLEY STREET UNDER THE AUTHORITY OF MASSACHUSETTS GENERAL LAWS CHAPTER 40 §14 AND CHAPTER 79 FOR THE PURPOSE OF RECONSTRUCTING THE INTERSECTION OF COOPER STREET, SUFFIELD STREET AND ROWLEY STREET

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, this Resolution authorizes the taking of interests in land necessary to allow for the construction, maintenance and improvements for the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street; and

WHEREAS, it is necessary to take, by eminent domain, certain real estate not owned by the Town of Agawam in both fee and easement (see Exhibits 1 through 5 for a more detailed description) pursuant to Massachusetts General Laws Chapter 40 §14 and Chapter 79 in order to complete the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street; and

WHEREAS, the interests in fee and easements being taken by the Town of Agawam for the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street will result in damages being assessed to the owners of the parcels so taken in the total amount of Six Thousand Nine Hundred Twenty and 00/100 (\$6,920.00) Dollars; and

WHEREAS, the Agawam City Council has appropriated funds for said takings as part of its resolution to accept Casino Mitigation Grant funds from the Commonwealth of Massachusetts and local funding in the Capital Improvements section of the Town of Agawam's Fiscal Year 2026 Annual Operating Budget; and

WHEREAS, the temporary and permanent easements are shown on a plan entitled "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608 and includes takings on: Suffield Street, Cooper Street, and Rowley Street. Said plan shall be recorded in the Hampden County Registry of Deeds; and

WHEREAS, the temporary and permanent easements are further described in Exhibits 1 through 5 which are attached hereto and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City of Agawam to complete the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street; and

NOW THEREFORE, the Agawam City Council under the authority vested in it by Massachusetts General Laws Chapter 79 and Chapter 40 §14 hereby resolves as follows:

- (a) That the City of Agawam adopt Orders of Taking by eminent domain pursuant to Massachusetts General Laws Chapter 79 and Chapter 40 §14 of the temporary and permanent easements described in Exhibits 1 through 5 which are attached hereto and incorporated herein by reference for the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street together with all structures affixed thereto and all trees thereon, as well as, with the benefit of all rights therein both legal and equitable, including but not limited to all estates, privileges and appurtenances, restrictions, conditions and all estates and rights of reverter related thereto. Betterments shall not be assessed for said Orders of Taking.
- (b) Said Orders of Taking shall be for the municipal purpose of completing the reconstruction of the intersection located at Cooper Street, Suffield Street and Rowley Street.
- (c) The present owners of the parcels described in Exhibits 1 through 5 shall be entitled to damages in accordance with Massachusetts General Laws Chapter 79 in the amounts reflected in said Exhibits 1 through 5. The right to damages shall vest upon recording the Orders of Taking.
- (d) The Treasurer is authorized to pay the sums listed in Exhibits 1 through 5 to the present owners of the parcels therein described or their heirs, executors, administrators, successors or assigns as the case may be. The Treasurer shall pay the above sum from the monies appropriated by the Agawam City Council for the purposed expressed herein.
- (e) The City Clerk is hereby authorized to certify said Orders of Taking and cause them to be recorded in the Hampden County Registry of Deeds within thirty (30) days after adoption in accordance with Massachusetts General Laws Chapter 79.
- (f) The City Clerk shall upon recording said Orders of Taking in the Hampden County Registry of Deeds, in the name and on behalf of the Agawam City Council, give notice to every person, including every mortgagee of record, whose property has been taken or who is otherwise entitled to damages on account of said takings. Said notice shall be given in accordance with Massachusetts General Laws Chapter 79. The City Clerk shall also give all other notices required under Chapter 79 of Massachusetts General Laws.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, Solicitor

MAYORAL ACTION

Received this _____ day of _____ from Council Clerk.

Signed by Council President this _____ day of _____.

APPROVAL OF LEGISLATION

By the powers vested in me pursuant to Article 3, Section 3-6 of the Agawam Charter, as amended, I hereby approve the passage of TR-2026-16 on this _____ day of _____.

Christopher C. Johnson, Mayor

DISAPPROVAL OF LEGISLATION

By the powers vested in me pursuant to Article 3, Section 3-6 of the Agawam Charter, as amended, I hereby veto the passage of the above legislation on this _____ day of _____, 2026 for the following reason(s):

Christopher C. Johnson, Mayor

RETURN OF LEGISLATION TO COUNCIL CLERK

Returned to Council Clerk this _____ day of _____.

EXHIBIT 1

Property: 332 Suffield Street, Agawam, Massachusetts
Current Owner: Walz Realty, LLC
Deed Reference: Hampden County Registry of Deeds Book 18582, Page 234

Exhibit 1 pertains to an area on property located at 332 Suffield Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 18582, Page 234.

- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel E-1** and **Parcel TE-2**, which are shown on the plan entitled: "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. Permanent Easement: Parcel E-1: A parcel of land shown as Parcel E-1 on the aforementioned plan which is bounded and described as follows: Beginning at the northerly corner of the parcel herein described in the easterly line of the CITY LAYOUT of Cooper Street. Said point can also be further described as being located S.41°01'21"E. a distance of 23.27 feet from station 52+59.04 on the Cooper Street construction baseline; running thence N.50°04'06"E. a distance of 23.74 feet to a point; thence turning and running S.7°36'26"W. a distance of 23.79 feet to a point; thence turning and running N.61°00'41"W. a distance of 17.21 feet to the point of beginning. Parcel E-1 contains 191 square feet of area, more or less.
 - ii. Temporary Easement: Parcel TE-2: A parcel of land shown as Parcel TE-2 on the aforementioned plan which is comprised of a strip of land which is three feet in width, more or less, along the south side of the Suffield, Cooper, Rowley Street intersection which extends along Parcel E-1 which is described above. Parcel TE-2 contains 55 square feet of area, more or less.
- c. The appraised value of Parcel E-1 and Parcel TE-2 is One Thousand Three Hundred Forty and 00/100 (\$1,340.00) Dollars.

EXHIBIT 2

Property: 402 Cooper Street, Agawam, Massachusetts
Current Owner: Alfred Pajer a/k/a Alfred J. Pajer, Life Tenant and
Alfred Pajer, Trustee, Theresa A. Heckman, Trustee and
Richard A. Walker, Trustee of the Alfred Pajer Trust
Deed Reference: Hampden County Registry of Deeds Book 19399, Page 342

Exhibit 2 pertains to an area on property located at 402 Cooper Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 19399, Page 342.

- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel E-2** and **Parcel TE-3**, which are shown on the plan entitled: "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. Permanent Easement: Parcel E-2: A parcel of land shown as Parcel E-2 on the aforementioned plan which is bounded and described as follows: Beginning at the easterly corner of the parcel herein described in the westerly line of the CITY LAYOUT of Cooper Street. Said point can also be further described as being located N.41°01'21"W. a distance of 26.34 feet from station 52+75.07 on the Cooper Street construction baseline; running thence S.7°22'40"E. a distance of 17.81 feet to a point; thence turning and running S.53°58'54"E. a distance of 15.47 feet to a point along the easterly line of the CITY LAYOUT of Rowley Street; thence turning and running S.50°04'06"W. a distance of 13.34 feet along the westerly line of the CITY LAYOUT of Cooper Street to the point of beginning. Parcel E-2 contains 100 square feet of area, more or less.
 - ii. Temporary Easement: Parcel TE-3: A parcel of land shown as Parcel TE-3 on the aforementioned plan which is comprised of a strip of land which is three feet in width, more or less, along the west side of the Suffield, Cooper, Rowley Street intersection which extends along the frontage of 402 Cooper Street and along Parcel E-2 which is described above. Parcel TE-3 contains 468 square feet of area, more or less.
- c. The appraised value of Parcel E-2 and Parcel TE-3 is One Thousand Eight Hundred Eighty and 00/100 (\$1,880.00) Dollars.

EXHIBIT 3

Property: 373 Rowley Street, Agawam, Massachusetts
Current Owner: MAAHI Petroleum Corp.
Deed Reference: Hampden County Registry of Deeds Book 19112, Page 129

Exhibit 3 pertains to an area on property located at 373 Rowley Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 19112, Page 129.

- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel E-3** and **Parcel TE-4**, which are shown on the plan entitled "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. **Permanent Easement: Parcel E-3**: A parcel of land shown as Parcel E-3 on the aforementioned plan which is bounded and described as follows: Beginning at the southerly corner of the parcel herein described in the westerly line of the CITY LAYOUT of Rowley Street. Said point can also be further described as being located N.36°03'11"E. a distance of 24.26 feet from station 22+03.38 on the Rowley Street construction baseline, and running thence N.67°35'32"E. a distance of 9.89 feet to a point; thence turning and running S.7°36'26"W. a distance of 9.58 feet to a point along the westerly line of the CITY LAYOUT of Suffield Street; thence turning and running N.53°58'54"W. a distance of 9.73 feet along the westerly line of the CITY LAYOUT of Rowley Street to the point of beginning. Parcel E-3 contains 41 square feet of area, more or less.
 - ii. **Temporary Easement: Parcel TE-4**: A parcel of land shown as Parcel TE-4 on the aforementioned plan which is comprised of a strip of land which is eight feet in width, more or less, along the north west side of the Suffield, Cooper, Rowley Street intersection which extends along Parcel E-3 which is described above. Parcel TE-4 contains 98 square feet of area, more or less.
- c. The appraised value of Parcel E-3 and Parcel TE-4 is Seven Hundred and 00/100 (\$700.00) Dollars.

EXHIBIT 4

Property: 305 Suffield Street, Agawam, Massachusetts
Current Owner: Mass Veterinary Services LLC
Deed Reference: Hampden County Registry of Deeds Book 25400, Page 81

Exhibit 4 pertains to an area on property located at 305 Suffield Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 25400, Page 81.

- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel E-4** and **Parcel TE-5**, which are shown on the plan entitled "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. **Permanent Easement: Parcel E-4**: A parcel of land shown as Parcel E-4 on the aforementioned plan which is bounded and described as follows: Beginning at the southerly corner of the parcel herein described in the easterly line of the CITY LAYOUT of Suffield Street. Said point can also be further described as being located S.82°35'33"E. a distance of 25.04 feet from station 104+02.74 on the Suffield Street construction baseline, running thence N.7°36'26"E. a distance of 28.33 feet to a point along the easterly line of the CITY LAYOUT of Suffield Street; thence turning and running S.48°25'35"E. a distance of 15.86 feet to a point; thence turning and running S.41°40'00"W. a distance of 23.49 feet along the westerly line of the CITY LAYOUT of Cooper Street to the point of beginning. Parcel E-4 contains 186 square feet of area, more or less.
 - ii. **Temporary Easement: Parcel TE-5**: A parcel of land shown as Parcel TE-5 on the aforementioned plan which is comprised of a strip of land which is six feet in width, more or less, along the north east side of the Suffield, Cooper, Rowley Street intersection which extends along Parcel E-4 which is described above. Parcel TE-5 contains 280 square feet of area, more or less.
- c. The appraised value of Parcel E-4 and Parcel TE-5 is Two Thousand Two Hundred Eighty and 00/100 (\$2,280.00) Dollars.

EXHIBIT 5

Property: 319 Suffield Street, Agawam, Massachusetts
Current Owner: Alfred Pajer a/k/a Alfred J. Pajer, Life Tenant and
Alfred Pajer, Trustee, Theresa A. Heckman, Trustee and
Richard A. Walker, Trustee of the Alfred Pajer Trust
Deed Reference: Hampden County Registry of Deeds Book 19399, Page 342

Exhibit 5 pertains to an area on property located at 319 Suffield Street, Agawam, Hampden County, Massachusetts which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds at Book 19399, Page 342.

- a. It is the intention to take a **permanent easement** and a **temporary easement** on this property, designated as **Parcel E-5** and **Parcel TE-1**, which are shown on the plan entitled "Owned by the City of Agawam; Agawam, Massachusetts; Hampden County; Street Layout Plans; Showing Location of Easements for the Purpose of Reconstructing Cooper Street at Suffield Street for the City of Agawam" Dated March 11, 2026 which plan was prepared by: Christopher C. Danforth, PLS#41604 of VHB, 120 Front Street, Suite 500, Worcester, MA 01608. The temporary easement shall be in effect for a period of no more than five (5) years from the date of the recording of the Order of Taking.
- b. The permanent and temporary easements are further described as follows:
 - i. Permanent Easement: Parcel E-5: A parcel of land shown as Parcel E-5 on the aforementioned plan which is bounded and described as follows: Beginning at the westerly corner of the parcel herein described in the easterly line of the CITY LAYOUT of Suffield Street. Said point can also be further described as being located S.82°12'55"E. a distance of 25.19 feet from station 103+11.12 on the Suffield Street construction baseline, running thence N.7°36'36"E. a distance of 5.00 feet to a point along the easterly line of the CITY LAYOUT of Suffield Street; thence turning and running S.82°23'34"E. a distance of 3.00 feet to a point; thence turning and running S.7°36'26"W. a distance of 5.00 feet to a point; thence turning and running N.82°23'34"W. a distance of 3.00 feet to the point of beginning. Parcel E-5 contains 15 square feet of area, more or less.
 - ii. Temporary Easement: Parcel TE-1: A parcel of land shown as Parcel TE-1 on the aforementioned plan which is comprised of a strip of land which is four feet in width, more or less, along the east side of the Suffield, Cooper, Rowley Street intersection which extends along the frontage of 319 Suffield Street and Parcel E-5 which is described above. Parcel TE-1 contains 1,401 square feet of area, more or less.
- c. The appraised value of Parcel E-5 and Parcel TE-1 is Seven Hundred Twenty and 00/100 (\$720.00) Dollars.



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-16 (Suffield/Cooper/Rowley Street Intersection)
Date: April 2, 2026

TR-2026-16 is a resolution authorizing an Order of Taking for the reconstruction of the Suffield, Cooper and Rowley Street intersection. The project will include the addition of a north bound turn lane on Suffield Street to allow for cars to turn west onto Cooper and Rowley Streets without blocking the northbound traffic on Suffield Street. It will also include the addition of actuated pedestrian crosswalks on all five roadways that lead into the intersection, and the replacement of the traffic lights and controls.

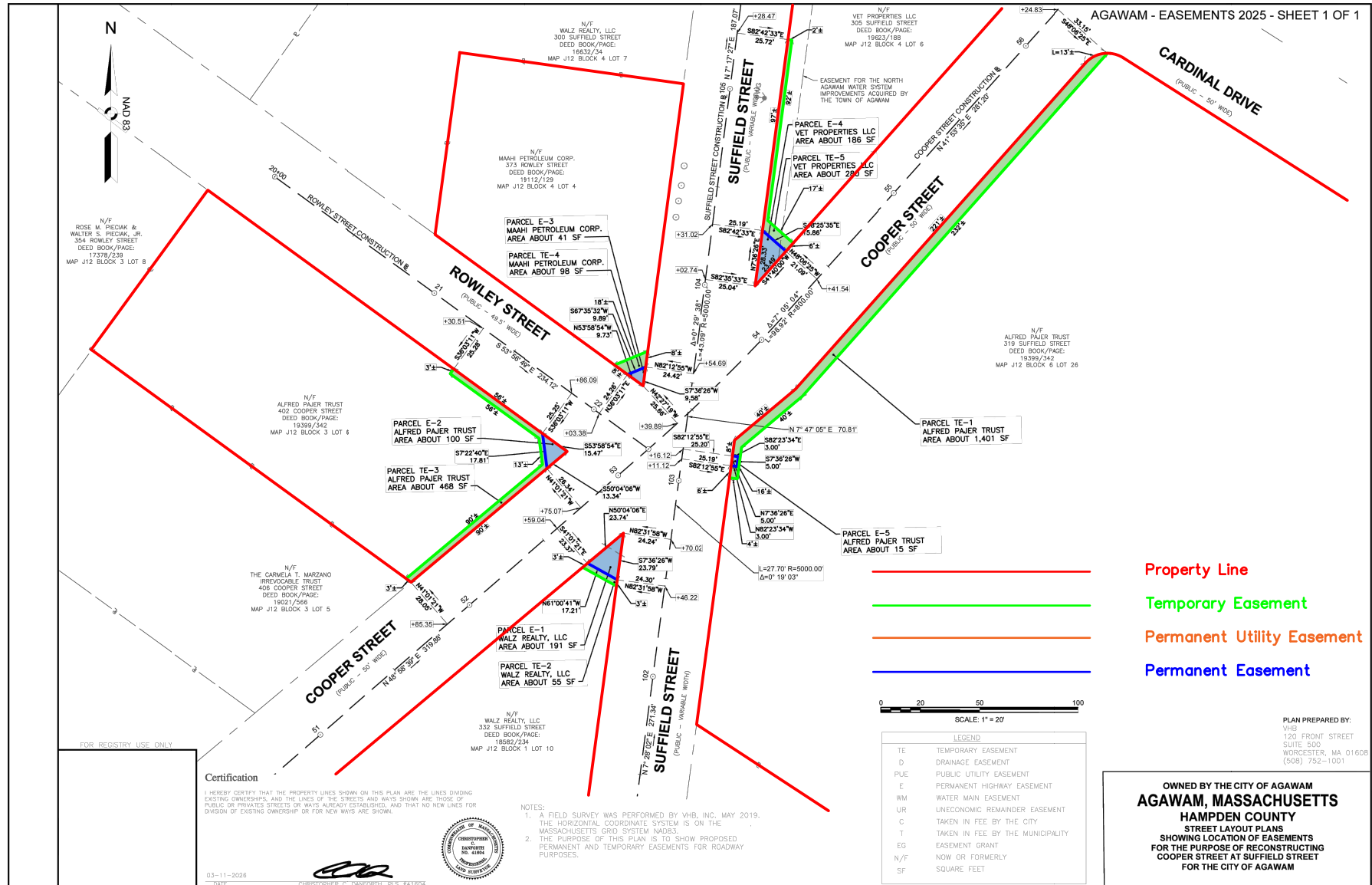
The DPW was awarded a \$100,000 grant for the preparation of a preliminary design of this intersection as part of the Massachusetts Casino Community Mitigation Fund. The DPW was subsequently awarded an \$833,000 construction grant from the same fund. The town received an estimate to complete the project of \$1,700,000 from our consulting engineers. The balance of the funding required to complete the project was appropriated in the Capital Improvement section of the FY2026 Annual Operating Budget.

The consulting engineers are presently completing final specifications and bid documents to complete the project. Construction is expected to begin in late spring or early summer this year with completion by early fall.

Please do not hesitate to contact me with any questions.

Very truly yours,

Christopher C. Johnson
Mayor



**A RESOLUTION RELATIVE TO THE APPROVAL OF THE
WESTERN HAMPDEN DISTRICT VETERANS SERVICES INTER-
MUNICIPAL AGREEMENT BETWEEN THE CITY OF AGAWAM AND THE
TOWNS OF GRANVILLE, RUSSELL, SOUTHWICK, AND TOLLAND**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland provide essential services to veterans of the armed forces of the United States of America; and

WHEREAS, these essential services include but are not limited to outreach services to veterans to educate them on benefits, offering referrals to programs and services for veterans and their dependents, facilitating financial benefits under Massachusetts General Laws Chapter 115, and helping veterans access employment assistance opportunities; and

WHEREAS, coordination with other municipalities saves the City of Agawam resources and facilitates better access to these essential services for veterans and their dependents; and

WHEREAS, an Inter-Municipal Agreement has been negotiated and prepared between the aforementioned municipalities to provide these essential services to veterans; and

WHEREAS, the approval of the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick and Tolland is in the best interests of the town; and

NOW THEREFORE, the Agawam City Council hereby resolves to approve the Western Hampden District Veterans Services Inter-Municipal Agreement between the City of Agawam and the Towns of Granville, Russell, Southwick, and Tolland which is attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

WESTERN HAMPDEN DISTRICT VETERANS SERVICES
INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF AGAWAM AND THE TOWNS OF
GRANVILLE, RUSSELL, SOUTHWICK AND TOLLAND

This Agreement dated as of the ____ day of _____, 2026 (“Agreement”) by and between the City of Agawam (hereafter “Agawam” or “City”) and the Towns of Granville, Russell, Southwick and Tolland (hereafter collectively the “Towns”) is hereby entered into and is effective as of July 1, 2026, having been approved by the Mayor and City Council of Agawam and the Select Boards of the Towns. This Agreement enables the Western Hampden District Veterans Services Office (hereafter “Office”) and the staff of the Office to perform veterans’ services duties for the City and all of the Towns which are party to this Agreement. The term of this Agreement shall be for Fiscal Year 2027 (July 1, 2026 through June 30, 2027), and shall automatically renew annually unless any member community terminates the Agreement pursuant to Paragraph 13 below.

1. District: This Inter-Municipal Agreement shall govern the operation of the Western Hampden District Veterans Services Office which is located at the Agawam Senior Center at 954 Main Street, Agawam, MA 01001.
2. Duties: The Office shall deliver essential services to eligible veterans and their dependents, including but not limited to: outreach services to veterans to educate them on benefits and services; offering referrals to programs and services for veterans and their dependents; taking applications for state veterans' benefits including Chapter 115 financial benefits; helping veterans access employment assistance through career centers and related programs; and coordinating veteran observances including Memorial Day and Veterans Day. Such duties will be performed in the Office during regularly scheduled business hours or in the member Towns during office hours scheduled there.
3. Chapter 115 Benefits: It is understood and agreed that M.G.L. Chapter 115 benefits shall be billed directly to the member municipality where the veteran resides, and distribution of benefits payable to veterans in member municipalities under M.G.L. Chapter 115 shall be paid by the Treasurer of the member municipality in which that veteran resides.
4. State/Federal Veterans’ Benefits Reimbursements: It is understood and agreed that any reimbursements for veteran’s benefits from the Commonwealth of Massachusetts and/or the United States of America will be credited to the member municipality in which that veteran resides.
5. Director: The Veterans Services Officer of Agawam (“VSO”) shall serve as the director of veterans’ services for the District and shall supervise all staff in their duties.

6. **Board of Governors:** A Board of Governors comprised of the Mayor of Agawam (or his/her designee) and the Chairpersons of the Select Boards (or their designees) of the Towns of Southwick, Granville, Tolland and Russell. Each member shall have one vote on all matters that come before the Board. The Board shall approve the annual Administrative Budget for the District. The Board shall meet no less than once annually and shall comply with the Open Meeting Law and the Public Records Law.
7. **Treasurer:** The Treasurer/Collector of Agawam shall serve as the treasurer of the District and shall give to the District a bond, with a surety company authorized to transact business in the Commonwealth of Massachusetts as surety, for the faithful performance of the District Treasurer's duties in such sum and upon such conditions as said Board of Governors may require.
8. **Sharing of Costs:** The City and the Towns shall share the costs of the Western Hampden District Office on the basis of the taxable valuation of said municipalities as last established by the General Court. For Fiscal Year 2027, it shall be as follows:

Agawam	\$4,327,353,158	64.556%
Southwick	\$1,589,891,740	23.718%
Granville	\$288,585,230	4.305%
Tolland	\$266,796,477	3.980%
Russell	\$230,647,897	3.441%
Total	\$6,703,274,502	100%

9. **Coordination with Councils:** The Agawam Office shall work with local Veterans' Councils in the Veterans' Services Western Hampden District ("District") to assist with coordinating all ceremonies and parades in member communities.
10. **Compensation and Benefits:** The Director and any necessary administrative staff shall be employees of the City. The compensation and benefits for these positions shall be paid by the City, provided that the Towns agree to contribute to these costs via the District's Administrative Budget according to their annual assessments presented to the Board of Governors at its Annual Meeting, and pursuant to all parties' obligations under Paragraph 8 of this Agreement.
11. **Assessments:** Each municipality's annual assessment from the District shall be made payable to the City of Agawam, and mailed to the Treasurer/Collector at 36 Main Street, Agawam, MA 01001 no later than August 1st of each year.

12. **Indemnification:** Notwithstanding the final sentence Section 4A of Chapter 40 of the Massachusetts General Laws, the Towns shall indemnify and hold harmless Agawam, and each of its officials, officers, employees, agents, servants, and representatives (the Indemnities) from and against any claim arising from or in connection with the performance by the VSO of his/her duties in or for such Towns including, without limitation, any claim of liability, loss, damages, costs, and expenses for personal injury or damage to real or personal property by reason of negligent act or omission by the VSO while or in the performing services for such Towns. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys' fees, expert witness fees, court costs, and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) such Towns shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Agawam and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the indemnitees shall cooperate with such Towns in all reasonable respect in connection with such defense, and (c) such Towns shall not be responsible to pay any judgment, award, or settlement to the extent occasioned by any acts of any of the indemnitees other than the VSO.
13. **Termination:** Participation in this Agreement may be terminated as to any party effective at the commencement of the next fiscal year. In order for a party to terminate its participation in this Agreement, written notice of termination must be received by each other party on or before February 1 preceding the commencement of the next fiscal year on July 1. Any notice received after February 1 shall not terminate this Agreement as to that party until the second subsequent fiscal year. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall equitably adjust any payments made or due to relating to the unexpired portion of the Term following such termination.
14. **Assignment:** No party to this Agreement shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all other parties.
15. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision were not contained herein.
16. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of

any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

17. **Amendment**: This Agreement may only be amended by a writing signed by all parties duly authorized thereunto.
18. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
19. **Headings**: The paragraph headings herein are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.
20. **Notices**: Any notice permitted or required hereunder to be given or served on any party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of the actual receipt of any in hand delivery or three (3) business days after the date of any properly addressed notice sent via the United States Post Office as set forth below:

- a. To Agawam: Any notice sent to Agawam hereunder shall be delivered in hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Christopher C. Johnson, Mayor
Agawam City Hall
36 Main Street
Agawam, MA 01001

with a copy to:

Christopher S. Cappucci, Solicitor
Agawam Law Department
36 Main Street
Agawam, MA 01001

or to other such addresses as Agawam may designate in writing to the Towns hereafter.

- b. To Towns: Any notice to the Towns hereunder shall be delivered in hand or sent by registered or certified mail, return receipt requested, postage prepaid, to the Select Board of each such Town and to any other person designated in writing by such Town at the addresses listed below:

Town of Southwick
454 College Highway
Southwick, MA 01077

Town of Granville
707 Main Road/P.O. Box 247
Granville, MA 01034

Town of Tolland
241 West Granville Road
Tolland, MA 01034

Town of Russell
65 Main Street
Russell, MA 01071

21. Complete Agreement: This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representation set forth herein.
22. Financial Safeguards: The Director/VSO shall maintain separate, accurate, and comprehensive records of all services performed for each of the parties hereto. Agawam shall maintain accurate and comprehensive records of all costs incurred by or on account of the District, and all reimbursements and contributions received by it on behalf of the District. The Towns shall maintain separate, accurate, and comprehensive records of payments to Agawam. Any party may conduct an audit of the finances of the District and costs related thereto. Each party shall bear its own costs for conducting any audit.

For the City of Agawam

For the Town of Southwick

Date

Date

For the Town of Granville

For the Town of Tolland

Date

Date

For the Town of Russell

Date



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-28 (Veterans District Inter-Municipal Agreement)
Date: April 16, 2026

The Town of Agawam has long been a part of the Western Hampden District Veterans Council along with the Towns of Granville, Russell, Southwick and Tolland. This arrangement benefits all communities by meeting each community's statutory obligation to employ a Veterans Service Officer, and by reducing the expenses of providing critical support for veterans in each community.

In researching the long standing relationship, we could find no guiding document that defined the operation of the Western Hampden District Veterans Council. In an effort to have the relationship clearly defined, the Veterans Council voted to establish an inter-municipal agreement. This is similar to virtually all the other veterans districts in the Commonwealth.

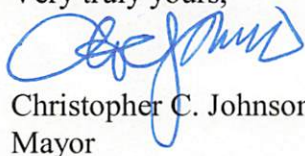
The attached agreement reflects the current practices that govern the Western Hampden District Veterans Council. The Veterans Service Officer and the assistant are employees of the Town of Agawam, and their office is located at the Senior Center on Main Street. They periodically hold office hours in the various communities to better serve veterans throughout the district.

The expenses of the Council are shared based upon the taxable valuation of the communities. Each community pays their proportionate share of the operating cost of the office, and each community is responsible for payment of any veterans benefits to veterans in their community. Agawam's share of the cost of operating the office is reflected in the Line Items section of the budget along with a separate line item for the payment of veterans benefits to veterans in Agawam.

The Agreement has been reviewed by all communities and each community is presently going through the process to approve it.

Please do not hesitate to contact me with any questions.

Very truly yours,



Christopher C. Johnson
Mayor

**A RESOLUTION SUPPORTING HOUSE BILL 5290 AND SENATE BILL 2285
WHICH ESTABLISH "ONE TOUCH MAKE READY APPLICATIONS" IN THE
COMMONWEALTH OF MASSACHUSETTS**

(Sponsored by Councilors Thomas Hendrickson and Rosemary Sandlin)

WHEREAS, competition is vital to the fair and equitable pricing and provision of internet and communication services in the Commonwealth of Massachusetts; and

WHEREAS, in order for there to be fair competition in the provision of internet and communication services in the Commonwealth of Massachusetts, the process for new companies to make attachments to existing utility poles and equipment needs to be updated and streamlined; and

WHEREAS, most states have adopted the "One Touch Make Ready Application" process for the determination of what work is required to make existing utility poles and equipment ready for new providers to attach their facilities and equipment; and

WHEREAS, the "One Touch Make Ready Application" process provides a streamlined and predictable process for new providers to gain access to existing utility poles and equipment which will increase competition in the provision of internet and communication services in the Commonwealth of Massachusetts; and

WHEREAS, H.5290, entitled "An Act to streamline broadband permitting and ensure equitable access to infrastructure" and S.2285, entitled "An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks", have been filed with the General Court and call for the utilization of the "One Touch Make Ready Application" process in the Commonwealth of Massachusetts; and

WHEREAS, it is in the best interests of the City of Agawam to urge the adoption of H.5290 and S.2285; and

NOW THEREFORE, BE IT RESOLVED that the Agawam City Council hereby supports H. 5290 and S.2285 which call for the utilization of the "One Touch Make Ready Application" process in the Commonwealth of Massachusetts, and it further resolves to send a copy of this resolution to the Governor, our State Senator and our State Representatives.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, Council President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, Solicitor

HOUSE No. 5290**The Commonwealth of Massachusetts**

HOUSE OF REPRESENTATIVES, March 25, 2026.

The committee on Telecommunications, Utilities and Energy, to whom were referred the petition (accompanied by bill, House, No. 3478) of Kip A. Diggs and Bud L. Williams relative to broadband permitting and access to infrastructure; and the petition (accompanied by bill, House, No. 3546) of Angelo J. Puppolo, Jr., for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks, reports recommending that the accompanying bill (House, No. 5290) ought to pass.

For the committee,

MARK J. CUSACK.

FILED ON: 3/18/2026

HOUSE No. 5290**The Commonwealth of Massachusetts**

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act to streamline broadband permitting and ensure equitable access to infrastructure.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Chapter 166 of the General Laws, as appearing in the 2024 Official Edition, is hereby amended by inserting after Section 25B the following new section:

Section 25C: Expedited Permitting, Access to Broadband Infrastructure, and Open Access Networks

(a) Purpose.

The purpose of this section is to accelerate broadband deployment across the Commonwealth, ensure fair and equitable access to critical infrastructure, prioritize open access network models, and establish best practices

for efficient permitting and construction processes.

(b) Definitions.

For the purposes of this section, the following terms shall have the following meanings:

1. **Broadband infrastructure:** Equipment or facilities necessary for broadband delivery, including poles, conduits, manholes, and wireless systems.
2. **Broadband provider:** Any entity engaged in deploying broadband services, including public, private, and non-profit organizations.
3. **Covered infrastructure:** Poles, conduits, manholes, and other facilities essential to broadband deployment.
4. **Legacy right-of-way agreement:** Any pre-existing agreement granting exclusive use of infrastructure to a single entity.
5. **Open access network:** A broadband network model in which physical infrastructure is shared by multiple service providers to promote competition, reduce deployment costs, and ensure equitable access to high-speed internet services.

(c) Commonwealth Priority for Open Access Networks.

1. The Commonwealth shall prioritize investment in and deployment of open access networks to ensure broadband infrastructure can support multiple service providers on fair and equitable terms.
2. Any state or municipal funding provided for broadband projects under this chapter shall require the recipient to implement an open access model for newly constructed infrastructure.
3. Public or non-profit broadband providers operating open access networks shall receive priority consideration for state funding and access to covered infrastructure.

(d) Non-Discriminatory Access to Covered Infrastructure.

1. All owners of covered infrastructure, including municipalities, private utilities, and telecommunications companies, shall grant broadband providers fair and timely access for the installation, maintenance, and operation of broadband infrastructure.

2. Requests for access must be approved or denied within 30 days of submission. Denials must include written justification and, where feasible, suggested alternatives.

3. Fees charged for access to covered infrastructure must be cost-based and transparent, with standards established by the Department of Telecommunications and Cable (DTC) within 180 days of enactment.

(e) Streamlined Permitting.

1. State and municipal permitting authorities shall process all broadband infrastructure permit applications within 45 days for standard projects and within 30 days for underserved or historic districts.

2. The Commonwealth shall develop and adopt a standardized permitting process applicable to all municipalities and state agencies to streamline broadband deployment.

(f) One-Touch Make-Ready (OTMR).

1. Pole owners must adopt OTMR procedures to allow broadband providers or contractors to perform all necessary work in a single coordinated operation.

2. OTMR work must comply with the National Electrical Safety Code (NESC) and state safety regulations.

3. The DTC shall establish a publicly accessible registry of qualified contractors authorized to perform OTMR work.

(g) "Dig Once" Policy.

1. Municipalities and state agencies may adopt a "Dig Once" policy, mandating the inclusion of empty conduits during all significant excavation projects to facilitate future broadband deployment.

2. Broadband providers shall be notified of planned excavation projects no fewer than 90 days in advance to coordinate installation efforts.

(h) Enforcement and Compliance.

1. The DTC shall oversee enforcement of this section and impose fines for non-compliance, up to \$25,000 per violation per day, with each day constituting a separate offense.

2. A broadband provider denied access or facing unreasonable permitting delays may appeal to the DTC, which shall resolve the matter within 30 days.

(i) Reporting Requirements.

The DTC shall submit an annual report to the General Court detailing:

1. The deployment progress of broadband infrastructure, particularly in underserved areas and economic development zones.

2. Progress in implementing open access networks statewide, including funded projects and their adherence to the open access model.

3. Compliance and enforcement actions taken under this section.

SECTION 2. Section 25C of chapter 166 of the General Laws, inserted by Section 1 of this act, shall not apply to railroad rights of way or any personal property located thereon.

SECTION 3. The provisions of this Act shall take effect 90 days after enactment.

BILL S.2285

194th (Current)

AN ACT TO ESTABLISH STANDARDS FOR THE POLE ATTACHMENT PROCESS TO FACILITATE THE CONSTRUCTION OF BROADBAND NETWORKS

By Mr. Gomez, a petition (accompanied by bill, Senate, No. 2285) of Adam Gomez for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks.

Bill Information

Presenter:

Adam Gómez

Status:

Referred to Senate Committee on Ways and Means

Summary:

This bill specifies procedures for contractors performing work to attach communication facilities to utility poles. Under the bill, pole owners can maintain lists of authorized contractors who meet qualifications. Entities requesting to attach to the poles can either choose from these lists or propose their own contractors, provided they meet the established qualifications. The bill introduces a "One Touch Make Ready" application process, setting a framework for submitting, evaluating, and approving pole attachment requests. It enforces timelines for reviewing applications and distinguishes between simple and complex make-ready work. The bill also outlines the management and notification processes required for conducting surveys and performing authorized attachments, detailing responsibilities, inspection opportunities, and remedies for damages incurred during the make-ready work.

** The bill summary was created by the Primary Sponsor of the bill; no committee of the General Court certifies the accuracy of its contents.*

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SENATE No. 2285

The Commonwealth of Massachusetts

PRESENTED BY:

Adam Gómez

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>Adam Gómez</i>	<i>Hampden</i>	
<i>John F. Keenan</i>	<i>Norfolk and Plymouth</i>	<i>6/4/2025</i>
<i>John C. Velis</i>	<i>Hampden and Hampshire</i>	<i>7/14/2025</i>

SENATE No. 2285

By Mr. Gomez, a petition (accompanied by bill, Senate, No. 2285) of Adam Gomez for legislation to establish standards for the pole attachment process to facilitate the construction of broadband networks. Telecommunications, Utilities and Energy.

[SIMILAR MATTER FILED IN PREVIOUS SESSION
SEE SENATE, NO. 2133 OF 2023-2024.]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act to establish standards for the pole attachment process to facilitate the construction of broadband networks.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 25A of Chapter 166 of the General Laws, as appearing in the 2022 Official Edition, is hereby amended by adding at the end of the eighth paragraph, after the words “used principally for the supply of electricity in bulk”, the following new sentence:-

“Notwithstanding the foregoing, attachments may be made pursuant to 25B of this chapter, or pursuant to order or regulation of the department.”

SECTION 2. Said Chapter 166 is hereby further amended by adding after Section 25A the following new section:-

Section 25B. One Touch Make Ready Applications

(a) The following terms as used in this section shall have the following meanings:

(1) “Abandoned Joint-Use Utility Pole”, means a joint-use utility pole from which all attachments have been removed.

(2) "Assigned space", means the space on a utility pole assigned by this Statute for the attachments of conductors or circuitry by joint-use entities, consistent with the provisions of the National Electrical Safety Code, Blue Book, or other reasonable practices. Assigned space does not include common space, including the communications worker safety zone. Space which may be available on a joint-use utility pole for an additional attaching entity must not be considered assigned space until an additional attachment is made, but must instead be considered common space.

(3) "Attaching entity", means a joint-use entity with an attachment to a joint-use utility pole.

(4) "Blue Book", means the "SR-1421, Blue Book – Manual of Construction Procedures" as published by Telcordia.

(5) "Common Space", means space of a joint-use utility pole used by all joint users in common and consists of the portion of a pole beneath ground level, the portion from ground level to the lowest place on the pole at which a telecommunications circuit may be attached, plus all but 6 inches of the telecommunications worker safety zone. The common space is equal to the length of the pole minus the assigned spaces for each attaching entity. In addition, for the purpose of assigning and allocating space and costs on a joint-use utility

pole, space which may be available for an additional attachment, and which would become assigned space if an additional attachment were made, must be considered common space until such an attachment is made.

(6) "Complex make-ready", means any make ready work above the communications space; transfers and work within the communications space that would be reasonably likely to cause a service outage or facility damage, including the splicing of any communication attachment or relocation of an existing wireless attachment; and the replacement of a joint-use utility pole. Any and all wireless activities, including those involving mobile, fixed, and point-to-point wireless communications and wireless.

(7) "Communications space", means the portion on a joint-use utility pole that begins at the bottom of the communications worker safety zone and ends at the lowest point above grade to which a horizontal communications wire can be attached consistent with the National Electrical Safety Code.

(8) "Communication worker safety zone", means a 40-inch vertical space, or other amount as required by the National Electrical Safety Code for the purpose of safety, on which no electric or communications circuitry may be attached. The zone is located between the areas to which electric conductors and communication circuitry may be attached. All but six inches of the "communications worker safety zone" must be considered part of the common space of a utility pole.

(9) "Information service provider", means a provider of "information service" as defined in Title 47 of the United States Code.

(10) "Joint-use entity", means a utility, licensee, or wireless provider.

(11) "Joint-use utility pole" is a utility pole on which there are circuit or electric conductor attachments by an electric utility and attachments by one or more joint-use entities. Joint-use utility poles do not include poles whose sole purpose is supporting electrical transmission conductors as defined by the Federal Energy Regulatory Commission. However, if an electric utility under-builds a transmission line with distribution, those poles are considered joint-use utility poles.

(12) "Licensee", means any person, firm or corporation other than a utility, which is authorized to construct lines or cables upon, along, under and across the public ways. For the purposes of this section, the term shall also include a municipal lighting plant or cooperative that operates a telecommunications system outside

the limits of its service territory pursuant to section 47E of chapter 164, but only for those attachments that are outside its service territory.

(13) "Make-ready work" or "make-ready", means the modification or replacement of a joint-use utility pole, or of the lines or equipment on the joint-use utility pole, to accommodate additional facilities on the joint-use utility pole.

(14) "National Electric Safety Code" or "NESC", means published by the Institute of Electrical and Electronics Engineers and approved by the American National Standards Institute Code C2.

(15) "Overlash", means the tying or lashing of additional communications wires, cables, and facilities to existing communications wires, cables, or supporting strand already attached to poles.

(16) "Pole attachment" or "attachment", means the physical connection of a facility that a joint-use entity uses to provide communications or electric service.

(17) "Pole owner", means an entity that owns or jointly owns a joint-use utility pole, or controls usable space on a joint-use utility pole.

(18) "Replaced joint-use utility pole", means a joint-use utility pole that has been replaced by a new joint-use utility pole. Once the last attachment has been removed from the pole, the pole becomes an abandoned joint-use utility pole.

(19) "Requesting party", means a utility or joint-use entity that is seeking to place attachments on joint-use utility poles.

(20) "Simple make-ready", means make-ready work where existing attachments in the communications space of a joint-use utility pole can be transferred without any reasonable expectation of a service outage or facility damage and where the transfer does not require splicing of any existing communication attachment or relocation of an existing wireless attachment. Simple make ready does not apply to attachments above the communications space or pole replacements.

(21) "Usable Space", means the space on a joint-use utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment.

(22) "Utility", means any person, firm, corporation or municipal lighting plant that owns or controls or shares ownership or control of poles, ducts, conduits or rights of way used or useful, in whole or in part, for supporting or enclosing wires or cables for the transmission of intelligence by telegraph, telephone or television or for the transmission of electricity for light, heat or power.

(23) "Wireless provider", means any city or town incorporated in the commonwealth, person, firm, or corporation which provides telecommunications service. A utility shall not be considered a wireless provider for the purposes of this section.

(b) Qualified Contractors:

(1) A pole owner may make available a list of contractors it authorizes to perform surveys and make-ready in the communications space on its utility poles in cases involving One Touch Make-Ready under Subsection (c) of this Section. Listed contractors must be trained to work with coaxial and fiber optic cable and be reasonably insured or bonded.

(2) If a requesting party hires a contractor for purposes specified in Subsection (c) of this Section, the requesting party may choose from the pole owner's list of authorized contractors or request the addition to the pole owner's authorized contractor list any contractor that meets the minimum qualifications in Subsection (b)(5) of this Section, and the pole owner may not unreasonably deny such a request.

(3) If a pole owner does not provide a list of approved contractors for surveys or simple make-ready or no contractor on the pole owner's contractor list is available within a reasonable time period then the requesting party may choose its own qualified contractor that meets the requirements in Subsection (b)(5) of this Section. When choosing a contractor that is not on the pole owner's list, the requesting party must certify to pole owner that its contractor meets the minimum qualifications described in Subsection (b)(5) of this Section when providing notices required by Subsection (c) of this Section.

(4) A pole owner may disqualify any contractor chosen by a requesting party that is not on the pole owner's contractor list, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in Subsection (b)(5) of this Section or to meet the pole owner's publicly available and commercially reasonable safety or reliability standards. The pole owner must provide notice of its contractor objection within the notice requirements of Subsection (c) of this Section and in its objection must identify at least one available qualified contractor.

(5) In addition to the requirements in Subsection (b)(1) of this Section, pole owners must ensure that contractors on their lists as described in this Section, and requesting parties must ensure that contractors they select pursuant to Subsection (b)(3) of this Section, meet the following minimum requirements:

(6) The contractor has agreed to follow published safety and operational guidelines of the pole owner, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code guidelines;

(7) The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for make-ready, if required by the pole owner;

(8) The contractor has agreed to follow all local, state, and federal laws and regulations including, but not limited to, the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration rules; and

(9) The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the pole owner, if made available.

(10) A requesting party that hires a contractor for survey or make-ready work must provide a pole owner or affected attaching entity with a reasonable opportunity for a representative to accompany and consult with the authorized contractor and the requesting party.

(11) The consulting representative of an electric utility may make determinations, on a nondiscriminatory basis, where there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

(c) One touch make ready application process

(1) One Touch Make-Ready Option for Simple Make-Ready: For attachments involving simple make-ready, a requesting party may elect to proceed with the process described in this Subsection. It is the responsibility of the requesting party to ensure that its contractor determines whether the make-ready requested in an attachment application is simple make-ready.

(i) An application for attachment must be submitted in writing and must provide the pole owner with the information necessary to grant or deny the application.

(ii) A requesting party electing the one touch make-ready option must indicate that it intends to perform one-touch make-ready in its attachment application and must identify the simple make-ready it will perform.

(iii) A pole owner must review the requesting party's attachment application for completeness before reviewing the application on its merits. An attachment application is considered complete if it provides the pole owner with the information necessary under its procedures, as specified in a master service agreement or in publicly-released requirements at the time of submission of the application, to make an informed decision on the application.

(iv) A pole owner must complete its review for completeness within 10 business days of receipt of the application and notify the requesting party of that decision. If the pole owner does not respond within 10 business days after receipt of the application, or if the pole owner rejects the application as incomplete but fails to specify any reasons in the application, then the application is deemed complete.

(v) If the pole owner timely notifies the requesting party that its attachment application is not complete, then the pole owner must specify all reasons for finding it incomplete. Any resubmitted application need only address the pole owner's reasons for finding the application incomplete and must be deemed complete within 5 business days after its resubmission, unless the pole owner specifies to the requesting party which reasons were not addressed and how the resubmitted application did not sufficiently address the reasons. The requesting party may follow the resubmission procedure in this paragraph as many times as it chooses so long as in each case it makes a bona fide attempt to correct the reasons identified by the pole owner, and in each case the deadline set forth in this paragraph shall apply to the utility's review.

(vi) The pole owner shall review on the merits a complete application requesting one-touch make-ready and respond to the requesting party either granting or denying an application within 30 days of the pole owner's receipt of a complete application.

(vii) If the pole owner denies the application on its merits, then its decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

(viii) Within the 30-day application review period, a pole owner may object to the designation by the requesting party's contractor that certain make-ready is simple. If the pole owner objects to the contractor's

determination that make-ready is simple, then it is deemed complex. The pole owner's objection is final and determinative so long as it is specific and in writing, includes all relevant evidence and information supporting its decision, made in good faith, and explains how such evidence and information relate to a determination that the make-ready is not simple.

(2) Surveys. The requesting party is responsible for all surveys required as part of the one-touch make-ready process and must use a contractor that is appropriately trained and licensed as well as reasonably insured or bonded and otherwise meets the requirements of Subsection (b)(5) of this Section.

(i) A requesting party may need to perform a survey to determine whether the necessary make-ready work is simple or complex before filing an application for one-touch make-ready.

(ii) The requesting party must permit the pole owner and any affected attaching entity to be present for any field inspection conducted as part of the requesting party's surveys. The requesting party must use commercially reasonable efforts to notify the pole owner and any affected attaching entities three business days before a field inspection as part of any survey and must provide the date, time, and location of the surveys, and the name of the contractor performing the surveys.

(3) Make-Ready. If the pole owner approves the requesting party's attachment application and if the requesting party has provided 15 calendar days' prior written notice of the make-ready to the pole owner and affected attaching entities, the requesting party may proceed with make-ready using a contractor that is appropriately trained and licensed as well as reasonably insured or bonded and otherwise meets the requirements of Subsection (b)(5) of this Section.

(i) The prior written notice must include the date and time of the make-ready work, a description of the work involved, and the name of the contractor being used by the requesting party and must provide the pole owner and any affected attaching entities a reasonable opportunity to be present for any make-ready work.

(ii) The requesting party must immediately notify a pole owner or affected attaching entity if the make-ready work damages any equipment or causes an outage that is reasonably likely to interrupt service. Upon receiving notice from the requesting party, the pole owner or affected attaching entity may either: Complete any necessary remedial work and bill the requesting party for the reasonable costs related to fixing the damage or require the requesting party to fix the damage at its expense immediately following notice from the pole owner or affected attaching entity.

(iii) In performing make-ready work, if the requesting party, the pole owner, or an affected attaching entity determines that any work classified as simple make-ready is actually complex make-ready, then that specific make-ready work must be halted, and the determining party must provide immediate notice to the other parties of its determination and the affected poles. The affected make-ready will then be completed by the responsible party as soon as reasonably practicable.

(4) Post-Make-Ready Timeline. A requesting party must notify the pole owner and any affected attaching entities with notice of the completion of the make-ready work within 15 calendar days of completion. Such notice must provide the pole owner and any affected attaching entities 90 calendar days from receipt of the notice to inspect the make-ready work, and that the pole owner and any affected attaching entities have 14 calendar days from the completion of their inspection to notify the requesting party of any damage or code violation resulting from the make-ready work. The pole owner or affected attaching entity may either complete any necessary remedial work and bill the requesting party for reasonable costs associated with the remediation or require the requesting party to perform the remediation at the requesting party's expense within 14 calendar days of notification.

**A RESOLUTION TO APPROPRIATE FUNDS FOR
THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE AGAWAM DEPARTMENT OF PUBLIC WORKS
EMPLOYEES' ASSOCIATION AND THE TOWN OF AGAWAM**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Town of Agawam has negotiated a successor collective bargaining agreement with the Agawam Department of Public Works Employees' Association which is memorialized in the document entitled Settlement Agreement by and between the Town of Agawam and the Agawam Department of Public Works Employees' Association (hereinafter referred to as the "Settlement Agreement"); and

WHEREAS, the Settlement Agreement has been ratified by the Agawam Department of Public Works Employees' Association; and

WHEREAS, the Settlement Agreement is a three year agreement for the period of July 1, 2025 to June 30, 2028 that provides for the following annual cost of living increases: effective July 1, 2025 (2.5% percent increase); effective July 1, 2026 (2.5% increase); and effective July 1, 2027 (3.0% increase); and

WHEREAS, pursuant to Massachusetts General Laws Chapter 150E, Section 7, the Agawam City Council is required to appropriate the necessary funds; and

WHEREAS, funding for the Agreement was approved as part of the Fiscal Year 2026 Annual Operating Budget and shall be transferred to various salary line items from the Salary Reserve line items in the Water and Wastewater Department budgets and the Salary Reserve Account in the Line Items section of the Fiscal Year 2026 Annual Operating Budget; and

WHEREAS, it is in the best interests of the Town of Agawam to appropriate the necessary funds for the successor collective bargaining agreement by and between the Town of Agawam and the Agawam Department of Public Works Employees' Association; and

NOW THEREFORE, BE IT RESOLVED BY THE AGAWAM CITY COUNCIL that the sum of Sixty-Nine Thousand One Hundred Ninety-Five and 00/100 (\$69,195.00) Dollars shall be appropriated from the Salary Reserve line items in the Water and Wastewater Department budgets and the Salary Reserve Account in the Line Items section of the Fiscal Year 2026 Annual Operating Budget to be transferred to various salary line items to fund the first year of the successor collective bargaining agreement with the Agawam Department of Public Works Employees' Association entitled Settlement Agreement by and between the Town of Agawam and the Agawam Department of Public Works Employees' Association, a copy of which is attached hereto and incorporated herein by reference.

Dated this ____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY

Christopher S. Cappucci, City Solicitor

APPROVED AS TO APPROPRIATION

Cheryl St. John, Auditor

TR-2026-20
A RESOLUTION ADOPTING THE
FISCAL YEAR 2027 to FISCAL YEAR 2031
CAPITAL IMPROVEMENT PROGRAM

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Capital Improvement Program for Fiscal Year 2027 to Fiscal Year 2031 was submitted to the City Council on April 2, 2026 in accordance with Section 5-3(a) of the Agawam Home Rule Charter; and

WHEREAS, the Capital Improvement Program contains a prioritized plan of proposed capital improvements over the next five (5) fiscal years in accordance with Section 5-3(b) of the Charter; and

WHEREAS, the Capital Improvement Program is designed to utilize city funds for capital improvements on the basis of community priorities in coordination with the availability of grants and/or other state, federal or private reimbursements; and

WHEREAS, in developing the Capital Improvement Program, the planning process includes consideration of the growth of the city, the improvement of efficient service delivery in an effort to reduce the need for staff increases, maintenance of new and existing facilities and consideration of existing bond commitments; and

WHEREAS, each year the Capital Improvement Program is revised and updated in light of changing needs, requirements and funding availability; and

WHEREAS, in accordance with Sections 5-3(c) and 5-3(d) of the Charter, the Council shall conduct a public hearing and, on or before the twentieth day of the last month of the current fiscal year, shall by resolution adopt the Capital Improvement Program; and

WHEREAS, it is in the best interests of the City of Agawam to adopt the attached Fiscal Year 2027 to Fiscal Year 2031 Capital Improvement Program; and

NOW THEREFORE, the Agawam City Council hereby resolves to adopt the attached Fiscal Year 2027 to Fiscal Year 2031 Capital Improvement Program.

Dated this _____ day of _____, 2026

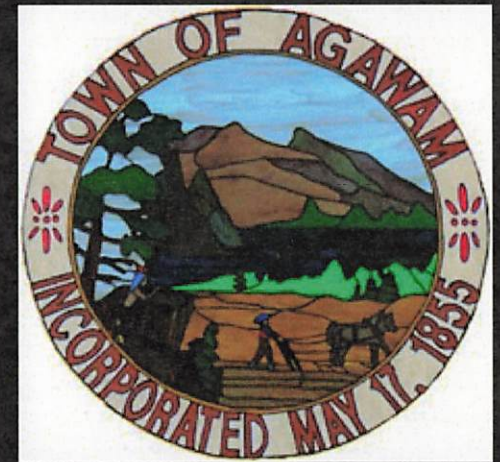
PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, Council President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, City Solicitor



CAPITAL IMPROVEMENT PROGRAM

FISCAL YEAR 2027 – FISCAL YEAR 2031



Capital Improvement
Program
FY2027 – FY2031

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Capital Improvement
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COVER MEMO
TO CITY COUNCIL

I

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Date: April 6, 2026
Subject: Capital Improvement Program (FY 2027-2031)

Pursuant to Section 5-3 of the Agawam Home Rule Charter, I hereby submit the Capital Improvement Program for Fiscal Year 2027 to Fiscal Year 2031 to the Agawam City Council. The Capital Improvement Program is a prioritized plan of proposed capital improvements over the next five fiscal years.

The major purpose of the Capital Improvement Program is:

- ▶ to develop and prioritize needed capital improvement projects;
- ▶ to research and estimate the revenue necessary to fund proposed capital improvement projects;
- ▶ to set parameters on the revenue dedicated to fund proposed capital improvement projects; and
- ▶ to forecast future principal and interest expenditures.

The program represents a realistic financially feasible long term program to undertake the capital projects needed by the city. I have worked closely with the department heads to examine the needs of their departments and to provide a plan to meet those needs. Through this cooperative effort, I am confident this Capital Improvement Program will meet the needs of the city. As revenue estimates become available, any revisions to proposed annual appropriations will be reflected in the capital budget portion of the annual operating budget.

Please call with any questions. Thank you.

Respectfully submitted,

Christopher C. Johnson
Mayor



Capital Improvement Program FY2027 – FY2031

INTRODUCTION

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INTRODUCTION

For the purposes of this Capital Improvement Program, a capital improvement is a project or undertaking, which provides for (i) the planning, design, construction, reconstruction, renovation or replacement of a public building, facility, vehicles or equipment; (ii) an addition to a public building or facility; (iii) the purchase of land, buildings or facilities for a public purpose; or (iv) a long range development study. While the type of improvement is the basic criteria, a project costing at least \$25,000 that has a life expectancy of five (5) years or more is generally considered to be a capital improvement.

The Capital Improvement Program is designed to accomplish the following purposes:

1. to utilize city funds for capital improvements which are compatible with the city's mission of effective and efficient provision of quality services to the citizens and businesses of Agawam which in turn enhances the quality of life in our community;
2. to prioritize the undertaking of capital improvement projects on a coordinated basis;
3. to inform the community when needed of planned capital improvement projects and corresponding expenditures expected to be initiated in the future;
4. to utilize city funds on the basis of community priorities in coordination with the availability of grants and/or other state, federal or private reimbursements; and
5. to undertake capital improvements after careful planning and financial analysis to avoid an undue burden on the taxpayers and a strain on the city's fiscal capacity now and in the future.



Capital Improvement
Program
FY2027 – FY2031

INTRODUCTION
(CONTINUED)

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The city has recently undertaken many significant capital improvement projects such as the construction of a new high school, a new police headquarters, extensive renovations to the public library and the creation of Still Brook Park in Feeding Hills. The new high school will also include a new early childhood center. These projects were undertaken in spite of projected limited revenue growth. Fiscal restraint and careful planning are required to assure long-term financial stability, and care must be taken in project development and implementation in order that bond sales are timed, so that principal and interest costs occur in the year scheduled.

In developing this Capital Improvement Program, the following general assumptions on fiscal capacity were assumed and applied:

1. growth in total property tax revenues will continue to be limited by the restraints of Proposition 2½ and a debt exclusion override was approved by the voters of Agawam for the new high school project which will allow the community to maintain financial flexibility in the future;
2. the city has the option to pursue the maximum property tax revenue allowed by Proposition 2½ (Agawam currently has over \$18.5 million dollars in excess levy capacity);
3. given the significant cost of the new high school project, the Administration will recommend delaying the pursuit of other significant general fund capital improvement projects to minimize the impact on future tax rates;
4. during the next five years, the city should:
 - a. appropriate as much funding as possible annually from the general fund for smaller capital improvement projects on a pay as you go basis while maintaining existing service levels; and
 - b. utilize the newly created Capital Stabilization Fund to assist in meeting the above referenced goal and to blunt the impact of future bond payments for the high school.



Capital Improvement
Program
FY2027 – FY2031

INTRODUCTION
(CONTINUED)

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The process of capital planning involves setting priorities within the fiscal capability of the city. Each year the entire plan is reviewed in light of changing needs and requirements. There are more needs for improvements by city departments that can be included in the five year time period.

In developing this Capital Improvement Program, the following priorities were addressed:

1. Infrastructure Reliability - the city must meet the utility (specifically water, wastewater and stormwater) needs of its residents and businesses through the timing of public utility replacement, modernization and expansion;
2. Improve or Assist Service Delivery - projects that will reduce the need for staff increases or make staff operations more efficient have been given priority;
3. Facilities - New and Maintenance of Existing Facilities - when Proposition 2½ was implemented, communities were forced to delay constructing new facilities and defer maintenance on existing facilities which has led to a backlog of need for new facilities and the maintenance and renovation of existing facilities; and
4. Prior Commitments - the city is bound by commitments made in prior years, and those commitments were considered in this program.



Capital Improvement
Program
FY2027 – FY2031

INTRODUCTION
(CONTINUED)

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This Capital Improvement Program was developed around the previously cited constraints and program objectives. It includes a bonding and appropriation plan for each of the five program years, a brief description of each project, spread sheets and charts showing existing and proposed bond payments and graphical representations of these payments.

Long Term Considerations: While this Program contains a detailed plan for the next five fiscal years, there are several long term considerations that assist in the decision making process. They are the following:

- a. Schools – the Town is currently building a new high school, which will include a new early childhood center. There are six other school buildings that range in age from 50 to 100 years. It is a long term goal to extend the useful life of each of the remaining school building for another 25 years, more or less, which would allow for the future construction of a single K-8 facility to replace the existing six buildings. The elementary schools roof project is an example of a capital improvement designed to extend the useful life of those buildings.
- b. Public Safety – the Town recently completed construction of a new police headquarters which should have a fifty year useful life. The fire headquarters is approximately thirty years old with an estimated useful life of another thirty plus years. Expansion of the fire headquarters will likely be necessary in the next ten years. Fire Station 2 has a much shorter expected useful life, and will likely need to be renovated or replaced in the next 10-15 years.
- c. Other Needs – the Town Hall is nearing its 100th anniversary. The building is well constructed but poorly laid out for the modern operation of our local government. There will be some cosmetic work done to the interior to freshen the offices and bathroom facilities. The town is currently looking at window replacement. Ultimately, the Town Hall will need to be renovated or replaced in the next 10-20 years.



Capital Improvement
Program
FY2027 – FY2031

DEBT MANAGEMENT POLICY

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DEBT MANAGEMENT POLICY

A. Introduction

The use of long-term debt (debt with a repayment schedule longer than 12 months) via the issuance of municipal bonds is a necessary way for Agawam to address major facility, infrastructure and equipment needs. It allows the city to spread the cost of significant capital projects over a longer period of time. If the city accumulates too many bond obligations, the burden on taxpayers can become so great that it becomes difficult to pay both the city's annual operating costs and its annual debt service obligations. Great care and planning must be taken when incurring long-term debt to avoid placing an undue strain on future revenues, and potentially jeopardizing the city's ability to fund essential services. The purpose of this policy is to establish guidelines governing the use of long-term debt and demonstrate the city's commitment to full and timely repayment of all long term debt issued.

Massachusetts General Laws regulate the purposes for which municipalities may incur debt, and the maximum maturity for bonds issued for different municipal purposes. M.G.L. Chapter 44 specifies that the debt limit for communities is five percent of its equalized valuation as determined by the Commonwealth. The equalized valuation for Agawam for 2024 (the latest year set by the Commonwealth) was \$4,389,799,200. Based upon that equalized valuation, Agawam's debt limit would be approximately \$220 million. Please note that school projects approved by the Massachusetts School Building Authority fall outside the debt limit.

Massachusetts General Laws allow communities, subject to voter approval, to exclude certain debt from the limits imposed by Proposition 2½. A voter-approved exclusion for the purpose of raising funds for debt service costs is referred to as debt exclusion. Agawam received voter approval of a debt exclusion for the debt service costs associated with the new Agawam High School Project. The debt exclusion will allow the city to maintain financial flexibility in the future which will avoid the city potentially being forced to seek an override of Proposition 2½ to fund essential services in future annual operating budgets.



Capital Improvement
Program
FY2027 – FY2031

DEBT
MANAGEMENT
POLICY
(CONTINUED)

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B. Capital Improvement Program

The city has established and maintains a five (5) year Capital Improvement Program (CIP), including all proposed projects and major pieces of equipment that may require long term debt financing. The city's long-term debt strategies are structured to reflect its capital needs and ability to pay.

C. Bond Rating

Agawam currently has a bond rating of AA from Standard & Poor's. Agawam has a short term credit rating of SP1+ from Standard & Poor's which is the highest level of short term creditworthiness. A community's bond and credit ratings are important because they are major factors in determining the rate of interest a community pays when issuing bonds, as well as the level of market participation (number of bidders). All things being equal, the higher the bond and credit ratings, the lower the interest rate. Bond analysts (e.g. Moody's, Standard & Poor's, Fitch) typically look at four sets of factors in assigning a bond or credit rating:

Debt Factors: debt per capita, debt as a percentage of equalized valuation, rate of debt amortization and the amount of exempt versus non-exempt debt.

Financial Factors: operating surpluses or deficits, free cash as a percent of revenue, state aid reliance, property tax collection rates, unfunded pension and OPEB liability.

Economic Factors: property values, personal income levels, tax base growth, tax and economic base diversity, unemployment rates and population growth.

Management Factors: governmental structure, the existence of a capital improvement plan, the quality of accounting and financial reporting, etc.

The city continually strives to maintain its bond rating through sound financial management, receivables management, accounting and financial reporting, and increased reserves such as the Stabilization Fund and the Capital Stabilization Fund.



Capital Improvement
Program
FY2027 – FY2031

DEBT MANAGEMENT POLICY (CONTINUED)

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D. Debt Guidelines

General Fund Debt Service: A limit on debt service costs as a percentage of the city's total budget is especially important because of Proposition 2½ constraints on the city's budget. At the same time, the community's regular and well-structured use of long-term debt signifies the municipality's commitment to maintaining and improving its infrastructure. Municipal credit analysts often use 10% as a maximum benchmark for financial soundness. Agawam will, by policy, establish a debt service ceiling of 10%, meaning that annual debt service payments on bonded debt should not exceed 10% of the annual operating budget (e.g. - maximum debt service payments of \$13.75 million in Fiscal Year 2026). The city will also, by policy, establish a debt service floor of 2% (e.g. - \$2.75 million in Fiscal Year 2026) as an expression of support for continued investment in the city's public facilities, infrastructure and other capital assets.

Debt Maturity Schedule: As previously stated, Massachusetts General Laws Chapter 44 specifies the maximum maturity for bonds issued for various municipal purposes. A city may choose to borrow for a shorter period than allowed by the statutory limit. A reasonable maturity schedule not only reduces interest costs but balances the need to continually address capital improvements. The city will, by policy, establish a goal of issuing debt for shorter periods than the maximum allowable when the statutory limit exceeds 10 years. Exceptions may be made when grants, reimbursements or other situations warrant.

E. Debt Strategies

Alternative Financing Strategies: The city will continually pursue opportunities to facilitate capital projects and acquire capital by means other than conventional borrowing; such as grants, and low or zero interest loans from state agencies such as the Massachusetts Clean Water Trust (MCWT), Massachusetts School Building Authority (MSBA) or the Massachusetts Water Resources Authority (MWRA).

Debt Issuance: The city will work closely with its Financial Advisor and Bond Counsel to ensure that all legal requirements are met and that the lowest possible interest rate can be obtained. This includes preparation of the all-important disclosure document (official statement).



Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
RECURRING CAPITAL NEEDS

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PROJECT DESCRIPTIONS

The city will strive to provide approximately \$2.5 million dollars of annual appropriations for smaller or recurring capital needs of the community. The following are the recurring capital needs to be funded by annual appropriations as part of the city's annual operating budget:

I. RECURRING CAPITAL NEEDS

STREET AND INFRASTRUCTURE IMPROVEMENT PROGRAM

Funding is required for the improvement and maintenance of our local streets. Municipal street projects include the construction, reconstruction, widening, resurfacing of roads, maintenance of historic street lights, repair and installation of guard rails, repair of culverts and drainage systems, catch basin cleaning, trimming and/or removing diseased and dead trees on city property, repair and paving of city owned property and related work in the city's rights of way, pavement marking and signage. Appropriations will be supplemented with Chapter 90 funds from the Commonwealth to enhance pavement management and the Complete Streets program.

street paving



crack sealing



pavement marking





Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
RECURRING CAPITAL NEEDS

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Pavement Management includes:

Pavement Reconstruction: including but not limited to milling of top course pavement layer, installation of a crack reducing materials, overlay of new bituminous asphalt and full-depth reclamation and pavement reconstruction;

Pavement Preservation/Management: including, but not limited to fog sealing, crack sealing, chip sealing, cape sealing, micro surface or similar asphalt surface treatment application, and any other work related to pavement preservation;

Related Work: any work needed to accomplish pavement reconstruction or maintenance items such as street sweeping, tack coating, pavement markings, saw cutting, driveway apron installation, berm/curbing adjustment or installation, police/traffic management detail, etc.;

Engineering Design or Pavement Management Related Work: any work relating to the management, survey, design, or layout of pavement projects including, but not limited to right of way takings and pavement management programs/studies; and

Utility Structure Adjustments and Upgrades: utility adjustments required as a result of pavement projects including, but not limited to manhole, catch basin, water gate, hydrant and other related infrastructure adjustments or upgrades.



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PROJECT
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RECURRING CAPITAL NEEDS

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SIDEWALK REHABILITATION AND EXTENSION

Continuing implementation of a cost effective means to address deteriorating sidewalks and ensure compliance with the Americans with Disabilities Act to provide curb ramps and fulfill the sidewalk rehabilitation requirements as outlined in the city's Complete Streets Policy, a dedicated annual stream of revenue is proposed specifically to repair, rehabilitate and replace sidewalks. Funds will be used for material to repair, replace and construct new ADA compliant sidewalks. Funds are also included to remove trees that are impacting sidewalks impairing our ability to repair and/or replace sidewalks.

sidewalk rehabilitation



traffic light improvements



TRAFFIC LIGHT IMPROVEMENTS

Annual appropriation of funds to provide for upgrades of equipment and software for existing traffic lights. As older lenses are burning out, the Department of Public Works has implemented a policy to replace them with brighter more energy efficient LED lamps.



Capital Improvement
Program
FY2027 – FY2031

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RECURRING CAPITAL NEEDS

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DEPARTMENT OF PUBLIC WORKS VEHICLES & EQUIPMENT

An annual capital appropriation is included to provide for on-going replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for large, high value, Department of Public Works trucks and other capital equipment.

FIRE DEPARTMENT MOTOR VEHICLES & EQUIPMENT

An annual capital appropriation is proposed to provide for on-going replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for large, high value, Fire Department vehicles and other capital equipment. Please note that ambulances are funded entirely from the city's ambulance fund, and the Council is currently being asked to approve an appropriation and potential borrowing to purchase two new fire engines.



BUILDING MAINTENANCE DEPARTMENT VEHICLES & EQUIPMENT

An annual capital appropriation is proposed to provide for on-going replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for large, high value, Building Maintenance vehicles and other capital equipment.

POLICE DEPARTMENT VEHICLES

Police replacement vehicles are appropriated as part of the Police Department annual operating budget.



Capital Improvement
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SMALL CAPITAL PROJECTS

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II. SMALL CAPITAL PROJECTS

The following are smaller capital projects which may be funded by annual appropriations as part of the annual operating budget:

NETWORK INFRASTRUCTURE MODERNIZATION (Fiscal Year 2027)

Funds for a comprehensive modernization of all municipal networking infrastructure. This is designed to improve system reliability, strengthen cybersecurity, increase bandwidth capacity and ensure long term reliability. The Town's current network operates on switch families that are officially end of sale and end of service life, meaning that they longer receive manufacturer support or updates. As a result, there are elevated security risks. Project calls for replacement of existing HP switches with Aruba CX switches with centralized management through Aruba Central. Estimated cost is \$200,000.



JUNIOR HIGH SCHOOL FLOORING REPLACEMENT (Fiscal Year 2027)

Funds for replacement of failing sections of existing epoxy floor system on first floor of Junior High School with luxury vinyl tile (LVT). The existing flooring is failing, resulting in uneven surfaces, trip hazards and poor appearance. The floor replacement is required for safety and aesthetic reasons. Project will involve repair of existing substrate, priming the entire floor area, application of skim coat materials and installation of the new LVT flooring. Estimated cost is \$135,000.

FIRE HQ GENERATOR (Fiscal Year 2027)

Back-up Generator for Fire Headquarters. Estimated Cost is \$55,000.



Capital Improvement
Program
FY2027 – FY2031

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FIRE DEPARTMENT – FIRE RESCUE BOAT (Fiscal Year 2027)

Funds for replacement of the department's rescue boat which is nearly 30 years old, with a pitted hull and aging components that threaten mission readiness. Replace it with a modern craft featuring updated SAR technology and safer design will significantly enhance water rescue capabilities. Estimated cost is \$105,000.



FIRE DEPT: DISPATCH OPERATIONS IMPROVEMENTS (Fiscal Year 2028)

Funds for acquisition and implementation of new computer hardware and software that streamlines the movement of vital dispatch data to first responders. This new system allows a dispatcher to simply input the caller's incident data into the computer aided dispatch system, select the units for response and with the push of a button, those units are automatically and instantly notified of the incident location and call nature. This will enhance response efficiency and improve incident outcomes. Estimated cost is \$225,000.

FIRE HEADQUARTERS ROOF REPLACEMENT (Fiscal Year 2028)

Funds for replacement of the shingle roof system on the Fire Headquarters on Main Street. The roof is original to the building and is approximately 30 years old. While it has been one of the most durable and trouble free roofs amongst the city and school buildings (because it is a pitched roof), the shingles are nearing the end of their useful life and should be replaced. Estimated cost is \$245,000.



Capital Improvement
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FY2027 – FY2031

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FEASIBILITY STUDY - RECREATION CENTER AT PERRY LANE PARK (Fiscal Year 2028)

Funds to prepare a feasibility study and plans to construct a recreation center at Perry Lane Park. As part of the Agawam High School Project, a new Early Childhood Center will be created on the new high school campus. The city would plan to move its Parks and Recreation offices to the existing building at Perry Lane Park. The existing building could be renovated to provide small event spaces. The feasibility study would encompass renovations to the existing building and the potential construction of a gymnasium building on site. Estimated cost is \$125,000.



NEW TELEPHONE SYSTEM (Fiscal Year 2028)

Funds to replace existing on-premises PBX phone system with a modern cloud hosted PBX solution. The current system relies on controllers located in various town and school facilities that are beyond their recommended service life, making it increasingly difficult to repair and support. New system will be cloud based for greater redundancy and reliability. Estimated cost is \$75,000.

FIRE HEADQUARTERS HVAC UPGRADE (Fiscal Year 2028)

Funds for comprehensive replacement of aging HVAC equipment and controls, including three air handling units, two condensing units, one boiler and associated building automation system controls. Existing equipment is original to the late 1990's building and has reached the end of its serviceable life. The new system will be more energy efficient and reliable. Estimated cost is \$160,000.



Capital Improvement
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DPW FACILITY BOILER REPLACEMENT (Fiscal Year 2029)

Funds for replacement of the boilers at the DPW Facility with high efficiency low mass boilers. The existing boilers are 40 plus years old and require frequent maintenance and repairs. Estimated cost is \$170,000.



TOWN BUILDING AUTOMATION UPGRADE (Fiscal Year 2029)

Funds for upgrading the Energy Management Systems at the Agawam Senior Center and Fire Headquarters. The current software is outdated and will soon lose vendor support. The upgrade will allow Building Maintenance to maintain control over the HVAC systems. Estimated cost is \$25,000.00

FIRE STATION PAVING (Fiscal Year 2029)

Funds to repave parking lots at Fire Headquarters and Station 2. Estimated cost is \$225,000.

FIRE DEPARTMENT FURNITURE REPLACEMENT (Fiscal Year 2029)

Funds to replace aging furniture at Fire Headquarters and Station 2. Estimated cost is \$55,000.

DOERING SCHOOL HALLWAY FLOORING REPLACEMENT (Fiscal Year 2030)

Funds to replace aging vinyl composition tile in hallways with new luxury vinyl tile. Existing floor is chipping and deteriorating. Estimated cost is \$235,000.



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FIRE DEPARTMENT OVERHEAD DOOR REPLACEMENT (Fiscal Year 2031)

Funds for overhead door replacement at both fire stations. The overhead doors at Fire Headquarters will be nearly 35 years old by FY2031 and the doors at Station 2 are even older. They are showing signs of wear, mechanical failure, and poor insulation. Replacing them with modern, insulated, and faster-operating doors will improve energy efficiency, reduce maintenance downtime, and enhance response times and personnel safety during apparatus deployment. Estimated cost is \$180,000.



FIRE DEPARTMENT RADIO INFRASTRUCTURE IMPROVEMENTS (Fiscal Years 2030 and 2031)

Funds to build a new radio tower to maintain reliable radio communications throughout the community. Our existing system is stretched and a new tower will be needed to insure reliable service. In addition, the existing portable, mobile and dispatch radio equipment needs to be upgraded and migrated to a new digital network for our current VHF analog system. Estimated cost is \$1,100,000.



Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
LARGE CAPITAL PROJECTS

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III. LARGE CAPITAL PROJECTS

ELEMENTARY SCHOOL ROOF REPLACEMENT (Fiscal Year 2027)

The Town submitted statements of interest to the MSBA for each roofing project in an effort to secure some state assistance for the project. The Town was accepted into the MSBA Accelerated Repair Program which will reimburse the Town for approximately one-half of the cost of the projects. The timeline set by MSBA for the projects will be design in late 2026 with construction to follow in the 2027 construction season. Total estimated cost is \$5,450,000. The following are descriptions for each roof project:

SAPELLI ELEMENTARY SCHOOL ROOF

Funds for replacement of asphalt shingle and rubber membrane roofing systems and building waterproofing. The current roof system is 28 years old and is exhibiting signs of age with maintenance becoming more frequent as the membrane becomes more brittle. This is driving up maintenance costs required to maintain the building as weather tight. Treating the masonry will greatly diminish water and moisture issues from arising in the building. Estimated cost is \$1,450,000.



PHELPS ELEMENTARY SCHOOL ROOF

Funds for replacement of asphalt shingle and rubber membrane roofing systems, gutter repair/replacement, sheathing upgrades, limited window enhancements and building waterproofing. The existing roofing materials were installed in 1997 and are nearing the end of their useful life. The gutter system needs to be upgraded to a larger diameter to remove rainwater, this has become an issue with recent storms that have impacted the city, water has nowhere to go and is pooling around the foundation and being absorbed into the masonry. Building waterproofing will help address water and moisture problems in the facility. Estimated cost is \$1,225,000.





Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

LARGE CAPITAL PROJECTS

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GRANGER ELEMENTARY SCHOOL ROOF

Funds for replacement of asphalt shingle, rubber membrane and slate roofing systems, building waterproofing, drainage upgrades, and dormer restoration. The newest roofing materials were installed in 1997 and have nearly reached their end of their useful life. Building waterproofing needs to be applied to repel water and moisture from entering the building, grading and drainage upgrades are needed to pull water away from the foundation. Small upgrades to the entrance dormers are requested to address moisture issues. Estimated cost is \$1,425,000.



CLARK ELEMENTARY SCHOOL ROOF

Funds for replacement of the rubber membrane roofing system, building waterproofing and drainage upgrades. The roof was installed in 1997 and has nearly reached the end of its useful life. Building waterproofing needs to be applied to repel water and moisture from entering the building, grading and drainage upgrades are needed to pull water away from the foundation. Estimated cost is \$1,350,000.



Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

LARGE CAPITAL PROJECTS

20

DOERING SCHOOL ROOF REPLACEMENT (Fiscal Year 2030)

Funds for replacement of the rubber membrane roofing system, building waterproofing and drainage upgrades. The roof was installed on or about 2004 and is nearing the end of its useful life. Building waterproofing needs to be applied to repel water and moisture from entering the building, grading and drainage upgrades are needed to pull water away from the foundation. Estimated cost is \$1,850,000.



DPW BUILDING ROOF REPLACEMENT (Fiscal Year 2030)

Funds for replacement of the rubber membrane roofing system, building waterproofing and drainage upgrades. The roof was installed on or about 2004 and is nearing the end of its useful life. Building waterproofing needs to be applied to repel water and moisture from entering the building, grading and drainage upgrades are needed to pull water away from the foundation. Estimated cost is \$1,850,000.



Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
EXISTING APPROVED PROJECTS

21

IV. EXISTING APPROVED PROJECTS THAT ARE IN PROCESS OF COMPLETION

AGAWAM HIGH SCHOOL PROJECT (including a new Early Childhood Center)

The Council approved a bond authorization in the amount of \$230,245,504 for the design, construction and equipping of a new high school and the voters approved a debt exclusion override on June 11, 2024. The city will receive approximately \$100 million dollars in reimbursement from the Massachusetts School Building Authority for the project. The first phase (Community Wing) of the project is currently underway with a substantial completion date anticipated in December of 2026. The second phase (Academic Wing) will begin in January of 2027 with a substantial completion date of September 0f 2028. Final demolition and construction of new athletic fields is anticipated by late 2028 or early 2029. The new Early Childhood Center is anticipated to be completed by the fall of 2028.





Capital Improvement Program FY2027 – FY2031

PROJECT DESCRIPTIONS EXISTING APPROVED PROJECTS

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Gymnasium



Agawam High School Building Project Agawam, MA

FONTAINE BROS. LeftField FLANDERSBURGH

Auditorium



Agawam High School Building Project Agawam, MA

FONTAINE BROS. LeftField FLANDERSBURGH



Cafeteria



Agawam High School Building Project Agawam, MA

FONTAINE BROS. LeftField FLANDERSBURGH

Community Entry



Agawam High School Building Project Agawam, MA

FONTAINE BROS. LeftField FLANDERSBURGH



Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

EXISTING APPROVED PROJECTS

23

VETERANS MEMORIAL AT SCHOOL STREET PARK

The Veterans Memorial at School Street Park is nearing completion with the new bell tower expected to be completed by Memorial Day this year. The Veterans Council is gathering names for the latest memorial.





Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

EXISTING APPROVED PROJECTS

24

SUFFIELD/COOPER/ROWLEY STREET INTERSECTION

This project is expected to be completed during the 2026 construction season. The Town received nearly \$1 million dollars in funding from the Commonwealth through the Casino Mitigation Fund and the balance of funding was approved as part of the FY2026 Annual Operating Budget. Work includes realignment of the intersection, new traffic signals, western turn lane on Suffield Street north, new ADA compliant actuated pedestrian crosswalks and a mill and overlay of the area.



MAPLE STREET SAFE ROUTE TO SCHOOLS PROJECT (State Project)

The State expects to complete the Safe Route to Schools Project on Maple Street during the 2026 construction season.



Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
ENTERPRISE FUNDS

25

V. ENTERPRISE FUNDS

PUBLIC WORKS – WASTEWATER

WASTEWATER DEPARTMENT EQUIPMENT REPLACEMENT

An annual capital appropriation is included to provide for the ongoing replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for high value, large water capital equipment.

SEWER SYSTEM INFILTRATION/INFLOW EVALUATION SURVEY

This evaluation is mandated by MassDEP to follow up on the infiltration/inflow (i/i) study conducted in 2017 that identified areas of the sewer system that have levels of i/i that exceed MassDEP standards. The survey will examine in depth to identify where i/i is entering the system and develop remediation strategies to reduce i/i to meet or exceed the MassDEP standards. Phase A of survey will include smoke testing, dye/flood testing, manhole and pipeline inspections with an estimated cost of \$218,350. If required, Phase B of the survey will involve home inspections and more in depth investigations to determine i/i sources with an estimated cost of \$325,000.00.

MAIN STREET AREA SEWER REHABILITATION

Design and rehabilitation of existing 100 year old sanitary sewer main. Project limits are from approximately Cooper Street to Leonard Street. Work includes pipe replacement, lining and grouting in various sections of the project. Working with various contractors to investigate pipe condition via CCTV and ground penetrative radar. The city was awarded an earmark from the Commonwealth for \$1,500,000 to supplement the work in this area. Estimated design cost is \$300,000 and estimated construction cost is \$3,000,000 with the town's portion being \$1,500,000.





Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
ENTERPRISE FUNDS

26

SCHOOL STREET ODOR CONTROL & STATION IMPROVEMENTS

Construction of an odor control facility at the School Street Pump Station to treat problematic hydrogen sulfide odors emanating from the station. Work will also include replacement of pump motors, generator, land taking, fencing and masonry repairs with this project. Estimated cost is \$2,310,000.

SANITARY SEWER REPLACEMENT – BELVIDERE & BROOKLINE

Design of the sewer main replacement for Brookline and Belvidere Streets. This neighborhood has a history of sewer blockages and the city has applied for State Revolving Fund (SRF) loan for the estimated project construction costs, but these funds cannot be used for design. This project is in addition to the water main replacement and drainage replacement proposed under a separate SRF application. The lining of approximately 2,400 feet of root impacted sanitary sewer line will provide resiliency to the sanitary sewer system, reduce the potential for sewer backups and improve the overall condition of the sanitary sewer system, and reduce the treatment of non-wastewater due to reduced inflow and infiltration into the system. Estimated design cost is \$70,000.00.

INFILTRATION/INFLOW SEWER SYSTEM ABATEMENT

Upon completion of the sewer system infiltration study, the city will have identified areas that need repairs or replacement. There is no reliable estimate at this time for the needed work.



Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

ENTERPRISE FUNDS

27

WASTEWATER AND WATER JET/VAC TRUCK

Purchase of a new sewer vacuum & jetter truck to permit vacuuming of debris and the construction of a sanitary solids recovery station for handling the vacuumed material from the sewer lines. This will permit removal of solids such as rag, grease and sediment during routine system maintenance. This will reduce blockages, backups and overflows while also minimizing the possibility of corrosive gas formation that damages the sewer infrastructure. Total estimated cost is \$650,000 which will be split by the Wastewater and Water Departments.



PUBLIC WORKS - WATER

WATER DEPARTMENT EQUIPMENT REPLACEMENT

An annual capital appropriation is included to provide for the ongoing replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for high value, large water capital equipment.



Capital Improvement
Program
FY2027 – FY2031

PROJECT
DESCRIPTIONS
ENTERPRISE FUNDS

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WATER METER REPLACEMENT

Purchase and installation of new water meters over a 6 year period. Currently in year two of our meter replacement program which includes meter reading base stations, as well as the analytics software system to view and analyze the data. The system reads and records the water meter usage and monitors system pressure constantly. The system will make it easier to detect water main breaks and discover anomalies in water usage which will ultimately lead to a reduction in the amount of lost water in the system. Estimated cost is \$300,000 per year.

WATER MAIN REPLACEMENT – MAIN STREET

The water main replacement for Main Street was identified by Tighe & Bond using a hydraulic model of the city's water distribution system. The replacement of approximately 5,000 feet of water main (from Reed Street to Meadow Street) will provide improved fire flows in the area, increased resiliency by improving the hydraulic connection of the overall system, and improve the system's overall age. Estimated design cost is \$235,700 and cost of construction is \$2,357,000.



WATER MAIN REPLACEMENT – SOUTH STREET

The water main replacement for South Street was identified by Tighe & Bond using a hydraulic model of the city's water distribution system. The replacement of approximately 5,420 feet of water main will provide improved fire flows in the area, increased resiliency by improving the hydraulic connection of the water mains on Main and Suffield Streets, and improve the system's overall age. Estimated design cost is \$262,500.00 and estimated cost of construction is \$2,625,000.



Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

ENTERPRISE FUNDS

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WATER MAIN REPLACEMENT – BELVIDERE & BROOKLINE

The water main replacement for Brookline and Belvidere Streets. This neighborhood has a history of water main breaks and the city has applied for State Revolving Fund (SRF) loan for the estimated project construction costs but these funds cannot be used for design. This project is in addition to the sewer lining and drainage replacement proposed under a separate SRF application. The replacement of approximately 2,400 feet of undersized water main will provide improved fire flows in the area, add resiliency to the water system, and improve the overall age of the water system. Estimated design cost is \$141,750 and estimated cost of construction is \$1,417,500.

WATER MAIN REPLACEMENT – SUFFIELD STREET

The water main replacement for Suffield Street was identified by Tighe & Bond using a hydraulic model of the city's water distribution system. The replacement of approximately 4,176 feet of water main (from Route 57 overpass to Silver Street) will provide improved fire flows in the area, increased resiliency by improving the hydraulic connection of the overall system, and improve the system's overall age. Estimated design cost is \$189,000 and estimated cost of construction is \$1,890,000.

WATER MAIN REPLACEMENT – SILVER STREET, PERRY LANE & MILL STREET

The water main replacement for Silver Street, Perry Lane and Mill Street was identified by Tighe & Bond using a hydraulic model of the city's water distribution system. The replacement of approximately 3,478 feet of water main (from Suffield Street looping back to Mill Street via Silver Street/Perry Lane) will provide improved fire flows in the area, increased resiliency by improving the hydraulic connection of the overall system, and improve the system's overall age. Estimated design cost is \$157,500 and estimated cost of construction is \$1,575,000.



Capital Improvement
Program
FY2027 – FY2031

PROJECT DESCRIPTIONS

ENTERPRISE FUNDS

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WATER MAIN REPLACEMENT – RIVER ROAD

The water main replacement for River Road was identified by Tighe & Bond using a hydraulic model of the city's water distribution system. The replacement of approximately 15,000 feet of water main (from Main Street to the Route 57 rotary) will provide improved fire flows in the area, increased resiliency by improving the hydraulic connection of the overall system, and improve the system's overall age. Estimated design cost is \$420,000 and estimated cost of construction is \$4,200,000.



AGAWAM MUNICIPAL GOLF COURSE

GOLF COURSE EQUIPMENT

An annual capital appropriation is included to provide for the ongoing replacement of equipment on a scheduled maintenance program. Funds may be carried from one fiscal year to the next in order to provide funding for high value, large Municipal Golf Course capital equipment.





Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENT
APPROPRIATIONS
FY2027

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<u>GENERAL FUND APPROPRIATIONS</u>	
Description	Amount
Department of Public Works Equipment	\$580,000
Sidewalk Rehabilitation and Extension	\$250,000
Street/Infrastructure Improvement Program	\$600,000
Traffic Light Improvements	\$40,000
Junior High School Floor	\$135,000
Fire Department Equipment (including new fire boat)	\$182,000
Building Maintenance Equipment	\$35,000
IT Network Infrastructure Modernization	\$200,000
Fire HQ Generator	\$55,000
Total	\$2,077,000
<u>WASTEWATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Wastewater Equipment Replacement	\$47,174
Sewer System Infiltration Survey	\$218,350
Total	\$265,524
<u>WATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Water Equipment Replacement	\$47,174
Water Meter Replacement	\$350,000
Total	\$397,174
<u>GOLF ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Municipal Golf Course Equipment Replacement	\$25,000
Total	\$25,000



Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENT
APPROPRIATIONS
FY2028

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<u>GENERAL FUND APPROPRIATIONS</u>	
Description	Amount
Department of Public Works Equipment	\$500,000
Sidewalk Rehabilitation and Extension	\$250,000
Street/Infrastructure Improvement Program	\$600,000
Traffic Light Improvements	\$40,000
Feasibility Study – Recreation Center at Perry Lane Park	\$125,000
Fire Department Dispatch Operations Improvements	\$225,000
Fire Headquarters Roof and HVAC	\$405,000
New Telephone System	\$75,000
Fire Department Equipment	\$100,000
Building Maintenance Equipment	\$35,000
Total	\$2,355,000
<u>WASTEWATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Wastewater Equipment Replacement	\$47,174
Design Work for Sewer Replacement	\$100,000
Total	\$147,174
<u>WATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Water Equipment Replacement	\$47,174
Water Meter Replacement	\$350,000
Total	\$397,174
<u>GOLF ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Municipal Golf Course Equipment Replacement	\$25,000
Total	\$25,000



Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENT
APPROPRIATIONS
FY2029

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<u>GENERAL FUND APPROPRIATIONS</u>	
Description	Amount
Department of Public Works Equipment	\$500,000
Sidewalk Rehabilitation and Extension	\$250,000
Street/Infrastructure Improvement Program	\$600,000
Traffic Light Improvements	\$40,000
DPW Boiler Replacement	\$180,000
Town Hall HVAC Automation	\$30,000
Fire Department Furniture & Equipment	\$155,000
Fire Station Paving	\$225,000
Building Maintenance Equipment	\$35,000
Total	\$2,015,000
<u>WASTEWATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Wastewater Equipment Replacement	\$47,174
Design Work for Sewer Replacement	\$100,000
Total	\$147,174
<u>WATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Water Equipment Replacement	\$47,174
Water Meter Replacement	\$350,000
Total	\$397,174
<u>GOLF ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Municipal Golf Course Equipment Replacement	\$25,000
Total	\$25,000



Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENT
APPROPRIATIONS
FY2030

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<u>GENERAL FUND APPROPRIATIONS</u>	
Description	Amount
Department of Public Works Equipment	\$500,000
Sidewalk Rehabilitation and Extension	\$250,000
Street/Infrastructure Improvement Program	\$600,000
Traffic Light Improvements	\$40,000
Doering School Flooring	\$235,000
Fire Department Equipment	\$100,000
Building Maintenance Equipment	\$35,000
Fire Department Radio Replacement	\$500,000
Total	\$2,260,000
<u>WASTEWATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Wastewater Equipment Replacement	\$47,174
Design Work for Sewer Replacement	\$100,000
Total	\$147,174
<u>WATER ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Water Equipment Replacement	\$47,174
Water Meter Replacement	\$350,000
Total	\$397,174
<u>GOLF ENTERPRISE FUND APPROPRIATIONS</u>	
Description	Amount
Municipal Golf Course Equipment Replacement	\$25,000
Total	\$25,000



Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENT
APPROPRIATIONS
FY2031

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<u>GENERAL FUND APPROPRIATIONS</u>		Amount
Description		
Department of Public Works Equipment		\$500,000
Sidewalk Rehabilitation and Extension		\$250,000
Street/Infrastructure Improvement Program		\$600,000
Traffic Light Improvements		\$40,000
Fire Department Overhead Doors		\$180,000
Fire Department Radio Antenna		\$600,000
Fire Department Equipment		\$100,000
Building Maintenance Equipment		\$35,000
Total		\$2,305,000
<u>WASTEWATER ENTERPRISE FUND APPROPRIATIONS</u>		Amount
Description		
Wastewater Equipment Replacement		\$47,174
Design Work for Sewer Replacement		\$100,000
Total		\$147,174
<u>WATER ENTERPRISE FUND APPROPRIATIONS</u>		Amount
Description		
Water Equipment Replacement		\$47,174
Water Meter Replacement		\$300,000
Total		\$347,174
<u>GOLF ENTERPRISE FUND APPROPRIATIONS</u>		Amount
Description		
Municipal Golf Course Equipment Replacement		\$25,000
Total		\$25,000



Capital Improvement
Program
FY2027 – FY2031

CAPITAL
IMPROVEMENTS
NEW BONDS

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Project Description and Anticipated 1 st Year Bond Payment	Amount	Projected 1 st Year Bond Payment
<u>NEW GENERAL FUND PROJECTS</u>		
Elementary School Roofs (FY2029)	\$5,450,000	\$252,063
Fire Engines (FY2029)	\$2,577,398	\$367,279
Agawam High School Project (FY2030)	\$129,427,167	\$9,814,893
DPW Building Roof Replacement (FY2030)	\$1,850,000	\$201,958
Doering School Roof Replacement (FY2030)	\$1,850,000	\$201,958
<u>WATER FUND PROJECTS</u>		
Main Street Water Main Replacement (FY2028)	\$2,357,000	\$218,023
South Street Water Main Replacement (FY2029)	\$2,625,000	\$242,813
Suffield Street Water Main Replacement (FY2030)	\$1,890,000	\$174,825
Belvidere/Brookline Water Main Replacement (FY2030)	\$1,417,500	\$131,119
Silver/Perry/Mill Water Main Replacement (FY2031)	\$1,575,000	\$145,688
Vacuum/Jet Truck (FY2031)	\$325,000	\$46,313
River Road Water Main Replacement (FY2031)	\$4,200,000	\$388,500
<u>WASTEWATER FUND PROJECTS</u>		
Reed Street Outfall Project (FY2027)	\$691,600	\$98,553
Main Street Sewer Rehabilitation (FY2028)	\$1,500,000	\$138,750
School Street Odor Control (FY2029)	\$2,310,000	\$213,675
Vacuum/Jet Truck (FY2031)	\$325,000	\$46,313
(*all projected bond payments are based on an annual bond interest rate of 4.25%)		



Capital Improvement
Program
FY2027 – FY2031

ANNUAL
APPROPRIATIONS
FY2027 TO FY2031

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	FY2027	FY2028	FY2029	FY2030	FY2031
GENERAL FUND APPROPRIATIONS	\$2,077,000	\$2,355,000	\$2,015,000	\$2,260,000	\$2,305,000
WATER FUND APPROPRIATIONS	\$397,174	\$397,174	\$397,174	\$397,174	\$397,174
WASTEWATER FUND APPROPRIATIONS	\$265,524	\$147,174	\$147,174	\$147,174	\$147,174
GOLF FUND APPROPRIATIONS	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
TOTAL ANNUAL APPROPRIATIONS	\$2,764,698	\$2,924,348	\$2,584,348	\$2,829,348	\$2,874,348



Capital Improvement
Program
FY2027 – FY2031

ANNUAL
APPROPRIATIONS
FY2027 TO FY2031

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\$3,000,000
\$2,900,000
\$2,800,000
\$2,700,000
\$2,600,000
\$2,500,000
\$2,400,000

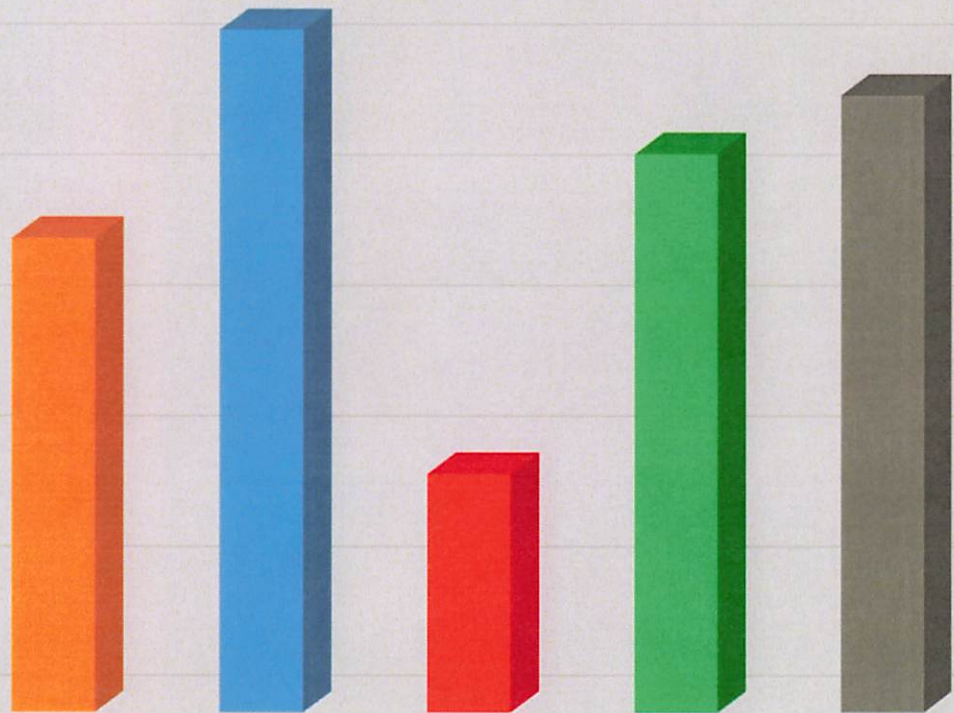
FY2027

FY2028

FY2029

FY2030

FY2031





Capital Improvement
Program
FY2027 – FY2031

GENERAL FUND
EXISTING BOND
COSTS
(FY2027 – FY2031)

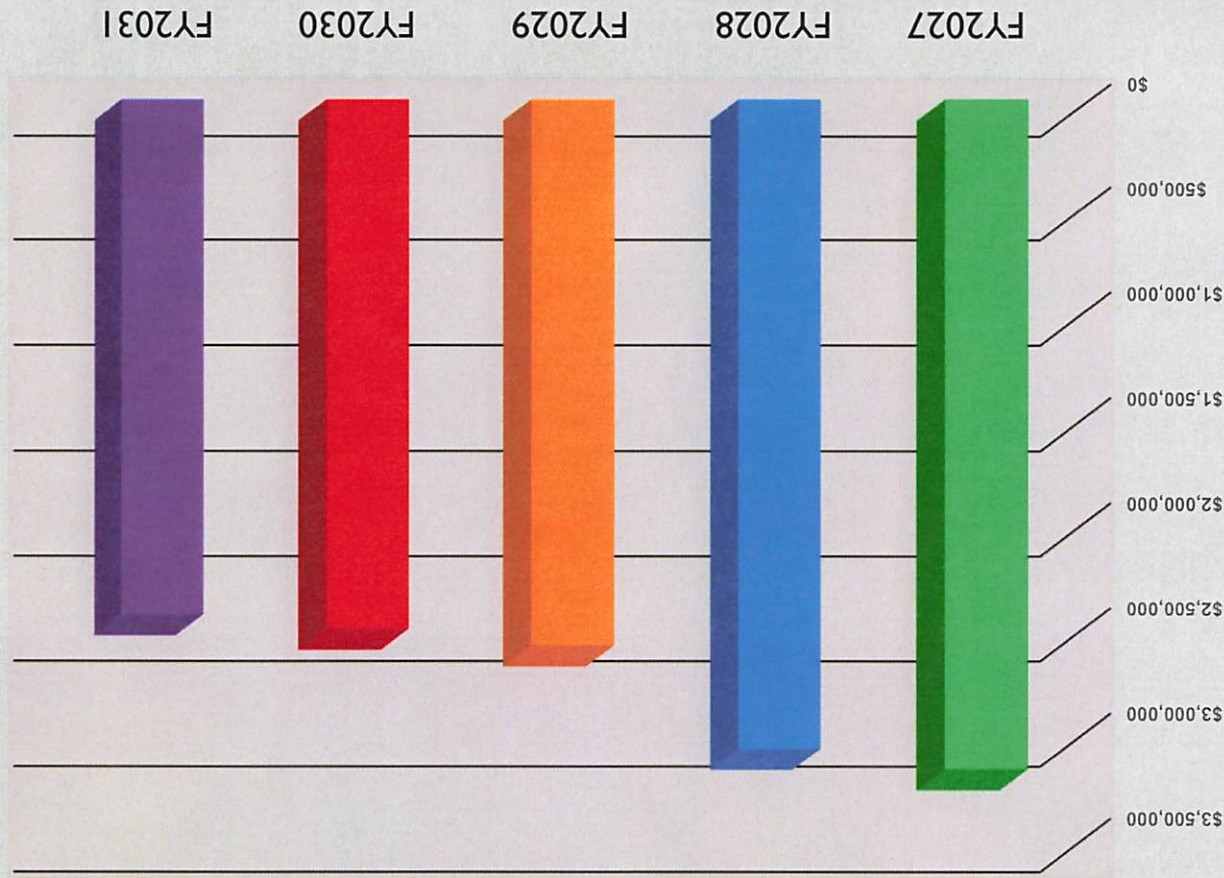
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	FY2027	FY2028	FY2029	FY2030	FY2031
Senior Center	\$357,361	\$342,454			
Building Maintenance Ext	\$5,725	\$5,600	\$5,450	\$5,300	\$5,150
Athletic Facilities	\$570,470	\$560,370	\$545,270	\$535,270	\$525,270
Middle School Boiler	\$37,800	\$36,400			
DPW Façade Repair	\$17,280	\$16,640			
Middle School Stormwater	\$124,250	\$114,000	\$109,000	\$104,000	\$102,000
Jr High Boiler	\$35,250	\$33,750	\$27,250	\$26,000	\$25,500
LED Streetlights	\$142,600	\$136,600	\$130,600	\$119,600	\$117,300
Police Station/Still Brook/Library	\$1,897,969	\$1,845,219	\$1,782,719	\$1,730,469	\$1,678,219
Existing General Fund Bond Costs	\$3,188,705	\$3,091,033	\$2,600,289	\$2,520,639	\$2,453,439

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GENERAL FUND
EXISTING BOND
COSTS
(FY2027 – FY2031)

Capital Improvement
Program
FY2027 – FY2031





Capital Improvement
Program
FY2027 – FY2031

GENERAL FUND
EXISTING AND NEW
BOND COSTS
(FY2027 – FY2031)

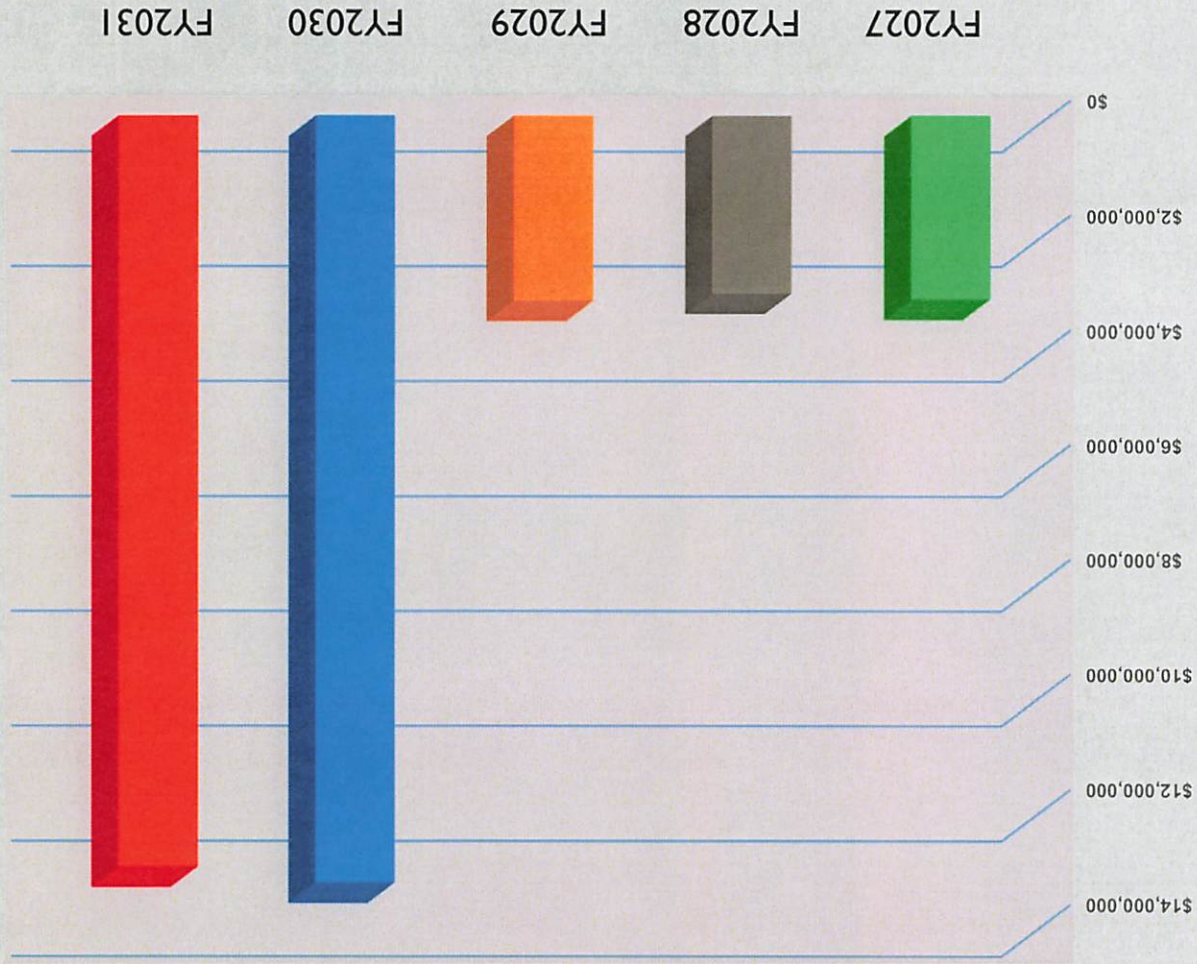
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PROJECT	FY2027	FY2028	FY2029	FY2030	FY2031
Senior Center	\$357,361	\$342,454			
Building Maintenance Extension	\$5,725	\$5,600	\$5,450	\$5,300	\$5,150
Athletic Facilities	\$570,470	\$560,370	\$545,270	\$535,270	\$525,270
Middle School Boiler	\$37,800	\$36,400			
DPW Façade Repair	\$17,280	\$16,640			
Middle School Sewer/Stormwater	\$124,250	\$114,000	\$109,000	\$104,000	\$102,000
Jr High Boiler	\$35,250	\$33,750	\$27,250	\$26,000	\$25,500
LED Streetlights	\$142,600	\$136,600	\$130,600	\$119,600	\$117,300
Police Station/Still Brook/Library	\$1,897,969	\$1,845,219	\$1,782,719	\$1,730,469	\$1,678,219
Existing General Fund Bond Costs	\$3,188,705	\$3,091,033	\$2,600,289	\$2,520,639	\$2,453,439
Elementary School Roofs			\$252,063	\$246,272	\$240,481
Fire Engines			\$367,279	\$356,325	\$345,371
DPW Building Roof				\$201,958	\$196,717
Doering School Roof				\$201,958	\$196,717
Agawam High School Project				\$9,814,893	\$9,631,538
Projected New Bond Costs	\$0	\$0	\$619,342	\$10,821,406	\$10,610,824
Total Existing and New Bond Costs	\$3,188,705	\$3,091,033	\$3,219,631	\$13,342,045	\$13,064,263

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GENERAL FUND
EXISTING AND NEW
BOND COSTS
(FY2027 – FY2031)

Capital Improvement
Program
FY2027 – FY2031





Capital Improvement
Program
FY2027 – FY2031

SELF SUSTAINING
DEPARTMENTS
EXISTING BOND
COSTS
(FY2027 – FY2031)

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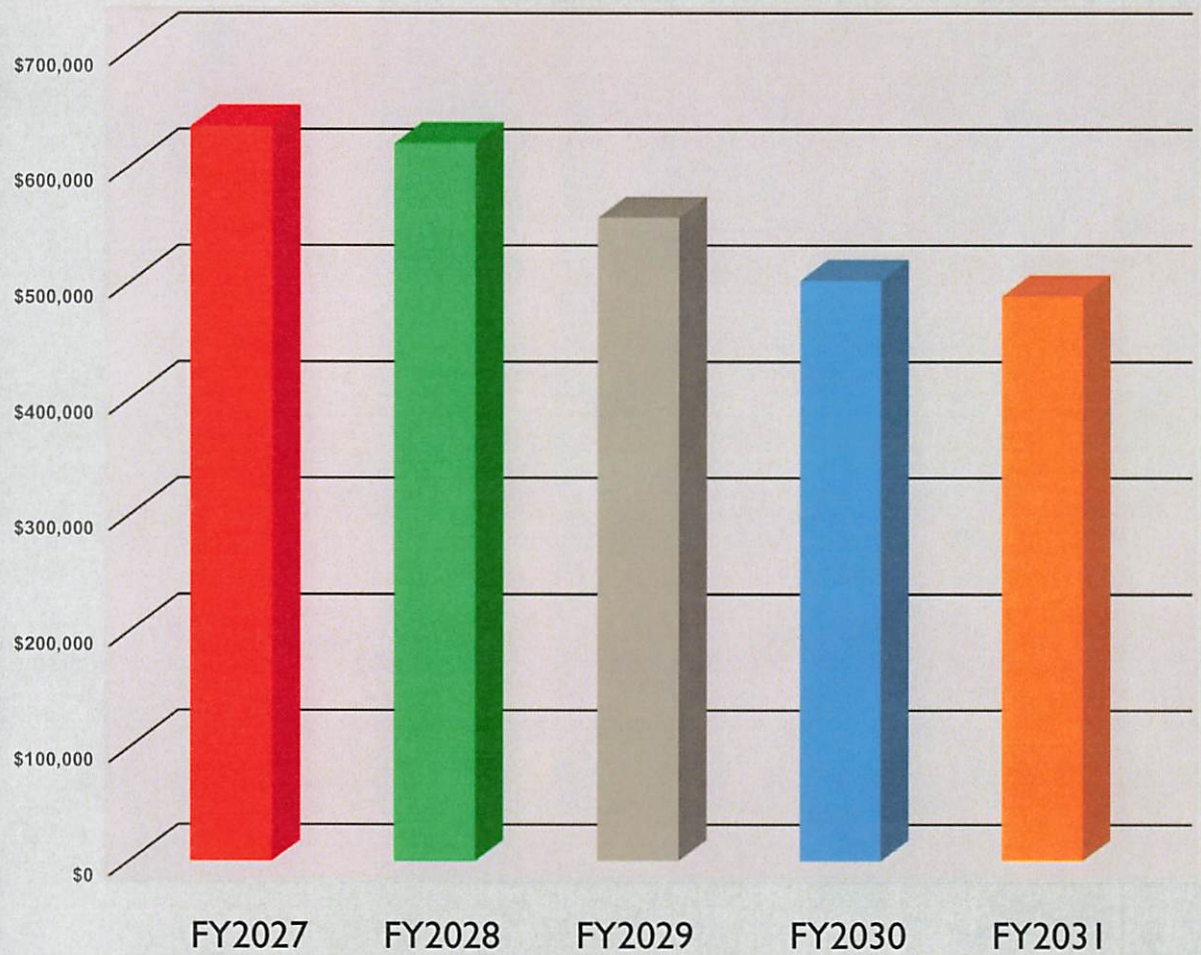
PROJECT	FY2027	FY2028	FY2029	FY2030	FY2031
WATER FUND					
No Westfield St Water Main	\$374,700	\$365,700	\$356,700	\$347,700	\$338,700
DPW Façade Repair	\$12,960	\$12,480			
Existing Water Bond Costs	\$387,660	\$378,180	\$356,700	\$347,700	\$338,700
WASTEWATER FUND					
Westfield River Force Main	\$40,626	\$40,626	\$40,626		
Feeding Hills Center Sewer	\$166,025	\$162,400	\$158,050	\$153,700	\$149,350
Storage Tanks	\$27,000	\$26,000			
DPW Façade Repair	\$12,960	\$12,480			
Existing Wastewater Bond Costs	\$246,611	\$241,506	\$198,676	\$153,700	\$149,350
Total Self Sustaining Bond Costs	\$634,271	\$619,686	\$555,376	\$501,400	\$488,050



Capital Improvement
Program
FY2027 – FY2031

SELF SUSTAINING
DEPARTMENTS
EXISTING BOND
COSTS
(FY2027 – FY2031)

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Capital Improvement
Program
FY2027 – FY2031

SELF SUSTAINING
DEPARTMENTS
EXISTING AND NEW
BOND COSTS
(FY2027 - FY2031)

45

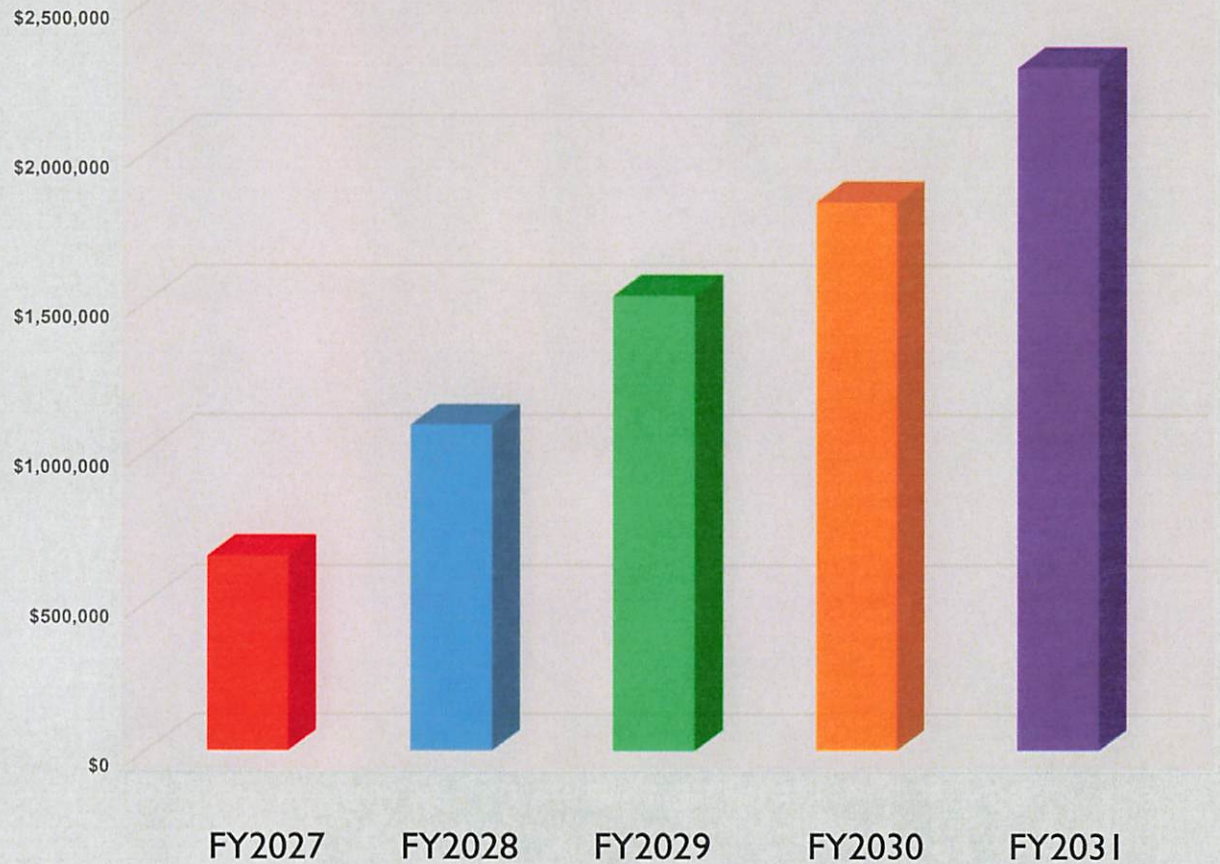
EXISTING WATER PROJECTS	FY2027	FY2028	FY2029	FY2030	FY2031
North Westfield Street Water Main	\$374,700	\$365,700	\$356,700	\$347,700	\$338,700
DPW Façade Repair	\$12,960	\$12,480			
Existing Water Bond Costs	\$387,660	\$378,180	\$356,700	\$347,700	\$338,700
PROPOSED WATER PROJECTS					
Main Street Water Main		\$218,023	\$213,014	\$208,005	\$202,997
South Street Water Main			\$242,813	\$237,234	\$231,656
Suffield Street Water Main				\$174,825	\$170,809
Belvidere/Brookline Water Main				\$131,119	\$128,107
Jet/Vac Truck				\$46,313	\$44,931
Silver/Perry/Mill Street Water Main					\$145,688
River Road Water Main					\$388,500
Proposed Water Bond Costs	\$0	\$218,023	\$455,827	\$797,496	\$1,312,688
EXISTING WASTEWATER PROJECTS					
Westfield River Force Main	\$40,626	\$40,626	\$40,626		
Feeding Hills Center Sewer	\$166,025	\$162,400	\$158,050	\$153,700	\$149,350
Storage Tanks	\$27,000	\$26,000			
DPW Façade Repair	\$12,960	\$12,480			
Existing Wastewater Bond Costs	\$246,611	\$241,506	\$198,676	\$153,700	\$149,350
PROPOSED WASTEWATER PROJECTS					
Main Street Sewer		\$138,750	\$135,563	\$132,375	\$129,188
Reed Street Outfall Project		\$98,553	\$95,614	\$92,674	\$89,735
School Street Odor Control			\$213,675	\$208,766	\$203,858
Jet/Vac Truck				\$46,313	\$44,931
Proposed Wastewater Bond Costs	\$0	\$237,303	\$444,852	\$480,128	\$467,712
Total Existing Bond Costs	\$634,271	\$619,686	\$555,376	\$501,400	\$488,050
Total Existing and Proposed Bond Costs	\$634,271	\$1,075,012	\$1,456,055	\$1,779,024	\$2,268,450



Capital Improvement
Program
FY2027 – FY2031

SELF SUSTAINING
DEPARTMENTS
EXISTING AND NEW
BOND COSTS
(FY2027 - FY2031)

46





Capital Improvement
Program
FY2027 – FY2031

USEFUL LIFE
TOWN & SCHOOL
BUILDINGS

47

Buidling Component	Agawam Junior High	Doering Midde School
Roof	LT	MT
Boilers	LT	LT
Unit Vents/Air Handling Equipment	ST	MT
Electrical/Plumbing Systems	LT	LT
Flooring - Hallways	ST	ST
Flooring - Classrooms	LT	LT
Windows/Doors	LT	MT
Lighting	MT	MT
Generator	LT	MT
Elevator	MT	MT
Buidling Component	Clark School	Granger School
Roof	ST	ST
Boilers	MT	LT
Unit Vents/Air Handling Equipment	MT	MT
Electrical/Plumbing Systems	LT	LT
Flooring - Hallways	MT	MT
Flooring - Classrooms	LT	LT
Windows/Doors	MT	MT
Lighting	MT	MT
Elevator	n/a	MT

Useful Life: ST = 5 to 10 years | MT = 10 to 20 years | LT = 20 + years



Capital Improvement
Program
FY2027 – FY2031

USEFUL LIFE
TOWN & SCHOOL
BUILDINGS
(CONTINUED)

48

Buidling Component	Phelps School	Sapelli School
Roof	ST	ST
Boilers	MT	ST
Unit Vents/Air Handling Equipment	MT	MT
Electrical/Plumbing Systems	LT	LT
Flooring - Hallways	MT	MT
Flooring - Classrooms	LT	LT
Windows/Doors	MT	MT
Lighting	ST	ST
Elevator	MT	n/a
Buidling Component	Building Maint	DPW
Roof	LT	ST
Boilers	LT	ST
Unit Vents/Air Handling Equipment	MT	MT
Electrical/Plumbing Systems	LT	LT
Flooring	LT	ST
Windows/Doors	LT	MT
Lighting	MT	MT

Useful Life: ST = 5 to 10 years | MT = 10 to 20 years | LT = 20 + years



Capital Improvement
Program
FY2027 – FY2031

USEFUL LIFE
TOWN & SCHOOL
BUILDINGS
(CONTINUED)

49

Buidling Component	Fire HQ	Fire Station 2
Roof	ST	ST
Boilers	MT	ST
Unit Vents/Air Handling Equipment	MT	n/a
Electrical/Plumbing Systems	LT	LT
Flooring	MT	MT
Windows/Doors	MT	MT
Lighting	MT	MT
Buidling Component	Senior Center	Library
Roof	MT	LT
Boilers	LT	LT
Unit Vents/Air Handling Equipment	MT	MT
Electrical/Plumbing Systems	LT	LT
Flooring	LT	LT
Windows/Doors	MT	MT
Lighting	LT	LT
Elevator	LT	LT

Useful Life: ST = 5 to 10 years | MT = 10 to 20 years | LT = 20 + years



Capital Improvement
Program
FY2027 – FY2031

USEFUL LIFE
TOWN & SCHOOL
BUILDINGS
(CONTINUED)

50

Buidling Component	Town Hall	Golf Clubhouse
Roof	LT	LT
Boilers	LT	LT
Unit Vents/Air Handling Equipment	LT	n/a
Electrical/Plumbing Systems	LT	LT
Flooring	MT	MT
Windows/Doors	ST	LT
Lighting	ST	MT

Useful Life: ST = 5 to 10 years | MT = 10 to 20 years | LT = 20 + years



THANK YOU

**TO THE CAPITAL IMPROVEMENT TEAM
BRIAN PAGELLA, MARIO MAZZA, ALAN SIROIS
& NADINE PORFILIO**

**CHRISTOPHER C. JOHNSON
MAYOR**

**PETITION FOR ZONE CHANGE BY CHARLIE'S GARDEN PARK, L.L.C. FOR
PROPERTY LOCATED AT 1399 SUFFIELD STREET, AGAWAM, HAMPDEN
COUNTY, MASSACHUSETTS (ASSESSOR PARCEL I3-2-7) AND
PROPERTY KNOWN AS PARCEL 2 SUFFIELD STREET, AGAWAM, HAMPDEN
COUNTY, MASSACHUSETTS (ASSESSOR PARCEL I3-2-31)**

WHEREAS, Charlie's Garden Park, L.L.C. (the "Petitioner") is the owner of a parcel of land located at 1399 Suffield Street, Agawam, Hampden County, Massachusetts (Assessor Parcel I3-2-7) and Parcel 2 Suffield Street, Agawam, Hampden County, Massachusetts (Assessor Parcel I3-2-3) which are more particularly described in a deed which is recorded in the Hampden County Registry of Deeds in Book 25589, Page 309; and

WHEREAS, Charlie's Garden Park, L.L.C. has submitted a Petition dated March 23, 2026 seeking to add a portion of the Assessors Parcels described above to the Agawam Mixed-Use Business C District and to change the zoning on the balance of the Parcels from the Business A District to the Agricultural District; and

WHEREAS, the Petitioner indicates in its Petition that "[t]he proposed zoning amendment is intended to allow for mixed light commercial and residential development on the site appropriate to the neighborhood... [and it]... would support mixed-uses on the subject property that aligns with the transition from commercial to residential..."; and

WHEREAS, the Petitioner further indicates in its Petition that the zone change "*will be desirable and without substantial detriment to the public good*"; and

NOW THEREFORE, the Agawam City Council hereby resolves as follows:

1. to amend Article XIX of the Code of the Town of Agawam entitled "Mixed-Use Business C District" by amending Paragraph A of §180-141 to add the following to the list of properties contained therein: "that portion of Assessors Parcels I3-2-7 and I3-2-31 which is designated as "PROPOSED ZONE MIXED-USE BUSINESS C OVERLAY DISTRICT" on the plan entitled "PLAN FOR ZONING MAP AMENDMENT 1399 Suffield Street & Par 2 Suffield Street Agawam, Massachusetts Parcel IDs: I3-2-7 & I3-2-31" dated March 17, 2026 by R. Levesque Associates" - a copy of said plan is attached hereto and incorporated herein by reference; and
2. to change the zoning of that portion of Assessors Parcels I3-2-7 and I3-2-31 which is designated as "PROPOSED ZONE AGRICULTURE" on the plan entitled "PLAN FOR ZONING MAP AMENDMENT 1399 Suffield Street & Par 2 Suffield Street Agawam, Massachusetts Parcel IDs: I3-2-7 & I3-2-31" dated March 17, 2026 by R. Levesque Associates" from the Business A District to the Agricultural District - a copy of said plan is attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

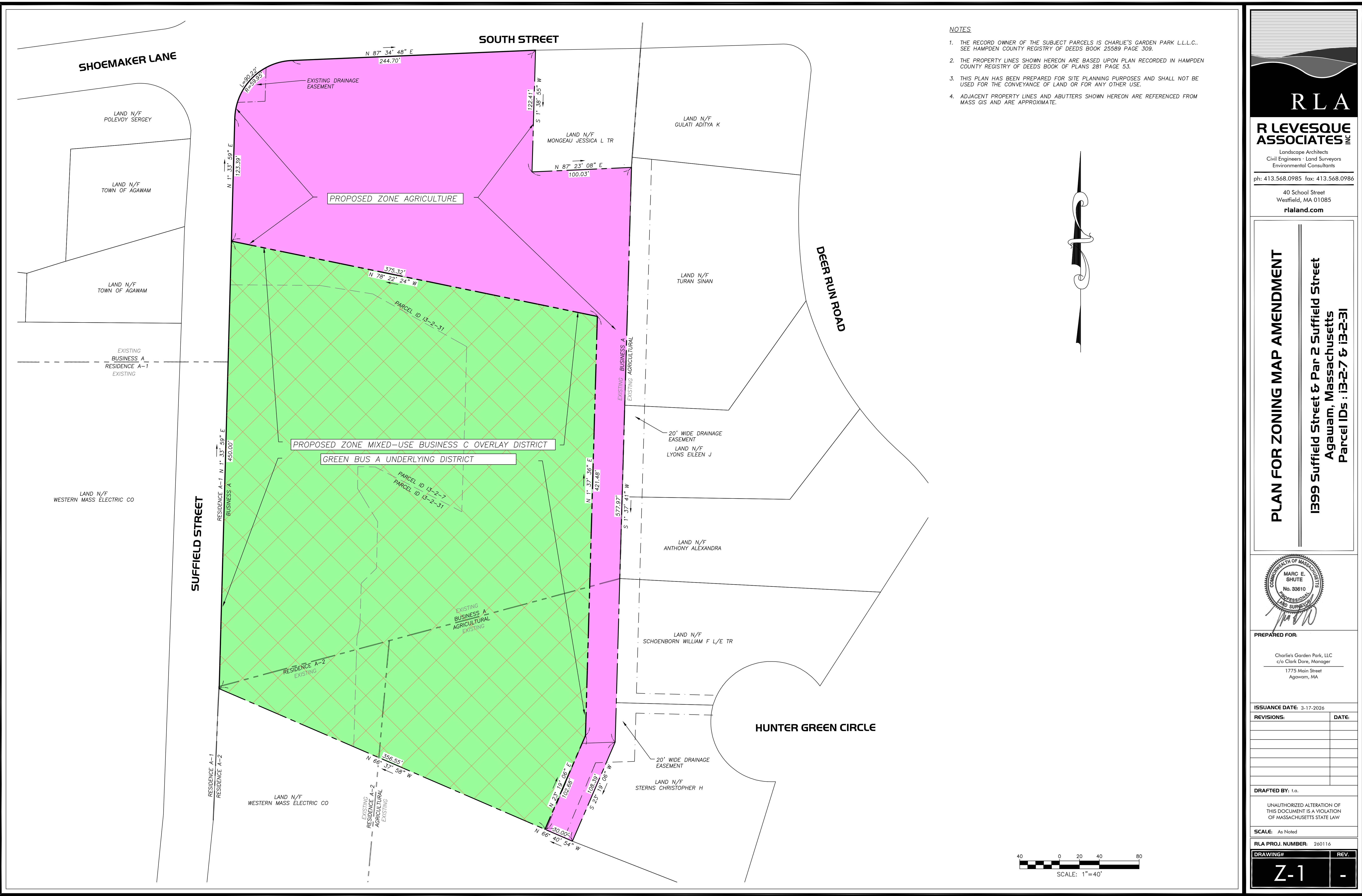
APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, Solicitor



S:\Projects\2026\260116 - Dore - 1399 Suffield St. (Twin Silos), Agawam\05 Civil 3D\260116 - Zone Change Plan.dwg



- NOTES
1. THE RECORD OWNER OF THE SUBJECT PARCELS IS CHARLIE'S GARDEN PARK L.L.C.. SEE HAMPDEN COUNTY REGISTRY OF DEEDS BOOK 25589 PAGE 309.
 2. THE PROPERTY LINES SHOWN HEREON ARE BASED UPON PLAN RECORDED IN HAMPDEN COUNTY REGISTRY OF DEEDS BOOK OF PLANS 281 PAGE 53.
 3. THIS PLAN HAS BEEN PREPARED FOR SITE PLANNING PURPOSES AND SHALL NOT BE USED FOR THE CONVEYANCE OF LAND OR FOR ANY OTHER USE.
 4. ADJACENT PROPERTY LINES AND ABUTTERS SHOWN HEREON ARE REFERENCED FROM MASS GIS AND ARE APPROXIMATE.

R LEVESQUE ASSOCIATES INC
Landscape Architects
Civil Engineers - Land Surveyors
Environmental Consultants
ph: 413.568.0985 fax: 413.568.0986
40 School Street
Westfield, MA 01085
rlaland.com

PLAN FOR ZONING MAP AMENDMENT

1399 Suffield Street & Par 2 Suffield Street
Agawam, Massachusetts
Parcel IDs : 13-2-7 & 13-2-31

MARC E. SHUTE
No. 33610
PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

Charlie's Garden Park, LLC
c/o Clark Dore, Manager
1775 Main Street
Agawam, MA

ISSUANCE DATE: 3-17-2026	
REVISIONS:	DATE:
DRAFTED BY: t.a.	
UNAUTHORIZED ALTERATION OF THIS DOCUMENT IS A VIOLATION OF MASSACHUSETTS STATE LAW	
SCALE: As Noted	
RLA PROJ. NUMBER: 260116	
DRAWING#	REV.
Z-1	-

Request for Zoning Map Amendment

Under Town of Agawam Zoning Ordinance Section 180-3 – Building Zone Map.

Proposed Underlying & Overlay District Zoning Map Amendment

Project Location:

1399 Suffield Street & Parcel 2 Suffield Street
Agawam, Massachusetts 01001
(Parcel IDs: I3-2-7 & I3-2-31)

Submitted To:

Town of Agawam City Council
36 Main Street
Agawam, Massachusetts 01001

Applicant & Property Owner:

Charlie's Garden Park, LLC
c/o Clark Dore, Manager
1775 Main Street
Agawam, Massachusetts 01001

RLA Project File No. 260116

March 23, 2026

R LEVESQUE ASSOCIATES, INC.

A LAND PLANNING SERVICES COMPANY

40 School Street, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rlaland.com



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- APPENDIX B: COLOR RENDERING

I. PETITION LETTER

R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rland.com



March 23, 2026

Anthony J. Russo, Council President
Town of Agawam City Council
36 Main Street
Agawam, Massachusetts 01001

RE: Request for Zoning Map Amendment
1399 Suffield Street & Parcel 2 Suffield Street
Agawam, Massachusetts 01001
(Parcel IDs: I3-2-7 & I3-2-31)
RLA Project File No. 260116

Dear President Russo and Councilors:

On behalf of the applicant and property owner, Charlie's Garden Park, LLC c/o Clark Dore, Manager, R Levesque Associates, Inc. is submitting this Request for Zoning Map Amendment for the above-referenced properties in Agawam, Massachusetts.

PROPERTY DESCRIPTION

The subject properties are located on the corner of Suffield Street and South Street and consist of approximately $6.28 \pm$ cumulative acres. The subject properties are owned by Charlie's Garden Park, LLC and are recorded under the Hampden County Registry of Deeds in Book 25589, Page 309. A copy of the deed reference is included within this petition packet under Section 3. According to the Town of Agawam Zoning Map, 1399 Suffield Street is split zoned between Business A and Residence A-2, and Parcel 2 Suffield Street is split zoned between Business A, Residence A-2, and Agricultural. A Locus Map depicting the properties' location and current zoning is included within this petition packet under Section 2.

ZONING MAP AMENDMENT PETITION

The petitioner respectfully requests that the Town of Agawam grant the above-referenced Zoning Map Amendment under the Massachusetts General Laws Chapter 40A Section 5 to amend the Town of Agawam Building Zone Map to allow for underlying zoning of Business A ($2.17 \pm$ acres) and Agricultural ($4.11 \pm$ acres), with the application of the Business C Mixed-Use Overlay District over the proposed Business A portion of the properties. Please see the accompanying filing plan for demarcation of the proposed zone lines.



STATEMENT OF PURPOSE

The proposed zoning amendment is intended to allow for mixed light commercial and residential development on the site appropriate to the neighborhood. The proposed application of the Mixed-Use Business C overlay would support mixed-uses on the subject property that aligns with the transition from commercial to residential.

STATEMENT OF JUSTIFICATION

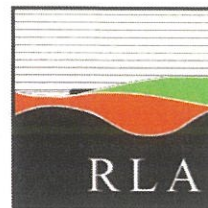
Facts to support a finding that the proposed Zoning Map Amendment will be desirable and without substantial detriment to the public good:

1. Rezoning the property will create opportunities for residential and mixed-use development that can make efficient use of the site while supporting the availability of housing and neighborhood-serving uses.
2. The requested amendment will not result in a substantial detriment to the public good, as the surrounding area already contains residential neighborhoods and a mix of uses similar to those allowed within the Mixed-Use Business C overlay. The overlay is specifically designed to ensure that commercial and residential activities are compatible with one another and with surrounding properties.
3. The site contains sufficient area and configuration to accommodate residential or mixed-use development while providing appropriate circulation, open space, and site design elements consistent with the district's development standards.
4. The Mixed-Use Business C overlay encourages development that integrates residential uses with small-scale commercial or service uses in a manner that supports pedestrian activity, neighborhood services, and a high-quality built environment. Allowing this overlay at the subject properties will promote a more appropriate transition between residential areas and nearby commercial activity while supporting future development that is compatible with the surrounding neighborhood.
5. The underlying zoning of Business A, with Agricultural zoning along the north and east property lines, establishes a framework that preserves the existing development pattern and character of the area. The proposed Mixed-Use Business C overlay builds upon this foundation by allowing for context-sensitive infill and redevelopment, rather than introducing uses or intensities that would be inconsistent with the surrounding environment.

R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rland.com



CONCLUSION

Understanding the above, the proposed Zoning Map Amendment is not detrimental to the public good and does not substantially derogate from the intent of and purpose of the Town of Agawam Zoning Ordinance. Based on the foregoing, and all the supplemental information attached, the applicant respectfully requests that the Town of Agawam City Council grant the requested Zoning Map Amendment under the Town of Agawam Zoning Ordinance.

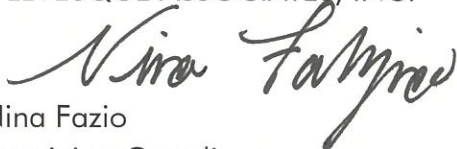
Property Owner Signature: _____


Clark Dore, Manager on behalf of Charlie's Garden Park, LLC

As required, a copy of this submission has been provided electronically via email to the Town of Agawam City Council and Planning Board. We are requesting to be placed on the City Council's next available agenda. Should you have any questions or comments regarding this submission, please do not hesitate to contact our office at your earliest convenience.

Sincerely,

R LEVESQUE ASSOCIATES, INC.

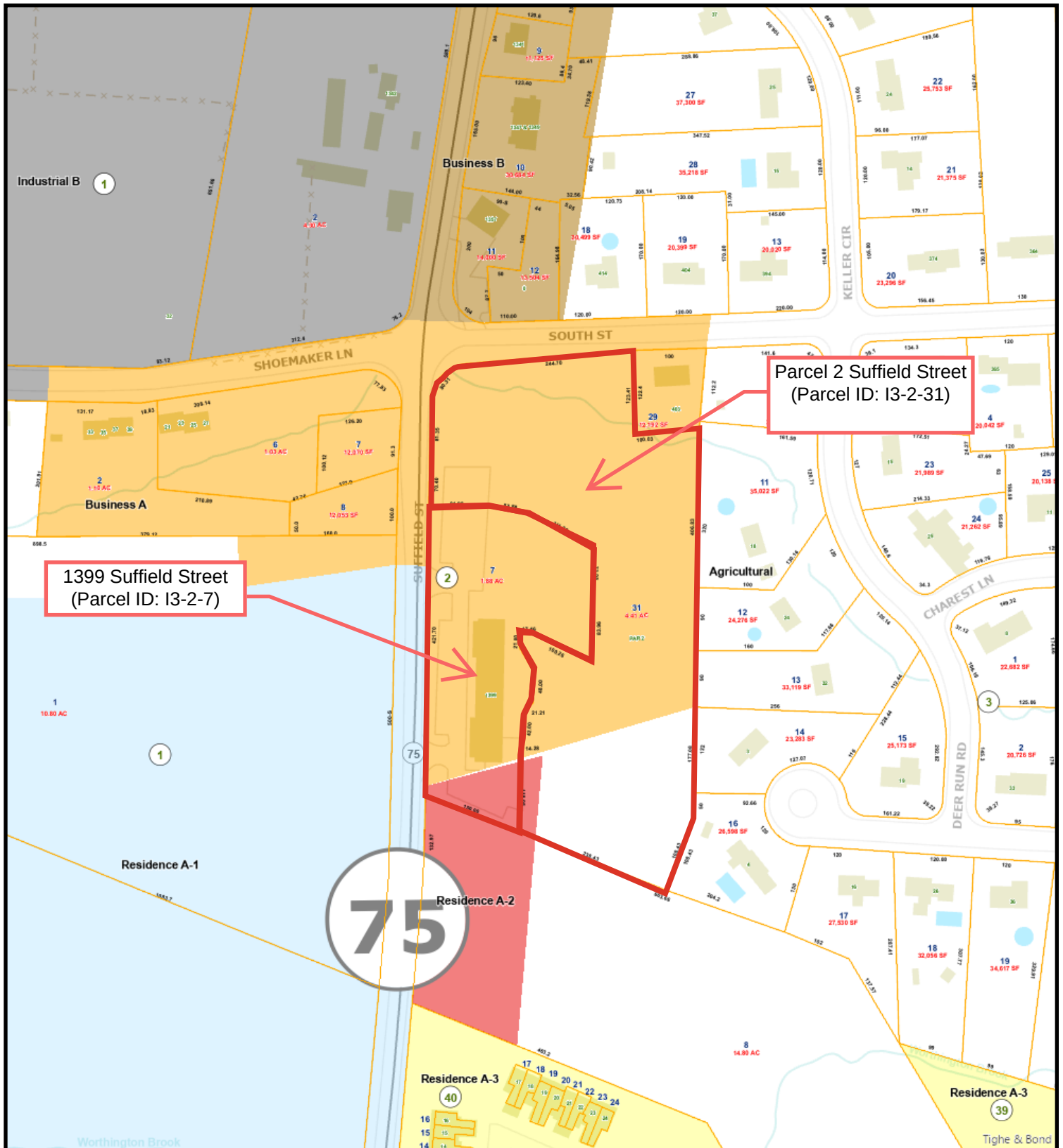


Nina Fazio

Permitting Coordinator

2. LOCUS MAP

(SOURCE: TOWN OF AGAWAM GIS)



Locus Map

3/16/2026 9:32:33 AM

Scale: 1"=200'

Scale is approximate

The information depicted on this map is for planning purposes only.
It is not adequate for legal boundary definition, regulatory
interpretation, or parcel-level analyses.



3. DEED REFERENCE

(SOURCE: HAMPDEN COUNTY REGISTRY OF DEEDS)

AFFECTED PREMISES:
1399 Suffield Street
Agawam, Massachusetts

QUITCLAIM DEED

BRIARWOOD TWELVE, LLC, a Massachusetts limited liability company with
an address of 1380 Main Street, Springfield, Massachusetts 01103

For consideration paid of **FIVE HUNDRED TWENTY-FIVE THOUSAND and 00/100
Dollars (\$525,000.00)**

grants **CHARLIE'S GARDEN PARK, L.L.C.**, a Massachusetts limited
liability company of 1775 Main Street, Agawam, Massachusetts 01001

with **Quitclaim Covenants**

The land and buildings in Agawam, Hampden County, Massachusetts, bounded and described as
follows:

Beginning at a point on the easterly line of Suffield Street said point being the point of intersection of
the northerly boundary of land now or formerly of Western Massachusetts Electric Company and
Suffield Street, thence

N. 15° 35' 16" E. along the easterly boundary of Suffield Street a distance of FIVE
HUNDRED SEVENTY-THREE and 72/100ths (573.72) feet to a point;
thence

NORTHEASTERLY along a curved line at the intersection of Suffield Street and South Street
having a radius of SIXTY and 00/100ths (60.00) feet an arc distance of
NINETY and 21/100ths (90.21) feet to a point on the southerly line of
South Street; thence

S. 78° 23' 55" E. along the southerly boundary of South Street a distance of THREE
HUNDRED FORTY-FOUR and 70/100ths (344.70) feet to a point; thence

S. 15° 40' 12" W. along the westerly boundary of land now or formerly of Bressett a distance
of ONE HUNDRED TWELVE and 7/100ths (112.07) feet to a point;
thence

S. 15° 38' 53" W. along land now or formerly of Hunters Greene, Inc. a distance of FIVE
HUNDRED EIGHTY-SEVEN and 93/100ths (587.93) feet to a point;

S. 37° 20' 23" W. along the westerly boundary of Lot six (6) of Hunters Greene Estatees
as shown on a plan of land of Ralph DePalma and Joseph A. Pacella
recorded herewith in Book of Plans 281, Page 53 ONE HUNDRED

Page 1 of 5

EIGHT and 43/100ths (108.43) feet to a point on the northerly boundary of land now or formerly of Western Massachusetts Electric Company; thence

N. 52° 39' 37" W. along the northerly boundary of land now or formerly of Western Massachusetts Electric Company a distance of THREE HUNDRED EIGHTY-SIX and 43/100 (386.43) feet to the point of beginning.

Together with a twenty (20) foot grading and landscaping easement along the easterly boundary of the premises to be conveyed across the westerly portion of Lots numbered one (1); two (2); three (3); four (4) and six (6) of Hunters Greene Estates as shown on a plan of land entitled "Definitive plan – Hunters Green Estates – Agawam, Massachusetts" drawn by Foresight Land Services, dated September 16, 1987 and recorded in the Hampden County Registry of Deeds in Book of Plans 256, Page 59.

Together with the utility easement for the benefit of the parcel conveyed more accurately bounded and described as follows:

Beginning at a point on the westerly end of Hunter's Greene Circle which point also marks a corner of Lot Number Six (6) and a corner of Lot Number Four (4) as shown on said plan; thence

N. 74° 21' 07" W. along the common boundary between said Lot Number Six (6) and Lot Number Four (4) a distance of NINETY-TWO and 66/100 (92.66) feet to a point in the easterly line of the benefited land now or formerly owned by Ralph DePalma and Joseph A. Pacella;

N. 15° 38' 53" E. along the easterly boundary of land now or formerly of DePalma and Pacella a distance of TWENTY and 00/100 (20.00) feet to a point; thence

S. 74° 21' 07" E. through Lot Number Four (4) a distance of ONE HUNDRED TWO and 88/100 (102.88) feet to a point in the westerly end of Hunter's Greene Circle; thence

SOUTHWESTERLY along westerly line of Hunter's Greene Circle by a curve to the left having a radius of SIXTY and 00/100 (60.00) feet; an arc distance of TWENTY-TWO and 46/100 (22.46) feet to the point of beginning.

Together with the utility easement for the benefit of the parcel conveyed more accurately bounded and described as follows:

Beginning at a point on the westerly end of Hunter's Green Circle which point also marks a corner of Lot Number Six (6) and a corner of Lot Number Four (4) as shown on said Plan; thence

N. 74° 21' 07" W.	along the common boundary between said Lot Number Six (6) and Lot Number Four (4) a distance of NINETY-TWO and 66/100 (92.66) feet to a point in the easterly line of land owned by Ralph DePalma and Joseph A Pacella; thence
S. 15° 38' 53" E.	along the land of DePalma/Pacella a distance of ten and 00/100 (10.00) feet to a point; thence
S. 74° 21' 07" E.	through Lot Number Six (6) a distance of NINETY and 64/100 (90.64) feet to a point in the westerly end of Hunter's Greene Circle; thence
NORTHEASTERLY	along westerly line of Hunter's Greene Circle by a curve to the right having a radius of SIXTY and 00/100 (60.00) feet, an arc distance of TEN and 21/100 (10.21) to the point of beginning.

Being the same premises conveyed to Briarwood Twelve, LLC by Foreclosure Deed of Hampden Bank dated March 15, 2010 and recorded with the Hampden County Registry of Deeds in Book 18217, Page 24.

Grantor hereby certifies that it is not classified for the current taxable year as a corporation for federal income tax purposes.

[Remainder of page intentionally left blank]

WITNESS the execution hereof under seal this 27 day of September, 2024.

BRIARWOOD TWELVE, LLC

By: Estate of Lester Seidman, Manager

By:

Name: Susan A. McCoy,

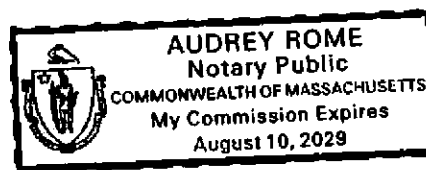
Title: Co-Administrator

THE COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPDEN, ss

On this 27 day of September, 2024, before me, the undersigned notary public, personally appeared Susan A. McCoy, as Co-Administrator of the Estate of Lester Seidman, as Manager of Briarwood Twelve, LLC and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Co-Administrator of the Estate of Lester Seidman as the voluntary act of the Estate as the Manager of Briarwood Twelve, LLC, a limited liability company as the voluntary act of the limited liability company.


Audrey L. Rome
My commission expires _____

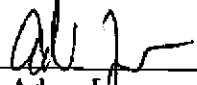


[Additional signature page below]

WITNESS the execution hereof under seal this 26th day of September, 2024.

BRIARWOOD TWELVE, LLC

By: The Estate of Lester Seidman

By: 

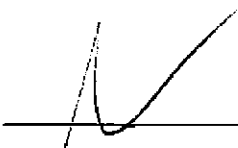
Name: Adam Lazaros

Title: Co-Administrator

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 26th day of September, 2024, before me, the undersigned notary public, personally appeared Adam Lazaros, as Co-Administrator of the Estate of Lester Seidman, as Manager of Briarwood Twelve LLC and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Co-Administrator of the Estate of Lester Seidman as the voluntary act of the Estate as the Manager of Briarwood Twelve, LLC, a limited liability company as the voluntary act of the limited liability company.


[official signature and seal of notary]

My commission expires 01/27/2027

Morgan Shortell
Notary Public of New Jersey
Registration No. 50183818
Commission Expires 01/27/2027

Page 5 of 5

APPENDIX A: SITE PLAN

SITE PLAN ENTITLED "PROPOSED ZONING MAP AMENDMENT"

PREPARED FOR CHARLIE'S GARDEN PARK, LLC

PREPARED BY R LEVESQUE ASSOCIATES, INC.

DATED MARCH 17, 2026

APPENDIX B: COLOR RENDERING

PREPARED BY R LEVESQUE ASSOCIATES, INC.



Town of Agawam

36 Main Street Agawam, Massachusetts 01001-1801

Tel. 413-786-0400

Fax 413-786-9927

Legal Notice

Town of Agawam

The **Agawam Planning Board** will hold a public hearing on Thursday, May 7, 2026 at 6:00pm and the **Agawam City Council** will hold a public hearing on Monday, May 18, 2026 at 7:00pm, both in the Veterans Hall at the Agawam Senior Center, 954 Main Street, Agawam, MA. The purpose of these hearings will be to hear the petition of Charlie's Garden Park for a zone change request for **1399 Suffield Street and Parcel 2 Suffield Street** from Business A, Agricultural, and Residence A-2 to just Business A and Agricultural and to include the parcels in the Mixed-Use Business C Overlay District. City Council's public hearing will be livestreamed on the Town of Agawam's website at www.agawam.ma.us and will also be televised on Cable Access Channel 15 or Channel 1074. Copies of the proposed zone change can be obtained from the Planning Department between the hours of 7:30am and 3:30pm at the Agawam DPW, 1000 Suffield Street, Agawam, MA or by emailing the Office of the City Clerk for an electronic copy at vgioscia@agawam.ma.us

By Order Of:

Violet Baldwin, Chair & Anthony Russo, President
Agawam Planning Board Agawam City Council

Advertise: Thursday, April 23, 2026 and Thursday, April 30, 2026

cc: Dept. of Housing & Community Development, Boston
Pioneer Valley Planning Commission
Planning Boards of:
Longmeadow
Southwick
Springfield
Suffield, CT
West Springfield
Westfield

BUDGETARY TRANSFER FORMDepartment: Line Items/Water Department/Wastewater DepartmentAmount: \$ 69,195.00Date: April 16, 2026

From	Line Items – Salary Reserve	16605 57350	\$ 45,249.00
	Water Dept – Salary Reserve	60141 57350	\$ 17,167.00
	Wastewater Dept – Salary Reserve	22541 57350	\$ 6,779.00
	Total		\$ 69,195.00

Title of Account	Acct Number	Amount
------------------	-------------	--------

To	DPW Admin Regular Permanent	14001 51010	\$ 2,119.00
	Highway Regular Permanent	14201 51010	\$ 32,736.00
	Highway Overtime	14201 51030	\$ 1,375.00
	Motor Vehicle Regular Permanent	14901 51010	\$ 2,952.00
	Motor Vehicle Overtime	14901 51030	\$ 194.00
	Engineering Regular Permanent	14101 51010	\$ 5,848.00
	Engineering Overtime	14101 51030	\$ 25.00
	Water Regular Permanent	60141 51010	\$ 15,475.00
	Water Overtime	60141 51030	\$ 1,692.00
	Wastewater Regular Permanent	22541 51010	\$ 5,764.00
	Wastewater Overtime	22541 51030	\$ 1,015.00
	Total		\$ 69,195.00

Title of Account	Acct Number	Amount
------------------	-------------	--------

Reason for Transfer: To fund first year of new collective bargaining agreement with Agawam Department of Public Works Employees' Association


 Christopher C. Johnson, Mayor

I hereby certify that funds are available to make the above-stated transfer.

Date: _____

 Cheryl St. John, Auditor

I hereby approve placement of the above-stated transfer on the Council agenda.

Date: 04-16-2026

 Christopher C. Johnson, Mayor

Approved as to Form and Legality.

Date: _____

 Christopher S. Cappucci, Solicitor

PER ORDER OF THE AGAWAM TOWN COUNCIL – APPROVED ON _____, 20__

Date: _____

Anthony J. Russo, President

APPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby approve the Council passage of the above-stated transfer (TO-2026-5).

Date: _____

Christopher C. Johnson, Mayor

DISAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby disapprove the Council passage of the above-stated transfer (TO-2026-5) for the following reasons:

Date: _____

Christopher C. Johnson, Mayor

RETURN OF LEGISLATION TO COUNCIL CLERK

Returned to Council Clerk on this _____ day of _____, 2026.

**A RESOLUTION RELATIVE TO THE APPROVAL OF AN
INTER-MUNICIPAL AGREEMENT BETWEEN THE CITY OF AGAWAM AND
THE TOWN OF SOUTHWICK REGARDING THE POLVERARI/
SOUTHWICK ANIMAL CONTROL FACILITY**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Town of Southwick operates the Polverari/Southwick Animal Control Facility which is a canine shelter; and

WHEREAS, the City of Agawam has a need to house stray canines and canines subject to quarantine; and

WHEREAS, Agawam has been utilizing the Polverari/Southwick Animal Control Facility for a number of years and the previous inter-municipal agreement expired on June 30, 2025; and

WHEREAS, the Agawam Animal Control Officer desires to continue to utilize the Polverari/Southwick Animal Control Facility as it is conveniently located and the Town of Southwick is willing to offer Agawam a flat fee for utilization of the facility; and

WHEREAS, the approval the Inter-Municipal Agreement between the City of Agawam and the Town of Southwick relative to Agawam's continued utilization of the Polverari/Southwick Animal Control Facility is in the best interests of the town; and

NOW THEREFORE, the Agawam City Council hereby resolves to approve the Inter-Municipal Agreement between the City of Agawam and the Town of Southwick relative to Agawam's utilization of the Polverari/Southwick Animal Control Facility which is attached hereto and incorporated herein by reference.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, Solicitor

INTERMUNICIPAL AGREEMENT

Agreement (hereinafter the "Agreement") is made this ____ day of _____, 2026 by and between the **TOWN OF SOUTHWICK**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through the Select Board for the Town of Southwick (herein referred to as "Southwick") and the **CITY OF AGAWAM**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, acting by and through its City Council with the approval of its Mayor (herein referred to as "Agawam" and collectively with Southwick as the "Parties").

WHEREAS, Southwick has site control over an Animal Shelter, hereinafter referred to as Polverari/Southwick Animal Control Facility ("PSACF"). The PSACF, which is located in Southwick, is available to house canines and desires to offer certain services, including housing of canines, to Agawam; and

WHEREAS, Agawam has determined that it is in need for certain Animal Control *services*; and

WHEREAS, Agawam and Southwick have determined that sharing of costs of certain services would be beneficial to each municipality; and

WHEREAS, this Agreement shall provide for terms, conditions and liabilities of the Parties with respect to the use of the Polverari/Southwick Animal Control Facility (PSACF), including but not limited to terms of cooperation and obligations of each municipality.

WHEREAS, the Southwick Select Board and the Agawam City Council, with the approval of its Mayor, agree to enter into this Agreement in accordance with the provisions of M.G.L., Chapter 40, Section 4A.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the Parties hereto, the Parties agree as follows.

1. **Governance** - The Southwick Select Board and the Agawam City Council with the approval of their Mayor or their respective designees will be the representatives of each municipality to oversee this Agreement. The approval of each municipality's governing body shall be required to amend this Agreement.
2. **Reciprocal Privileges/Immunities** - By the execution of this Agreement, the Parties agree that any privileges and immunities from liabilities and/or exemptions from laws, ordinances or regulations which are provided to Animal Control Officers ("ACO") employed by either Party shall be provided in any jurisdiction which services contemplated to be provided herein are given, unless otherwise prohibited by law.
3. **Canine Shelter**- Upon the execution of this Agreement, Southwick shall provide shelter for any and all canines in need of shelter after being picked up by the ACO of Agawam.

4. Service Fee - Upon execution of this Agreement and throughout the term hereof, Agawam shall pay Southwick the following sums:

FY 2026 - \$15,000.00 (\$1250.00/month)

FY 2027 - \$15,000.00 (\$1250.00/month)

FY 2028 - \$15,000.00 (\$1250.00/month)

Said payments shall be made on a monthly basis. The first monthly payment shall be tendered upon the execution of this Agreement and paid on the same day of each month thereafter until the termination date. Any extensions or amendments to said payment terms must be mutually negotiated and agreed to by the Parties, and reduced to writing.

5. Training - Southwick shall provide all necessary and appropriate training to the ACO from Agawam in order for the Agawam ACO to process any canine to be housed at the PSACF. Processing shall include, without limitation, completing certain data entry and other elements as may be determined by Southwick. The Agawam ACO shall be provided access to the PSACF twenty-four (24) hours per day, seven (7) days per week.

6. Administration/Protocol - The Parties agree to the following protocol for all canines entering the shelter.

- a. Any canine housed at the PSACF that does not display proof of rabies vaccination must be vaccinated by the Agawam ACO while said canine is housed at the PSACF.
- b. At the end of the Commonwealth of Massachusetts mandated quarantine period¹ ("Quarantine Period"), should a stray canine not be claimed by its owner, the Agawam ACO shall, within seven (7) days after the end of the Quarantine Period, make a determination as to the adoptability of said unclaimed stray canine and adopt out the canine through the organization of its choosing and Southwick shall have no further responsibility. Should the Agawam ACO not make a determination as to adoptability within said seven (7) days after the end of the Quarantine Period, the Southwick ACO shall reserve the right to determine adoptability and transfer the canine into the Southwick Animal Shelter Programs.
- c. All costs associated with the vaccination of canines housed by the Agawam ACO at PSACF shall be the responsibility of the canine owner upon retrieval, or Agawam if not retrieved.
- d. Determinations about euthanasia for Canines brought into the PSACF by the Agawam ACO shall be made solely by the Agawam ACO and Agawam shall bear all associated costs. Canines from Agawam that are left at the PSACF shall be left with adequate water and a blanket and the Agawam ACO shall provide the Southwick ACO with any known contact and location information regarding the canine's owner.

¹ Said Quarantine Period may be seven (7) days for strays or ten (10) days, forty-five (45) days or six (6) months depending on vaccination history

- e. If a canine is determined not to be adoptable, it shall become the responsibility of each Party where the canine originates from to euthanize that canine and bear all costs associated with the canine.
- f. If it is determined in the Southwick ACO's sole discretion that a canine brought into the PSACF by the Agawam ACO is in need of immediate medical attention, the Southwick ACO shall contact the Agawam ACO who shall immediately provide for the required veterinary services and be fully responsible for the cost of such veterinary services. Should the Southwick ACO not be able to contact the Agawam ACO, the canine may be taken to the Southwick veterinarian, which as of the time of this Agreement is the VCA Southwick Animal Hospital, and Agawam shall be responsible for payment directly to VCA Southwick Animal Hospital for such services.
- g. Staff at the PSACF shall provide daily care to animals at the shelter including but not limited to feeding and administration of any prescribed medications.

7. Non-Employee Relationship - During the term of this Agreement, during any period that the Agawam ACO is in the Town of Southwick in furtherance of their rights and obligations under the Agreement, the Agawam ACO shall not be considered an employee of Southwick and any rights, wages and employee benefits accruing to the Agawam ACO shall be pursuant to the employment engagement between Agawam and the Agawam ACO for Animal Control Services.

8. Legal Fees - Agawam will be responsible for payment of legal fees for any court appearance by its legal counsel as a result of enforcement action taken by their ACO. In addition to the foregoing, each Party shall be responsible for its own legal fees associated with the execution and delivery of this Agreement.

9. Assignment – This Agreement may not be assigned.

10. Non-Discrimination Compliance - During the performance of this Agreement, the Parties agree as follows:

- a. In performance of this Agreement, both communities will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability, family status or national origin. Both Southwick and Agawam will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- b. In the event of either community's non-compliance with the non-discrimination clauses of the Agreement, this Agreement may be cancelled, terminated or suspended.

11. Indemnification - The Parties shall indemnify and hold each municipality harmless from any actions, suits, damages or causes of action which may be brought as a result of the acts or omissions of the ACO of either municipality. By way of illustration, Agawam agrees to indemnify and hold Southwick harmless from any and all actions, suits, damages or causes of action which arise directly from the actions, omissions and services of the Agawam ACO.

12. Term – This Agreement shall lapse on the last day of Fiscal Year 2028 but may be renewed prior to the end of such term by a subsequent written agreement.

13. Termination - Either party may terminate this Agreement upon sixty (60) days prior written notice to the non-terminating Party. Any and all obligations of either party, including the payment of outstanding invoices shall remain in full force and effect and it shall be due and payable upon the effective termination date.

14. Governing Law - The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

15. This Agreement may be signed in multiple counterparts and scanned or electronic signatures shall be sufficient to bind the parties.

TOWN OF SOUTHWICK

CITY OF AGAWAM

By: _____

By: _____

Christopher C. Johnson, Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____

Counsel for Southwick

By: _____

Christopher S. Cappucci, City Solicitor

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO LEASE AGREEMENTS WITH SOLECT ENERGY DEVELOPMENT LLC FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SOLAR POWERED ELECTRIC GENERATING PROJECTS AT:

**AGAWAM HIGH SCHOOL, 760 COOPER STREET, AGAWAM, MA
AGAWAM PUBLIC LIBRARY, 750 COOPER STREET, AGAWAM, MA
BENJAMIN J. PHELPS SCHOOL, 689 MAIN STREET, AGAWAM, MA
JAMES CLARK SCHOOL, 65 OXFORD STREET, AGAWAM, MA
CLIFFORD M. GRANGER SCHOOL, 31 SO. WESTFIELD STREET, AGAWAM, MA
WILLIAM P. SAPELLI SCHOOL, 65 BEGLEY STREET, AGAWAM, MA**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Town of Agawam owns the following facilities and parcels of land:

- (a) Agawam High School, 760 Cooper Street, Agawam, MA;
 - (b) Agawam Public Library, 750 Cooper Street, Agawam, MA;
 - (c) Benjamin J. Phelps School, 689 Main Street, Agawam, MA;
 - (d) James Clark School, 65 Oxford Street, Agawam, MA;
 - (e) Clifford M. Granger School, 31 South Westfield Street, Agawam, MA;
 - (f) William P. Sapelli School, 65 Begley Street, Agawam, MA;
- (hereinafter collectively the “Town Sites”) and

WHEREAS, the Town of Agawam is a member of the PowerOptions Program, organized by PowerOptions, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code (hereinafter “PowerOptions”) which assists its members with procuring energy products and energy-related services for facilities they own and/or operate; and

WHEREAS, Slect Energy Development LLC (hereinafter “Slect Energy”) and PowerOptions have entered into an agreement pursuant to Massachusetts General Laws Chapter 164 Section 137 governing the terms and conditions of Slect Energy’s participation in PowerOptions’ Solar and Storage Programs; and

WHEREAS, the Town of Agawam desires to make a portion of each of the Town Sites available to Slect Energy for the construction, operation and maintenance of solar powered electric generating projects, and to purchase from Slect Energy the electric energy produced at each Town Site; and;

WHEREAS, the Town of Agawam and Slect Energy shall also enter into Power Purchase Agreements describing the power sales arrangement between the parties for each of the Town Sites; and

WHEREAS, the terms of each lease includes a twenty (20) year initial term with the right to extend the lease for one (1) additional five (5) year term; and

WHEREAS, City Council approval is required to permit the Town of Agawam to enter into lease agreements with Solest Energy for use of the Town Sites; and

WHEREAS, leasing the Town Sites to Solest Energy for the construction, operation and maintenance of solar powered electric generating projects, and the corresponding purchase from Solest Energy of the electric energy produced at each Town Site will substantially reduce the Town's cost to purchase electric energy now and in the future; and

WHEREAS, it is in the best interests of the Town of Agawam to enter into lease agreements with Solest Energy for the Town Sites for the construction, operation and maintenance of solar powered electric generating projects; and

NOW THEREFORE, BE IT RESOLVED BY THE AGAWAM CITY COUNCIL that the Mayor is authorized to enter into lease agreements with Solest Energy for the construction, operation and maintenance of solar powered electric generating projects at the following sites owned by the Town of Agawam:

- (a) Agawam High School, 760 Cooper Street, Agawam, MA;
- (b) Agawam Public Library, 750 Cooper Street, Agawam, MA;
- (c) Benjamin J. Phelps School, 689 Main Street, Agawam, MA;
- (d) James Clark School, 65 Oxford Street, Agawam, MA;
- (e) Clifford M. Granger School, 31 South Westfield Street, Agawam, MA; and
- (f) William P. Sapelli School, 65 Begley Street, Agawam, MA.

Dated this ____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, City Solicitor



P.O. Box 320325 ☀ Boston, MA 02132

Voice: 617.469.2172
eFax: 617.419.1163
Mobile: 617.308.2172
bgreenblatt@beacon-llc.com

Beth S. Greenblatt
Managing Director

Memo

To: Christopher Johnson, Mayor
Jennifer Bonfiglio, Chief Procurement Officer
Brian Pagella, Director of Building Maintenance

From: Beth Greenblatt

Date: April 29, 2026

Re: Summary of Proposed Solar Photovoltaic Arrays

Folks:

Thank you for the opportunity to provide this project update in connection with solar photovoltaic projects proposed at Phelps Elementary School, Sapelli Elementary School, Granger Elementary School, Clark Elementary School, Agawam Library and the new Agawam High School.

By way of background, Agawam invited Hopkinton, MA based Solest Energy to evaluate solar photovoltaic project opportunities at various locations across the Town. Agawam is able to sole-source to Solest Energy under the PowerOptions Solar and Storage Program. PowerOptions is a Massachusetts non-profit energy-buying consortium consisting of non-profit and governmental organizations for the purpose of group-purchasing of solar photovoltaic electricity and battery energy storage solutions. PowerOptions issued a competitive procurement and evaluated statements of qualifications from firms in response to a Request for Qualifications. Solest Energy was awarded and engaged by PowerOptions to undertake the development and construction of solar photovoltaic facilities on properties owned by public entities in accordance with sub-clauses (ii) and (iii) of Section 137 of Chapter 164.

In collaboration with Beacon and the Town, Solest Energy has prepared preliminary designs for solar arrays at each of the above-mentioned locations that optimizes the available roof areas in a manner that also supports efficient annual operations and maintenance. The solar arrays are designed to be fully integrated into the building electrical infrastructure and connected behind the Eversource building meters. Therefore, the buildings will directly receive electricity from the solar arrays and be supplemented by grid (Eversource) delivered electricity. As Agawam is aware, a solar array interconnected directly behind a building meter provides Agawam a hedge on electricity costs; allowing Agawam to purchase a portion of the building's requirements at a fixed rate for 20 years.

Agawam has collaborated with Solest Energy to design, construct, own, operate and ultimately decommission rooftop solar arrays at each of the above locations under long-term 20-year lease and Power (electricity) Purchase Agreements. The Agreements have been negotiated between the Mayor, Town staff, Beacon, Solest Energy and the City Solicitor. The Agreements are in final form as to the terms and legal matters, pending final design and project specifications.

Project Overview:

AGAWAM SOLAR OVERVIEW	SITE LOCATION					
	CLARK	GRANGER	SAPELLI	PHELPS	LIBRARY	HIGH SCHOOL
PROJECT CAPACITY AND ENERGY						
Capacity - KW DC	224.60	163.22	203	114.66	139.33	228.74
Capacity - KW AC	150.00	120	150	100	100	160
SOLAR GENERATION HEDGE						
Est. First Year Generation (kWh)	270,961	198,626	250,088	130,452	169,200	274,726
Est. Annual Building Consumption (kWh)	223,584	190,644	250,435	268,752	247,869	TBD
Approximate Percentage of Usage Served by Solar	121.2%	104.2%	99.9%	48.5%	68.3%	TBD
Approximate Percentage of Solar Used in Building	73.8%	70.9%	79.5%	99.8%	98.7%	TBD
Approximate Percentage of Solar Exported	26.2%	29.1%	20.5%	0.2%	1.3%	TBD
FINANCIAL ANALYSIS OVERVIEW - INDICATIVE RESULTS						
Base Power Purchase Rate (\$/kWh)	\$0.02297	\$0.11276	\$0.02463	\$0.06300	\$0.04340	\$0.01028
Estimated Avoided Cost (\$/kWh)	\$0.16710	\$0.16710	\$0.16710	\$0.16710	\$0.15640	\$0.15640
Total Estimated 20-Year Benefits	\$953,743	\$699,488	\$879,414	\$456,888	\$553,975	\$901,152
Total Estimated 20-Years Power Purchase Costs (Base PPA)	\$118,740	\$427,290	\$117,513	\$156,791	\$140,094	\$53,879
Total Estimated Net Savings to Town	\$835,003	\$272,198	\$761,901	\$300,097	\$413,881	\$847,273
Average Annual Net Savings to Town	\$41,750	\$13,610	\$38,095	\$15,005	\$20,694	\$42,364
Notes	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments, roofer and final utility interconnection costs.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and utility interconnection costs.	Power Purchase Rate subject to change based on final engineering.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and roofer.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and roofer.	Power Purchase Rate is subject to change based on final engineering, final ballast plan for attachments and roofer.
ANNUAL CARBON DIOXIDE OFFSET EQUIVALENTS						
Metric Tons of CO ₂	120	88	110	58	75	121
Smartphones Charged	14,718,000	10,789,000	13,584,000	7,085,800	9,190,400	14,922,300
Homes Electricity Usage	38	28	35	18	24	39

Beacon was unable to fully complete a detailed financial analysis on the proposed solar array at the new High School. Detailed information pertaining to expected annual energy usage and final design on the solar arrays for the Community Wing and the Academic Wing will enable Beacon to complete its detailed financial analysis. Notwithstanding, based on its preliminary solar designs for the new High School, Solect Energy is offering a 20-year fixed Power Purchase Rate of \$0.01028 per kilowatt-hour. It is anticipated that the avoided cost rate for the new High School will be similar to the Library avoided cost rate of \$0.15640 per kilowatt-hour. Beacon therefore anticipates that the solar arrays at the new High School will provide a significant financial hedge against future electricity costs for this state-of-the-art all electric, geothermal building.

Beacon notes that the Power Purchase Rates presented above are based on preliminary engineering and are subject to change. To the extent the Power Purchase Rates increase, Solect Energy will provide updated pricing to the Town for its consideration and acceptance.

It is also anticipated that the solar arrays at the four elementary schools will be installed on fully updated roofs supported by funding from the Massachusetts School Building Authority's ("MSBA") Accelerated Repair Program for roof replacement and repair. While the Town anticipates receiving the MSBA funds, if such funding does not materialize, the Town and Solect Energy will collaborate to determine whether the solar projects remain viable as designed.

Preliminary Project Designs:

Phelps Elementary School



Sapelli Elementary School



Granger Elementary School



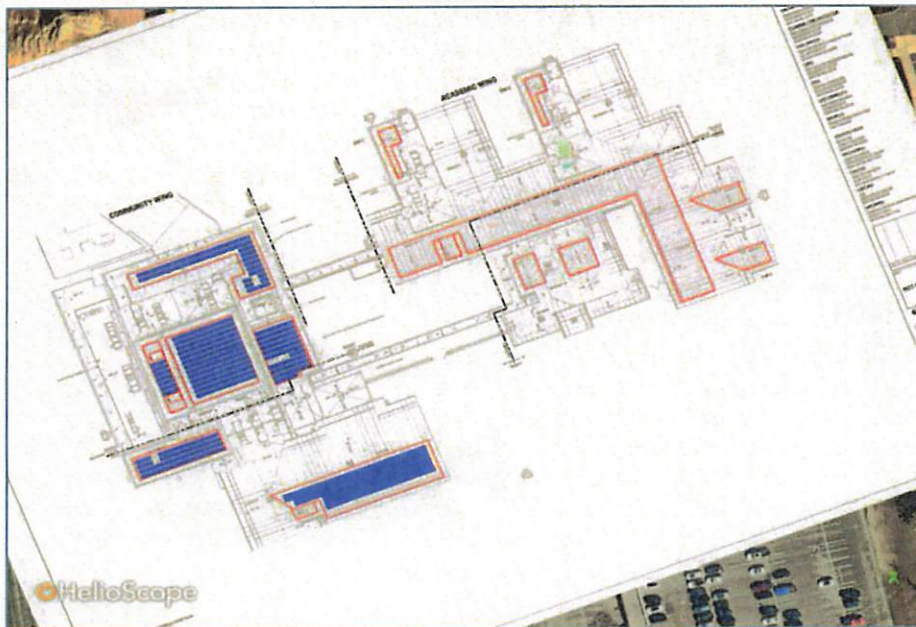
Clark Elementary School



Agawam Library



New Agawam High School



Commercial Contracting Provisions:

- **Financial Provisions:**
 - Fixed rate for electricity for 20 years; long-term energy hedge for delivered electricity.
 - Right to purchase in defined years
- **Construction Provisions:**
 - Limited and defined access rights
 - CORI requirements
 - Structural analysis requirements
 - Local permitting requirements with AHJ
 - Roof warranty protections
 - Insurance provisions and protections
 - Construction coordination
- **Operational Provisions:**
 - Limited and defined access rights for maintenance purposes
 - CORI requirements
 - Roof warranty protections
 - Roof maintenance and repair provisions for Town
 - Provisions for emergencies and repairs
 - Emergency provisions for weather issues
 - Protections for safety, reliability and performance
 - Performance guarantee – 85% of estimated annual solar generated electricity
 - Insurance provisions and protections

Next Steps:

Beacon notes that the attractive economics presented herein are heavily influenced by Solec Energy's ability to monetize the federal Investment Tax Credits ("ITC") and bonus tax credits made available under the Internal Revenue Code ("IRC"). As the Town is aware, the enactment of the One Big Beautiful Bill on July 4, 2025, established certain sunset provisions, stringent timelines and domestic content requirements specifically pertaining to the availability of tax credits for solar photovoltaic assets.

For the Town's solar projects, Solec Energy safe harbored its position for the ITC, however, that safe harbor position requires the Town to fully execute contract documents within twelve months of the enactment of the law. Under the IRC regulations, an allowable timeline for construction would be four years.

To secure the favorable economics for the Town, Beacon recommends that the Town execute the Lease and Power Purchase Agreements with Solec Energy by the end of May 2026. If amendments are required upon completion of final engineering, utility interconnection or design changes, such amendments can be executed at a later date.

Thank you for this opportunity to support the Town of Agawam with these exciting projects. If you have any questions or need additional information, please do not hesitate to contact me directly at 617-469-2172.



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-32 and TR-2026-33 (solar panels on town/school facilities)
Date: April 30, 2026

The town is working on having solar panels installed on the four elementary schools, the library and the community wing portion of the new high school. These town facilities either have new enough roofs or in the case of the four elementary schools, will have new roofs allowing for the installation of solar panels.

Given the fact that the town is a federal and state tax exempt entity, many of the tax benefits of solar energy are not advantageous to the town. The town has instead looked to the concept of allowing a private entity to install solar panels which allows them to take advantage of the tax benefits, and then have the private entity sell the electricity produced to the town at a substantially reduced rate pursuant to a power purchase agreement. This arrangement will allow the town to lock in a discounted rate for 20 years and save significant sums on our annual electric costs at the facilities where the solar panels will be installed.

The town has engaged Beacon Integrated Solutions and Beth Greenblatt to assist with the process. Beth has prepared a detailed memorandum explaining the process which is attached hereto. In order to keep the process on track, the Council needs to approve the ability to execute the leases and power purchase agreements by the end of May to preserve the ability of the provider to access the federal and state tax credits.

Please do not hesitate to contact me with any questions.

Very truly yours,

Christopher C. Johnson
Mayor

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO POWER
PURCHASE AGREEMENTS WITH SOLECT ENERGY DEVELOPMENT LLC
TO PURCHASE THE ELECTRIC ENERGY PRODUCED BY
SOLAR POWERED ELECTRIC GENERATING PROJECTS AT:
AGAWAM HIGH SCHOOL, 760 COOPER STREET, AGAWAM, MA
AGAWAM PUBLIC LIBRARY, 750 COOPER STREET, AGAWAM, MA
BENJAMIN J. PHELPS SCHOOL, 689 MAIN STREET, AGAWAM, MA
JAMES CLARK SCHOOL, 65 OXFORD STREET, AGAWAM, MA
CLIFFORD M. GRANGER SCHOOL, 31 SO. WESTFIELD STREET, AGAWAM, MA
WILLIAM P. SAPELLI SCHOOL, 65 BEGLEY STREET, AGAWAM, MA**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Town of Agawam owns the following facilities and parcels of land:

- (a) Agawam High School, 760 Cooper Street, Agawam, MA;
 - (b) Agawam Public Library, 750 Cooper Street, Agawam, MA;
 - (c) Benjamin J. Phelps School, 689 Main Street, Agawam, MA;
 - (d) James Clark School, 65 Oxford Street, Agawam, MA;
 - (e) Clifford M. Granger School, 31 South Westfield Street, Agawam, MA;
 - (f) William P. Sapelli School, 65 Begley Street, Agawam, MA;
- (hereinafter collectively the “Town Sites”) and

WHEREAS, the Town of Agawam is a member of the PowerOptions Program, organized by PowerOptions, Inc., a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code (hereinafter “PowerOptions”) which assists its members with procuring energy products and energy-related services for facilities they own and/or operate; and

WHEREAS, Solect Energy Development LLC (hereinafter “Solect Energy”) and PowerOptions have entered into an agreement pursuant to Massachusetts General Laws Chapter 164 Section 137 governing the terms and conditions of Solect Energy’s participation in PowerOptions’ Solar and Storage Programs; and

WHEREAS, the Town of Agawam has leased a portion of each of the Town Sites to Solect Energy for the construction, operation and maintenance of solar powered electric generating projects; and;

WHEREAS, the Town of Agawam desires to purchase the electric energy produced at each Town Site from Solect Energy pursuant to power purchase agreements which describe the power sales arrangement between the parties for each of the Town Sites; and

WHEREAS, the terms of each power purchase agreement includes a twenty (20) year initial term with the right to extend each power purchase agreement for one (1) additional five (5) year term; and

WHEREAS, City Council approval is required to permit the Town of Agawam to enter into power purchase agreements with Solec Energy to purchase electric energy produced at each of the Town Sites; and

WHEREAS, leasing the Town Sites to Solec Energy for the construction, operation and maintenance of solar powered electric generating projects, and the corresponding purchase from Solec Energy of the electric energy produced at each Town Site will substantially reduce the Town's cost to purchase electric energy now and in the future; and

WHEREAS, it is in the best interests of the Town of Agawam to enter into power purchase agreements with Solec Energy for the purchase of electric energy produced at the solar powered electric generating projects at the Town Sites; and

NOW THEREFORE, BE IT RESOLVED BY THE AGAWAM CITY COUNCIL that the Mayor is authorized to enter into power purchase agreements with Solec Energy for the purchase of electric energy produced by the solar powered electric generating projects at the following sites owned by the Town of Agawam:

- (a) Agawam High School, 760 Cooper Street, Agawam, MA;
- (b) Agawam Public Library, 750 Cooper Street, Agawam, MA;
- (c) Benjamin J. Phelps School, 689 Main Street, Agawam, MA;
- (d) James Clark School, 65 Oxford Street, Agawam, MA;
- (e) Clifford M. Granger School, 31 South Westfield Street, Agawam, MA; and
- (f) William P. Sapelli School, 65 Begley Street, Agawam, MA.

Dated this ____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, City Solicitor



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-32 and TR-2026-33 (solar panels on town/school facilities)
Date: April 30, 2026

The town is working on having solar panels installed on the four elementary schools, the library and the community wing portion of the new high school. These town facilities either have new enough roofs or in the case of the four elementary schools, will have new roofs allowing for the installation of solar panels.

Given the fact that the town is a federal and state tax exempt entity, many of the tax benefits of solar energy are not advantageous to the town. The town has instead looked to the concept of allowing a private entity to install solar panels which allows them to take advantage of the tax benefits, and then have the private entity sell the electricity produced to the town at a substantially reduced rate pursuant to a power purchase agreement. This arrangement will allow the town to lock in a discounted rate for 20 years and save significant sums on our annual electric costs at the facilities where the solar panels will be installed.

The town has engaged Beacon Integrated Solutions and Beth Greenblatt to assist with the process. Beth has prepared a detailed memorandum explaining the process which is attached hereto. In order to keep the process on track, the Council needs to approve the ability to execute the leases and power purchase agreements by the end of May to preserve the ability of the provider to access the federal and state tax credits.

Please do not hesitate to contact me with any questions.

Very truly yours,

Christopher C. Johnson
Mayor



P.O. Box 320325 ☀ Boston, MA 02132

Voice: 617. 469 .2172
eFax: 617. 419. 1163
Mobile: 617. 308. 2172
bgreenblatt@beacon-llc.com

Beth S. Greenblatt
Managing Director

Memo

To: Christopher Johnson, Mayor
Jennifer Bonfiglio, Chief Procurement Officer
Brian Pagella, Director of Building Maintenance

From: Beth Greenblatt

Date: April 29, 2026

Re: Summary of Proposed Solar Photovoltaic Arrays

Folks:

Thank you for the opportunity to provide this project update in connection with solar photovoltaic projects proposed at Phelps Elementary School, Sapelli Elementary School, Granger Elementary School, Clark Elementary School, Agawam Library and the new Agawam High School.

By way of background, Agawam invited Hopkinton, MA based Slect Energy to evaluate solar photovoltaic project opportunities at various locations across the Town. Agawam is able to sole-source to Slect Energy under the PowerOptions Solar and Storage Program. PowerOptions is a Massachusetts non-profit energy-buying consortium consisting of non-profit and governmental organizations for the purpose of group-purchasing of solar photovoltaic electricity and battery energy storage solutions. PowerOptions issued a competitive procurement and evaluated statements of qualifications from firms in response to a Request for Qualifications. Slect Energy was awarded and engaged by PowerOptions to undertake the development and construction of solar photovoltaic facilities on properties owned by public entities in accordance with sub-clauses (ii) and (iii) of Section 137 of Chapter 164.

In collaboration with Beacon and the Town, Slect Energy has prepared preliminary designs for solar arrays at each of the above-mentioned locations that optimizes the available roof areas in a manner that also supports efficient annual operations and maintenance. The solar arrays are designed to be fully integrated into the building electrical infrastructure and connected behind the Eversource building meters. Therefore, the buildings will directly receive electricity from the solar arrays and be supplemented by grid (Eversource) delivered electricity. As Agawam is aware, a solar array interconnected directly behind a building meter provides Agawam a hedge on electricity costs; allowing Agawam to purchase a portion of the building's requirements at a fixed rate for 20 years.

Agawam has collaborated with Slect Energy to design, construct, own, operate and ultimately decommission rooftop solar arrays at each of the above locations under long-term 20-year lease and Power (electricity) Purchase Agreements. The Agreements have been negotiated between the Mayor, Town staff, Beacon, Slect Energy and the City Solicitor. The Agreements are in final form as to the terms and legal matters, pending final design and project specifications.

Project Overview:

AGAWAM SOLAR OVERVIEW	SITE LOCATION					
	CLARK	GRANGER	SAPELLI	PHELPS	LIBRARY	HIGH SCHOOL
PROJECT CAPACITY AND ENERGY						
Capacity - KW DC	224.60	163.22	203	114.66	139.23	228.74
Capacity - KW AC	150.00	120	150	100	100	160
SOLAR GENERATION HEDGE						
Est. First Year Generation (KWh)	270,961	198,626	250,088	130,452	169,200	274,726
Est. Annual Building Consumption (KWh)	223,584	190,644	250,435	268,752	247,869	TBD
Approximate Percentage of Usage Served by Solar	121.2%	104.2%	99.9%	48.5%	68.3%	TBD
Approximate Percentage of Solar Used in Building	73.8%	70.9%	73.5%	99.8%	98.7%	TBD
Approximate Percentage of Solar Exported	26.2%	29.1%	20.5%	0.2%	1.3%	TBD
FINANCIAL ANALYSIS OVERVIEW - INDICATIVE RESULTS						
Base Power Purchase Rate (\$/KWh)	\$0.02297	\$0.11276	\$0.02463	\$0.06300	\$0.04340	\$0.01028
Estimated Avoided Cost (\$/KWh)	\$0.16710	\$0.16710	\$0.16710	\$0.16710	\$0.15640	\$0.15640
Total Estimated 20-Year Benefits	\$953,743	\$699,488	\$879,414	\$456,888	\$553,975	\$901,152
Total Estimated 20-Years Power Purchase Costs (Base PPA)	\$118,740	\$427,290	\$117,513	\$156,791	\$140,094	\$53,879
Total Estimated Net Savings to Town	\$835,003	\$272,198	\$761,901	\$300,097	\$413,881	\$847,273
Average Annual Net Savings to Town	\$41,750	\$13,610	\$38,095	\$15,005	\$20,694	\$42,364
Notes	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments, roofer and final utility interconnection costs.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and utility interconnection costs.	Power Purchase Rate subject to change based on final engineering.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and roofer.	Power Purchase Rate subject to change based on final engineering, final ballast plan for attachments and roofer.	Power Purchase Rate is subject to change based on final engineering, final ballast plan for attachments and roofer.
ANNUAL CARBON DIOXIDE OFFSET EQUIVALENTS						
Metric Tons of CO ₂	120	88	110	58	75	121
Smartphones Charged	14,718,000	10,789,000	13,584,000	7,085,800	9,190,400	14,922,300
Homes Electricity Usage	38	28	35	18	24	39

Beacon was unable to fully complete a detailed financial analysis on the proposed solar array at the new High School. Detailed information pertaining to expected annual energy usage and final design on the solar arrays for the Community Wing and the Academic Wing will enable Beacon to complete its detailed financial analysis. Notwithstanding, based on its preliminary solar designs for the new High School, Solect Energy is offering a 20-year fixed Power Purchase Rate of \$0.01028 per kilowatt-hour. It is anticipated that the avoided cost rate for the new High School will be similar to the Library avoided cost rate of \$0.15640 per kilowatt-hour. Beacon therefore anticipates that the solar arrays at the new High School will provide a significant financial hedge against future electricity costs for this state-of-the-art all electric, geothermal building.

Beacon notes that the Power Purchase Rates presented above are based on preliminary engineering and are subject to change. To the extent the Power Purchase Rates increase, Solect Energy will provide updated pricing to the Town for its consideration and acceptance.

It is also anticipated that the solar arrays at the four elementary schools will be installed on fully updated roofs supported by funding from the Massachusetts School Building Authority's ("MSBA") Accelerated Repair Program for roof replacement and repair. While the Town anticipates receiving the MSBA funds, if such funding does not materialize, the Town and Solect Energy will collaborate to determine whether the solar projects remain viable as designed.

Preliminary Project Designs:

Phelps Elementary School



Sapelli Elementary School



Granger Elementary School



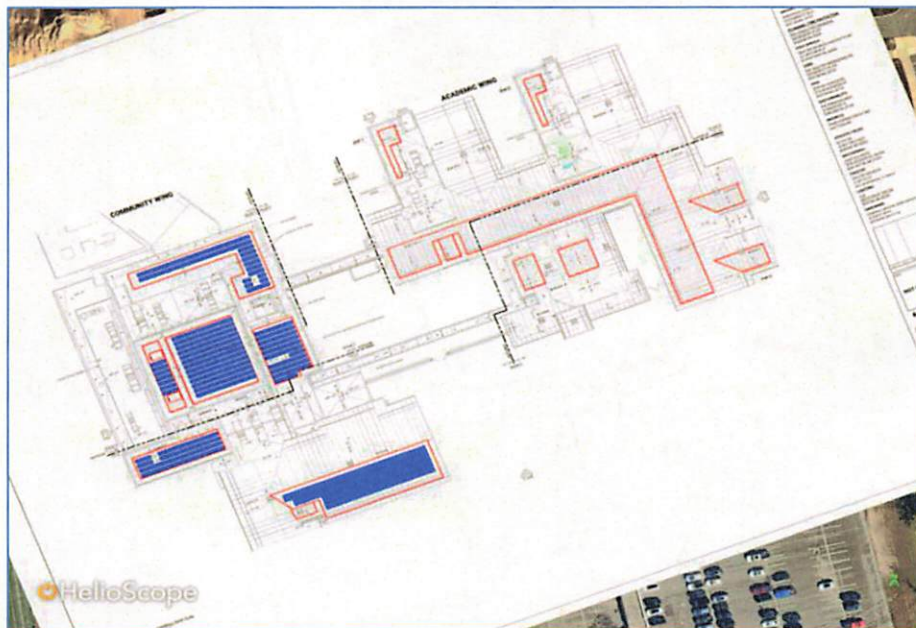
Clark Elementary School



Agawam Library



New Agawam High School



Commercial Contracting Provisions:

- **Financial Provisions:**
 - Fixed rate for electricity for 20 years; long-term energy hedge for delivered electricity.
 - Right to purchase in defined years
- **Construction Provisions:**
 - Limited and defined access rights
 - CORI requirements
 - Structural analysis requirements
 - Local permitting requirements with AHJ
 - Roof warranty protections
 - Insurance provisions and protections
 - Construction coordination
- **Operational Provisions:**
 - Limited and defined access rights for maintenance purposes
 - CORI requirements
 - Roof warranty protections
 - Roof maintenance and repair provisions for Town
 - Provisions for emergencies and repairs
 - Emergency provisions for weather issues
 - Protections for safety, reliability and performance
 - Performance guarantee – 85% of estimated annual solar generated electricity
 - Insurance provisions and protections

Next Steps:

Beacon notes that the attractive economics presented herein are heavily influenced by Solect Energy's ability to monetize the federal Investment Tax Credits ("ITC") and bonus tax credits made available under the Internal Revenue Code ("IRC"). As the Town is aware, the enactment of the One Big Beautiful Bill on July 4, 2025, established certain sunset provisions, stringent timelines and domestic content requirements specifically pertaining to the availability of tax credits for solar photovoltaic assets.

For the Town's solar projects, Solect Energy safe harbored its position for the ITC, however, that safe harbor position requires the Town to fully execute contract documents within twelve months of the enactment of the law. Under the IRC regulations, an allowable timeline for construction would be four years.

To secure the favorable economics for the Town, Beacon recommends that the Town execute the Lease and Power Purchase Agreements with Solect Energy by the end of May 2026. If amendments are required upon completion of final engineering, utility interconnection or design changes, such amendments can be executed at a later date.

Thank you for this opportunity to support the Town of Agawam with these exciting projects. If you have any questions or need additional information, please do not hesitate to contact me directly at 617-469-2172.



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

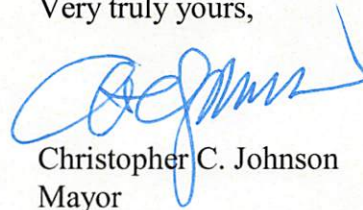
To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-34 (annual operating budget)
Date: April 30, 2026

The May 4th agenda has the resolution (TR-2026-34) approving the annual operating budget listed as new business. Consistent with past practice, this allows the Council to establish the public hearing date (recommended to be June 1, 2026), and it further allows for publication of the statutorily required public hearing notice.

I expect to get the finalized budget resolution along with the annual operating budget to the Council no later than May 11, 2026. I further expect to make the budget presentation to the Council in two parts. The first part being at a workshop after the Council's May 18th meeting, and the second part being on May 19th. These dates are subject to change after I consult with Council leadership on the topic.

Please do not hesitate to contact me with any questions.

Very truly yours,



Christopher C. Johnson
Mayor

**A RESOLUTION TO APPROPRIATE
TWO HUNDRED THIRTY-SIX THOUSAND
SIX HUNDRED SIXTEEN AND 34/100 (\$236,616.34) DOLLARS
FROM THE MUNICIPAL GOLF STABILIZATION FUND
TO PURCHASE COURSE MAINTENANCE EQUIPMENT**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Municipal Golf Stabilization Fund currently has a balance of Five Hundred Forty-Five Thousand Five Hundred Nine and 93/100 (\$545,509.93) Dollars; and

WHEREAS, the course is doing well in the current fiscal year and the Course Manager expects to finish Fiscal Year 2026 with another revenue surplus; and

WHEREAS, the Course Superintendent indicates that the course maintenance equipment is in need of upgrade and replacement; and

WHEREAS, it is in the best interests of the City of Agawam to appropriate funding from the Municipal Golf Stabilization Fund to purchase necessary course maintenance equipment; and

NOW THEREFORE, BE IT RESOLVED by the Agawam City Council that the sum of Two Hundred Thirty-Six Thousand Six Hundred Sixteen and 34/100 (\$236,616.34) Dollars is hereby appropriated from the Municipal Golf Stabilization Fund to the Municipal Golf Course Capital Equipment Line Item (65264 52050).

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, Council President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, City Solicitor



Town of Agawam

Christopher C. Johnson, Mayor

36 Main Street

Agawam, MA 01001

Telephone: 413-786-0400 | 413-786-4520

Memorandum

To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TR-2026-35 Golf Stabilization Fund Appropriation
Date: April 30, 2026

The Course Superintendent has asked to purchase some new and used course maintenance equipment with funding from the Municipal Golf Stabilization Fund. The Municipal Golf Stabilization Fund currently has a balance of Five Hundred Forty-Five Thousand Five Hundred Nine and 93/100 (\$545,509.93) Dollars.

I have attached quotes that outline the pieces of equipment and associated prices. This package includes certified used and new equipment. Listed below are two used items for which the Course Superintendent was unable to obtain written quotes. Per conversations with the vendor and the listed price on this vendor's website, the Course Superintendent provided the following prices for those items.

Non-quoted Vendor:	Reel Sharp LLC: Two used pieces of equipment:	
	Foly United AccuMaster 652:	\$ 14,000.00
	Toro GreensMaster 3150Q:	\$ 15,000.00
Vendor Totals:		
	Finch Turf:	\$ 160,616.34
	Toro Turf Products Corp.:	\$ 44,000.00
	Reel Sharp LLC:	\$ 29,000.00
	Installation fees:	\$ 3,000.00
	Total:	\$ 236,616.34

The Course Superintendent indicates that the equipment package provided is a tremendous start to the resurgence of maintenance for the Agawam Municipal Golf Course. Items within this package will satisfy many deficiencies of the maintenance operation. With these tools, the maintenance operation will be safer, more efficient and productive. With proper maintenance and oversight, this equipment package will be a great service to the future of Agawam Municipal Golf Course and allow course conditions to continue to improve.

Please do not hesitate to contact me with any questions.

Very truly yours,

Christopher C. Johnson
Mayor

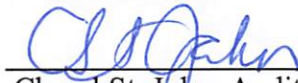
BUDGETARY TRANSFER FORMDepartment: Line ItemsAmount: \$ 10,000 Date: April 22, 2026From Clerk Regular Temp 11611 51020
Title of Account Account NumberTo Line Items – Postage 16602 52250
Title of Account Account Number

Reason for Transfer: To prevent a shortfall in the Postage -Line Item -funds running low. Transferring funds to ensure that the automated postage meter has sufficient funds through end of FY26 into the next FY.



Christopher C. Johnson, Mayor

I hereby certify that funds are available to make the above-stated transfer.

Date: 4-22-26


Cheryl St. John, Auditor

I hereby approve placement of the above-stated transfer on the Council agenda.

Date: _____



Christopher C. Johnson, Mayor

Approved as to form and legality.

Date: 4-22-2026


Christopher S. Cappucci, Solicitor

PER ORDER OF THE AGAWAM TOWN COUNCIL – APPROVED ON _____, 2026

Date: _____

Anthony J. Russo, President

APPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby approve the Council passage of the above-stated transfer.

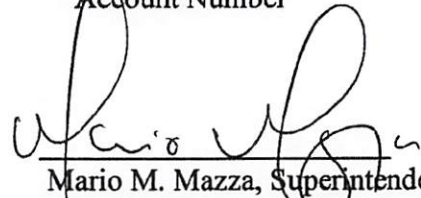
Date: _____

Christopher C. Johnson, Mayor

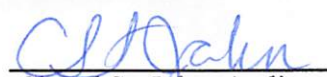
DISAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby disapprove the Council passage of the above-stated transfer.

Date: _____

Christopher C. Johnson, Mayor

BUDGETARY TRANSFER FORMDepartment: Public WorksAmount: \$95,240.06 Date: 04/22/26From Reserve 16605-57300
Title of Account Account NumberTo Snow & Ice Overtime 14201-51031
Title of Account Account NumberReason for Transfer: Account deficit
Mario M. Mazza, Superintendent

I hereby certify that funds are available to make the above-stated transfer.

Date: 4/28/26 
Cheryl St. John, Auditor

I hereby approve placement of the above-stated transfer on the Council agenda.

Date: 4/28/26 
Christopher C. Johnson, Mayor

Approved as to form and legality.

Date: 4/28/26 
Christopher S. Cappucci, Solicitor

PER ORDER OF THE AGAWAM TOWN COUNCIL – APPROVED ON _____, 2026

Date: _____
Anthony J. Russo, PresidentAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby approve the Council passage of the above-stated transfer.Date: _____
Christopher C. Johnson, MayorDISAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby disapprove the Council passage of the above-stated transfer.Date: _____
Christopher C. Johnson, Mayor



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

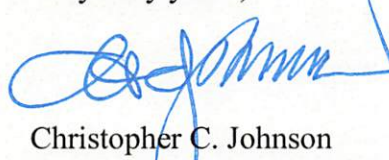
To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TO-2026-7 and TO-2026-8 (snow removal deficit transfers)
Date: April 30, 2026

Pursuant to Massachusetts General Laws Chapter 44, §31D, accounts utilized for snow and ice removal may incur a liability or may be legally overspent after approval by the mayor. As you are aware, this past winter was amongst the most severe in the last decade with multiple large storms and many minor snow events. The accounts for snow and ice overtime (funding source for overtime for DPW employees engaged in snow removal and sanding operations), and equipment rentals - snow (funding source for hired outside plows) have both been overspent.

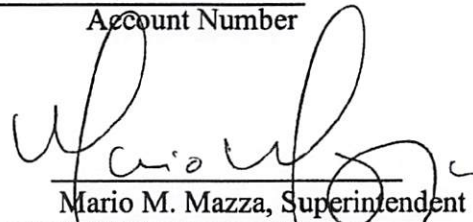
The longstanding past practice in Agawam is that any deficit in snow and ice removal accounts is filled via transfers from the Reserve Fund prior to the end of the fiscal year. TO-2026-7 and TO-2026-8 are the Reserve Fund transfers to fill the deficits caused by this year's severe winter. The other options would be to include funding in next year's operating budget, or if the Council fails to act altogether the deficit would be applied to the next annual tax rate.

Please do not hesitate to contact me with any questions.

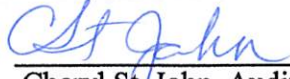
Very truly yours,



Christopher C. Johnson
Mayor

BUDGETARY TRANSFER FORMDepartment: Public WorksAmount: \$40,242.50 Date: 04/22/26From Reserve 16605-57300
Title of Account Account NumberTo Equipment Rentals- Snow 14202-52071
Title of Account Account NumberReason for Transfer: Account deficit
Mario M. Mazza, Superintendent

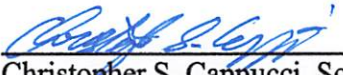
I hereby certify that funds are available to make the above-stated transfer.

Date: 4/28/26 
Cheryl St. John, Auditor

I hereby approve placement of the above-stated transfer on the Council agenda.

Date: 4/28/26 
Christopher C. Johnson, Mayor

Approved as to form and legality.

Date: 4/28/26 
Christopher S. Cappucci, Solicitor

PER ORDER OF THE AGAWAM TOWN COUNCIL – APPROVED ON _____, 2026

Date: _____
Anthony J. Russo, PresidentAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby approve the Council passage of the above-stated transfer.Date: _____
Christopher C. Johnson, MayorDISAPPROVAL OF LEGISLATION: Pursuant to Section 3-6 of the Agawam Home Rule Charter, I hereby disapprove the Council passage of the above-stated transfer.Date: _____
Christopher C. Johnson, Mayor



Town of Agawam

Christopher C. Johnson, Mayor
36 Main Street
Agawam, MA 01001
Telephone: 413-786-0400 | 413-786-4520

Memorandum

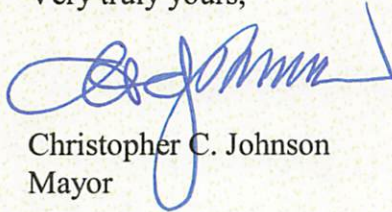
To: Agawam City Council
From: Christopher C. Johnson, Mayor
Re: TO-2026-7 and TO-2026-8 (snow removal deficit transfers)
Date: April 30, 2026

Pursuant to Massachusetts General Laws Chapter 44, §31D, accounts utilized for snow and ice removal may incur a liability or may be legally overspent after approval by the mayor. As you are aware, this past winter was amongst the most severe in the last decade with multiple large storms and many minor snow events. The accounts for snow and ice overtime (funding source for overtime for DPW employees engaged in snow removal and sanding operations), and equipment rentals - snow (funding source for hired outside plows) have both been overspent.

The longstanding past practice in Agawam is that any deficit in snow and ice removal accounts is filled via transfers from the Reserve Fund prior to the end of the fiscal year. TO-2026-7 and TO-2026-8 are the Reserve Fund transfers to fill the deficits caused by this year's severe winter. The other options would be to include funding in next year's operating budget, or if the Council fails to act altogether the deficit would be applied to the next annual tax rate.

Please do not hesitate to contact me with any questions.

Very truly yours,



Christopher C. Johnson
Mayor

TO-2026-9

**AN ORDER ACCEPTING A SPECIAL PERMIT TO AMEND
THE CLASS 2 DEALER LICENSE ISSUED TO
CHRIS AUTO SOUTH LOCATED AT 207 MAIN STREET, AGAWAM, MA**

WHEREAS, Chris Auto South currently holds a Class 2 Dealer's License for its property located at 207 Main Street, Agawam, MA issued by the Agawam City Council on November 17, 2025; and

WHEREAS, Chris Auto South applied for a Special Permit in accordance with the Town of Agawam's Zoning Ordinance Chapter 180-55 (B35) and Chapter 114-5 to allow the Petitioner to seek an increase of nine vehicles; and

WHEREAS, on December 22, 2025, the Agawam Zoning Board of Appeals approved the Special Permit for Chris Auto South to allow for the increase of nine (9) vehicles.

NOW, THEREFORE, the Agawam City Council hereby amends the Class 2 Dealer's License for Chris Auto South for its property located at 207 Main Street, Agawam, MA for the period commencing on January 1, 2026 and expiring on December 31, 2026, subject to the previously approved site plan, and subject to the Special Permit issued by the Agawam Zoning Board of Appeals on December 22, 2025 and any conditions thereto, and subject to all previously approved conditions, and with a maximum of thirty-one (31) vehicles.

Dated this ____ **day of** _____, 2026

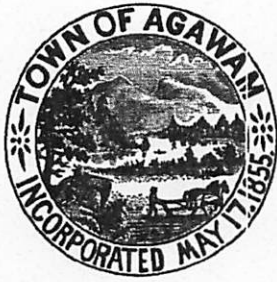
PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, Council President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, City Solicitor



Town of Agawam

Zoning Board of Appeals

36 Main Street, Agawam, Massachusetts 01001-1801

Tel. 413-726-9737 Fax 413-786-9927

December 22, 2025

Petition of:
Chris Auto South
207 Main Street
Agawam, MA 01001

Dear City Council,

At its duly called meeting held on December 22, 2025, the Agawam Zoning Board approved the Special Permit for Chris Auto South, in accordance with Town of Agawam's Zoning Ordinances, Ch. 180-55 (B35) and Ch. 114-5 to allow the petitioner to seek a Class II auto sales license for the increase of vehicles on the premise identified as 207 Main Street.

If you have any questions, please contact this office at 726-9739.

Sincerely,

Doreen Prouty, Chairman
Zoning Board of Appeals

Cc: Building Inspector
Engineering Department
Town Clerk
File #8883



Town of Agawam

Zoning Board of Appeals

36 Main Street, Agawam, Massachusetts 01001-1801

Tel. 413-786-0400 Fax 413-786-9927

Petition of: Chris Auto South

Premises Affected: 207 Main Street

Date: December 22, 2025

Case #: 2040

DECISION

The Agawam Zoning Board of Appeals conducted a public hearing and meeting on December 22, 2025 at the Agawam Senior Center, Agawam, MA for all parties interested in the request of Chris Auto South which is seeking a Special Permit in accordance the Town of Agawam's Zoning Ordinances, Ch.180-55 (B35) and Ch.114-5 to allow the petitioner to seek a Class II auto sales license for the increase of vehicles at the premises identified as 207 Main Street.

After the public hearing and after a thorough review of the facts presented, the Agawam Zoning Board of Appeals made the following findings:

1. The subject property is located within an Industrial A zoning district.
2. The subject property is currently being utilized as a used car sales business with an auto repair shop to service the vehicles to be sold.
3. The petitioner currently has a Class II car dealer license for the sale of up to twenty-two (22) vehicles.
4. The petitioner is seeking to increase the number of vehicles allowed under this license to thirty-one (31).
5. Ch. 114-5 states "Any applicant filing a renewal application which seeks to amend the maximum number of motor vehicles shall file an application for a Special Permit with the Board of Appeals for approval pursuant to Ch. 180-11".
6. Ch. 114-5 also requires the submission of a site plan which meets all the requirements of Sect 180-13 (C-3).
7. The original site plan, dated May 20, 2020 was approved for this business by the Agawam Planning Board.
8. A site plan was submitted to this Board showing the addition of 9 parking spaces to be constructed to accommodate the additional vehicles.
9. The Town of Agawam's Zoning Ordinance Ch. 180-55 (B-35) states: "the selling of new or second hand vehicles shall require a Special Permit in accordance with Ch. 114-5".
10. A memo, dated 11/26/25, was received from Agawam's Inspection Services Department citing no issues or concerns with this petition.
11. No other correspondence was received from the various Town Departments regarding this issue.

12. This auto sales business is an allowable use in the Industrial A zoning district, conditioned on a Special Permit approval by the ZBA and the issuance of the auto sales license by the Town Council.
13. An auto sales business will service community needs by offering vehicles to be purchased by the public.
14. Traffic flow and safety, adequate utilities and impacts to the natural environment have been satisfactorily addressed with the approval of the site plan.
15. No information was submitted showing this request would have a negative fiscal impact.

Based on its findings, the Agawam Zoning Board of Appeals is of the opinion that this request for a Special Permit, in accordance with the Town of Agawam's Chapter 180-55 (B35) and Chapter 114-5, is within the authority of this Board.

Therefore, by a unanimous vote of its three members, the Agawam Zoning Board of Appeals approves Chris Auto South for a Special Permit concerning a Class II auto dealer's license, subject to the following conditions:

1. The proposed auto sales business will be built according to the plan entitled "Chris Auto South, 207 Main Street, Agawam, MA", prepared by Stoddard Engineering, dated October 17, 2025 and signed by the members of this Board
2. Idling of a vehicle is only allowed when such vehicle is being inspected by a potential buyer for sale.
3. Outdoor lighting will be directed inward onto the subject property so as not to stray beyond the boundaries of the subject property.
4. The hours of operation will be 9am-5pm, Monday through Friday and 9am-3pm on Saturdays (as stated by the petitioner at the hearing).
5. The petitioner shall record with the Hampden County Registry of Deeds a "Notice of Special Permit" form which will be provided by this Board and proof of said filing must be submitted to this Board and to the Inspector of Buildings.
6. This special permit shall become null and void if construction does not commence within three (3) years from the date of this decision.

This decision is subject to appeal in accordance with MGL. Ch.40A, Section 17 within 20 days after this decision is filed with the Town of Agawam's Clerk's Office.



Town of Agawam

Zoning Board of Appeals

36 Main Street Agawam, Massachusetts 01001-1801
Tel. 413-786-0400 Fax 413-786-9927

Signatory Page of Decision

Case #: 2040

Date: December 22, 2025

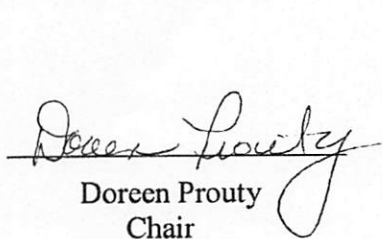
Applicant: Chris Auto South

Address: 207 Main Street

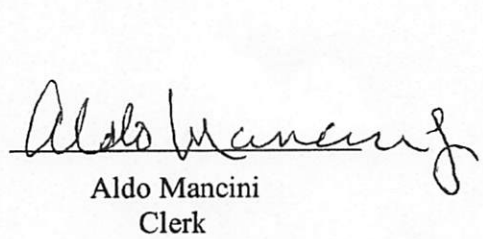
2025 DEC 29 A 9:39
ED

By a unanimous vote of its three members, the Zoning Board of Appeals hereby approves the petitioner a Special Permit.

The conclusion and findings are set forth in the attached written decision.


Doreen Prouty
Chair


Richard Maggi
Vice Chair


Aldo Mancini
Clerk

Vincenzo Ronghi (Alternate)

Viktor Savonin (Alternate)

APPROVED

TO-2025-20

**AN ORDER GRANTING OR RENEWING A
CLASS 2 DEALER'S LICENSE TO
CHRIS AUTO SOUTH AT
207 MAIN STREET, AGAWAM, MA**

WHEREAS, Chris Auto South has submitted an Application for a License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles pursuant to Massachusetts General Laws, Chapter 140; and

WHEREAS, Chris Auto South currently holds a Class 2 Dealer's License issued by the Town of Agawam for its property located at 207 Main Street, Agawam, Ma.

NOW, THEREFORE, the Agawam City Council hereby grants Chris Auto South a Class 2 Dealer's License for its property located at 207 Main Street, Agawam, MA for the period commencing on January 1, 2026 and expiring on December 31, 2026, subject to the previously approved site plan, all previously approved conditions and with a maximum of twenty-two (22) vehicles.

Dated this 17th day of November, 2025

PER ORDER OF THE AGAWAM CITY COUNCIL



Rosemary Sandlin, Council President

APPROVED AS TO FORM AND LEGALITY



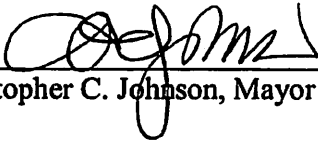
Christopher S. Cappucci, City Solicitor

MAYORAL ACTION

Signed by Council President this 17th day of November, 2025 and received this 18th day of November, 2025 from Council Clerk.

APPROVAL OF LEGISLATION

By the powers vested in me pursuant to Article 3, Section 3-6 of the Agawam Charter, as amended, I hereby approve the passage of TO-2025-20 on this 18th day of November, 2025.



Christopher C. Johnson, Mayor

DISAPPROVAL OF LEGISLATION

By the powers vested in me pursuant to Article 3, Section 3-6 of the Agawam Charter, as amended, I hereby veto the passage of the above legislation on this _____ day of _____, 20__ for the following reason(s):

Christopher C. Johnson, Mayor

RETURN OF LEGISLATION TO COUNCIL CLERK

Returned to Council Clerk this 18th day of November, 2025.

**PETITION FOR ZONE CHANGE BY CHANDA CARE, INC. ON BEHALF OF
VIP HOMES & ASSOCIATES, LLC FOR PROPERTY LOCATED AT
430 NORTH WEST STREET, FEEDING HILLS SECTION OF AGAWAM,
HAMPDEN COUNTY, MASSACHUSETTS (ASSESSOR PARCEL C13-4-4)
FROM THE BUSINESS B DISTRICT TO THE RESIDENCE A-2 DISTRICT**

WHEREAS, VIP Homes & Associates, LLC (the "Owner") is the owner of a parcel of land located at 430 North West Street, Feeding Hills Section of Agawam, Hampden County, Massachusetts (Assessor Parcel C13-4-4) which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds in Book 21927, Page 342; and

WHEREAS, Chanda Care, Inc. (the "Petitioner") on behalf of the Owner has submitted a Petition dated April 17, 2026 to change the zoning on 430 North West Street, Feeding Hills Section of Agawam, Hampden County, Massachusetts (Assessor Parcel C13-4-4) from the Business B District to the Residence A-2 District; and

WHEREAS, the Petitioner indicates in its Petition that "[t]he proposed zoning amendment is intended to allow for residential development on the site"; and

WHEREAS, the Petitioner further indicates in its Petition that the zone change "*will be desirable and without substantial detriment to the public good*"; and

NOW THEREFORE, the Agawam City Council hereby resolves to change the zoning of land located at 430 North West Street, Feeding Hills Section of Agawam, Hampden County, Massachusetts (Assessor Parcel C13-4-4) which is more particularly described in a deed which is recorded in the Hampden County Registry of Deeds in Book 21927, Page 342 from the Business B District to the Residence A-2 District.

Dated this _____ day of _____, 2026.

PER ORDER OF THE AGAWAM CITY COUNCIL

Anthony J. Russo, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, Solicitor

Request for Zoning Map Amendment

Under Town of Agawam Zoning Ordinance § 180-3 – Districts enumerated; Building Zone Map.

Proposed Residence A-2 (RA-2) District

Project Location:

430 North West Street
Feeding Hills, Massachusetts 01030
(Parcel ID: C13-4-4)

Submitted To:

Town of Agawam City Council
36 Main Street
Agawam, Massachusetts 01001

Applicant:

Chanda Care, Inc.
c/o Chantal Bernard
723 Main Street
Agawam, Massachusetts 01001

Property Owner:

VIP Homes & Associates, LLC
c/o Mr. Valdimir Ruha
29 Avalon Place
Feeding Hills, Massachusetts 01030

RLA Project File No. 260314

April 17, 2026

R LEVESQUE ASSOCIATES, INC.

A LAND PLANNING SERVICES COMPANY

40 School Street, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rlaland.com



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2. LOCUS MAP
3. DEED REFERENCE

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I. PETITION LETTER

R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 · f 413.568.0986 · www.rland.com



April 17, 2026

Anthony J. Russo, Council President
Town of Agawam City Council
36 Main Street
Agawam, Massachusetts 01001

**RE: Request for Zoning Map Amendment
430 North West Street
Feeding Hills, Massachusetts 01030
(Parcel ID: C13-4-4)
RLA Project File No. 260314**

Dear President Russo and Councilors:

On behalf of the applicant, Chanda Care, Inc., R Levesque Associates, Inc. is submitting this Request for Zoning Map Amendment for the above-referenced property in Feeding Hills, Massachusetts.

PROPERTY DESCRIPTION

The subject property is located east of North West Street and north of North Street Extension and consists of approximately 1.36 ± acres. The subject property is owned by VIP Homes & Associates, LLC and is recorded under the Hampden County Registry of Deeds in Book 21927, Page 342. A copy of the deed reference is included within this petition packet under Section 3. According to the Town of Agawam online Assessor's database, the subject property is located within the Business B (BB) zoning district. A Locus Map depicting the property's location and current zoning is included within this petition packet under Section 2.

ZONING MAP AMENDMENT PETITION

The petitioner respectfully requests that the Town of Agawam grant the above-referenced Zoning Map Amendment under the Massachusetts General Laws Chapter 40A Section 5 to amend the Town of Agawam Building Zone Map to allow for the entirety of the subject property to be rezoned to the Residence A-2 (RA-2) zoning district, as promulgated under Article III of the local zoning regulations.



STATEMENT OF PURPOSE

The proposed zoning amendment is intended to allow for residential development on the site. The proposed zoning map amendment would support residential use on the subject property that aligns with allowable uses within the Residence A-2 (RA-2) district.

STATEMENT OF JUSTIFICATION

Facts to support a finding that the proposed Zoning Map Amendment will be desirable and without substantial detriment to the public good:

1. The applicant intends to rezone the property from a business-oriented zoning district to a residential-oriented zoning district to allow for future development and improvements at this site.
2. There is no significant impact to the neighborhood in requesting the proposed Zoning Map Amendment as residential areas currently exist within the general vicinity of the subject property.
3. The subject property is well suited for residential use and has ample space to utilize.
4. The subject property is in a primarily residentially utilized neighborhood, and the proposed use of the site better aligns with the neighborhood than the existing allowable business uses.

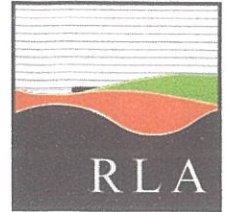
CONCLUSION

Understanding the above, the proposed Zoning Map Amendment is not detrimental to the public good and does not substantially derogate from the intent of and purpose of the Town of Agawam Zoning Ordinance. Based on the foregoing, and all the supplemental information attached, the applicant respectfully requests that the Town of Agawam grant the requested Zoning Map Amendment under the Town of Agawam Zoning Ordinance to allow for the entirety of the subject property to be rezoned to the Residence A-2 (RA-2) zoning district.

R LEVESQUE ASSOCIATES, INC.

40 School Street, P.O. BOX 640, Westfield, MA 01085

p 413.568.0985 • f 413.568.0986 • www.rland.com



Property Owner:

ceded by 3-12-26
VIP Homes & Associates, LLC c/o Mr. Vladimir Ruha

As required, a copy of this submission has been provided electronically via email to the Town of Agawam City Council and Planning Board. We are requesting to be placed on the City Council's next available agenda. Should you have any questions or comments regarding this submission, please do not hesitate to contact our office at your earliest convenience.

Sincerely,

R LEVESQUE ASSOCIATES, INC.

Nina Fazio
Nina Fazio
Permitting Coordinator

2. LOCUS MAP

(SOURCE: TOWN OF AGAWAM GIS)

3. DEED REFERENCE

(SOURCE: HAMPDEN COUNTY REGISTRY OF DEEDS)

DEED

KNOW ALL MEN BY THESE PRESENTS that, WE, RUSSELL D. JENKS, an unmarried man, of 430 N. West Street, Feeding Hills, Hampden County, Massachusetts and RONALD R. CORRIVEAU, a married man, of 773 N. West Street, Feeding Hills, Hampden County, Massachusetts, as joint owners,

For consideration of One Hundred Thirty-five Thousand and No/100 (\$135,000.00) Dollars,

Grant to VIP Homes & Associates, LLC, of 29 Avalon Place, Feeding Hills (Agawam), Hampden County, Massachusetts,

with Warranty Covenants

A certain parcel of land situated on the Northerly side of North Street and the Easterly side of North West Street, Agawam, Hampden County, Massachusetts and being more particularly bounded and described as follows:

Beginning at an iron pin set in the easterly line of North West Street, said iron pin being located at the southwesterly corner of land now or formerly of William Hopkins; thence S. 8° 45' 25" E. along North West Street, two hundred sixteen and 53/100 (216.53) feet to an iron pin; thence southerly and southeasterly in a curved line having a radius of fifty (50) feet and an interior angle of 72° 14' 02" to an iron pin, said curved line forming the intersection of the easterly line of North West Street with the northerly line of North Street; thence S. 84° 59' 27" E. along North Street, one hundred sixty-five and 87/100 (165.87) feet to an iron pin; thence N. 12° 42' 27" W. three hundred sixty-seven and 31/100 (367.31) feet to an iron pin at land now or formerly of John Hopkins; thence S. 60° 17' 49" W. along land now or formerly of said John Hopkins and William Hopkins, one hundred eighty-three and 11/100 (183.11) feet to the point of beginning. For further reference, see plan entitled "Property of Russell D. Jenks and Joan Jenks" dated July 1991 and recorded in the Hampden County Registry of Deeds Plan Book 280, Page 79.

Reserving to the grantor herein, his heirs and assigns the right of ingress and egress over a farm road running along the northwesterly line of the above described premises and subject to the rights of others lawfully entitled to use the same.

As per M.G.L. c 188 s 13, RUSSELL D. JENKS, under oath and subject to the pains and penalties of perjury, does hereby depose, state and certify that: (i) I release all rights of Homestead in the subject realty, (ii) that no spouse, no non-owner spouse, former spouse, or any other person(s) resides in the home, and (iii) at the time of delivery of this deed, no spouse, former spouse, or any other person(s) is entitled to claim the benefit of an existing estate of homestead.

RONALD R. CORRIVEAU under oath and subject to the pains and penalties of perjury states that the premises herein conveyed was not the principal residence of either himself or his spouse and neither are entitled to claim Homestead rights in the subject property.

Being the premises conveyed to the Grantors herein by deed from Russell D. Jenks dated August 31, 2017, and recorded in Hampden County Registry of Deeds in Book 21839, Page 231.

Being the premises known as 430 N. West Street, Feeding Hills (Agawam), MA 01030.

Witness our hands and seals this 1st day of November, 2017,

Abbe W. McLane
Witness

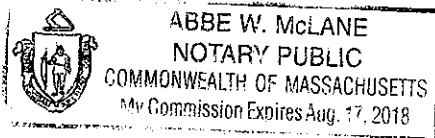
Russell D. Jenks
RUSSELL D. JENKS

Ronald R. Corriveau
RONALD R. CORRIVEAU

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 1st day of November, 2017, before me, the undersigned notary public, personally appeared RUSSELL D. JENKS and RONALD R. CORRIVEAU and proved to me through satisfactory evidence of identification, which were valid driver's licenses, to be the persons whose names are RUSSELL D. JENKS and RONALD R. CORRIVEAU signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Abbe W. McLane
Abbe W. McLane, Notary Public
My Commission Expires: August 17, 2018

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 11-01-2017 @ 09:46am
Ctl#: 49 Doc#: 64788
Fee: \$615.60 Cons: \$135,000.00

DONALD E. ASHE, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS

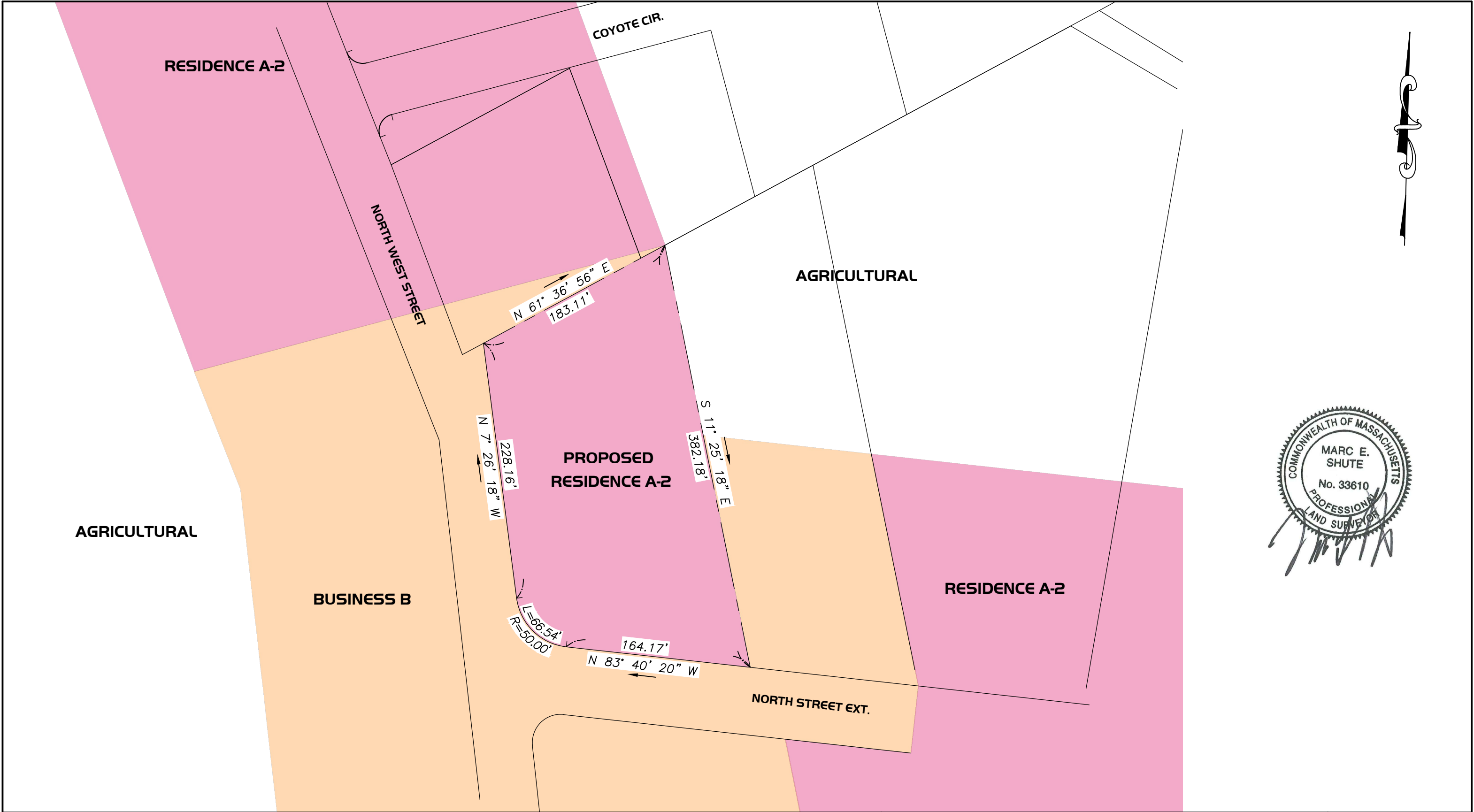
APPENDIX A: SITE PLAN

SITE PLAN ENTITLED "PROPOSED ZONE"

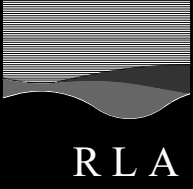
PREPARED FOR CHANDA CARE, INC.

PREPARED BY R LEVESQUE ASSOCIATES, INC.

DATED MARCH 24, 2026



REVISION:			DATE:
SCALE: 1" = 80'	DATE: 3-24-2026	JOB NO.: 260314	



R LEVESQUE ASSOCIATES, INC
 Landscape Architects · Civil Engineers · Land Surveys · Environmental Consultants
 40 School Street · P.O. Box 640 · Westfield, MA 01086
 ph: 413.568.0985 fax: 413.568.0986 rland.com

PROPOSED ZONE
430 North West Street, Agawam
 FOR
Chanda Care, Inc

DRAWING#
Z-2