

Town of Montague

**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a Class II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern?

ZAK'S AUTO SALES AND REPAIR

Business address of concern. No.

221 MILLERS FALLS RD

St.,

TURNERS FALLS 01376

City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corporation

INDIVIDUAL

3. If an individual, state full name and residential address.

ZAHARIA NICHITA

46 RANDALL RD MONTAGUE MA 01351

4. If a co-partnership, state full names and residential addresses of the persons composing it.

N/A

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President

Secretary

Treasurer

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? yes

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? yes

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

I WANT TO USE THIS BUSINESS TO BUY AND SELL
AND REPAIR CARS. I WOULD HAVE 5 CARS AT THE
TIME AT 221 MILLERS FALLS RD TURNERS FALLS MA

8. Are you a recognized agent of a motor vehicle manufacturer?

No
(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1?

No
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

Yes
(Yes or No)

If so, in what city — town

Montague

Did you receive a license?

Yes

(Yes or No)

For what year? Since 2018 - Present

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked?

No

(Yes or No)

Sign your name in full.

ZAHARIA NICHITA

(Duly authorized to represent the concern herein mentioned)

Residence

Montague

413-768-7430

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation
(Approved or Disapproved)

License No. granted 19.... Fee \$

Signed

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CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed fifty dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE SECOND HAND
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No.

Class License No.

Name

St. and No.

City — Town

Date Issued

Remarks

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MAP 23

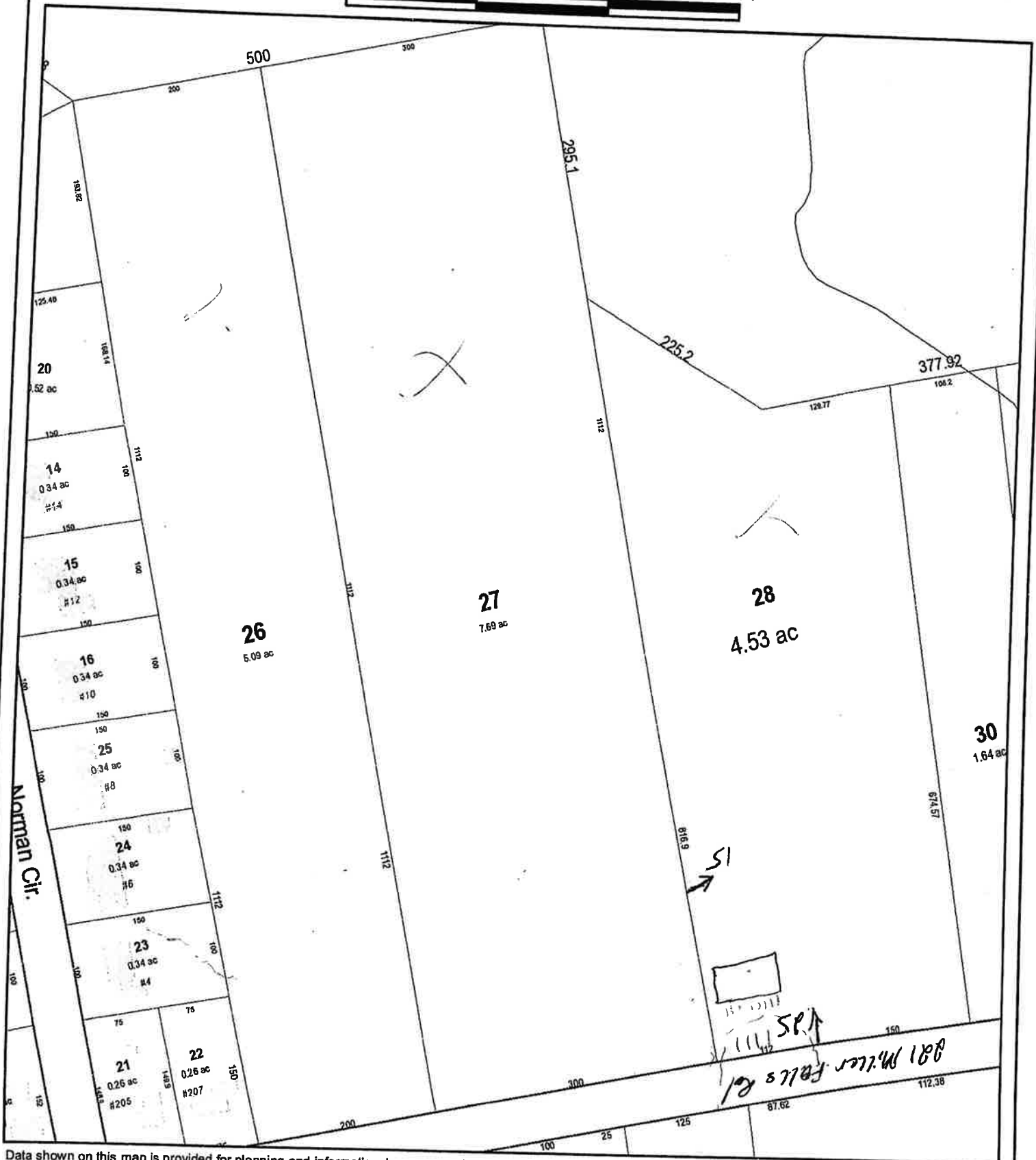
Montague, MA

1 inch = 138 Feet

CAI Technologies
Precision Mapping Geospatial Solutions

May 8, 2023

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



**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 # 2022-108-10
Project No. 2022-108
TOWN OF MONTAGUE FY21 CDBG
FY21 Avenue A Streetscape Phase III Continuation (6B)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060**

Date: July 5, 2023

Total Contract	30,000.00
Total Paid to Date:	24,016.00
Balance:	5,984.00
This Invoice #10	356.40
Balance:	5,627.60

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

See attached invoice #10 dated 06/16/23 in the amount of \$356.40.	FY21MONT \$356.40
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I reviewed these invoices on 06/16/23 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$ 356.40**



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

INVOICE # 2022-108-10

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

June 16, 2023

Project No: 2022-108

Re: Montague - Avenue A Streetscapes Phase III - 2022

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

Email invoices to: bmchugh@fcrhra.org

Task	Fee	% Complete (to date)	% Complete (this period)	Amount Due (this Period)
Bidding	\$8,000.00	100.00%	0.00%	\$0.00
Construction Administration	\$22,000.00	74.42%	1.62%	\$356.40
	<u>\$30,000.00</u>			
Subtotal Task Charges				\$356.40
INVOICE TOTAL				\$356.40

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.

Statement of Accounts

Invoice	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
2022-108-9	5/9/2023	\$0.00	\$990.00	\$0.00	\$0.00	\$990.00
Total Prior Billing		\$0.00	\$990.00	\$0.00	\$0.00	\$990.00

Total Due \$1,346.40

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # 1553

Board Authorizing **Appointment:** Selectboard Meeting Date: 7/10/2023

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 7/10/2023

Authorized Signature: _____

General Information:

Full name of employee: Anne Stuart Department: Health

Title: Administrative Assistant Effective date of hire: 7/12/23

New Hire:

Permanent: Y X N If temporary, estimated length of service: 2 Months

Hours per Week: Up to 17 Union:

Wages:

Union:

Wages: Grade Step Wage Rate: 23.72 (hourly)

Notes: Appointed on per diem basis until full time administrative assistant hired and trained

Copies to:

____ Employee

____ Treasurer

____ Town Clerk

____ Department

____ Accountant

____ Board of Selectmen

____ Retirement Board

FY25-27 Trash Bid Summary

Curbside Collection Price

		Republic Services	Casella - Revised (5%)	Casella - Initial (3.6%)	USA Waste & Recycling*
Y1	\$	445,000.00	\$ 485,000.00	\$ 538,090.00	\$ 580,443.00
Y2	\$	471,700.00	\$ 509,250.00	\$ 557,563.00	\$ 609,465.15
Y3	\$	500,002.00	\$ 534,712.50	\$ 577,737.00	\$ 639,938.41
Sub-Total	\$	1,416,702.00	\$ 1,528,962.50	\$ 1,673,390.00	\$ 1,829,846.56

Municipal Trash Disposal Price

		Republic Services	Casella - Revised	Casella - Initial	USA Waste & Recycling
Y1	\$	141,700.00	\$ 152,100.00	\$ 140,049.00	\$ 149,500.00
Y2	\$	150,202.00	\$ 159,705.00	\$ 145,652.00	\$ 156,975.00
Y3	\$	159,211.00	\$ 167,690.25	\$ 151,476.00	\$ 164,823.75
Sub-Total	\$	451,113.00	\$ 479,495.25	\$ 437,177.00	\$ 471,298.75

* USA will only use automated collection. They purchase and maintain totes. Bi-weekly single stream recycling adds an estimated \$19,200 to current recycling costs, which the other vendors manual dual-stream bids would not require.

Total Price

		Republic Services	Casella	Casella - Initial	USA Waste & Recycling
Y1	\$	586,700.00	\$ 637,100.00	\$ 678,139.00	\$ 729,943.00
Y2	\$	621,902.00	\$ 668,955.00	\$ 703,215.00	\$ 766,440.15
Y3	\$	659,213.00	\$ 702,402.75	\$ 729,213.00	\$ 804,762.16
Total	\$	1,867,815.00	\$ 2,008,457.75	\$ 2,110,567.00	\$ 2,301,145.31

Marginal Additional Cost

		Republic Services	Casella	USA Waste & Recycling
Y1	\$		50,400.00	\$ 143,243.00
Y2	\$		47,053.00	\$ 144,538.15
Y3	\$		43,189.75	\$ 145,549.16
Total	\$		140,642.75	\$ 433,330.31

Municipal Trash Disposal Rate/Ton* (annual estimate of 1,300 tons)

	Republic Services		Casella		Casella - Initial	USA Waste & Recycling**	
Y1	\$	109.00	\$	117.00	\$	107.73	\$ 115.00
Y2	\$	115.54	\$	122.85	\$	112.04	\$ 120.75
Y3	\$	122.47	\$	128.99	\$	116.52	\$ 126.79

* Used as basis for annualized trash disposal cost estimates presented above.

** annual increase subject to increase of the greater of 5% or CPI-U Northeast

Dual vs Single Stream Cost Differences

USA Waste & Recycling will only perform automated collection which generally necessitates single stream recycling. An April 2023 rate sample obtained by FCSWMD showed that Casella and USA charged \$104/ton for single-stream recycling processing and disposal. Montague's rate for the same month for dual stream recycling through the Springfield MRF was \$48/ton. This is a difference of \$48 per ton for an estimated 400 tons annually, for an estimated savings of \$19,200.

ARTICLE VIII FUEL ADJUSTMENT

- Contract prices are based on the price of diesel fuel on April 17, 2023 per the US DOE New England PADD 1A: \$4.540. The Contractor's percentage of the collection cost associated with transportation fuel is _____. A fuel charge and fuel credit will be based on this percentage only.
- The fuel formula is (average monthly fuel price - base fuel price)/base price = % increase/decrease in fuel cost (A). Monthly collection cost (D)* % for transportation fuel = base fuel cost per month (B). Base fuel cost per month (B) + % change = monthly fuel charge/credit (C). Monthly fuel charge/credit (C) is added to monthly collection cost (D).

$B + A = \text{monthly adjusted fuel cost (C)}$

$C + D = \text{adjusted monthly collection cost}$

ARTICLE IX PENALTIES RELATED TO PERFORMANCE

- Penalties Related to Performance: The Contractor is expected to provide a high level of service. Failure to perform will result in the following penalties. All damages referred to below will be deducted by the Town from any payment then or thereafter due to the contractor.

Penalties Related to Performance	
Failure to immediately pick up materials spilled during collection	<i>\$100 per occurrence</i>
Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries	<i>\$100 per occurrence</i>
Mishandling of Solid Waste or recycling containers or containers obstructing a road, driveway, or mailbox	<i>\$50 per occurrence</i>
Failure to leave a rejection notice on material that is unacceptable	<i>\$100 per occurrence</i>
Commingling materials collected from the Town collection with materials not collected from the Town	<i>\$1,000 per occurrence</i>
Commingling recyclable material with Solid Waste in violation of the MassDEP Waste Ban regulation	<i>\$1,000 per occurrence</i>
Delivering Recyclable Materials to sites that will be billed to the Town other than as described in the Contract.	<i>\$1,000 per occurrence</i>
Failure to deliver all collected Recyclable Materials to the Springfield MRF.	<i>\$1,000 per occurrence</i>

Collecting material listed in the MassDEP Waste Ban regulation.	<i>\$1,000 per occurrence</i>
Failure to maintain direct voice links between the dispatcher and lead trash and recyclable materials drivers as well as their	<i>\$100 per occurrence</i>
Continued violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the Town.	<i>\$300 per occurrence</i>

ARTICLE X INSURANCE

1. **LIABILITY INSURANCE:** The Contractor will obtain and maintain the insurance coverage as outlined below chart throughout the term of this Contract.

Coverage	Limits of Liability
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

2. All insurers providing coverage pursuant to the Contract shall be companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the Contract. Each certificate shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. Failure to provide or continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination at the discretion of the Town. Thirty (30) days prior written notice will be given to the Town in the event of cancellation associated with each of the required policies. The Town shall be named as an additional insured on all policies required hereby (excluding Worker's Compensation). The Contractor's insurer shall have no right of recovery or subrogation against the Town of Montague.
3. Renewals of the Contractor's insurance certificate must be promptly presented to the Town.

ARTICLE XI MISCELLANEOUS

1. **ASSIGNMENT:** The Contractor shall not assign or sublet this Contract, in whole or part, or delegate any of the work to be performed to any other person, partnership, firm or corporation without the prior, written consent of the Town's Selectboard, nor

Past State

2019-Q3'2022

- Ongoing management turnover at Chicopee division including several different Operations and General Managers, leading to inconsistent service and communication with Montague
- Prior to 2022, Republic driver pay was below market rate, leading to driver turnover
- COVID accelerated driver turnover and slowed hiring
- Chicopee division understaffed and challenged to keep high-quality driver in Montague
- Due to lack of driver staff and leadership changes, under-performing driver was kept in Montague for 6+ months, leading to service issues

Current State

Q4'22 - Present

- Republic implements market rate adjustment, increasing driver pay by 30% in Western MA
- New competitive pay increases both quantity and quality of drivers
- New GM (John Williams) joins team in Nov'22 after two years in North Boston division
- Under-performing driver is removed from Montague and replaced with experienced, dependable driver
- Chicopee division reaches overstaffing levels in Jan'23, now has 5+ extra drivers to use in case of call-outs
- New Operations Manager (Dennis Ruzzano) joins team in Mar'23
- Experienced Supervisor (Mark Fine) assigned to Montague and implements two-driver rotation to ensure backfill options and consistency
- Daily dispatch/driver check-in established to improve communication
- 6/21 Update: RS IT currently addressing Montague-specific mapping issues in RS app

Future State

2023 & Beyond

- New leadership here to stay and committed to providing industry-leading service to Montague
- Republic IT team updating mapping software to include all villages under Montague GIS coding
- RS expects fully functional product by September 2023 to accurately include all town residences
- Team has created new email address for Montague to improve communications and ensure multiple RS employees up to date on town operations
- RS team to implement recurring call/meeting with Montague DPW to stay in front of any potential issues
- In addition to two town drivers, team will train additional alternates to ensure familiarity with town routes

Operational Improvements

- New management staff focused on customer service
- Republic removed a poor performing driver about 6 months ago and replaced him with a dedicated 2 driver rotating schedule.
- Improve the missed stop process with the drivers to ensure accurate information is being communicated.
 - RISE Platform
 - Track My Truck
- Communications earlier for their end of the day daily email recap.
- Create a Monthly or Quarterly meeting either in person or video conference to address any concerns, comments, or improvements.
- Creating a Montague specific email list that goes directly to everyone in operations
 - 4956Montague@republicservices.com
 - Follow ups within an hour of reaching out.

REQUEST FOR MGL CHAPTER 44 SECTION 33B TRANSFER

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws. MGL Chapter 44 Section 33B allows budgetary transfers between appropriations in the last two months of a fiscal year, and the 1st 15 days of the following fiscal year (for the preceding fiscal year), by the selectmen with the concurrence of the finance committee.

Transfer Amount Requested: \$47,000

Transfer From:

Acct#	Title	Current Balance
<u>001-5-910-5174</u>	<u>GF Employee Health Ins</u>	<u>\$109,336.12</u>

Transfer To:

Acct#	Title	Current Balance
<u>001-5-994-5964</u>	<u>Transfer to Airport Ent Fund</u>	<u>\$0</u>

Reason for request:

- The solar lease was intended to be in place with the first quarterly payment received in FY23. Due to an unavoidable delay in finalizing the contract, the first payment of \$59,500 will not be received until FY24.
- Actual revenues for FY23 were budgeted at \$336,015 (including the reserve fund transfer), but only \$288,970.95 was received, leaving a shortfall of \$47,044.05. Since the budget only has a remaining balance of \$360.40, there will be a revenue deficit which has to be funded either with this transfer or from an appropriation at the fall STM before the FY24 tax rate can be set.

Officer/Department Head

Date: _____

ACTION OF SELECTMEN

Date of Meeting: 7/10/23 Number present & voting: _____

Transfer approved in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: 7/12/23 Number present & voting: _____

Transfer approved in the amount of \$ _____ Transfer disapproved: _____

Chairperson, Finance Committee

A C T U A L & A N T I C I P A T E D R E V E N U E S

Report Sequence =

Account = First thru Last; Mask = 600-4-482-####-###

Level of Detail = Transaction Detail; Level = 9

Fund: Airport Enterprise Fund

Period: July 2022 to June 2023

Account Number	Account Name	Prior Year Ptd Revenues	Current Year Ptd Revenues	Current Year Budgeted	Current Year Ytd Revenues	Balance Uncollected	Percent Left

Airport							

600-4-482-4180-000	Airport PILOTS	16066.49	12754.88	12750.00	12754.88	(4.88)	(0.04)
600-4-482-4360-000	Airport Rental/Leases	40587.59	46883.31	112279.00	46883.31	65395.69	58.24
600-4-482-4361-000	Additional Planes	0.00	0.00	2100.00	0.00	2100.00	100.00
600-4-482-4362-000	House Rent	11324.37	10771.46	15000.00	10771.46	4228.54	28.19
600-4-482-4363-000	Airport Non-Aviation Leases	105746.00	104720.00	115140.00	104720.00	10420.00	9.05
600-4-482-4364-000	Airport Maintenance Shop Lease	12500.00	12600.00	12600.00	12600.00	0.00	0.00
600-4-482-4365-000	Airport Landing Fees	1755.00	1362.50	3000.00	1362.50	1637.50	54.58
600-4-482-4366-000	Airport Solar Lease Revenue	0.00	(3031.50)	0.00	(3031.50)	3031.50	0.00
600-4-482-4800-000	Airport Misc Revenue	1187.20	10902.88	8150.00	10902.88	(2752.88)	(33.78)
600-4-482-4801-000	Airport Vending Receipts	550.00	999.00	0.00	999.00	(999.00)	0.00
600-4-482-4820-000	Airport Interest Revenue	46.96	479.15	0.00	479.15	(479.15)	0.00
600-4-482-4840-000	Airport SMART Solar Credit Rev	2986.20	3747.81	4800.00	3747.81	1052.19	21.92
600-4-482-4930-000	Airport Bond Premiums	3606.41	0.00	0.00	0.00	0.00	0.00
600-4-482-4971-000	Airport Transfer from G/F	9900.00	20000.00	20000.00	20000.00	0.00	0.00
600-4-482-4973-000	Airport Trans from CPF	0.00	66781.46	30196.00	66781.46	(36585.46)	(121.16)
		-----	-----	-----	-----	-----	-----
	TOTAL Airport	206256.22	288970.95	336015.00	288970.95	47044.05	14.00
		-----	-----	-----	-----	-----	-----
	TOTAL Airport Enterprise Fund	206256.22	288970.95	336015.00	288970.95	47044.05	14.00

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # 2087

Board Authorizing **Appointment:** Selectboard Meeting Date: 7/10/23

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 7/10/23

Authorized Signature: _____

General Information:

Full name of employee: Jayson Scribner Department: Airport Title: Airport Grounds Maintenance
Effective date of hire: 7/11/2023

New Hire:

Permanent: X Y _____ N If temporary, estimated length of service: ____

Hours per Week: 8-10 for summer, 15-30 in the fall Union : non union

Wages:

Union: _____

Wages: Grade _____ Step _____ Wage Rate: \$15.50 (hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE:	Administrative Assistant	DATE:	May 2023
DEPARTMENT:	Town Clerk's Office	GRADE:	NAGE B
REPORTS TO:	Town Clerk	FLSA:	Non-Exempt

Statement of Duties

The Administrative Assistant assists the Town Clerk with the statutory duties and responsibilities of the office. The position requires customer service and administrative duties supporting the operations of the Town Clerk's Office in accordance with Massachusetts General Laws, Town Bylaws and regulations. This position requires a team player who is responsible and can demonstrate exemplary interpersonal skills, high integrity, and is a self-starter with excellent time management skills.

Supervision/Guidance Received

Employee works under the general supervision of The Town Clerk in cooperation with the Assistant Town Clerk.

Job Environment

Work environment is busy with frequent interruptions from the telephone, general public and other departments. Administrative Assistant is expected to locate, select, and apply the most pertinent practice, procedure, regulation, or guideline for a given situation. Employee plans and prioritizes work in response to the nature of the transaction and/or the information involved, or sought, in a particular situation. Is required to work outside of normal business hours and/or on weekends during predicted cyclic or seasonal periods. Engaging interdepartmental teamwork is essential. Errors can result in a delay of service or legal repercussions.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

- Provides general information and professional customer service.
- Answers phone, email correspondence, and postal mail daily.
- Checks "Virtual Gateway" system daily for birth and death records to be processed.
- Maintains records and processes requests for dog licenses, business certificates, public records, and birth, death and marriage certificates.

Administrative Assistant
Town Clerk's Office
Date: June 1, 2023

TOWN OF MONTAGUE JOB DESCRIPTION

- Registers and records death, birth and marriage records; sends marriage records to Registry of Vital Records.
- Issues business certificate renewal letters.
- Issues renewal letter for storage of flammables; processes registrations when received.
- Post Agendas and Time-Date stamp official records filed in the Clerk's Office.
- Assists Registrar of Voters with voter registration, census processing and street listing, certification of nomination papers and petitions.
- Swears in elected board members, issues conflict of interest, and open meeting law records.
- Assists the Town Clerk as necessary before, during, and after all elections, including non-office hours when required.
- Assists residents with "over the counter" requests for absentee and early voting. Mails absentee and early voting requests and enters voters into VRIS.
- Performs similar or related work as assigned, directed or as situation dictates. Regular attendance at the workplace is required.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent with strong computer and writing skills, and one (1) to three (3) years experience in an administrative or similar environment.

Additional Requirements

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of the following:

- Principles, practices and methods related to office procedures

Skill in:

- Communication, customer service and organization skills
- Proficiency with common office software (Microsoft Office Suite)
- Aptitude with technology (cloud/online information systems)

And the ability to:

- Manage and organize accurate, detailed records
- Handle multiple tasks simultaneously, despite interruptions
- Deal effectively with officials, employees, and the public
- Maintain patience, tact, and exercise good discretion

Administrative Assistant
Town Clerk's Office
Date: June 1, 2023

TOWN OF MONTAGUE JOB DESCRIPTION

Tools and Equipment Used

- The employee operates standard office equipment (e.g., personal computer, telephone, copier, facsimile, scanner, ballot tabulators)

Physical Requirements

The physical demands listed here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

The employee is frequently required to sit, speak, hear, and use hands to operate computer during work hours. The employee must regularly stand and walk. Vision requirements include the ability to read routine documents for analysis and general understanding and view a computer screen.

The work requires lifting boxes with printed and other materials, office equipment and supplies weighing up to 30 pounds and being able to carry a reasonable quantity of materials from places where they are stored to places where they may be used.

Work Environment

The work environment characteristics described here are representative of those that the employee encounters while performing the essential functions of this job. Reasonable accommodations are considered to ensure individuals with disabilities can perform essential functions.

Administrative work is performed under typical office conditions with constant interruptions.

Volume of work is subject to seasonal and cyclic variations. The employee is required to work beyond the normal work day during peak periods including nights and weekends, such as during elections.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

Steven E. Ellis
Town Administrator

Date _____

Selectboard Chair

Date _____

Administrative Assistant
Town Clerk's Office
Date: June 1, 2023

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # 1553

Board Authorizing **Appointment:** Selectboard Meeting Date: 7/10/2023

Authorized Signature: _____

Board Authorizing **Wages:** Selectboard Meeting Date: 7/10/2023

Authorized Signature: _____

General Information:

Full name of employee: Anne Stuart Department: Health

Title: Administrative Assistant Effective date of hire: 7/12/23

New Hire:

Permanent: Y X N If temporary, estimated length of service: 2 Months

Hours per Week: Up to 17 Union:

Wages:

Union:

Wages: Grade Step Wage Rate: 23.72 (hourly)

Notes: Appointed on per diem basis until full time administrative assistant hired and trained

Copies to:

Employee

Treasurer

Town Clerk

Department

Accountant

Board of Selectmen

Retirement Board

Memorandum of Agreement

July 10, 2023

NOW COMES the Town of Montague ("Town"), acting by and through its Selectboard, and the United Electrical, Radio & Machine Workers of America, Local 274 ("Union"), and hereby enter into this Agreement for good and valuable consideration.

WHEREAS, the Town and the Union are parties to a collective bargaining agreement ("CBA") covering a bargaining unit comprised of employees within the Department of Public Works ("DPW") and Water Pollution Control Facility ("WPCF") for the period of July 1, 2022 to June 30, 2025;

WHEREAS, the Town has recently created the position of Lead Collection System Operator ("LCSO") within the DPW;

WHEREAS, the LCSO position, the duties of which are set forth in the attached Job Description, is covered by the Recognition clause of the parties' CBA;

WHEREAS, the position of LCSO represents a new function within the Town and its job description reflects the currently contemplated responsibilities associated with the position, as well as other regular DPW duties to be performed when activities related directly to the collection system are not required;

WHEREAS, the Town has bargained in good faith with the Union over the placement of the LCSO position on the applicable Wage and Classification schedule, which is set forth in Appendix B of the parties' CBA;

Section D of Article 12 (Wages) of the parties' CBA pertains to the award of step increases to members of the bargaining unit and members' wages following his/her promotion to a higher grade; and

WHEREAS, the parties wish to amend Section D of Article 12 and Appendix B to reflect their agreement on the placement of the LCSO on the Wage and Classification Schedule and the resulting wage increase of the employee who is selected to fill this position.

NOW, THEREFORE, the parties agree to amend the CBA as follows:

1. Article 12 (Wages)

Amend Section D to read as follows:

"Step increases shall go into effect on July 1st of each year. Newly hired, transferred and promoted employees must be working in their June 30th grade/step on or before March 31st of a calendar year to be eligible to the step increase on July 1st of that calendar year. When an employee successfully bids on a job in a higher labor grade, he/she shall be placed in the higher grade in the Step that allows for a ~~\$1.50~~ per hour increase. Should the salary schedule for the person being promoted not include an

Deleted: 0.95

option that meets the minimum \$1.50 per hour increase, they will be appointed to the highest available step on that scale.”

2. **Appendix “B” (Hourly Wages, Jobs and Classifications)**

Amend to reflect the addition of the position of Lead Collection System Operator at Grade E within the Montague DPW.

3. **Review of Job Description**

The Town and the Union shall review the job description for the LCSO position prior to June 30, 2024 to consider the extent to which collection system responsibilities of the LCSO position leave time for other non-emergency DPW tasks, and to amend the position description to accurately reflect the position’s evolving responsibilities.

For the Town, Montague Selectboard

For the UEW, Local 274

**TOWN OF MONTAGUE
JOB DESCRIPTION**

POSITION TITLE:	Collection System Lead Operator	DATE:	March 2023
DEPARTMENT:	Department of Public Works	GRADE:	E
REPORTS TO:	DPW Superintendent	FLSA:	Non-Exempt

Statement of Duties

Position is responsible for leading implementation of the department's maintenance of the Montague collection system inclusive of its wastewater and stormwater systems, catch basins, and related structures. Regular responsibilities to include the identification of required work activities, implementation and documentation of required maintenance, and lead-level support for incident-based and routine reporting related to the collection system. This position will maintain regular and effective communication between the DPW and the Clean Water Facility on areas of mutual operational concern.

At the discretion of the DPW superintendent or Foreman, when time allows this position will assist with other DPW activities in a fashion similar but not limited to that of a Truck Driver/Laborer. This may include providing semi-skilled and unskilled labor in areas of maintenance and repair for the Public Works Department. These additional responsibilities will reasonably include ensuring the safety and cleanliness of town streets and roadways, ensuring the proper working condition of equipment and supplies, and performing a variety of equipment operation, maintenance and repair duties.

Supervisory Responsibilities

Employee leads an in-field staff as may be assigned by the DPW Superintendent or DPW Foreman to operate and maintain equipment and systems related to the collection system and catch basins and any related structures. According to established procedures and rules, employee is responsible for establishing work procedures and performance standards related to collection system maintenance, scheduling work, assigning and reviewing work, providing employee performance feedback, new employee orientation, and training. The employee may assist with staff recruitment. The employee elevates reports of employee performance to the DPW Superintendent but does not have decision making authority relative to these matters.

The nature of work fluctuates throughout the year. Increases in workload can usually be planned for in advance, except for some weather emergencies.

Supervision/Guidance Received

Employee plans, prioritizes, and performs work in accordance with standard practices and previous technical training. Employee is expected to solve problems by interpreting instructions accordingly, and by applying known collection system maintenance and tracking techniques and reporting requirements to the performance of work related to the collection system and related structures. Instructions for new assignments or special projects usually consist of statements of

Collection System Lead Operator
Department of Public Works
July 2023

TOWN OF MONTAGUE JOB DESCRIPTION

desired objectives, deadlines, and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy, regulatory, or other requirements; the methods used in arriving at the result are not usually reviewed in detail.

Job Environment

Position responsibilities require knowledge of regulations, and the use of judgment and initiative, to perform maintenance, reporting and supervisory functions. Work requires examining, analyzing and evaluating facts, and circumstances surrounding individual projects or situations, and determining actions to be taken within the limits of standard or accepted practices. Employee is expected to resolve problems using judgment to analyze situations and determine appropriate actions. Errors can result in delay of work projects, poorly constructed and maintained roadways and facilities, damage to costly equipment, damage to public safety, misuse of manpower and materials and legal repercussions.

The position has occasional contact with the public in person, on the telephone and in writing for the purpose of responding to inquiries and complaints and providing information and assistance. The position has regular contact with other town departments, employees, and contractors for the purpose of giving or receiving information; coordinating activities; and providing information and assistance regarding departmental operations. Contact usually occurs in person, in writing via email, or on the phone.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of, the position.

Essential Functions

1. Responsible for implementation of required maintenance and improvements to the collection system and related structures, including routine requirements prescribed by policy or regulation, and emergency situations as may arise.
2. In collaboration with other staff, maintains the town's collection system, monitors equipment; builds and maintains catch basins; installs, rebuilds or replaces sewer lines, storm drainage lines and manholes.
3. Confers with the DPW superintendent and DPW Foreman to identify and prioritize needed maintenance and improvements as related to the collection system and related structures.
4. In collaboration with the DPW Superintendent, advises Town departments and boards regarding maintenance and improvement needs of the collection system and its related structures in support of capital project planning.

Collection System Lead Operator
Department of Public Works
July 2023

TOWN OF MONTAGUE
JOB DESCRIPTION

5. Collects and inputs routine and ad hoc/emergency reporting data to ensure compliance with policies and regulations. Reports developed for state or federal agencies are to be reviewed and submitted by the DPW superintendent, unless in-field reporting is time-sensitive. In these instances, the DPW Superintendent will perform post hoc review and issue any needed revisions as needed.
6. Conducts regular required and event-prompted inspections of CSO structures, CSO outfalls, the Millers Falls Flume and the Avenue A Buffer Line.
7. Inspects and operates the Avenue A Buffer Line in response to CSO or other events. Ensures proper cleaning and maintenance. Consults with CWF staff prior to evacuating the buffer line.
8. Conducts investigative operations to diagnose collection system function, including but not limited to dye testing, smoke testing, and CCTV camera work.
9. Identifies potential vendors and seeks quotes as needed. Coordinates with vendors to ensure that work performed on the collection system and its related structures is accomplished as per contract.
10. Has site control while in the field performing inspections, cleaning, and routine maintenance of the collection system and its related structures. In-field supervision will be performed in collaboration with the DPW Foreman in those instances where there is an overlap in responsibilities, with the DPW Foreman having final supervisory responsibility.
11. Operates and provides training to others in relation to specialized vehicles and equipment, including GIS and other computer-dependent reporting systems, required to maintain the collection system and related structures.
12. Enters data into computer database related to catch basin locations, sewer flow data, marking out deadheads, and separating out sewer from storm drainage lines, and any other similar tasks.
13. Maps location of sewer collection lines for flow and size of pipes.
14. Maintains collection system-related web page including CSO/SSO Notification/Advisory pages to ensure timely updating in accordance with policy and regulations.
15. Additional responsibilities may include those tasks regularly or occasionally performed by other members of the DPW staff for which the individual is qualified to perform, similar but not limited to responsibilities outlined in the DPW Truck Driver Laborer job description.
16. Operates a variety of vehicles and equipment including motor driven vehicles and equipment including trucks with a rated capacity of more than 26,001 lbs., vac truck, sewer cameras, sewer rodder, loaders, backhoes, dump trucks, pavers, and jackhammers; ensuring that all safety precautions are followed.

Collection System Lead Operator
Department of Public Works
July 2023

TOWN OF MONTAGUE JOB DESCRIPTION

17. Performs CDL circle check; lubricates, adds oil, inflates tires and otherwise services equipment to ensure proper operation; reports any malfunctions to supervisor, and may assist in making minor repairs and maintenance.
18. Prepares for and responds to seasonal challenges including snow removal, snow and storm water, flooded areas, construction projects, and repair and maintenance of equipment and machinery.
19. As requested, participates in all snow and ice removal operations and other emergencies declared by the department.

Recommended Minimal Qualifications

Education and Experience

A candidate for this position should have a High School diploma or equivalent, and 3 to 5 years or more experience in a similar position, including experience with use of computer programs and software, operation of heavy equipment, trucks, and construction work or equivalent education and experience. Experience operating a sewer vac truck and robotic sewer camera strongly preferred.

Additional Requirements

A candidate for this position is required to have a valid Class B commercial driver's license (CDL), and an air brake and tanker endorsement within 90 days of hire, and able to obtain a hoister's license within a year.

- Must be able to obtain NASSCO Certification in the following areas within one year of hire: Pipeline Assessment Certification (PACP), Lateral Assessment Certification (LACP) and Manhole Assessment Certification (MACP)
- Must be able to obtain Grade III Collection System License with 18 months of hire.

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of:

- Materials, methods, and current practices essential to the maintenance of town collection system and related structures.

Skill in:

- Ability to supervise a maintenance task or work site
- Safe and effective equipment, materials and vehicle operation techniques
- Proficiency with computer and web-based software

Collection System Lead Operator
Department of Public Works
July 2023

TOWN OF MONTAGUE JOB DESCRIPTION

And ability to:

- Read, interpret and explain maps and engineering plans, understand complex codes and regulations
- Follow directions and instruct others
- Maintain records and prepare reports
- Update computer based data systems

Tools and Equipment Used

Equipment operated includes trucks in excess of 26,001 lbs, light truck, automobile, heavy equipment, light equipment, pneumatic tools, power tools, hand tools and office machines.

Physical Requirements

The employee is frequently required to stand, walk, sit, speak, hear, use hands to operate equipment, and drive motor equipment during work hours. The employee regularly lifts or carries up to 60 pounds and occasionally lifts up to 100 pounds. Normal vision is required for this position.

Work Environment

Employee works at loud construction sites and is exposed to outdoor weather conditions, fumes and/or airborne particles, wastewater, moving mechanical parts and extremes of temperature constantly; high places, toxic and/or caustic chemicals, occasionally.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Approved:

Town Administrator

Date _____

Selectboard Chair

Date _____

Collection System Lead Operator
Department of Public Works
July 2023

**Town of Montague
Personnel Status Change Notice
New Hires**

Employee # 1800

Board Authorizing **Appointment**: Selectboard Meeting Date: 7/10/23

Authorized Signature: _____

Board Authorizing **Wages**: Selectboard Meeting Date: 7/10/23

Authorized Signature: _____

General Information:

Full name of employee: Kyle Bessette Department: DPW

Title: Collections System Lead Operator Effective date of hire: July 1, 2023

New Hire:

Permanent: X Y N If temporary, estimated length of service:

Hours per Week: 40 Union : UE

Wages:

Union: UE

Wages: Grade E Step 4 Wage Rate: 26.40 (hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

**AGREEMENT BETWEEN
TOWN OF MONTAGUE
and
STEVEN F. ELLIS**

This Agreement, entered into this 26th day of June 2023, by and between the TOWN OF MONTAGUE, Massachusetts, a municipal corporation, having a usual place of business at Town Hall, One Avenue A, Turners Falls, Massachusetts, party of the first, hereinafter referred to as Town, acting through its Selectboard, hereinafter referred to as Board, and STEVEN F. ELLIS, party of the second part, hereinafter referred to as Employee, WITNESSETH:

WHEREAS, the Town desires to engage the services of Employee to hold the position of Town Administrator.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Town Administrator.

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows;

1. Duties

- A. The Town agrees to employ Employee as Town Administrator to perform the functions and duties specified in the Job Description attached hereto and marked Exhibit "A" and to perform other legally permissible and proper duties and functions as the Board may from time-to-time assign.

2. Term

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.
- C. Employee agrees to remain in the employ of the Town from the commencement date of this contract on July 1, 2023 until June 30, 2026 and neither to accept other employment nor to become employed by other employer until said termination date is affected as hereinafter provided. Before the end of the three-year term of this Agreement, both parties shall meet to negotiate a new agreement. The term "employed" shall not be

construed to include occasional teaching, performing, writing or consulting performed on Employee's time off.

3. Suspension

- A. The Board may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if, (1) a majority of the Board and Employee agree, or (2) after a public hearing, a majority of the Board votes to suspend the Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges.
- B. The Board may suspend Employee without pay for just cause at any time during the term of this Agreement, but only if, (1) a majority of the Board and Employee agree, or (2) after a public hearing, a majority of the Board votes to suspend, provided that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board members bringing such charges.

4. Termination and Severance Pay.

- A. In the event that Employee is terminated by the Board before the expiration of the aforesaid term of employment and during such time Employee is willing and capable of performing his duties under this Agreement, the Board agrees to give the Employee nine (9) months' notice, and shall, upon mutual agreement of the parties, either continue in the employ of the Town, or in the alternative, to receive a cash sum equal to the salary that would have been actually earned during said nine month period, less applicable withholding and deductions. Said salary to include any and all benefits currently being provided to the employee.
- B. In the event the Town at any time during the term of this Agreement reduces the salary, compensation or other financial benefits of the Employee by five (5) per cent or more, or in the event the Town refuses following written notice, to comply with any provisions benefiting Employee herein, or Employee resigns following a request by the Board that he resign, then in that event, Employee may at his option, be deemed "terminated" at the date of such reduction, or such refusal to comply, or such request, within the meaning and context of the herein severance pay provision.
- C. In the event Employee voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then Employee shall give the Board thirty (30) days written notice in advance, unless the parties otherwise agree. In the event of a voluntary resignation of Employee, such benefits as are enumerated in Section 4, paragraph A and B hereinabove, shall not apply.

5. Salary

- A. The Town agrees to pay the employee for his services a base salary of \$124,233 for FY2024. This results from placement of the employee on his current grade and step (Grade J, Step 10) of the Town's Classification Plan. Employee shall also be entitled to annual step increases on July 1st, until reaching the top step of his grade during any subsequent year of the contract. He shall also receive a cost of living adjustment, or other additional compensation, which may be granted by the Selectboard to other non-union personnel during each of the contract years.
- B. If the Grade level or scale associated with this position is amended during the term of this agreement and a new wage and classification plan through Town Meeting vote, the basis for the Employee's base compensation rate will be amended to reflect the new scale. Following any such change, the contract will be re-opened to consider the Employee's placement (step level) on the existing or new scale.

6. Performance and Evaluation

- A. The Board shall normally review and evaluate Employee's performance annually and shall maintain consistency with the performance evaluation schedule implemented for all other employees. All performance reviews shall be in accordance with specific criteria developed jointly by the Board and Employee. The Chairman of the Board shall provide the Employee with a summary written statement of the finding of the Board. The Board shall provide an adequate opportunity for Employee to discuss his evaluation with the Board before the review is made part of Employee's personnel records.
- B. Performance appraisals shall be performed in accordance with the evaluation and goal-setting instrument contained in Appendix B attached.

7. Hours of Work

- A. Employee's work week shall ordinarily consist of thirty seven and one half (37.5) hours, beginning on Mondays and ending on Thursdays, including the hours required by mandatory attendance at Selectboard Meetings.
- B. It is recognized that the duties of the position often require attendance at one or more additional night meetings. Employee shall be allowed to take compensatory time off for such meetings within the policy guidelines to be established by the Board, and when workload permits. The current guidelines provide for accumulation of comp time up to a maximum of 75 hours.

8. Automobile

- A. If it should be necessary at any time for Employee to use his personal automobile for travel in connection with the performance of his official duties, he shall be reimbursed at the IRS approved rate provided by the Town to its other employees.

9. Vacation, Sick Leave and Personal Leave

- A. Employee shall be entitled to four (4) weeks' vacation with pay during each of the twelve (12) month periods of employment. Such vacation shall be taken at such time, or times, approved by the Selectboard. Up to two (3) weeks of vacation may accumulate from year to year if not all taken in one 12-month period of employment, due to work schedule. The Selectboard, at its sole discretion, may authorize the Town Administrator to carry forward an additional week of vacation. Unused vacation may be exchanged for cash compensation upon the conclusion of his employment.
- B. Employee shall be entitled to health and life insurance, and sick leave benefits as provided to other non-affiliated employees of the Town, including a sick leave buyback of up to twenty five percent (25%) of an employee's unused sick leave upon an approved retirement under the town's retirement plan. The amount of the buy back shall not exceed Thirty Five Hundred Dollars (\$3,500.00).
- C. Employee shall be entitled to holiday and personal leave benefits as provided to other non-affiliated management employees of the Town.
- D. Employee shall be entitled to use vacation in a manner that allows a full two (2) week vacation at least one time per year at his discretion.

10. Other Benefits

- A. Employee shall also be entitled to any bereavement, insurance, deferred compensation, or any other benefits generally available to full-time Town personnel under the same terms unless specifically limited under the terms of this agreement.

11. No Reduction in Benefits

- A. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Employee, except to the extent such a reduction is across the board for all employees of the Town.

12. Dues and Subscriptions

- A. The Town agrees to budget and pay for professional dues and subscriptions of the Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued

professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the Town Administrator's budget, and shall be no less than three hundred dollars per year.

13. Professional Development

- A. The Board recognizes its obligations to encourage the professional development of the Employee and agrees that the Employee shall be given adequate opportunity to develop his skills and abilities as a professional in Town government. Accordingly, Employee will be allowed to attend the annual conference of the M.M.A. and/or similar organizations each year in addition to other courses, seminars, meetings, conferences and conventions subject to the approval of the Board. These costs are to be included as part of the Town Administrator's budget and are to be no less than \$2,500 per year.

14. Indemnification

- A. To the extent permitted by law, the Town shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Administrator. In the event that the employee leaves the employ of the town, said coverage shall continue for any actions originating during his tenure of employment. The Town agrees to pay the amount of any settlement or judgement rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgement rendered thereon without recourse to the Town Administrator.
- B. In connection with those claims or suits involving the Employee in his professional capacity and covered under Section 14.A above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Employee (including all fees and costs) or reimburse the Employee for any reasonable attorneys' fees and costs incurred by the Employee or in connection with same, provided that the Employee submits proper invoices and evidence of payment of same.
- C. This indemnification shall also apply to the Town Administrator after he leaves the employment of the Town.
- D. This section shall survive the termination of the agreement.

15. Other Terms and Conditions of Employment

- A. The Board, in consultation with Employee, shall fix any terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town By-laws or any other law.

16. Notices

- A. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Employee, or to the Town Clerk's Office in Montague, Massachusetts, in the case of the Town.

17. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- B. This Agreement may be amended at any time by mutual consent of the parties except as otherwise provided herein. No changes to express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.
- C. If the employee is at any time absent without leave from his duties for a period of seventy-two (72) hours or more, Employee may be deemed to have voluntarily resigned. Said determination to be made at the option of the Board.
- D. This Agreement shall be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its corporate name by the Selectboard and STEVEN F. ELLIS has set his hand and seal, as of the day and year first written above.

Selectboard

Town Administrator

Richard J. Kuklewicz, Chair

Steven F. Ellis

Christopher M. Boutwell, Sr., Vice Chair

Matthew Lord, Clerk

From:

[John Petrin](#)

To:

Graduation - MMA-Suffolk Certificate in Local Government Leadership & Management
Wednesday, June 14, 2023 1:54:03 PM

I am writing to inform you that an employee from your organization is about to graduate from the MMA/Suffolk Certificate in Local Government Leadership & Management. Since the program started in 2011, we have graduated 18 classes with approximately 400 students. The Dartmouth and Grafton classes will be the 19th and 20th classes to graduate with a total of 37 students from 29 different cities and towns.

As the Certificate Liaison and an instructor in the program, I can tell you that this was an amazing group of students. I truly enjoyed the time I spent with them. They were inquisitive and were not afraid to get into difficult discussions on issues of our time. They have committed 25 Fridays over the last year to the zoom classroom as well as many hours of reading, classwork and writing papers for their professors. The professors have all commented to me as to how they each enjoyed the enthusiasm of the students in these 2 classes.

On behalf of MMA and Suffolk, I want to thank you for sending to us a group of energetic and bright professional municipal employees. They have done our profession proud. After all their work they are now ready to graduate.

The MMA and Suffolk University would like to invite you to attend the graduation of your professionals from this program. The graduation will take place on Tuesday, June 27 at 5:00 pm and will be held at the Suffolk University Moakley Center (5th Floor) at 120 Tremont St. in Boston. This is right across the street from the Granary Burial Ground. The program should take about an hour and a half. The main graduation speaker will be Lieutenant Governor Kim Driscoll. The program will start promptly at 5:00 pm so that we ask that you please arrive by 4:30 - 4:45 pm.

If you have any questions, please feel free to contact me. Hope to see you at graduation.

John Petrin, Senior Fellow & Certificate Liaison
Moakley Center for Public Management
Suffolk University 781-552-
1074

MMA-SUFFOLK GRADUATION Tuesday, June 27 5:00 PM
Suffolk University Moakley Center (5th Floor) 120 Tremont St., Boston

Letter Of Agreement

Town of Montague, Kearsarge Montague BD LLC, & Judd Wire, Inc

Agreement Number: JW FAC 2023.001

Effective Date: 01 JUL 2023

Expiration: Indefinite

Agreement For: Occasional Use, Light Storage & Liability for Access under Solar Panel Area bordering Judd Wire

This agreement provides Judd Wire and its employees permission to park vehicles, store light, temporary items and occasional use with picnic tables in and around the southern-most area of the Solar Panel Area which directly borders Judd Wire property located off Sandy Lane, Turners Falls, MA 01376. Anything stored in this area will be removed, within 24 hours, upon notice from Town of Montague and/or Kearsarge Montague BD LLC. All liability caused or incurred by Judd Wire and its employees will be the responsibility of Judd Wire, copies of Judd Wire liability insurance will be sent to all parties. Judd Wire agrees to maintain the landscaping needs (mowing, weeding) of the area bordering Judd Wire and the areas under the Solar Panel Area.

Section 1 Term

This agreement can be terminated anytime as seen fit by either parties.

Section 2 Terms of Agreement

Judd Wire, Inc to furnish Kearsarge Montague BD LLC & Town of Montague with Judd Wire's certificate of insurance liability information.

Judd Wire, Inc to accept liability for any issues caused by its use of the area.

Judd Wire, Inc to remove anything stored under the Solar Panel canopy with 24 hour advance notice in order to enable Kearsarge to perform any unplanned required maintenance or repairs.

Section 3 Compensation

None

Section 4 Liability

Judd Wire, Inc agrees to defend, indemnify, and hold Kearsarge Montague BD LLC and Town of Montague harmless from and against any and all losses, claims, demands, liabilities, or causes of action of every kind and character in favor of any person or party, for injury to or illness or death of any person or party, or for any property damage arising out of or incident while on-site hereunder, unless due to the negligence of Kearsarge Montague BD LLC or Town of Montague.

Kearsarge Montague BD LLC Representative Signature:

Town of Montague Representative Signature:

Judd Wire Representative Signature:

The Commonwealth of Massachusetts

Office of the Inspector General



Hereby designates

Steven Ellis

as a

**Massachusetts Certified Public Purchasing Official
(MCPPO)**

February 11, 2023

This designation expires three years from the date of issuance

Jeffrey S. Shapiro

Inspector General

