

**MONTAGUE SELECTBOARD MEETING**  
**VIA ZOOM**  
**Monday, November 20, 2023**  
**AGENDA**

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/86551263160>

**Meeting ID: 865 5126 3160    Passcode: 291986    Dial into meeting: +1 646 558 8656**

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

**Meeting Being Taped**

**Votes May Be Taken**

1. 6:30PM      Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30          Approve Selectboard Minutes from November 6 and 13, 2023
3. 6:31          Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:33          Brian McHugh, FCRHRA, Director of Community Development
  - To authorize payment #1 to Berkshire Design Group in the amount of \$1,275.00 for payment of FY22.23 Montague Hillcrest Park Construction Project
5. 6:35          Suzanne LoManto, Montague Assistant Planner
  - Discuss "Save The Date" Northeast Unity Car Show on First Street and around Unity Park. Sunday, September 22, 2024 (Full Application to follow)
  - Request for Assembly for the Santa Parade hosted by The Montague Center Fire Association – 5 Village Santa Parade. Dec. 16, 2023, 2 :00 PM to 4 :00 PM
  - 'Making it Public' NEFA Contract – Awarded to RiverCulture for professional training of three staff members and \$15,000 for a 2024 work of temporary public art.
6. 6:40          Chris Williams, Police Chief
  - Adopt Policy and Procedures
    - Traffic Enforcement 4.02
7. 6:50          Maureen Pollock, Town Planner
  - Montague City Village Center Study – project update
  - MassDOT & MHP Thriving Communities Support Letter –Authorization to sign the letter of support
  - Digital Equity Plan – project update
  - MassDOT Intersection improvements at Routes 63 and North Leverett Road – project update
8. 7:10          Dorinda Bell Upp, Six Town Regionalization Planning Board Update
  - Briefing on STRPB Findings to Date and Next Steps Relative to Consideration of a Possible Merger of Gill-Montague and Pioneer Valley Regional Schools

**Montague Selectboard Meeting**  
**November 20, 2023**  
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9. 7:25      ATA Business
- Issue Certificate of Completion to Nova Works LLC under Land Development Agreement issued 6/13/22 for 500 Avenue A (former DPW garage)
  - Change Order Request #1 Montague City Road Flooding Relief Project in the amount of \$40,630 for environmental controls required by Army Corps of Engineers General Permit.
10. 7:30      TA Business
- Review of FY2024 Tax Classification Hearing Process and Memo submitted by Karen Tonelli, Director of Assessing
  - Execute Agreement with Wright-Pierce in the Amount of \$76,900 for Regulatory Compliance Assistance
  - Execute a purchasing agreement between the Montague Public Libraries and Verizon to Establish a Discounted Distance Learning M2M account.
  - Execute Agreement with the Mass Cultural Council in the Amount of \$2,500 for Festival Grant Funds to Be Directed by the Montague Public Libraries.
  - Request to Issue Notice of Closure of Montague Town Hall and Other Town Offices, Applicable to Non-Essential Personnel, Effective at 4PM on Wednesday, November 22.
  - Topics not anticipated in the 48 hour posting requirements

**Next Meeting:**

- Selectboard, Monday, November 27, 2023 at 6:30PM, 1 Avenue A, Turners Falls, via ZOOM



**FRANKLIN COUNTY REGIONAL HOUSING &  
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376  
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289  
splesant@fcrhra.org

**AUTHORIZATION TO DISBURSE**  
**Invoice # 2023-145-1**  
**Project No. 2023-145**  
**TOWN OF MONTAGUE FY22.23 CDBG**  
**FY22.23 Hillcrest Park Construction(6C)**  
**Contractor: Berkshire Design Group**  
**4 Allen Place**  
**Northampton, MA 01060**

Date: November 13, 2023

Total Contract	21,400.00
Total Paid to Date:	-
Balance:	21,400.00
This Invoice:	<b>1,275.00</b>
Balance:	20,125.00

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period October 1, 2023 to October 31, 2023.

See attached invoice dated: November 13, 2023	<b>FY22.23 MONT \$1,275.00</b>
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I reviewed this invoice on 11/14/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$1,275.00**

  
\_\_\_\_\_  
Director of Community Development - HRA

We hereby authorize the above payment

**TOWN of MONTAGUE (2 of 3 required)**

\_\_\_\_\_  
Authorized signature  
Chair, Selectboard

\_\_\_\_\_  
Authorized signature  
Selectboard

\_\_\_\_\_  
Authorized signature  
Selectboard



# Berkshire Design Group

4 Allen Place, Northampton, MA 01060  
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.  
Attn: Mr. Brian Mchugh  
241 Millers Falls Rd.  
Turners Falls, MA 01376

**Re: Montague - 30 Griswold St - Hillcrest Playground**

For professional landscape architectural, civil engineering and land surveying services listed below for the period October 1, 2023 to October 31, 2023:

**INVOICE # 2023-145-1**

November 13, 2023

Project No: 2023-145

Email invoices to: [bmchugh@fcrhra.org](mailto:bmchugh@fcrhra.org), [spleasant@fcrhra.org](mailto:spleasant@fcrhra.org)

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
100% CD	\$8,500.00	15.00%	15.00%	\$1,275.00
Bidding	\$3,700.00	0.00%	0.00%	\$0.00
Construction Administration	\$9,200.00	0.00%	0.00%	\$0.00
	<u>\$21,400.00</u>			
<b>Subtotal Task Charges</b>				<b>\$1,275.00</b>
<b>INVOICE TOTAL</b>				<b>\$1,275.00</b>

**Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.**

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.



## Board of Selectmen Town of Montague

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

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

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

Name of applicant: Suzanne LoManto  
Address of applicant: 1 Avenue A  
Phone # of applicant: 413 863 3200 ext 115  
Name of organization: River Culture  
Name of legally responsible person: Town of Montague  
Location of assembly: 5 Villages - Montague  
Date of assembly: Saturday, Dec. 16, 2023  
Time of assembly: Begin: \_\_\_\_\_ End: \_\_\_\_\_  
Number of expected participants: \_\_\_\_\_

If a procession/parade:

~~Route:~~

See attached

Number of people expected to participate: \_\_\_\_\_

Number of vehicles expected to participate: 1

Subject of demonstration:

Santa Parade  
Montague City fire department

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

\*\*\*\*\*

Signatures:

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

Board of Selectmen, Chairman: \_\_\_\_\_ Date: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

SANTA PARADE ROUTE

SATURDAY, DECEMBER 16, 2023

HOSTED BY MONTAGUE CENTER FIRE ASSOCIATION

2:00PM-3:15PM

*\*All times are approximate.*

**2:00PM Montague Center Fire Station**

School Street to Main Street: *Stop at Montague Common*

Main Street to South Street to Federal Street. Arrive in Lake Pleasant

**2:15PM Lake Pleasant Road to Broadway: *Stop at Rutters Park***

Green Pond Road to Federal Street. Arrive in Millers Falls

**2:30PM: Federal Street to West Main Street: *Stop Across from Carrol's Market***

Circle around Franklin, Newton and Bridge Street

Millers Falls Road to Turnpike Road. Arrive in Montague City

**2:50PM: Turnpike Road to Montague City Road: *Stop at the Farren parking lot bus stop***

**Montague City Road to Avenue A.** Arrive in Turners Falls

**3:00PM: First Street at Unity Park: *Stop at Unity Park***

Unity Street back to Montague City Fire Department

**MONTAGUE CENTER FIRE ASSOCIATION  
SANTA PARADE  
Saturday, December 16  
Starts at 2pm from Montague Center**

**TURNERS FALLS**  
3:00PM Stop at Unity Park



AVENUE A

Turners Falls Road  
back to Montague Center

**MILLERS FALLS**

2:30PM Federal Street to West Main St.  
Stop across from Carroll's Market  
Around Franklin, Newton and Bridge Street

MONTAGUE CITY RD.

TURNPIKE ROAD



Green Pond Road to Federal Street



**LAKE PLEASANT**

2:15PM Lake Pleasant Road to Broadway  
Stop at Rutter's Park

FEDERAL STREET/ Route 63



**START**



**MONTAGUE CENTER**  
2PM Leave Montague Center Fire Station  
School Street to Main Street  
Stop at Montague Common

**MONTAGUE CITY**

Turnpike Road to Montague City Road  
2:50PM Stop at the parking lot bus stop



*All Times Are Approximate*



NEW ENGLAND FOUNDATION FOR THE ARTS  
 321 Harrison Ave. tel 617.951.0010  
 Suite 420 fax 617.951.0016  
 Boston, MA 02118 www.nefa.org

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), entered into on November 3, 2023 is made by and between **New England Foundation for the Arts, Inc., ("NEFA")**, a Massachusetts non-profit corporation with a principal place of business at 1000 Washington Street, 2<sup>nd</sup> Floor, Boston, MA 02118, AND **the Town of Montague** with its principal place of business at **1 Avenue A, Turners Falls, MA 01376**.

In this agreement **the Town of Montague** is referred to as the "Contractor"; NEFA and Contractor will collectively be referred to as the "Parties".

In exchange for valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises set forth herein, the Parties collectively agree as follows:

1. **Services and Work Products.** During the term of this Agreement, the Parties shall collectively furnish the "Services and/or Work Products" as described below:

- a. Services

Contractor administers a Call for a Call for Temporary Public Art in 2024, that exemplify applied learnings from the *Making it Public* workshop series and alignment with NEFA's Public Art Values.

- i. See Appendix A for a detailed Scope of Work.

- b. Work Products

Contractor shall produce a Call for Temporary Public Art in 2024, in alignment with municipal procurement of public art in Massachusetts.

- i. See Appendix A for details.

Contractor shall provide 2-3 high resolution images of the final temporary artwork funded, along with relevant image descriptions and photo crediting information.

2. **Payments.** In exchange for the satisfactory performance of the Services and the timely completion and delivery of the Work Products prior to Termination, NEFA shall pay the Contractor the following amounts in accordance with the terms set forth below.

- a. The Contractor shall be paid by NEFA, according to the following payment schedule:

	Payment Amount
20% of funding will be issued from NEFA to the municipality upon NEFA counter-signing the agreement; payment will be issued by January 30, 2024.	\$3,000
40% of funding will be issued from NEFA to the	\$6,000



municipality upon: <ul style="list-style-type: none"><li>- Approval of the Call for Temporary Public art from NEFA and</li><li>- Municipality publicizing the Call for Temporary Public Art</li></ul>	
40% of funding will be issued from NEFA to the municipality upon completion of the artist selection process.	\$6,000

3. **Term.** The term of this Agreement (the "Term") shall commence as of the later date of the final execution of this contract, and it shall expire by January 30, 2025. All Services and Work Products are to be complete by the expiration of this Agreement. This Agreement may be renewed prior to expiration of the Term, only by the written agreement of all Parties.
4. **Termination.** This Agreement may be terminated for any reason by any party without penalty prior to the expiration of the Term by such party providing at least thirty (30) days written notice to the others, at the addresses listed above. If any party provides such written notice, this Agreement shall terminate effective on the date specified in such notice. Upon termination by either party, NEFA shall only be liable for payment of amounts earned by Contractor as a result of work satisfactorily performed prior to the effective date of the termination. The Contractor shall have no further responsibility to perform any task under this Agreement after the effective date of the termination. Contractor' obligations under the succeeding paragraphs of this Agreement shall survive termination.
5. **Indemnification.** To the extent permitted by MA state law, the Parties agree to individually assume responsibility for any and all claims, losses, or liability arising from any act, omission, or failure of itself, its subrecipients, subcontractor, officers, agents, and employees relating to this agreement. The parties further agree to hold each other harmless from such claims to the extent permitted by law.
6. **Contractor as Independent Contractor.** The Parties agree that in all respects the Contractor' relationship to NEFA shall be that as independent Contractor. The Parties shall not act or represent that they are acting as an agent, and shall have no authority to create, assume or incur any obligation or liability on the part, of the other party. Nothing in this Agreement is intended to limit a party's right to contract or affiliate with any other third party. Contractor acknowledges and agrees that he/she shall not be deemed a NEFA employee and shall not be entitled to any employee benefits, including any insurance benefits, otherwise available to NEFA employees. Contractor operates free from the direction and control of NEFA in connection with the performance of the Services and shall be free to devote its/their time and resources to such other activities as he/she deems appropriate, consistent with its/their obligations under this Agreement.
7. **Conflict of Interest.** NEFA is a charitable tax-exempt organization and must therefore engage only in activities which accomplish one or more of its tax-exempt purposes. The Contractor warrants that it/they has/have received and reviewed NEFA's Conflict of Interest Policy and is not involved, and shall not be involved during the Term, in any activity which constitutes a conflict of interest under the terms of that policy. The Contractor agrees to notify NEFA immediately in writing if any situation arises which

might constitute a conflict of interest as defined in the policy.

8. **Crediting.** NEFA shall provide attribution to the Contractor when it uses any Work Products created under this Agreement. The Contractor shall provide attribution to NEFA when it uses any Work Products under the Agreement, as follows: "Funding was provided [in part] by New England Foundation for the Arts (NEFA)."
9. **Use of Promotional Materials.** NEFA shall have the ability to use the name of the Contractor and the name of its/their project in mediums such as photography, video, reviews, and descriptive text, and other artist promotional materials related to this contract, in the promotion of NEFA programs through publications, NEFA's web site, video sampler, and the like and as otherwise necessary to carry out the terms of this Agreement. The Contractor shall not use NEFA's name, symbols, or service marks, except as specified and required under this Agreement, without the prior written approval of such use and its form by NEFA.
10. **Ownership and Rights.** The Parties shall provide one another with unlimited access to any work product created under this Agreement, including but not limited to all work papers, data, reports, questionnaires and other material prepared, produced or collected as part of this Agreement. The Parties retain the rights to reproduce, publish, and otherwise use, and authorize others to use any work developed under this Agreement.
  - a. Notwithstanding the foregoing, to the extent that any work product created under this Agreement derives from, is based upon or arises out of Contractor's pre-existing works (collectively, "Derivative Works"), Contractor shall grant a gratis, perpetual, worldwide license to NEFA in all Derivative Works.
11. **Confidentiality.** As used in this Agreement, "Confidential and Proprietary Information" means any business or technical information and materials regarding NEFA that is disclosed to the Contractor or to which the Contractor have access hereunder (including, without limitation, inventions, improvements, techniques, processes, research and development plans, data, formulas, products, technology; marketing and sales plans, financial forecasts, profits, costs, operations, donor information, grantee information, names of personnel and compensation data), which: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary.
  - a. Contractor will use Confidential and Proprietary Information only in the manner and for the purposes expressly set forth in this Agreement and in compliance with Massachusetts state laws, including but not limited to the Massachusetts Public Records Law, MGL c. 66. Section 10.
  - b. The Parties acknowledge that the Contractor is a public entity. It will take no affirmative steps to disclose information identified as "confidential" and/or "protected" or other similar description to third parties. In the event of a request for information pursuant to the Commonwealth of Massachusetts Public Records Law, M.G.L. c. 66, § 10, or upon the Contractor's receipt of legal process to turn over any such described information, Contractor will promptly notify NEFA of the request or order so that it can obtain legal protection to defend itself against such disclosure. Failure by either NEFA to obtain legal process within 7 business days of Contractor's notification of a public records request or order, or earlier

subject to a judicial order, shall entitle Contractor to disclose the requested information with impunity.

12. **Contractor Representations And Warranties.** Contractor represents and warrants that: (a) Contractor has the complete power and authority to enter into this Agreement, to grant and assign the rights granted and assigned under this Agreement, and to perform its obligations hereunder; (b) Contractor has no pre-existing obligations or commitments (and will not assume or undertake any obligations or commitments) that would interfere with or restrict the Contractor's performance of its obligations under this Agreement; and, (c) None of the work product produced by Contractor under this Agreement will violate or infringe the intellectual property rights of any third party.
13. **Transferability.** The Parties agree that they will not transfer or assign their rights and obligations under this Agreement to another party without express written approval of all Parties.
14. **Access to Records.** NEFA, the Federal agency whose grant funds this agreement, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.
15. **Governing Law.** This Agreement is subject to and to be construed in accordance with the laws of the Commonwealth of Massachusetts and each party consents to the exclusive jurisdiction and venue of the state and federal courts of Massachusetts for all disputes or claims hereunder.
16. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No terms or conditions, other than those set forth herein, and no amendments or modifications hereto shall be binding unless made in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

**Town of Montague, MA**  
By:

**New England Foundation for the Arts**  
By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jane Preston, Deputy Director, Programs;  
Authorized NEFA Officer

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Employer Identification Number

## Appendix A: Scope of Work

### Purpose:

The New England Foundation for the Arts (NEFA) in partnership with the Metropolitan Area Planning Council's (MAPC) Arts and Culture Department (MAPC) Arts and Culture Department, invites municipalities in Massachusetts to participate in the *Making it Public for MA Municipalities 2024* cohort.

Through *Making it Public* and funding artists through municipalities, NEFA aims to foster a community of practice that is inspiring more vibrant and just public spaces and culture through public artmaking across MA. To learn more about NEFA's vision and values for public art, visit [NEFA's website](#).

Participating municipalities will be asked to provide at least **two staff members\*** who can commit to fully participating in the workshop series (January-April 2024) and conduct a Call for Temporary Public Art (April 2024-January 2025).

### Municipalities selected for the 2024 Cohort will:

- Participate in *Making it Public*, a free biweekly workshop series with 6 training sessions over 11 weeks (January-April 2024) facilitated by MAPC and designed to support Massachusetts municipal staff in facilitating a more inclusive and equitable process for administering a Call for Temporary Public Art.
- Apply the learnings from the workshop series to release a Call for Temporary Public Art by the end of August 2024. Each participating municipality will receive a \$15,000 grant from NEFA to fund artists selected through the Call for Temporary Public Art in 2024. Additional technical assistance from NEFA and MAPC will also be available (April 2024- January 2025).
- Support the selected artist(s) throughout the process, implementation, and celebration of the public art project in 2025 (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).

### Roles and Responsibilities:

#### The Town of Montague will:

- **Support municipal staff (2) who are interested and available, to participate in the 2024 *Making it Public* workshop series and conduct a Call for Temporary Public Art in 2024.** (OPTIONAL: Participating municipalities are also welcomed to invite a 3<sup>rd</sup> team member. This may be another municipal staff or a community-based partner who may be interested in supporting your municipality in fostering more vibrant and just public artmaking in your communities. Note: the additional team member should not be expected to administer the Call for Temporary Public Art process, particularly if they are not a municipal employee.)
  - **Estimated Time Commitment:**
    - January 23-April 2, 2024
      - Estimating 2-5 hours/week per participant (to attend the workshop and complete the weekly biweekly assignments). Orientation, workshops and drop-in group office hours are all virtual and will be conducted live on Zoom.
    - April 2024-January 2025
      - Estimating a minimum of:
        - 20 hours of work to launch the call
        - 20 - 30 hours to administer the call and support the selection process.

- 2025
  - o Depending on when the project takes place in 2025, estimating 20 hours to support the selected artist(s) throughout the process, implementation, and celebration of the public art project (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).

**See important deadlines regarding deliverables outlined in the detailed timeline below.**

- **Authorize funding for a Call for Temporary Public Art.** Signature of municipal officer duly authorized to bind municipality to:
  - o Receive \$15,000 of grant funding from NEFA.
  - o Re-grant AT LEAST 80% (\$12,000) of the NEFA grant (\$15,000) as payment directly to the selected artist(s) by the municipality through the Call for Temporary Public Art. Note about funding from NEFA: The remaining 20% (\$3,000) may go towards the artist(s) selected, or be used towards participating in this opportunity and administering these funds (e.g. provide a stipend to community-based partners to participate in Making it Public 2024, support equitable and inclusive outreach strategies and/or honoraria to reviewers in the artist selection process, etc.). OPTIONAL: Municipalities may choose to match the NEFA grant up to \$15,000 (making total grant available for this Call for Temporary Public Art up to \$30,000).
  - o Support the selected artist(s) throughout the process, implementation, and celebration of the public art project (e.g. permits, accessing an approved vendor, connecting with other municipal departments, etc.).

**NEFA will:**

- **Co-host *Making it Public***, a free virtual training customized for municipal staff in Massachusetts by the Metropolitan Area Planning Council's Arts and Culture Department to equip MA municipalities to foster a community of practice that is inspiring more vibrant and just public spaces and culture through public artmaking across MA. See detailed timeline below.
- **Provide Municipality up to 2 hours of 1-on-1 technical assistance** with developing the Call for Temporary Public Art; technical assistance will be provided by Metropolitan Area Planning Council (MAPC) and NEFA staff.
- **Provide \$15,000 grant funding to Municipality.**
  - o If municipality does not uphold any of the following requirements, NEFA reserves the right to withhold some or all of the grant funding:
    - Municipal commitment to authorize funding for a Call for Temporary Public Art
    - AT LEAST 80% (\$12,000) of the NEFA grant must be re-granted directly to the artist(s) selected through the Call for Temporary Public Art in 2024 as either seed or match funding.
    - Call for Temporary Public Art must exemplify applied learnings from the *Making it Public* workshop series and alignment with NEFA's Public Art Values.
  - o NEFA will distribute grant payment to Municipality accordingly:
    - 20% of funding will be issued from NEFA to the municipality upon NEFA counter-signing the agreement; payment will be issued by January 30, 2024.

- 40% of funding will be issued from NEFA to the municipality upon: Approval of the Call for Temporary Public art from NEFA and municipality publicizing the Call for Temporary Public Art.
- 40% of funding will be issued from NEFA to the municipality upon completion of the artist selection process.

### Detailed Timeline

Timeline	Details
January - April 2024	<p><b>Making it Public for MA Municipalities runs January 23, 2024 through April 2, 2024.</b></p> <ol style="list-style-type: none"> <li>1. <b>Tuesday, January 23, 2024; 10a-12p - <i>Orientation (required)</i></b></li> <li>2. <b>Tuesday, January 30, 2024; 10a-12p - <i>What is Public Art?</i></b></li> <li>3. <b>Tuesday, February 6, 2024; 10-11a - <i>Drop-in Group Office Hours</i></b></li> <li>4. <b>Tuesday, February 13, 2024; 10a-12p - <i>Foundations of a Temporary Call for Public Art</i></b></li> <li>5. <b>Tuesday, February 20, 2024; 10-11a - <i>Drop-in Group Office Hours</i></b></li> <li>6. <b>Tuesday, February 27, 2024; 10a-12p - <i>Criteria, Application and Reviewer Rubric</i></b></li> <li>7. <b>Tuesday, March 5, 2024; 10-11a - <i>Drop-in Group Office Hours</i></b></li> <li>8. <b>Tuesday, March 12, 2024; 10a-12p - <i>Grant Agreements w/Artists and Chapter 30B</i></b></li> <li>9. <b>Tuesday, March 19, 2024; 10-11a - <i>Drop-in Group Office Hours</i></b></li> <li>10. <b>Tuesday, March 26, 2024; 10a-12p - <i>Supporting Artists Through the Process</i></b></li> <li>11. <b>Tuesday, April 2, 2024; 10-11a - <i>Drop-in Group Office Hours</i></b></li> </ol> <p><b>Workshops</b> are bi-weekly on Tuesdays, January 30 through April 2, 2024 from 10a-12p ET. Participation in all 6 workshops is required.</p> <p><b>Drop-in Group Office Hours</b> - Tuesdays from 10-11a ET, during off weeks: Optional bi-weekly space to speak with facilitators and peers about the homework and/or workshop content as you begin to build you Call for Temporary Public Art. Although Drop-in Group Office Hours are not required, participation is highly recommended.</p>
April 2024 - January 2025	<p><b>Important deadlines for deliverables:</b></p> <p><b>By Friday April 12, 2024</b> - All participants submit a DRAFT of the Call, Application, Selection Rubric for review and approval by NEFA.</p> <p><b>By Friday May 31, 2024</b> - All participants submit FINAL Call, Application, Selection Rubric for final approval and DRAFT Grant Agreement for review and final approval before publicizing the call (timing will vary based on when municipality is aiming to publicize the call).</p> <p><b>By Friday August 30, 2024</b> - All Participants publicize approved Call for Temporary Public Art.</p> <p><b>Friday January 31, 2025</b> - Select Artist(s). Additional technical assistance from MAPC and NEFA will be provided from April 2024-January 2025.</p>
2025	Participants support artists through implementation and celebration!

# TRAFFIC ENFORCEMENT

POLICY & PROCEDURE NO. <b>4.02</b>	ISSUE DATE: 11/27/2023
	REVISION DATE: 11/27/2023
	REVIEW DATE:

## I. GENERAL CONSIDERATIONS AND GUIDELINES

It is the mission of the Montague Police Department to meet traffic safety goals, through enforcement, investigation, direction and control. Among these goals are the reduction of traffic crashes, fatalities and injuries, to facilitate the safe and expeditious movement of vehicular and pedestrian traffic, to promote the public's wellbeing and sense of safety, and to achieve the public's voluntary compliance with traffic regulations. A strategy utilizing education, enforcement, planning, data analysis, and public support shall be deployed in the pursuit of these objectives.

## II. POLICY

It is the policy of the Montague Police Department that all traffic laws shall be enforced at a level sufficient to ensure the safe and expeditious movement of traffic. Traffic enforcement is one of the primary duties of officers on patrol, and they shall devote reasonable and appropriate time, resources, and enforcement to same. Enforcement activities will be conducted in a consistent and uniform manner; no preference will be afforded to either local residents or non-residents. The ultimate objective of enforcement is to prevent dangerous situations resulting from traffic violations, and to favorably alter a violator's future driving behavior, thus fostering a climate of safety for motorists, pedestrians, and the general public throughout this community.

### **III. PROCEDURES**

#### ***1. Selective Enforcement/Assignment of Personnel***

- A. To ensure maximum efficacy, enforcement should be applied in proportion to need, location and the hours of greatest violations, risks and crashes. Enforcement should be uniformly kept at as high of a level as necessary to achieve desired goals. Enforcement should focus on the majority of the violations that constitute the greatest hazard to the community. Officers should recognize the kind of violations that cause crashes i.e. speeding, disregarding traffic signs and signals, following too closely, marked lanes violations, reckless/negligent operation, etc., and ensure enforcement is properly administered in response to those violations.
- B. Assignment of traffic enforcement personnel may be based on principles of selective enforcement. Resources will be directed toward selected specific violations, in selected specific locations, based on historical, current, or predicted violations or crashes.
- C. The primary source of traffic enforcement comes from sergeants and Officers on patrol. Traffic enforcement is to be considered an inherent, ongoing, and primary responsibility of their assignment.

#### ***2. Deployment***

- A. The specific deployment of patrol personnel to traffic enforcement will be based on both random patrol, and on the principles of selective enforcement (utilizing analysis of crash data, citizen complaints, officer knowledge, and directed patrols).
- B. Deployment may be directed specifically via chain of command, or in the absence of such direction, shall be determined and self-initiated by the individual officer.
- C. In cases where conventional traffic enforcement and where marked visible cruisers are unsuccessful, unmarked units may be utilized. Unmarked units can address particular violations i.e. passing school buses, school zone violations, speeding, stop sign violations, etc., where marked units may not be effective.

#### ***3. Data Analysis and Evaluation***

- A. This department will conduct traffic citation and crash data analysis to evaluate and identify areas of concern, and address them accordingly via traffic enforcement.
- B. The Staff Sergeant shall also complete a quarterly analysis of citation and crash data. This data will be compiled and submitted to the Chief of Police



or their designee no later than one month following the close of the calendar quarter.

- C. A yearly evaluation and review of departmental traffic enforcement shall be conducted by the Chief of Police or their designee to compile the type of citations issued, enforcement activity by individual officer, geographical information, and crash totals, as well as comparisons from previous years.

#### **4. Use of Speed Measurement Devices**

- A. The use of speed measurement at fixed posts shall be determined through both selective enforcement data analysis and random choice. Selective enforcement locations shall be based on citizen's complaints, data analysis and officers prior knowledge. In cases of random choice, the selection may be made by the officer or come through chain of command.
- B. The use of speed measurement devices while patrol units are mobile shall be a routine task of officers on patrol, inherent to their assignment as such, and they are expected to take enforcement action based on speed violations observed through same.

#### **5. Motor Vehicle Stop Guidelines**

- A. Safety shall be the primary concern when affecting a motor vehicle stop. Officers shall make every attempt in any given circumstance to select a suitable location prioritizing safety for making the stop, in the best lit area available in low light conditions.
- B. Officers shall immediately notify dispatch via radio of:
  - 1. The location of the stop;
  - 2. Vehicle registration number; and
  - 3. Description of the motor vehicle and occupants (for stops involving a heightened risk or perceived possible danger).
- C. Both vehicles should be parked as far to the right of the roadway and out of the path of moving vehicles as possible.
- D. The police vehicle shall be to the rear of the suspect's vehicle and slightly to its left to provide a safety corridor against passing traffic.
- E. The rear emergency flashers shall remain on.
- F. In low-light or darkness, all available lights shall be used to illuminate the stopped vehicle.
- G. When an officer leaves the police vehicle they shall:
  - 1. Carefully watch all occupants for unusual movements or change of position;
  - 2. Position themselves to ensure that all occupants are clearly visible; and
  - 3. Choose the method/avenue of approach that they deem to be the safest based on the particular circumstances and surroundings.
- H. If more than one (1) officer is present, the accompanying officer shall act as a protective cover officer.

- I. When approaching the stopped vehicle, the officer should position themselves to the best of their ability so that the vehicle doors would not make contact with them if they were suddenly opened.
- J. When officers stop a motorist, they shall conduct themselves in a professional manner by greeting the operator and identifying themselves with the appropriate title in a courteous tone and requesting their driver's license and motor vehicle registration documents.
- K. The driver of the suspect vehicle may be ordered to turn the engine of their vehicle off if the Officer believes it to be in the interest of safety.
- L. Violators should be advised of the reason for the motor vehicle stop after they provide the officer with their license and registration. If an individual shows signs of emotional distress officers shall, when possible, make every effort to engage in a calm, courteous manner to deescalate the situation.
- M. Officers are expected to conduct the business of a motor vehicle stop in a professional and timely manner, without unreasonable delay.

## IV. ENFORCEMENT OPTIONS

- 1. In choosing an enforcement option, officers are generally able to use their discretion based on the circumstances and seriousness of the offense, the danger created by the violation, and the demeanor of the operator. However, this discretion should be based on a combination of experience, training, and common sense. Officers of this department are expected to enforce traffic laws in a uniform and consistent manner as circumstances dictate.
- 2. Speed is one of the primary causes of accidents. Officers shall take appropriate enforcement action for speeding violations.
- 3. Officers shall take enforcement action when an operator is found to be operating while their license is suspended or revoked, generally in the form of an application for criminal complaint. A physical arrest may also be initiated if the situation warrants. Operation shall not be permitted to continue.
- 4. In cases where a crash occurred, officers are expected to conduct a thorough investigation to determine if a party was at fault, document same, and take **written** enforcement action; a verbal warning shall **not** be considered sufficient.
- 5. When a significant danger was created through action or omission in the operation of a vehicle, or a criminal violation occurs, officers are expected to take enforcement action.
- 6. Police officers have five (5) enforcement options regarding traffic violations:
  - A. **Verbal Warning:** For minor infractions, officers may issue verbal warnings to the operator. Verbal warnings will always be given in a courteous

manner with civility and respect. All verbal warnings shall be logged into the department's CAD system (IMC) to ensure accurate records and future analysis.

- B. **Written Warning:** For minor traffic infractions written warnings may be issued. If used properly, warnings can effectively be used as a means of educating the public and are also considered to be an effective public relations tool.
  - C. **Civil Infraction:** Complaint notices not requiring a court appearance (determined by State law) and satisfied by payment of a monetary fine. A traffic citation shall be the preferred response to all violators who jeopardize the safe and efficient flow of vehicular and pedestrian traffic, including hazardous moving violations, multiple violations, (multiple violations consist of infractions listed on the same citation), and operating unsafe and/or improperly equipped motor vehicles.
  - D. **Criminal Complaint Application:** Complaint notices requiring a court appearance (determined by State law).
  - E. **Arrest:** When warranted and authorized by State law. Traffic arrests will be handled according to current best practices and in accordance with all other department policies and procedures.
- 7. Generally, one (1) citation will be issued in the case of related multiple, non-criminal violations stemming from the same operation. The officer may cite all violations but may also chose to issue a combination of cites and warnings on multiple violations stemming from the same instance of operation.
  - 8. Before releasing the traffic violator after issuing a citation or criminal complaint application, the officer should make violator aware that the correct procedures, payment of fines, requests for hearings, etc. are explained on the back of each citation.

## V. ETHICAL CONSIDERATIONS

- 1. The State Ethics Commission has ruled that "ticket fixing" is an unwarranted privilege that violates Massachusetts General Law Chapter 268A, Section 23("Conflict-of-Interest Law". According to the commission "The ability of a police officer to seek special treatment for somebody because of the person's private relationship to a police officer is the kind of conduct that offends and troubles people. It demonstrates that there is one standard for the public, but a different standard for those with private connections to the police. In the area of law enforcement, the standards must be clear and be administrated in an even-handed way".

2. Section #23 of the Conflict Law, prohibits public employees from using their official position to secure substantial privileges for themselves or anyone else, and also prohibits public employees from acting in a manner that would cause an objective observer to conclude they would act with bias in their official capacity.

## VI. SPECIAL CIRCUMSTANCES

1. **State Legislators:** The Massachusetts Constitution (Part 2, Chapter 1, Section 3, Article 10) stipulates that State Legislator while attending, travelling to, or returning from a session of their respective Houses shall be exempt from physical arrest. Immunity from physical arrest shall also apply to United States Senators and Representatives of Congress while attending, going to, or returning from a session of the respective Houses.
2. **Foreign Diplomats:** These officials shall be accorded their respective privileges, right, and immunities as directed by international law and federal statutes. Diplomatic officials shall be treated with courtesy and respect that befit their distinguished positions. Diplomatic officers, their families, official staff and servants are protected by unlimited immunity from arrest, detention, or prosecution with respect to any civil or criminal offense, except for the commission of a felonious crime where public safety is endangered.
3. **Consular Officials:** Consular officers are entitled to limited immunity and are not liable to arrest or detention pending trial, except, as above, for the commission of a grave crime. Family members of Consular Officers do not enjoy the same privileges and immunities with respect to civil and criminal jurisdictions as do Consular Officers. However, they should be accorded appropriate courtesy and respect. In regard to moving violations by a Consular Officer, a traffic stop resulting in the mere issuance of a traffic citation does not constitute arrest or detention in the sense referred to above.
4. **Military Personnel:** When dealing with military personnel and a physical arrest or application for criminal complaint is made, the Officer in Charge shall ensure the nearest Armed Forces Headquarters is contacted. In the event that a verbal warning, written warning, or civil citation is issued to military personnel, such contact may be made if deemed warranted by the officer in charge.

## VII. MOTOR VEHICLE CITATIONS/REPORTS

1. Citations issued to violators shall be complete and legible.

2. Accurate, timely, and complete citations and reports are fundamental to the department's efficient and effective operation, as these form the basis for prosecution and ultimate adjudication of traffic offenses. Officers shall complete all traffic citations and reports (when necessary) as well as arrest reports in accordance with all department policies, procedures, and directives, before completion of their tour of duty, unless granted an exception by a supervisor.
3. Any said exception may only be granted when the resulting delay would not hinder the department's administrative processes.
4. Citations should not generally be altered, voided, lost or destroyed. In the event that such an event is necessary, Officers shall write a report concerning the circumstances surrounding any altered, lost, or destroyed citation and submit same to a supervisor. In the event that a citation is voided, Officers shall complete a TO/FROM detailing the reason for the voiding, attach all copies of the citation (with the exception of the officer copy), and submit same to a supervisor.

## **VIII. SPEED MEASURING DEVICES**

1. Officers using speed measuring devices (lidar/radar) shall be fully trained and certified before being authorized to use such devices for traffic enforcement. The training standards shall be equivalent to Massachusetts Police Training Council (M.P.T.C.) and National Highway Traffic Safety Administration (N.H.T.S.A.).
2. Officers of this department shall use both Traffic Radar Units and LIDAR, both capable of measuring in M.P.H. (Miles Per Hour). It may be operated in either the stationary or moving mode. Hand-held lidar shall be operated only in the stationary mode.
3. Operational procedures for these units concerning stationary mode, moving mode, range control, interference, audio and squelch, tracking and locking display readings shall be adhered to as provided in the relevant training for these units.
4. All officers using radar units of this department are responsible for the proper care and upkeep of the unit(s). Such care and upkeep shall be done in accordance with all department policies and procedures, and with the directions given during their training in the use of the equipment.
5. The officer shall internally calibrate the radar unit, at the beginning of the tour of duty.
6. The Cruiser Maintenance Officer shall ensure maintenance inspections of each unit at least once every six (6) months and will schedule on site visits (or forward each unit to the manufacturer or other certified repair and

calibration facility) to certify calibration at least once per year. Records of same shall be maintained in the cruiser maintenance file.

## **IX. IMMEDIATE THREATS**

- A. Routine enforcement, accident reporting, and investigation activities frequently lead to the discovery of operators who have suspected incompetency. These incompetencies might prevent the operator from exercising reasonable and ordinary care over, or safe operation of, a motor vehicle. In addition to reports concerning the original incident, it is incumbent on the officer to notify the Registry of Motor Vehicles regarding the removal of that person from the roadway.
- B. To facilitate this process, when officers determine that circumstances warrant immediate action, a “Request for Immediate Threat License Suspension/Revocation Form” shall be filled out and submitted to the Shift Commander for their signature.
- C. The Shift Commander will ensure that the request is forwarded to the Registry of Motor Vehicles.
- D. A No Crime Incident Report shall be completed, detailing the circumstances of the incident leading to the immediate threat report, and all documentation of same shall be scanned in as attachments to said report.

**From:** [Christine Madore](#)  
**To:** [Walter Ramsey](#); [Maureen Pollock](#)  
**Subject:** MassDOT & MHP Thriving Communities Support Letter  
**Date:** Wednesday, November 15, 2023 4:17:09 PM  
**Attachments:** [Montague TCP Commitment Letter.docx](#)

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Hi Walter and Maureen,

Hope you are both doing well. I'm writing to ask for Montague's support in our pursuit of federal funds to continue MHP's work in your region.

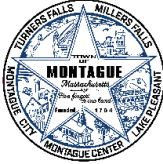
MassDOT is partnering with MHP to secure up to \$2M in funds under US DOT's [Thriving Communities](#) Regional Pilot. The funding being sought under this program would allow us to continue the work in your region under Complete Neighborhood Partnership, advancing land use, zoning, and transportation-oriented development planning necessary to advance transformative infrastructure projects along the Rt. 2 corridor. A letter of commitment signed by the chief elected official is required from each of the communities we plan to support through this grant funding.

In the interest of efficiency, I've drafted a template for you to review. We would like to have signed letters in hand **no later than Wednesday, November 22<sup>nd</sup>**. The grant application deadline is 11/28.

Your support is greatly appreciated!  
Christine



**Christine Madore AICP**  
**Senior Development Manager**  
 (she/her/hers)  
 Massachusetts Housing Partnership  
 160 Federal Street, Boston, MA 02110  
 Direct: 857-317-8538  
[cmadore@mhp.net](mailto:cmadore@mhp.net)



**TOWN OF**  
**MONTAGUE**  
**MASSACHUSETTS**

TOWN HALL  
One Avenue A  
Turners Falls, MA 01376

SELECTBOARD  
(413) 863-3200 ext. 108  
selectscty@montague-ma.gov

November 20, 2023

Secretary Peter Buttigieg  
US Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary Buttigieg:

On behalf of the Town of Montague, I am writing to express my commitment to receiving technical assistance under the Massachusetts Department of Transportation (MassDOT) and Massachusetts Housing Partnership's (MHP) Thriving Communities Regional Pilots Program (TCP-R) grant application. The funding being sought under this program would provide much-needed technical assistance to conduct the land use, zoning, and transportation-oriented development planning necessary to advance transformative infrastructure projects in our community. The technical assistance proposed to be funded through the TCP-R program would address critical challenges our community faces when it comes to building local capacity to better coordinate transportation with land use, housing, and community development goals and positioning our community for future funding opportunities, among others.

The Town of Montague is currently receiving technical assistance through MHP's Complete Neighborhood Partnerships program to proactively plan for a future transit-oriented village on the 8-acre site of the former Farren Care Center at 340 Montague City Road. Additional resources of between \$75,000 to \$150,000 from the TCP-R program will enable Montague to further unlock economic potential for this transformative project, as well as advance housing and economic opportunities in this and other areas served by the Franklin Regional Transportation Authority and in anticipation of the Northern Tier Passenger Rail.

The Commonwealth of Massachusetts faces converging transportation and housing crises impacting all corners of our state. Our community is committed to working with MassDOT and MHP to build capacity to plan, develop, and deliver zoning reforms and transportation projects that foster community development and advance our transportation goals.

Sincerely,

Richard Kuklewicz  
Selectboard Chair & Chief Elected Official for the Town of Montague

Cc: Steve Ellis, Montague Town Administrator  
Walter Ramsey, Montague Assistant Town Administrator  
Maureen Pollock, Montague Town Planner  
Christine Madore, Massachusetts Housing Partnership



# Six Town Regionalization Planning Board

Gill, Montague, Bernardston, Leyden, Northfield, and  
Warwick

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The Abrahams Group  
November 2023

# Project Scope

## New Salary Schedule for a Merged District

- Place teachers on new schedule to determine additional costs
- Teachers cannot make less than current salaries

## Health Insurance Plans for a Merged District

- Analyze costs differences to move active employees to one district's plans

## Combined Central Office for a Merged District

- Analyze costs savings for a properly staffed central office

## Determine Budget for Merged District

- Combine budgets for existing districts
- Factor in costs adjustments from three areas listed above

## Determine Assessments for a five-town district and six-town district

- Six different assessment methodologies, four of which were run as statutory and alternative

# New Salary Schedule

## New Salary Schedule for a Merged District

- Place teachers on new schedule to determine additional costs
- Teachers cannot make less than current salaries

## Create New Schedule based on Gill-Montague's FY 2024 Salary Schedule

- Gill-Montague's salaries generally higher than Pioneer Valley's
- Set Step 1 of Bachelor lane to be Pioneer Valley's salary
- Add two steps at top of scale for Pioneer Valley's Step 15 teachers

## Analyze financial impact

- \$201,981 in additional costs

# New Salary Schedule (Cont.)

	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or DM+30 or M+60	Ed.D / PhD
A	46,272	47,744	48,809	49,862	50,917	51,766	52,617	53,465	54,316
B	47,890	49,472	50,533	51,601	52,666	53,515	54,360	55,208	56,054
C	49,347	50,962	52,023	53,090	54,153	55,001	55,842	56,689	57,535
D	51,059	52,707	53,781	54,854	55,917	56,773	57,624	58,479	59,331
E	53,383	55,098	56,181	57,268	58,356	59,223	60,093	60,962	61,832
F	55,821	57,603	58,647	59,807	60,969	61,865	62,765	63,663	64,559
G	57,947	59,782	60,779	62,009	63,239	64,164	65,080	66,002	66,925
H	59,774	61,629	62,788	63,947	65,101	66,020	66,936	67,852	68,772
I	61,956	63,914	65,051	66,220	67,389	68,407	69,431	70,457	71,478
J	64,574	66,571	67,764	68,955	70,154	71,200	72,247	73,293	74,339
K	67,135	69,205	70,422	71,640	72,864	73,930	75,002	76,072	77,138
L	69,964	72,073	73,313	74,553	75,803	76,894	77,982	79,075	80,162
M	72,656	74,823	76,076	77,331	78,596	79,711	80,823	81,940	83,051
N	75,451	77,679	78,943	80,212	81,493	82,632	83,767	84,909	86,043

Orange cells = Changes from Gill-Montague's FY 2024 Salary Schedule

# Health Insurance Plans

## Health Insurance Plans for a Merged District

- Analyze costs differences to move active employees to one district's plans

If Pioneer Valley's active employees move to Gill-Montague's plans:

- Choose plans that are most popular with Gill-Montague's employees

Pioneer Valley						Gill-Montague					Merged
Plan	Type	Rate	Share	Count	Annual Cost	Plan	Type	Rate	Share	Annual Cost	Cost Diff
BCBS	HMO Single	\$ 658	75%	30	\$ 177,660	HNE	HMO Single	\$ 735	90%	\$ 238,140	\$ 60,480
BCBS	HMO Emp+1	\$1,532	75%	18	\$ 248,184	HNE	HMO Family	\$1,758	90%	\$ 341,679	\$ 93,495
BCBS	HMO Family	\$1,889	75%	38	\$ 646,038	HNE	HMO Family	\$1,758	90%	\$ 721,323	\$ 75,285
BCBS	PPO Single	\$ 758	75%	16	\$ 109,152	HPHC	PPO Single	\$ 976	85%	\$ 159,352	\$ 50,200
BCBS	PPO Family	\$2,071	75%	22	\$ 410,058	HPHC	PPO Family	\$2,413	85%	\$ 541,446	\$ 131,388
			Totals	124	\$ 1,591,092				Totals	\$ 2,001,940	\$ 410,848

Result = \$410,848 in additional costs

# Health Insurance Plans (Cont.)

If Gill-Montague's active employees move to Pioneer Valley's plans:

- Pioneer Valley has only one plan for each type

Gill-Montague						Pioneer Valley					Merged
Plan	Type	Rate	Share	Count	Annual Cost	Plan	Type	Rate	Share	Annual Cost	Cost Diff
HNE	HMO Single	\$ 735	90%	42	\$ 333,396	BCBS	HMO Single	\$ 658	75%	\$ 248,724	\$ (84,672)
HPHC	HMO Single	\$ 721	90%	3	\$ 23,371	BCBS	HMO Single	\$ 658	75%	\$ 17,766	\$ (5,605)
HPHC	PPO Single	\$ 976	85%	10	\$ 99,595	BCBS	PPO Single	\$ 758	75%	\$ 68,220	\$ (31,375)
Uni	PPO Single	\$ 884	85%	4	\$ 36,067	BCBS	PPO Single	\$ 758	75%	\$ 27,288	\$ (8,779)
Uni	PPO Single	\$ 677	85%	4	\$ 27,611	BCBS	PPO Single	\$ 758	75%	\$ 27,288	\$ (323)
Uni	Ind Single	\$ 1,348	75%	1	\$ 12,136	BCBS	PPO Single	\$ 758	75%	\$ 6,822	\$ (5,314)
HNE	HMO Family	\$ 1,758	90%	65	\$ 1,233,842	BCBS	HMO Family	\$ 1,889	75%	\$ 1,105,065	\$ (128,777)
HPHC	HMO Family	\$ 1,829	90%	5	\$ 98,779	BCBS	HMO Family	\$ 1,889	75%	\$ 85,005	\$ (13,774)
HPHC	PPO Family	\$ 2,413	85%	13	\$ 319,945	BCBS	PPO Family	\$ 2,071	75%	\$ 242,307	\$ (77,638)
Uni	PPO Family	\$ 2,098	85%	4	\$ 85,598	BCBS	PPO Family	\$ 2,071	75%	\$ 74,556	\$ (11,042)
Uni	PPO Family	\$ 1,669	85%	3	\$ 51,076	BCBS	PPO Family	\$ 2,071	75%	\$ 55,917	\$ 4,841
Uni	Ind Family	\$ 2,983	75%	2	\$ 53,697	BCBS	PPO Family	\$ 2,071	75%	\$ 37,278	\$ (16,419)
				<b>Totals</b>	<b>156</b>					<b>Totals</b>	<b>\$ 1,996,236</b>
					<b>\$ 2,375,113</b>						<b>\$ (378,877)</b>

Result = \$378,877 in costs savings

# Combined Central Office

## Combined Central Office for a Merged District

- Analyze costs savings for a properly staffed central office

Staff	Est. Salary
One Superintendent	\$ 165,000
One Administrative Assistant for Supt	\$ 60,000
One Business Administrator	\$ 140,000
One Treasurer	\$ 16,000
One employee for Payroll, one for Benefits, one for bookkeeping, and one for AP (4 total)	\$ 220,000
One Technology Director	\$ 110,000
Multiple Data Technicians (4)	\$ 260,000
Multiple Tech Ed Support Employees (2)	\$ 70,000
One Asst Supt /Dir of Curriculum	\$ 130,000
One Director of Elem Curriculum	\$ 100,000
One Special Ed Director	\$ 135,000
One Special Ed Assistant Director	\$ 100,000
Three Administrative Assistants for Special Ed	\$ 150,000
Special Ed Team Chairs	\$ 155,000
One Director of Building and Grounds	\$ 90,000
One Custodial Supervisor to Facilities	\$ 65,000
One Director of Food Service	\$ 65,000
One shared Admin Asst for B&G and Food Service	\$ 60,000
<b>Totals</b>	<b>\$ 2,091,000</b>

Result = \$316,772 in costs savings

# Budget for Merged District, with GM Health Plans

## Determine Budget for Merged District

- Combine budgets for existing districts
- Factor in costs adjustments from the three areas

### Total Adjustments:

Adjustment	Why?	Change
Teachers' Salaries	Transition Teachers to New Scale	\$ 201,891
Health Insurance	Transition PV Employees to GM Plans	\$ 410,848
Central Office	Savings from a Merged Central Office	\$ (316,772)
	<b>Total</b>	<b>\$ 295,967</b>

### Five-Town District:

Gill-Montague General Fund (FY24)	\$ 23,595,806
Pioneer Valley General Fund (FY24)	\$ 14,775,938
<b>Operating Budget Before Adjustments</b>	<b>\$38,371,744</b>
Adjustments from Merger	\$ 295,967
<b>Total District Budget</b>	<b>\$38,667,712</b>

### Six-Town District:

Gill-Montague General Fund (FY24)	\$ 23,595,806
Pioneer Valley General Fund (FY24)	\$ 14,775,938
Warwick School District GF (FY24)	\$ 724,884
<b>Operating Budget Before Adjustments</b>	<b>\$39,096,629</b>
Adjustments from Merger	\$ 295,967
<b>Total District Budget</b>	<b>\$39,392,596</b>



# Amount to Be Assessed, with GM Health Plans

Five-Town District:

Revenues:

Chapter 70 Aid	\$ (11,804,660)
Medicaid Reimbursement	\$ (130,000)
Medicaid Contra	\$ 47,000
Interest Income	\$ (29,000)
Excess and Deficiency	\$ (850,000)
Erving Tuition	\$ (1,138,000)
Charter Reimbursement	\$ (335,000)
Bond Proceeds	\$ (198,810)
Tuition	\$ (474,450)
Warwick Retiree Contribution (Misc.)	\$ (125,000)
Chapter 71 Transportation Reimb.	\$ (1,006,367)
<b>Total Revenues</b>	<b>\$ (16,044,287)</b>

Amount to be Assessed:

Total District Budget	\$ 38,667,712
Less Revenues	\$ (16,044,287)
<b>Amount to be Assessed</b>	<b>\$ 22,623,424</b>

Six-Town District:

Revenues:

Chapter 70 Aid	\$ (12,184,840)
Medicaid Reimbursement	\$ (130,000)
Medicaid Contra	\$ 47,000
Interest Income	\$ (29,000)
Excess and Deficiency	\$ (850,000)
Erving Tuition	\$ (1,138,000)
Charter Reimbursement	\$ (335,000)
Bond Proceeds	\$ (198,810)
Tuition	\$ (182,546)
Warwick Retiree Contribution (Misc.)	\$ (125,000)
Chapter 71 Transportation Reimb.	\$ (1,006,367)
<b>Total Revenues</b>	<b>\$ (16,132,564)</b>

Amount to be Assessed:

Total District Budget	\$ 39,392,596
Less Revenues	\$ (16,132,564)
<b>Amount to be Assessed</b>	<b>\$ 23,260,032</b>

# Assessment Methodologies

Determine Assessments for a five-town district and six-town district

- Six different assessment methodologies, four of which were run as statutory and alternative
- Capital Assessments not factored in

1. Gill-Montague's Operating Assessment Methodology (Statutory)
  - One-Year Resident Enrollment (Head Count)
2. Pioneer Valley's Operating Assessment Methodology (Statutory)
  - Five-Year Average of Resident Enrollment (Head Count)
3. One Year of Foundation Enrollment (Alternative)
4. Five-Year Average of Foundation Enrollment (Alternative)
5. One Year of Required District Contribution (Alternative)
6. Five-Year Average of Required District Contribution (Alternative)
7. One Year of Foundation Enrollment (Statutory)
8. Five-Year Average of Foundation Enrollment (Statutory)
9. One Year of Required District Contribution (Statutory)
10. Five-Year Average of Required District Contribution (Statutory)

# Assessment Results, w/ GM Health Plans

Five-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	\$ 1,657,635	\$ 1,754,063	\$ 1,591,197	\$ 1,673,008	\$ 1,936,684	\$ 2,019,599
Montague	\$ 11,698,715	\$ 11,501,497	\$ 11,438,860	\$ 12,411,340	\$ 12,572,835	\$ 11,138,748	\$ 10,959,083
Bernardston	\$ 3,186,284	\$ 3,483,597	\$ 3,381,261	\$ 3,314,995	\$ 3,285,364	\$ 3,100,078	\$ 3,018,702
Leyden	\$ 876,390	\$ 983,287	\$ 917,012	\$ 808,859	\$ 720,253	\$ 1,052,853	\$ 1,070,490
Northfield	\$ 4,711,438	\$ 4,823,127	\$ 4,957,948	\$ 4,322,753	\$ 4,197,684	\$ 5,220,782	\$ 5,381,270
Warwick	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788
<b>Total</b>	<b>\$23,169,965</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	\$ 1,772,072	\$ 1,811,052	\$ 1,936,684	\$ 1,976,190
Montague	\$ 11,698,715	\$ 11,745,094	\$ 11,822,041	\$ 11,138,748	\$ 11,053,144
Bernardston	\$ 3,186,284	\$ 3,202,478	\$ 3,188,360	\$ 3,100,078	\$ 3,061,305
Leyden	\$ 876,390	\$ 936,598	\$ 894,381	\$ 1,052,853	\$ 1,061,257
Northfield	\$ 4,711,438	\$ 4,792,902	\$ 4,733,311	\$ 5,220,782	\$ 5,297,249
Warwick	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788
<b>Total</b>	<b>\$23,169,965</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>	<b>\$23,465,932</b>

# Assessment Results, w/ GM Health Plans (Cont.)

Six-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	\$ 1,644,157	\$ 1,738,510	\$ 1,576,716	\$ 1,659,367	\$ 1,913,347	\$ 1,995,416
Montague	\$ 11,698,715	\$ 11,382,777	\$ 11,321,036	\$ 12,298,386	\$ 12,470,317	\$ 11,004,525	\$ 10,827,858
Bernardston	\$ 3,186,284	\$ 3,444,639	\$ 3,344,315	\$ 3,284,825	\$ 3,258,575	\$ 3,062,722	\$ 2,982,556
Leyden	\$ 876,390	\$ 974,240	\$ 909,326	\$ 801,497	\$ 714,380	\$ 1,040,166	\$ 1,057,672
Northfield	\$ 4,711,438	\$ 4,779,369	\$ 4,911,202	\$ 4,283,412	\$ 4,163,457	\$ 5,157,871	\$ 5,316,834
Warwick	\$ 1,016,788	\$ 860,570	\$ 861,362	\$ 840,915	\$ 819,657	\$ 907,122	\$ 905,417
<b>Total</b>	<b>\$23,169,965</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	\$ 1,755,103	\$ 1,793,956	\$ 1,913,347	\$ 1,951,926
Montague	\$ 11,698,715	\$ 11,612,743	\$ 11,693,564	\$ 11,004,525	\$ 10,921,477
Bernardston	\$ 3,186,284	\$ 3,167,128	\$ 3,154,788	\$ 3,062,722	\$ 3,025,037
Leyden	\$ 876,390	\$ 927,973	\$ 887,021	\$ 1,040,166	\$ 1,048,395
Northfield	\$ 4,711,438	\$ 4,746,806	\$ 4,690,417	\$ 5,157,871	\$ 5,232,596
Warwick	\$ 1,016,788	\$ 875,999	\$ 866,006	\$ 907,122	\$ 906,320
<b>Total</b>	<b>\$23,169,965</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>	<b>\$23,085,752</b>

# Assessment Results, w/ GM Health Plans (Cont.)

## Five-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	-1.4%	4.4%	-5.3%	-0.4%	15.3%	20.2%
Montague	\$ 11,698,715	-1.7%	-2.2%	6.1%	7.5%	-4.8%	-6.3%
Bernardston	\$ 3,186,284	9.3%	6.1%	4.0%	3.1%	-2.7%	-5.3%
Leyden	\$ 876,390	12.2%	4.6%	-7.7%	-17.8%	20.1%	22.1%
Northfield	\$ 4,711,438	2.4%	5.2%	-8.2%	-10.9%	10.8%	14.2%
Warwick	\$ 1,016,788	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>1.3%</b>	<b>1.3 %</b>	<b>1.3 %</b>	<b>1.3 %</b>	<b>1.3 %</b>	<b>1.3 %</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	5.5%	7.8%	15.3%	17.6%
Montague	\$ 11,698,715	0.4%	1.1%	-4.8%	-5.5%
Bernardston	\$ 3,186,284	0.5%	0.1%	-2.7%	-3.9%
Leyden	\$ 876,390	6.9%	2.1%	20.1%	21.1%
Northfield	\$ 4,711,438	1.7%	0.5%	10.8%	12.4%
Warwick	\$ 1,016,788	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>1.3 %</b>	<b>1.3 %</b>	<b>1.3 %</b>	<b>1.3 %</b>

# Assessment Results, w/ GM Health Plans (Cont.)

Six-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	-2.2%	3.5%	-6.2%	-1.2%	13.9%	18.7%
Montague	\$ 11,698,715	-2.7%	-3.2%	5.1%	6.6%	-5.9%	-7.4%
Bernardston	\$ 3,186,284	8.1%	5.0%	3.1%	2.3%	-3.9%	-6.4%
Leyden	\$ 876,390	11.2%	3.8%	-8.5%	-18.5%	18.7%	20.7%
Northfield	\$ 4,711,438	1.4%	4.2%	-9.1%	-11.6%	9.5%	12.8%
Warwick	\$ 1,016,788	-15.4%	-15.3%	-17.3%	-19.4%	-10.8%	-11.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	4.4%	6.8%	13.9%	16.2%
Montague	\$ 11,698,715	-0.7%	0.0%	-5.9%	-6.6%
Bernardston	\$ 3,186,284	-0.6%	-1.0%	-3.9%	-5.1%
Leyden	\$ 876,390	5.9%	1.2%	18.7%	19.6%
Northfield	\$ 4,711,438	0.8%	-0.4%	9.5%	11.1%
Warwick	\$ 1,016,788	-13.8%	-14.8%	-10.8%	-10.9%
<b>Total</b>	<b>\$23,169,965</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>	<b>-0.4%</b>

# Budget for Merged District, with PV Health Plans

## Determine Budget for Merged District, with Pioneer Valley's Health Plans

- Combine budgets for existing districts
- Factor in costs adjustments from the three areas, but with Gill-Montague's active employees moving to the insurance plans of Pioneer Valley

### Total Adjustments:

Adjustment	Why?	Change
Teachers' Salaries	Transition Teachers to New Scale	\$ 201,891
Health Insurance	Transition GM Employees to PV Plans	\$ (378,877)
Central Office	Savings from a Merged Central Office	\$ (316,772)
	<b>Total</b>	<b>\$ (493,758)</b>

### Five-Town District:

Gill-Montague General Fund (FY24)	\$ 23,595,806
Pioneer Valley General Fund (FY24)	\$ 14,775,938
<b>Operating Budget Before Adjustments</b>	<b>\$38,371,744</b>
Adjustments from Merger	\$ (493,758)
<b>Total District Budget</b>	<b>\$37,877,986</b>

### Six-Town District:

Gill-Montague General Fund (FY24)	\$ 23,595,806
Pioneer Valley General Fund (FY24)	\$ 14,775,938
Warwick School District GF (FY24)	\$ 724,884
<b>Operating Budget Before Adjustments</b>	<b>\$39,096,629</b>
Adjustments from Merger	\$ (493,758)
<b>Total District Budget</b>	<b>\$38,602,871</b>

# Assessment Results, w/PV Health Plans

## Five-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	\$ 1,610,109	\$ 1,699,416	\$ 1,535,222	\$ 1,614,155	\$ 1,868,554	\$ 1,948,553
Montague	\$ 11,698,715	\$ 11,082,871	\$ 11,024,859	\$ 11,974,729	\$ 12,130,543	\$ 10,746,904	\$ 10,573,560
Bernardston	\$ 3,186,284	\$ 3,346,225	\$ 3,251,445	\$ 3,198,378	\$ 3,169,790	\$ 2,991,022	\$ 2,912,509
Leyden	\$ 876,390	\$ 951,386	\$ 890,004	\$ 780,404	\$ 694,916	\$ 1,015,815	\$ 1,032,832
Northfield	\$ 4,711,438	\$ 4,668,828	\$ 4,793,695	\$ 4,170,686	\$ 4,050,016	\$ 5,037,123	\$ 5,191,965
Warwick	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788
<b>Total</b>	<b>\$23,169,965</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	\$ 1,716,096	\$ 1,752,198	\$ 1,868,554	\$ 1,905,144
Montague	\$ 11,698,715	\$ 11,308,483	\$ 11,379,748	\$ 10,746,904	\$ 10,667,621
Bernardston	\$ 3,186,284	\$ 3,085,862	\$ 3,072,786	\$ 2,991,022	\$ 2,955,112
Leyden	\$ 876,390	\$ 908,144	\$ 869,043	\$ 1,015,815	\$ 1,023,598
Northfield	\$ 4,711,438	\$ 4,640,835	\$ 4,585,643	\$ 5,037,123	\$ 5,107,944
Warwick	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788	\$ 1,016,788
<b>Total</b>	<b>\$23,169,965</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>	<b>\$22,676,207</b>



# Assessment Results, w/PV Health Plans (Cont.)

Six-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	\$ 1,598,294	\$ 1,685,781	\$ 1,522,779	\$ 1,602,603	\$ 1,847,894	\$ 1,927,156
Montague	\$ 11,698,715	\$ 10,978,805	\$ 10,921,557	\$ 11,877,679	\$ 12,043,728	\$ 10,628,079	\$ 10,457,455
Bernardston	\$ 3,186,284	\$ 3,312,076	\$ 3,219,053	\$ 3,172,457	\$ 3,147,105	\$ 2,957,951	\$ 2,880,527
Leyden	\$ 876,390	\$ 943,455	\$ 883,265	\$ 774,079	\$ 689,942	\$ 1,004,584	\$ 1,021,491
Northfield	\$ 4,711,438	\$ 4,630,471	\$ 4,752,711	\$ 4,136,884	\$ 4,021,032	\$ 4,981,429	\$ 5,134,954
Warwick	\$ 1,016,788	\$ 832,927	\$ 833,661	\$ 812,149	\$ 791,618	\$ 876,090	\$ 874,445
<b>Total</b>	<b>\$23,169,965</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	\$ 1,701,167	\$ 1,737,192	\$ 1,847,894	\$ 1,883,666
Montague	\$ 11,698,715	\$ 11,192,036	\$ 11,266,975	\$ 10,628,079	\$ 10,551,074
Bernardston	\$ 3,186,284	\$ 3,054,760	\$ 3,043,318	\$ 2,957,951	\$ 2,923,009
Leyden	\$ 876,390	\$ 900,555	\$ 862,583	\$ 1,004,584	\$ 1,012,214
Northfield	\$ 4,711,438	\$ 4,600,277	\$ 4,547,992	\$ 4,981,429	\$ 5,050,716
Warwick	\$ 1,016,788	\$ 847,233	\$ 837,967	\$ 876,090	\$ 875,348
<b>Total</b>	<b>\$23,169,965</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>	<b>\$22,296,027</b>

# Assessment Results, w/PV Health Plans (Cont.)

Five-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	-4.2%	1.1%	-8.6%	-3.9%	11.2%	16.0%
Montague	\$ 11,698,715	-5.3%	-5.8%	2.4%	3.7%	-8.1%	-9.6%
Bernardston	\$ 3,186,284	5.0%	2.0%	0.4%	-0.5%	-6.1%	-8.6%
Leyden	\$ 876,390	8.6%	1.6%	-11.0%	-20.7%	15.9%	17.9%
Northfield	\$ 4,711,438	-0.9%	1.7%	-11.5%	-14.0%	6.9%	10.2%
Warwick	\$ 1,016,788	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	2.1%	4.3%	11.2%	13.4%
Montague	\$ 11,698,715	-3.3%	-2.7%	-8.1%	-8.8%
Bernardston	\$ 3,186,284	-3.2%	-3.6%	-6.1%	-7.3%
Leyden	\$ 876,390	3.6%	-0.8%	15.9%	16.8%
Northfield	\$ 4,711,438	-1.5%	-2.7%	6.9%	8.4%
Warwick	\$ 1,016,788	0.0%	0.0%	0.0%	0.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>	<b>-2.1 %</b>

# Assessment Results, w/PV Health Plans (Cont.)

Six-Town District:

		Potential Assessments in Combined District					
Town	Current	#1	#2	#3	#4	#5	#6
Gill	\$ 1,680,351	-4.9%	0.3%	-9.4%	-4.6%	10.0%	14.7%
Montague	\$ 11,698,715	-6.2%	-6.6%	1.5%	2.9%	-9.2%	-10.6%
Bernardston	\$ 3,186,284	3.9%	1.0%	-0.4%	-1.2%	-7.2%	-9.6%
Leyden	\$ 876,390	7.7%	0.8%	-11.7%	-21.3%	14.6%	16.6%
Northfield	\$ 4,711,438	-1.7%	0.9%	-12.2%	-14.7%	5.7%	9.0%
Warwick	\$ 1,016,788	-18.1%	-18.0%	-20.1%	-22.1%	-13.8%	-14.0%
<b>Total</b>	<b>\$23,169,965</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>

		Potential Assessments in Combined District			
Town	Current	#7	#8	#9	#10
Gill	\$ 1,680,351	1.2%	3.4%	10.0%	12.1%
Montague	\$ 11,698,715	-4.3%	-3.7%	-9.2%	-9.8%
Bernardston	\$ 3,186,284	-4.1%	-4.5%	-7.2%	-8.3%
Leyden	\$ 876,390	2.8%	-1.6%	14.6%	15.5%
Northfield	\$ 4,711,438	-2.4%	-3.5%	5.7%	7.2%
Warwick	\$ 1,016,788	-16.7%	-17.6%	-13.8%	-13.9%
<b>Total</b>	<b>\$23,169,965</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>	<b>-3.8 %</b>

# Q&A

Thank you!

Questions/ Comments?

Six Town Regionalization Planning Board

[https:// sites.google.com/ view/ strpb/ home](https://sites.google.com/view/strpb/home)

The Abrahams Group

[http:// theabrahamsgroup.com](http://theabrahamsgroup.com)

00842-1

## SECTION 00842

## CHANGE ORDER

No. 1

Date of Issuance: 10/13/2022 (Bid)

Effective Date: 11/15/2023

Project: Montague City Road	Owner: Town of Montague	Owner's Contract No.:
Contract: Montague City Road Roadway Flooding		Date of Contract: 10/13/2022
Contractor: Clayton D Davenport Trucking, Inc.		Engineer's Project No.: 14228

The Contract Documents are modified as follows upon execution of this Change Order: 1

Description: "Install erosion control BMPs along limits of work and down gradient of disturbance (Both Sides of Stream Channel). Silt Fence, Straw Wattles, and Matting to be installed per detail as applicable". Davenport proposes to install the erosion controls Silt Fence, Straw Wattles, and Matting as shown on attached sketch A.

Straw Wattle 1,500 FT at \$9.00 per foot = \$13,500.00

Silt Fence 1,500 FT at \$5.22 per foot = \$7,830.00

Matting 750 SY at \$9.65 per square yard = \$7,237.50

Attachments: (List documents supporting change):

Change Order 01 - Install Added Erosion Control BMPs

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ 326,495.00	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ N/A	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 326,495.00	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 28,567.50	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 355,062.50	Substantial completion (days or date):
	Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Larry Rusiecki, P.E.  
Engineer (Authorized Signature)By: \_\_\_\_\_  
Owner (Authorized Signature)By:   
Contractor (Authorized Signature)

Date: 11/15/2023

Date: \_\_\_\_\_

Date: 11/15/23

APPROVED:



Clayton D. Davenport



**Date:** November 10 2023

**Project:** MONTAGUE CITY ROAD ROADWAY FLOODING

**Subject:** Request for Change Order 01 - Install Added Erosion Control BMPs

Larry & Walter,

Clayton D. Davenport Trucking, Inc. is requesting a change order for additional erosion controls not included on the original bid set of drawings. The below note was added to the updated drawings 7/19/2023, which added erosions controls along the limits of work both sides of Stream Channel as stated below.

1. **“Install erosion control BMPs along limits of work and down gradient of disturbance (Both Sides of Stream Channel). Silt Fence, Straw Wattles, and Matting to be installed per detail as applicable”.**

Davenport proposes to install the erosion controls Silt Fence, Straw Wattles, and Matting as show on attached sketch A. attached based on the above note.

Straw Wattle 1,500 FT at \$9.00 per foot = \$13,500.00  
Silt Fence 1,500 FT at \$5.22 per foot = \$7,830.00  
Matting 2,000 SY at \$9.65 per square yard = \$19,300.00

W-P estimate 750 SY Matting  
750 SY \* \$ 9.65 / SY =  
\$7,237.50

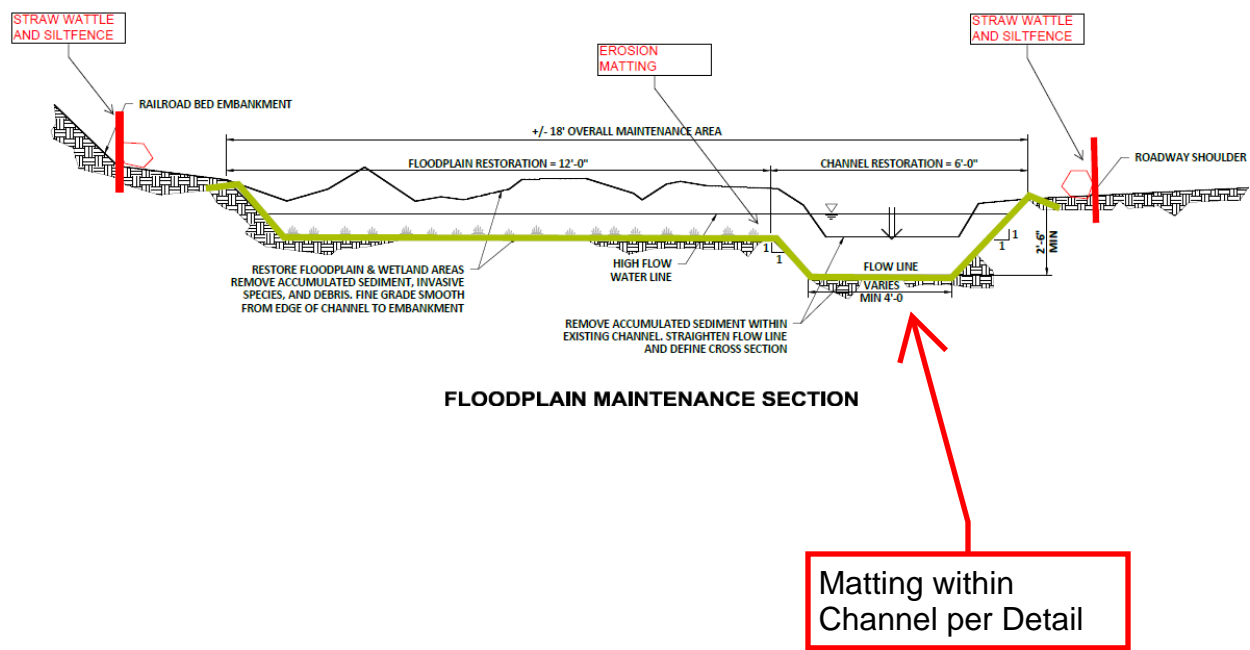
Total cost for Change Order 01 is ~~\$40,630.00~~, attached for your review is a complete cost break down of the above items. Please feel free to contact me with any questions regarding the proposed change order.

Respectfully:

Revised Total =  
\$28,567.50

Clayton Davenport III

# SKETCH A.



### Bid Summary Totals Report

#### Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	14,815	15.00	2,222
Burden:	6,519	15.00	978
Perm Matl:	8,996	15.00	1,349
Const Matl:	0	0.00	0
Sub:	0	0.00	0
Eq. Op. Exp:	2,485	15.00	373
Co. Equip:	1,700	15.00	255
Rented Eq.:	0	0.00	0
Overrides:	0		0
Total:	34,515	15.00	5,177

Selected Bond Table: B1

#### Previous Run

Summary: 11/10/2023 8:32 AM  
 Spread: 11/10/2023 8:32 AM  
 Summary run on Takeoff Quan and Adjusted to Bid Quan.

#### Standard Spreads

Indirect Spread: Total less Sub  
 Markup Spread: Markup %  
 Addon/Bond Spread: Total less Sub

#### Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	34,516	5,177	39,693
Indirect:	0	0	0
Addons:	0	0	0
Bond:	1,018		1,018
Total:	35,534	5,177	40,711

#### Key Indicators

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
5,177.36	/	21,334.28	=	24.27%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	34,515.73	=	0.00%
Direct Manhours	+	Indirect Manhours	=	Total Manhours
270.00	+	0.00	=	270.00



# Cost Report

Clayton D. Davenport Trucking, 1  
Inc.

Clayton Davenport

Page 1 of 2

2311141

Montague Floodwork EW Added BMPs

11/10/2023 8:39 AM

## Biditem

## Install Straw Wattle

# 10

Takeoff Qty: 1,500.000 LF

Client #: CO-01A

Bid Qty: 1,500.000 LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	3.25	1.43	4.68	0.40	2.59	0.00	0.00	7.68
Total	4,876.80	2,150.53	7,027.33	600.00	3,890.00	0.00	0.00	11,517.33

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
90.0000	16.6667	0.0600	127.9703	54.1867	78.0814	50.0000

Activity: 10A Erosion Controls at Limits at Work Both Sides Quantity: 1500.00 Unit: LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	3.25	1.43	4.68	0.40	2.59	0.00	0.00	7.68
Total	4,876.80	2,150.53	7,027.33	600.00	3,890.00	0.00	0.00	11,517.33

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
5.0849	0.0200	50.0000	254.2443	3.7500	400.0000	0.0025	3,071.2880

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
90.0000	16.6667	0.0600	78.0814	3.2512

Calendar: 508 FIVE EIGHT HR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: LABOR (Mod) LABOR CREW Prod: US 400 Eff: 100.00 Crew Hrs: 30.00 Labor Pcs: 3.00 Equipment Pcs: 1.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2ECS03	Stakes 3ft	1.00	250.00	EA	0.86	100.00	0.86	215.00
2ECSBS12	12"x25' Straw Wattle	1.00	1,500.00	FT	2.45	100.00	2.45	3,675.00
8TPU	PICK UP TRK	1.00	30.00	HR	20.00	100.00	20.00	600.00
GF	General Foreman	1.00	30.00	MH	53.00	100.00	76.46	2,293.79
LHW	Laborer Heavy Highway	2.00	60.00	MH	54.78	100.00	78.89	4,733.54

## Biditem

## Install Silt Fence

# 20

Takeoff Qty: 1,500.000 LF

Client #: CO-01B

Bid Qty: 1,500.000 LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	2.29	1.00	3.29	0.68	0.45	0.00	0.00	4.43
Total	3,435.80	1,501.37	4,937.17	1,025.00	678.45	0.00	0.00	6,640.62

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
60.0000	25.0000	0.0400	110.6770	57.2633	82.2862	75.0000

Activity: 20A Install Silt Fence Quantity: 1500.00 Unit: LF

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	2.29	1.00	3.29	0.68	0.45	0.00	0.00	4.43
Total	3,435.80	1,501.37	4,937.17	1,025.00	678.45	0.00	0.00	6,640.62

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
3.9748	0.0133	75.0000	298.1085	2.5000	600.0000	0.0017	2,656.2480

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
60.0000	25.0000	0.0400	82.2862	2.2905

Calendar: 508 FIVE EIGHT HR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: LABOR (Mod) LABOR CREW Prod: US 600 Eff: 100.00 Crew Hrs: 20.00 Labor Pcs: 3.00 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2ECSFL	Silt Fence	1.00	15.00	RL	45.23	100.00	45.23	678.45
8EX121	Kubota KX 121 Mini	1.00	20.00	HR	31.25	100.00	31.25	625.00
8TPU	PICK UP TRK	1.00	20.00	HR	20.00	100.00	20.00	400.00
GF	General Foreman	1.00	20.00	MH	53.00	100.00	76.46	1,529.20
LHW	Laborer Heavy Highway	1.00	20.00	MH	54.78	100.00	78.89	1,577.85
OP	Operator/Backhoe Loader	1.00	20.00	MH	64.01	100.00	91.51	1,830.12

Biditem

30

Install Erosion Control Matting

Takeoff Qty: 2,000.000 SY

Bid Qty: 2,000.000 SY

Client #: CO-01C

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	3.25	1.43	4.68	1.28	2.21	0.00	0.00	8.18
Total	6,502.40	2,867.38	9,369.78	2,560.00	4,428.00	0.00	0.00	16,357.78

Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
120.0000	16.6667	0.0600	136.3148	54.1867	78.0815	50.0000

Activity: 30A

Install Erosion Control Matting

Quantity: 2000.00

Unit: SY

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	3.25	1.43	4.68	1.28	2.21	0.00	0.00	8.18
Total	6,502.40	2,867.38	9,369.78	2,560.00	4,428.00	0.00	0.00	16,357.78

Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
5.9649	0.0200	50.0000	298.2445	5.0000	400.0000	0.0025	3,271.5560

Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit
120.0000	16.6667	0.0600	78.0815	3.2512

Calendar: 508    FIVE EIGHT HR DAYS    Hrs/Shift: 8    WC:    Code not found.

Crew: LABOR    (Mod) LABOR CREW    Prod: US 400    Eff: 100.00    Crew Hrs: 40.00    Labor Pcs: 3.00    Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2ECENM	Jute Mesh Mat 4'x225'	1.00	20.00	ROLL	205.00	100.00	205.00	4,100.00
2ECENMSBD	E M Staples BioDegrad (575)	1.00	4.00	BOX	82.00	100.00	82.00	328.00
8T1TON	ONE TON DUMP	1.00	40.00	HR	44.00	100.00	44.00	1,760.00
8TPU	PICK UP TRK	1.00	40.00	HR	20.00	100.00	20.00	800.00
GF	General Foreman	1.00	40.00	MH	53.00	100.00	76.46	3,058.39
LHW	Laborer Heavy Highway	2.00	80.00	MH	54.78	100.00	78.89	6,311.39

Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
Total	14,815	6,519	21,334	4,185	8,996	0	0	34,516

Job Notes

Estimate created on: 11/09/2023 by User#: 1 - Clayton Davenport  
Source estimate used: H:\HEAVYBID\EST\ESTMAST

Calendars Used In Estimate

508

FIVE EIGHT HR DAYS

**EXHIBIT B.****Approved Plans  
Former DPW Garage, 500 Avenue A****Renovations list**

- 1) LIGHTED EXIT SIGNS**
- 2) BATTERY PACK EMERGENCY LIGHTS**
- 3) EXTERIOR EMERGENCY LIGHTS**
- 4) APPROVED FIRE ALARM SYSTEM**
- 5) ACCESSIBLE ENTRANCE**
- 6) ACCESSIBLE TOILET ROOMS**
- 7) ELECTRICAL PANEL PARTITIONS AND ACCESS POINT**
- 8) EGRESS DOORWAYS**
- 9) WORK SPACE SEGMENTATION (WALL DIVIDER)**
- 10) ROLL UP DOOR INSTALLATION AND REPAIR**
- 11) EXTERIOR FACADE REPAIR**
- 12) ROOF FASCIA REPAIR**
- 13) INSULATION AND VAPOR BARRIER REPAIR**
- 14) GUTTER AND SUBSURFACE DRAINAGE REPAIR**
- 15) EXTERIOR DOOR REPAIR OR REPLACEMENT**
- 16) PAINTING**
- 17) CHAIN LINK FENCE PARTITION**
- 18) ENERGY EFFICIENCY UPGRADES**

Refer to Code Review document provided.

Nova Real Estate LLC  
Peter Chilton, manager  
147 2nd Street, Turners Falls, MA 01376  
Mobile: 508-963-6572  
realestate@novamotorcycles.com



## **EXHIBIT C.**

### **Construction Schedule Former DPW Garage, 500 Avenue A**

#### **Timeline**

##### **0-3 MONTHS**

- 1) LIGHTED EXIT SIGNS
- 2) BATTERY PACK EMERGENCY LIGHTS
- 3) EXTERIOR EMERGENCY LIGHTS
- 4) APPROVED FIRE ALARM SYSTEM
- 5) ACCESSIBLE ENTRANCE
- 8) EGRESS DOORWAYS
- 9) WORK SPACE SEGMENTATION (WALL DIVIDER)
- 10) ROLL UP DOOR INSTALLATION AND REPAIR

##### **3-6 MONTHS**

- 6) ACCESSIBLE TOILET ROOMS
- 7) ELECTRICAL PANEL PARTITIONS AND ACCESS POINT
- 12) ROOF FASCIA REPAIR
- 13) INSULATION AND VAPOR BARRIER REPAIR
- 15) EXTERIOR DOOR REPAIR OR REPLACEMENT
- 17) CHAIN LINK FENCE PARTITION

##### **6-9 MONTHS**

- 11) EXTERIOR FACADE REPAIR
- 14) GUTTER AND SUBSURFACE DRAINAGE REPAIR
- 16) PAINTING

##### **9-24 MONTHS**

- 18) ENERGY EFFICIENT UPGRADES

Timeline starts once the building is acquired by Nova Real Estate LLC.



## Nova Works LLC. Report to Town of Montague on 500 Ave A, Turners Falls, MA

The Town of Montague DPW garage, known affectionately as “The Depot” locally, was decommissioned thanks to a new building finished in 2020. Nova Works LLC prepared a proposal and was chosen out of 4 total submissions by the town Select Board. The envisioned end use of the property is a series of conjoined garage spaces that serve as a community space for gear-heads, creators, woodworkers, and tinkerers. Nova Works at 500 Ave A would provides a

co-working area with a slant towards the more industrial processes. Our tenants requires cement floors, good lighting, secure spaces, and reliable power. Our goal was to design functional, changeable, safe, and affordable work areas that residents can utilize to fuel their creativity, launch their startup or take the next step in growing their business. Thanks to the Town of Montague, and many others that supported the plan that goal was achieved.

### PEOPLE

#### Current Tenant List (not all pictured):

Musée on Ave A Antiques

A. Mann Furniture

Williams Automotive Garage

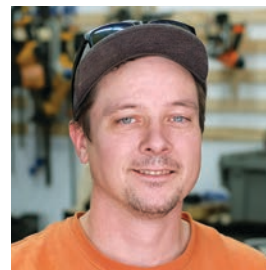
Beowulf Vapor Blasting

Fine Line Builders

Knightshade Painting

Tristan Evans Construction

Wood and Barrel Co



**“Utilizing this commercial garage space for my contracting business has truly revolutionized our operations. The facility has streamlined our projects, enhancing productivity and professionalism, ultimately contributing to our business’s growth.”**

*– Andrew Bates, Co-owner, Fine Line Builders*



**“Running my auto repair shop from this garage space has been a game-changer for me. With all the spacious work area, it has significantly improved my efficiency and customer satisfaction, resulting in a boost in our overall success.”**

*– Greg Williams, Owner, Williams Auto Garage*



## RENOVATIONS LIST

- 1) Lighted Exit Signs **COMPLETED**
- 2) Battery Pack Emergency Lights **COMPLETED**
- 3) Exterior Emergency Lights **COMPLETED**
- 4) Approved Fire Alarm System **COMPLETED**
- 5) Accessible Entrance **COMPLETED**
- 6) Accessible Toilet Rooms **COMPLETED**
- 7) Electrical Panel Upgrades and Access Point **COMPLETED**
- 8) Egress Doorways **COMPLETED**
- 9) Work Space Segmentation (Wall Divider) **COMPLETED**
- 10) Roll Up Door Installation And Repair **COMPLETED**
- 11) Exterior Facade Repair **COMPLETED**
- 12) Roof Fascia Repair **COMPLETED**
- 13) Furnace Repair **COMPLETED**
- 14) Gutter Repair **COMPLETED**
- 15) Exterior Door Replacement **COMPLETED**
- 16) Painting **COMPLETED**
- 17) New Roof **COMPLETED**
- 18) LED Lighting Upgrade **COMPLETED**
  
- 19) Solar Array **COMING IN SPRING**
- 20) Exterior Awnings **COMING SOON**
- 21) Mini Split Heating and Cooling System **COMING SOON**

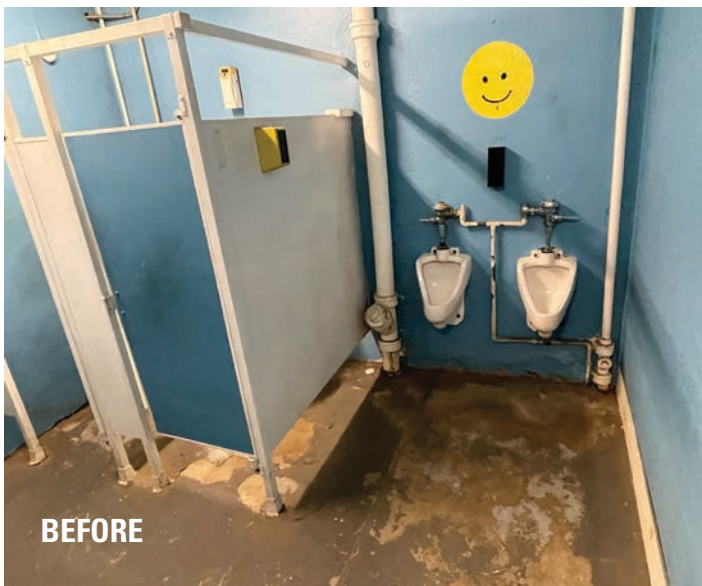
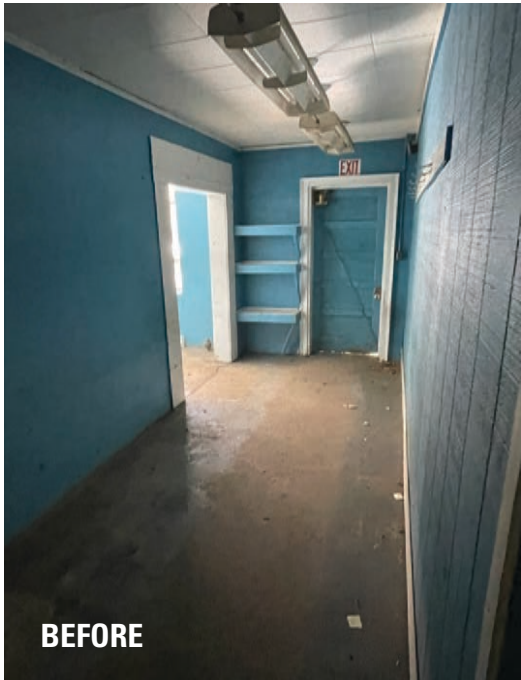


**BUILDING**





**BUILDING** *(continued)*



**Common space has been updated with ADA approved bathrooms and updated doors, fire alarm system, LED lighting, and paint.**

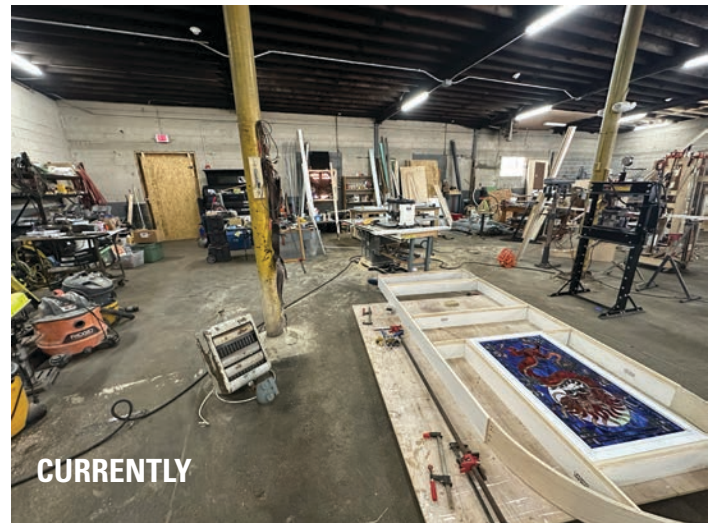




## **BUILDING** *(continued)*



**Large Empty Garage Space has been converted to a large workshop with the addition of 3 rooms of office space in order to run the contractor business out of.**



**BUILDING** *(continued)*



**Large Empty Garage Space has been converted to a automotive garage bringing a repair shop to downtown Turner's Falls for the first time since 2018.**





**BUILDING** *(continued)*



**Large Empty Garage Space has been converted to a contractor space and office.**

**BUILDING** *(continued)*

**During Construction Photos**



**TOWN OF MONTAGUE  
CERTIFICATE OF COMPLETION  
500 AVENUE A  
TURNERS FALLS, MONTAGUE**

The Town of Montague, acting by and through its Selectboard, issues this Certificate of Completion for property located at 500 Avenue A, Turners Falls, Montague, Massachusetts (the “Released Property”), for that project (the “Project”) constructed pursuant to a Land Development Agreement (the “LDA”), dated June 13, 2022, recorded with the Franklin County Registry of Deeds in Book 8029, Page 90, which Project has been reviewed and is determined to be “substantially complete,” as defined under Section 23 of the LDA, i.e., the Released Property has been constructed such that the Selectboard has determined that **Nova Works LLC**, the Developer, has completed the work required under the LDA relative to the Released Property.

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF MONTAGUE,  
By its Selectboard

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Christopher M. Boutwell, Sr., Vice Chair

\_\_\_\_\_  
Matthew Lord, Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Franklin, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, member of the Montague Selectboard, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**TOWN OF MONTAGUE  
CERTIFICATE OF COMPLETION  
500 AVENUE A  
TURNERS FALLS, MONTAGUE**

The Town of Montague, acting by and through its Selectboard, issues this Certificate of Completion for property located at 500 Avenue A, Turners Falls, Montague, Massachusetts (the “Released Property”), for that project (the “Project”) constructed pursuant to a Land Development Agreement (the “LDA”), dated June 13, 2022, recorded with the Franklin County Registry of Deeds in Book 8029, Page 90, which Project has been reviewed and is determined to be “substantially complete,” as defined under Section 23 of the LDA, i.e., the Released Property has been constructed such that the Selectboard has determined that **Nova Works LLC**, the Developer, has completed the work required under the LDA relative to the Released Property.

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By its Selectboard

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\_\_\_\_\_  
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\_\_\_\_\_  
Notary Public  
My Commission Expires:



To: Montague Selectboard members  
 From: Karen Tonelli, Director of Assessing  
 Date: November 16, 2023  
 RE: FY2024 Tax Rate Summary of Key Factors  
 CC: Steve Ellis, Town Administrator

Thank you for allowing me the opportunity to present information to you regarding the FY2024 tax rate prior to the Annual Classification Hearing. As you may be aware, you will be asked to vote on whether the Town should shift the tax burden from one class of property to another. If you decide to shift the rate, the factor you choose will result in the percentage shift from the residential property owners to the commercial/industrial ("CIP") property owners. This is known as a split tax rate. There are three major data components that affect a split tax rate.

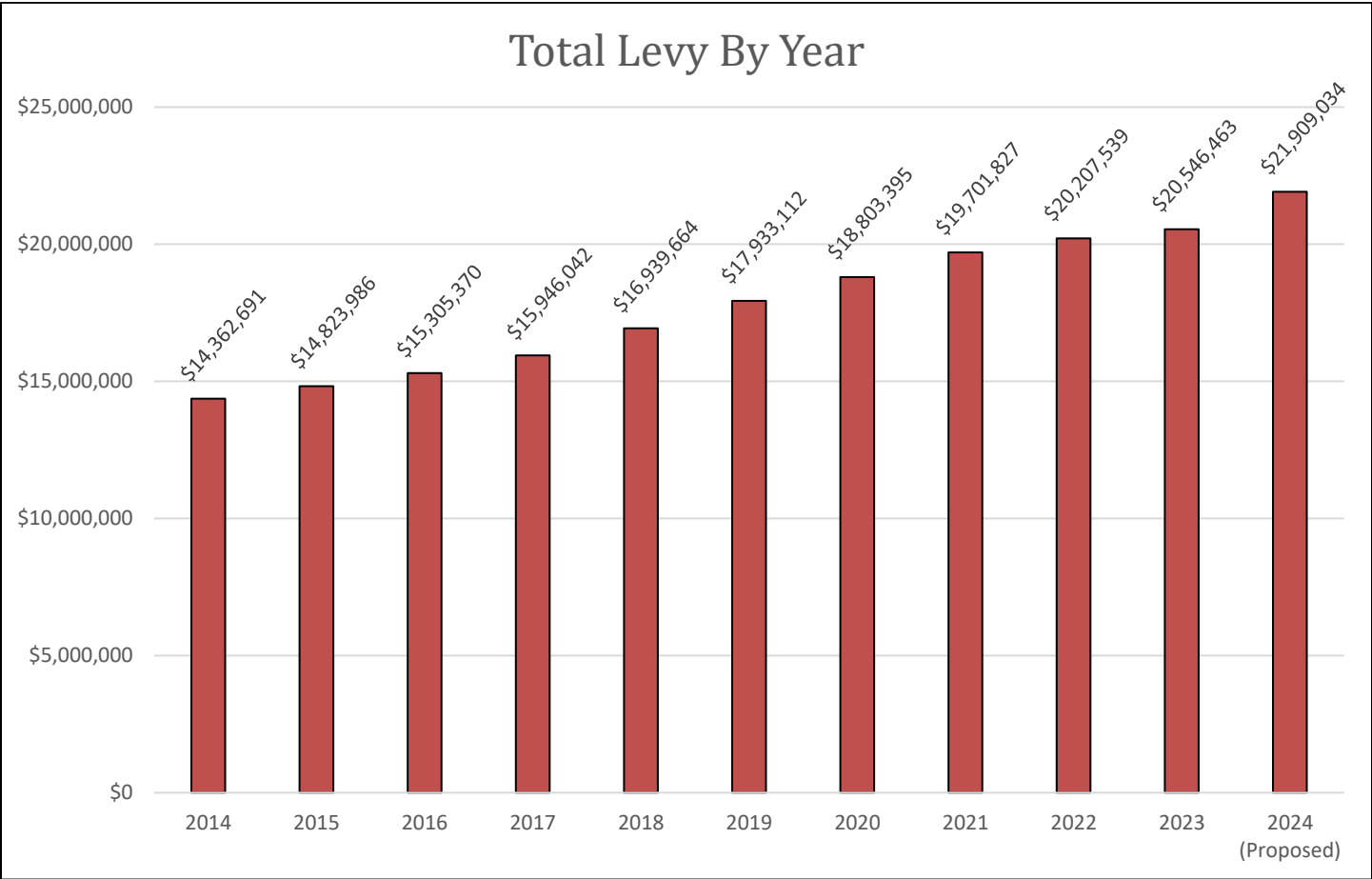
### **1) Total Taxable Value**

The total taxable assessment in town increased 5.6% to 1,186,195,681 in Fy2024. It should be noted that not all classes of property values increased equally. For example, overall assessment increases in the residential sector were 4.4% over last year, however, increased assessments in the CIP sector were 13.2% over the past year. It is also important to note that while the residential class of properties show an aggregate increase of 4.4%, this does not mean that all individual parcel assessments went up by that amount since increases vary due to property characteristics. A strong housing market remains evident in Montague as well as throughout the region and we see this by looking at data from the actual sales of residences during the past 22 months. Of the 85 houses that sold during that time, 55 properties sold for over asking price, 24 sold for under asking price and 6 sold for what was asked.

The aggregate percent increase of 13.2% in CIP parcels also does not indicate that each account in this category increased in equal amounts. Some accounts may have seen less increases or even no increase in value. The significant percentage increase of 13.2% is attributed mainly to additional assets declared by the utility companies. This has been a pattern for the past five years.

2) Tax Levy

The FY2024 proposed property tax levy is \$21,909,034. This represents an increase of \$1,469,472 or approximately 7.2% over last year’s levy of \$20,439,562. The “levy” represents the total amount taxed each year and equals the amounts raised and appropriated at Annual/Special Town Meetings minus estimated receipts and other revenue sources. A historical look at the Montague’s annual tax levy is reflected in the following table.





### 3) Tax Shift Options

A factor of .8554 was voted last year and resulted in a FY2023 residential rate of \$15.65 and a commercial/industrial/personal property (CIP) rate of \$23.78. Without such a shift, the single FY2023 tax rate for all classes of property would have been \$18.29. A look back at the past five years shows that the factors chosen by this Board were relatively consistent. Given the significant increases in value in the industrial and personal property sector, consideration should be given to decreasing the factor. This would allow for a greater portion of the residential class to be shifted to the commercial, industrial, and personal property class and would result in a lower residential tax rate.

<u>Year</u>	<u>Residential Factor</u>
2023	.8554
2022	.8501
2021	.8466
2020	.8478
2019	.8504
2018	.8572

More detailed information regarding different residential factor options along with estimated FY2024 tax rates for the different classes of property will be provided for the Tax Classification Hearing currently scheduled for Monday, November 27, 2023.

Lastly, each year the Board is asked to vote on the following exemptions to taxation. In the past, it was determined that these exemption options were not suitable for Montague.

- a tax shift from residential and open space to business property owners
- an open space discount that shifts taxes from open space to residential property owners
- a residential exemption that shifts taxes on lower valued owner-occupied residential property to other residential property owners
- a small commercial exemption that shifts taxes on small business property to other commercial and industrial property owners

I hope this provides information that is helpful in your decision-making process. Please feel free to reach out if you have any questions.

*Karen M. Tonelli*

Karen Tonelli, M.A.A  
Director of Assessing  
Town of Montague

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

10C

Contractor Legal Name

Montague Public Libraries

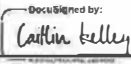
Contractor Vendor/Customer Code

(if available, not the Taxpayer Identification Number or Social Security Number)

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

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

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

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Caitlin Kelley		Library Director	413-863-3214	librarydirector@montague-ma.gov

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

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

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

Signature

Date

Print Name

Phone Number

Verizon Wireless ("Vendor") and the Commonwealth of Massachusetts, have entered into a contract for Cellular and Data Equipment & Services ("Contract") with an effective date beginning on April 17 , 2019 through and any and all amendments and/or addenda thereto. Pursuant to the Contract, [Enter Eligible Entity name: \_\_\_\_\_], a government entity, not-for-profit entity or a private education entity is eligible to participate under the Contract as an authorized user ("Authorized User").

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the "User Agreement"), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions; any online Verizon Wireless "Terms of Service" do not apply to purchases made under the Contract. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract.
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the Commonwealth of Massachusetts and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications that are agreed upon by Vendor and the Eligible Entity. If Verizon Wireless and the Eligible Entity execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;
- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the "Authorized Contacts") set forth below who are authorized to access the Authorized User's account, established pursuant to this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User's agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between Authorized User and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for wireless services and products utilized by its GovernmentSubscribers;
- (9) Applications added or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Verizon Wireless. It is the responsibility of the Eligible Entities to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Verizon Wireless does not make any representations or guarantees that these products meet any contract security requirements. Verizon's device certification program has many levels of compliance and penetration testing to test among other things the security of the device

architecture and design, the operating system, application and hardware/chipset levels. Verizon has reviewed the Commonwealth's security policies. To the best of Verizon Wireless' knowledge, the Commonwealth of Massachusetts security policies and Verizon's device security certification policies do not conflict. Should the Commonwealth of Massachusetts or Verizon, during their respective normal courses of business, discover a perceived or actual variation between the Commonwealth of Massachusetts security policies and Verizon's device certification policies, Verizon will review such variations and, where reasonable and practicable, will work with the Commonwealth to find a mutually agreeable solution to those variations.

- (10) Verizon Wireless requires that an authorized representative of Eligible Entity approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Eligible Entity for any and all matters contemplated by the Parties' Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Eligible Entity ("Government Subscriber billed lines"). Government Subscriber billed lines of service are billed under the "Eligible Entity Name" and "Eligible Entity Federal Tax ID". At the request of the Authorized Contact, monthly billing for corporately billed lines of service can be sent to the Eligible Entity address or to an employee home address. By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you are an officer or owner of the Eligible Entity and have the authority to financially bind the Eligible Entity. Whether payment is made directly by the Eligible Entity or by an employee, you have agreed that your Eligible Entity will accept legal liability for payment. The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Verizon Wireless customer service order for corporately billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.
- (11) This Section 11 applies to purchases completed under the ITT72 that are not for Public Safety Grade Wireless

**Agreement to Share CPNI and Account Information with ITT72 Contract Managers**

As an authorized representative of the Agency listed below (the "Agency"), I hereby consent to the disclosure, by Cellco Partnership d/b/a Verizon Wireless to the Commonwealth of Massachusetts, through the Operational Services Division—upon its request or as part of a contractual reporting requirement—of the Agency's Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this Contract. I understand that this agreement is required for all Eligible Entities procuring Services under Statewide Contract ITT72. Further, I understand this information will be used by OSD to aid in the general management of the statewide contract.

- (12) The following terms apply to all purchases completed under the ITT72 Public Safety Grade Wireless (Category 1B), which the Eligible Entity acknowledges and agrees to.

**Agreement to Share Limited Agency CPNI and Account Information with ITT72 Contract Managers**

As an authorized representative of the Agency listed below (the "Agency"), I hereby consent to allow Cellco Partnership d/b/a Verizon Wireless to share a limited set of the Agency's Customer Proprietary Network Information (CPNI) and other specified account information with the Operational Services Division (OSD) and the Executive Office of Technology Services and Security (EOTSS). OSD and EOTSS are designated contract managers for the Statewide Contract ITT72 "Telecommunications Services and Equipment."

The CPNI and other account information to be shared with OSD and EOTSS includes the agency name, agency contact information, and unidentifiable or aggregate information about the type of devices and services procured off statewide contract ITT72. A full listing of all categories of information shared under

### **Commonwealth of Massachusetts – Contract #ITT72 – Authorized User Agreement**

this agreement is maintained by EOTSS and will be posted on the Commonwealth's official procurement website (COMMBUYS) for Eligible Entity reference. Should there be any substantive updates to this list of shared CPNI or other account information, Verizon Wireless will provide at least thirty (30) days notification prior to releasing any additional information to OSD and/or EOTSS. The Agency will be deemed to have consented to such updates unless Verizon Wireless receives written notice from such Agency during the thirty (30) day notification period.

This Agreement does not authorize the release of specific user names or personal identifiers, device identifiers, location data, or call information.

I understand that the Commonwealth of Massachusetts requires this agreement for all Eligible Entities procuring services under Statewide Contract ITT72. No notification will be provided to me at the time the Agency's specified information is shared with the OSD or EOTSS. Further, I understand this CPNI and other account information will be used for the general management of the statewide contract ITT72 and to assure the continuity and interoperability of services provided to public safety organizations under ITT72, Category 1, Public Safety Grade Wireless Data Services.

This Agreement in full replaces any prior customer information agreement entered into by the Agency under Statewide Contract ITT72 with Verizon Wireless.

#### **Schedule 'A' – "Request for Authorized Contact" - List below the employee(s) that you are designating as Authorized Contact(s).**

Print Name:	Print Name:
Title:	Title:
Office Phone:	Office Phone:
Cell Phone:	Cell Phone:
Email Address:	Email Address:

#### **Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.**

Print Name:		
Address:		
City:	State:	Zip Code:
Federal Tax Identification Number:	MyBiz Point of Contact Name:	
Dun & Bradstreet Number:	Dun & Bradstreet Address (if different):	

*Signature block on page to follow*

The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.

Signed:	Title:
Print Name:	Email Address:
Date:	

**Verizon Wireless Information to be completed by Account Manager.**

Account Representative Name:

Account Representative Address/Location:

Manager Name:

Account Numbers:

Add Domain(s) – If the Domain on the main COMA Employee Profile 63073, please remove and add to the new Employee Profile:

<u>Employee Profile –</u> Government IDs (check only 1 box)	<u>Corporate Profile -</u> Government IDs (check only 1 box)	<u>Create New Profile</u> (check only 1 box)
EMPMA: <input type="radio"/>	MAOFF: <input type="radio"/>	Corporate Only: <input type="radio"/>
HCEMA: <input type="radio"/>	MAEDU: <input type="radio"/>	M2M Only: <input type="radio"/>
	MABOS: <input type="radio"/>	Corporate & M2M: <input type="radio"/>
	MAGOV: <input type="radio"/>	Employee Only: <input type="radio"/>
	HCCMA: <input type="radio"/>	Corporate & Employee: <input type="radio"/>
	MANON: <input type="radio"/>	Corporate, Employee & M2M: <input type="radio"/>