

## **MONTAGUE SELECTBOARD MEETING**

**VIA ZOOM**

**Monday, October 23, 2023**

### **AGENDA**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/89840674410?>

**Meeting ID:** 898 4067 4410 **Passcode:** 302892

**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. 6:30 PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Selectboard Minutes from October 2 and 16, 2023
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:34 Maureen Pollock, Town Planner
  - Execute Municipal Vulnerability Preparedness Program Grant Agreement to complete the MVP 2.0 Pilot Process, \$29,000
5. 6:40 Personnel Board  
Eileen Seymour, Treasurer/Collector
  - Request for special article to allow payment of FY23 out of grade pay due to Charlene Langenback  
Tom Bergeron, DPW Superintendent
  - Request to Appoint Aiden Bailey, Student Intern for the 2023/2024 School Year, \$16.00/hr, 0 – 40 hrs/week  
Steve Ellis, Town Administrator
  - Discussion of pending UEW MOA
    - Truck Driver/Laborer in Training
    - Lead Heavy Equipment Operator
    - Custodian Services
    - Uniform Allowance
6. 7:00 Al Cummings, Trustees of the War Memorial Committee
  - Annual Rag Shag Parade, October 31, 2023, 6:00 PM to 8:00 PM, From Aubuchon Parking Lot, down Avenue A to the Discovery Center Parking Lot
7. 7:05 FY25 Budget
  - Review Preliminary Revenue Projections and Consider Excess Levy Capacity Options

**Montague Selectboard Meeting**

**October 23, 2023**

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8. 7:25 Town Administrator's Business
- Execute contract with Johnson Asphalt Paving, LLC of Northfield for Crack Sealing and Line Striping at the Unity Park Parking Lot and Walkway, \$5,850.00
  - Discuss FY25 IT Procurement
  - Falls Fest 2024 Plans
  - Topics not anticipated within the 48hr posting

**OTHER:**

**Next Meeting:** Selectboard, Monday, October 30, 2023 at 6:30 PM, via ZOOM

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**The TOWN OF MONTAGUE**  
**AND**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
**To Provide Technical and Administrative Assistance**  
**for the Montague MVP 2.0 Project**

This Memorandum of Understanding (hereinafter referred to as “Agreement”) is by and between the Town of Montague, Massachusetts (hereinafter referred to as the “Town”), having a usual place of business at 1 Avenue A, Turners Falls, MA 01376, and the Franklin Regional Council of Governments, hereinafter called ‘FRCOG’, doing business at 12 Olive St. Ste 2, Greenfield, MA 01301. This agreement is effective as of October 1, 2023.

Whereas the TOWN proposes to engage the FRCOG for the completion of the tasks outlined in Article 2 – Scope of Services.

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

**ARTICLE 1 ENGAGEMENT OF THE FRCOG**

The TOWN hereby engages the FRCOG and the FRCOG hereby accepts the engagement to perform services in connection with the preparation and completion of the tasks specified in the Scope of Services identified in Article 2.

The TOWN may terminate this Agreement for nonperformance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the TOWN to the FRCOG that the Agreement or any portion thereof is to be terminated, the FRCOG shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the FRCOG and shall transmit the same to the TOWN on or before the fifteenth (15th) day following the receipt of the written notice of termination together with evaluation of the cost of the work performed. The FRCOG shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to the FRCOG.

In the event that there is a disagreement between the FRCOG and the Town, the terms of this Agreement for Services shall control.

## ARTICLE 2 – SCOPE OF SERVICES of THE FRCOG

FRCOG will provide technical assistance and administrative support to the Town of Montague to complete steps 1-7 and step 9 of the TOWN'S MVP 2.0 Process Project. The deliverables for each step will be emailed to the MVP Regional Coordinator before moving to the next step.

**Step 1: Groundwork:** FRCOG staff will work with Montague staff to complete the Groundwork process and Part A of Montague's Social Resilience Roadmap to identify perspectives and lived experience within Montague that will be important to include in the Core Team. **Deliverable:** Completed Part A of Montague's Social Resilience Roadmap.

**Step 2: Recruiting Core Team:** FRCOG staff will assist Montague staff in recruiting the Montague MVP 2.0 process Core Team that includes members that will serve as community liaisons with strong connections to EJ and other priority populations in the community. **Deliverable:** Email list of Core Team members.

**Step 3: Core Team Training:** FRCOG staff will lead the Core Team training and facilitate the three guided discussions for the Climate Resilience Video Modules. **Deliverable:** Completed discussion guides for the Climate Resilience Video Modules.

**Step 4: Uncovering Social Resilience:** FRCOG staff will provide guidance and support to the Core Team in completing the Uncovering Social Resilience process, including guidance on outreach and engagement approaches and information collection. FRCOG staff will work with community liaisons on the Core Team to lead inclusive and equitable community outreach and engagement activities to gather insight on sources of vulnerability and resilience in the community and complete Part B of the Social Resilience Roadmap. **Deliverable:** Completed Engagement Plan. Completed Part B of the Social Resilience Roadmap.

**Step 5: Revisiting Resilience Priorities:** FRCOG staff will facilitate up to three workshops or meetings with the Core Team to revisit and update Montague's resilience priorities and vet the updated priorities with the community. **Deliverable:** Completed Resilience Priorities Guide.

**Step 6: Selecting Seed Project and Step 7: Seed Project Implementation Plan:** FRCOG staff will facilitate three meetings with the Core Team to select a Seed Project and to draft and revise the Seed Project Implementation Plan. If needed, FRCOG staff will coordinate with a subject matter advisor to support the development of the Seed Project Implementation Plan. **Deliverable:** Seed Project Implementation Plan.

**Step 9: Reflecting, Adjusting and Next Steps:** FRCOG will facilitate one meeting of the Core Team to reflect on the MVP 2.0 process. **Deliverable:** Final submission form for MVP Program, including deliverables, photos and invoices to close out project.

**Administrative tasks:** FRCOG staff will provide administrative support to the town for this project, including coordinating with the Montague Town Planner to manage the project, including scheduling meetings or events, overseeing logistics, and monitoring the completion of deliverables and submissions for completing the grant process.

Project Budget		
Task	Hours @ \$75/hr	Total Cost
Step 1: Groundwork	24	\$1,800
Step 2: Recruiting Core Team	40	\$3,000
Step 3: Core Team Training	30	\$2,250
Step 4: Uncovering Social Resilience	90	\$6,750
Step 5: Revisiting Resilience Priorities	50	\$3,750
Step 6: Selecting Seed Project	40	\$3,000
Step 7: Seed Project Implementation Plan	40	\$3,000
Step 9: Reflecting, Adjusting, and Next Steps	10	\$750
<b>Total Staff Costs</b>	<b>324</b>	<b>\$24,300</b>
<b>Direct Costs</b>		
Subject Matter Advisor(s)		\$800
Step 4 Engagement		\$2,000
Step 5 Engagement		\$950
Step 6 Engagement		\$950
Total Direct Costs		<b>\$4,700</b>
<b>TOTAL PROJECT COST</b>		<b>\$29,000</b>

The FRCOG shall perform the professional services in accordance with this Agreement.

The FRCOG shall receive prior approval from the TOWN for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The FRCOG is advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of TOWN and any work performed without the prior written agreement of the TOWN, shall not be considered as work under this Agreement and payment for such work will not be allowed. The FRCOG shall complete all work as specified in this Article.

### **ARTICLE 3 – TIME OF PERFORMANCE**

The time period covered under this agreement is from October 1, 2023 through June 30, 2025. This Agreement may be extended by mutual written consent of the parties.

### **ARTICLE 4 RESPONSIBILITIES OF THE TOWN**

TOWN shall make available to the FRCOG copies of all available information pertinent to the project.

### **ARTICLE 5 PAYMENTS**

The FRCOG shall be compensated on a cost reimbursement basis for services to be performed under this Agreement.

First class transportation and alcohol expenses are prohibited.

Payment will be made after the submission of an invoice in accordance with this section and the Scope of Services and typically within two weeks after receipt of invoice from the FRCOG.

The amount to be paid to the FRCOG in this Agreement shall in no event exceed **\$29,000.00.**

### **ARTICLE 6 OWNERSHIP OF WORK PRODUCT**

All “Work Product” is public information. “Work Product” consists of all reports, notes, plans, creative materials and other information prepared by the FRCOG under this Agreement. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. All

material produced under the terms of this Agreement is public property and cannot be copyrighted.

#### **ARTICLE 7 SEVERABILITY & APPLICABLE LAW**

In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

#### **ARTICLE 8 AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

#### **ARTICLE 9 ASSIGNABILITY**

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the TOWN. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the TOWN.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

No officer, employee, agent, or member of FRCOG or the TOWN shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of FRCOG or the TOWN, whether such interest is direct or indirect. FRCOG and the TOWN shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

#### **ARTICLE 11 NON DISCRIMINATION**

The FRCOG shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

#### **ARTICLE 12 INDEMNITY and INSURANCE**

The TOWN shall indemnify the FRCOG from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

FRCOG shall indemnify the TOWN from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the FRCOG's performance under this agreement but only to the extent and in an amount the FRCOG would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L.c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts

#### **ARTICLE 13 FORCE MAJEURE**

Neither the FRCOG nor the TOWN shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are not limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

#### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

#### **ARTICLE 15 – VIOLATION OF LAW**

The FRCOG shall strictly observe and comply with all federal, state and local laws and regulations which may govern the work to be performed as herein specified.



## **ARTICLE 16 – AVAILABILITY OF FUNDS**

The compensation provided by this Agreement is subject to the continued availability of Commonwealth of Massachusetts MVP grant funds and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder.

## **ARTICLE 17: MARGINAL HEADINGS, PRONOUNS**

The marginal headings used in this Agreement are for convenience only and shall not be deemed to be a binding portion of this Agreement. The pronouns he, she, or it, are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

## **ARTICLE 18- - ENTIRE UNDERSTANDING**

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the dates written below:

For the TOWN OF MONTAGUE:

\_\_\_\_\_  
NAME:  
TITLE :

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
NAME:  
TITLE :

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
NAME:  
TITLE :

\_\_\_\_\_  
Signature Date

For the FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS:

\_\_\_\_\_  
Linda Dunlavy  
Executive Director

\_\_\_\_\_  
Signature Date

The Franklin Regional Council of Governments (FRCOG) does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication with respect to programs and services of the FRCOG should contact the American with Disabilities Act (ADA) Compliance Coordinator [civilrights@frcog.org](mailto:civilrights@frcog.org) .

For FRCOG Use Only

Contract Reviewed by Procurement: \_\_\_\_\_ Finance: \_\_\_\_\_ Grant Line # \_\_\_\_\_  
Initial Initial



**Town of Montague**  
**SPECIAL ARTICLE REQUEST**  
**NON-CAPITAL EXPENSE**

**FY 24**

*This form is intended for use with capital article submissions < \$25,000 with a lifespan of less than 5 years.*

***Please complete this form in its entirety!***

Department:	Treasurer/Collector	Submitted by:	Eileen Seymour
Item/Project Cost:	\$1,973.89	Date Prepared:	10/18/2023
Item/Project Title:	Payment to employee for out-of-grade duties in January – March 2023		

**Proposed Article Wording:**

To see if the town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide the sum of \$1,973.89 or any other amount for the purpose of retroactive out-of-grade pay, or pass any vote or votes in relation thereto.

**Description:** *(Provide a full description of the item or service to be purchased. This will be used for background information. Use attachments as needed.)*

In September of 2023 it was brought to my attention that when I was out of the office due to a medical condition beginning January 4, 2023, and through my full return to work on March 13, 2023, Charlene was entitled to out-of-grade pay for performing my duties. Since I am not a union member, I was not aware of this clause which is outlined in the NAGE contract that ended 06/30/2023. According to the contract, Charlene was entitled to out-of-grade pay after I was out for 4 consecutive weeks, so that would begin on the 5<sup>th</sup> week. I have provided the breakdown below. I respectfully request that although this request is outside of the timeline dictated by the NAGE contract that Charlene be paid what was due to her as this was an oversight on my part. She performed the extra duties required and I would like to see her fairly compensated.

**Weekly:**

G1 (Eileen's grade) - \$1,231.56

Charlene - \$873.60

Per week - \$357.96 X 5 weeks = \$1,789.80

G1 weekly pro-rated for 18 hours (\$1,231.56/35\*18) = \$633.37

Charlene - \$24.96\*18 hours = \$449.28

\$633.37 - \$449.28 = +\$1,789.80 = \$1,973.89

**Enter response**

**Have you received an estimate as a basis for cost? (yes/no)**

--

- If yes, please attach estimate

**Are grant or other funds available to offset cost? (yes/no)**

No
\$
%

Please specify grant program/source of funds

Value of the offset

## Probability of availability

**Will this be a lease or a recurring expense? (yes/no)**

No

If yes, over how many years:

If yes, will payment vary (yes/no; attach payment plan):

**Will this item or project replace old equipment? (yes/no)**

No
\$

If replacement, estimate surplus value:

**Is this expected to require other investments? (yes/no)**

No
\$ + / -
\$

Increased(+) /decreased(-) operational cost (if no, "0")

Increased(+) /decreased(-) equipment or material cost (if no, "0")

**Why is it essential that the Town makes this purchase in the coming fiscal year?**

*Examples/Key Criteria: Public or employee safety, cost avoidance, improved service, maintenance of service, state or federal compliance, ordered action, use of matching funds, continuation funding for previously approved request, etc.*

**Relative Priority**

Overall priority of this item or project to the Town

Critical

☐

High

☐

Moderate

☐

Low

☐

If you are submitting more than one project, how does this rate relative to the others

First

☐

Second

☐

Third

☐

Fourth or Lower

☐

Comments on relative priority:

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Final recommendation of Finance Committee:

☐ Support

☐ Not Support

Comments on Recommendation:

Final recommendation of Board of Selectmen:

☐ Support

☐ Not Support

Comments on Recommendation:

**ARTICLE 17**  
**TEMPORARY ASSIGNMENTS**

- A. The Town reserves the right to assign an employee to temporarily perform the work of an employee on a paid or unpaid leave of absence.
- B. An employee who is assigned to perform and does perform the duties of a position classified in a lower level than that in which the employee performs his or her regular duties shall be compensated at his or her regular rate of pay as if performing his or her regular duties.
- C. An employee who is assigned to perform and does perform for four (4) consecutive weeks the duties of a position classified in a higher level than that in which the employee performs his or her regular duties and whose job description does not include such duties shall be compensated beginning the fifth consecutive week at the rate of pay which he or she would receive if promoted to the higher level or five percent (5%) more than that rate of pay he or she receives for performing his or her regular duties, whichever is greater. The increased rate of pay shall be effective beginning the fifth consecutive week and shall not be retroactive. If mutually agreed, the Town shall pay the higher rate earlier. An employee may petition the Selectboard for out-of-grade pay after three (3) consecutive weeks in a higher classification. The Selectboard shall have sole discretion to determine whether to grant out-of-grade pay, and the decision shall not be subject to the grievance procedure. If denied, the employee will remain eligible for out-of-grade pay after completion of four (4) consecutive weeks in higher classification.
- D. The increased rate shall be effective upon written assignment by the Selectboard, or no later than two (2) months after assumption of the responsibilities of the position due to an extended leave (other than vacation), or after four (4) weeks if the position is otherwise vacant; it is further provided that upon request of the Union, the Selectboard will consider requests for earlier implementation of the increase.
- E. The Town's discretion regarding employee qualifications and the Town's decisions as to temporary assignments shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

**TOWN OF MONTAGUE  
JOB DESCRIPTION**

<b>POSITION TITLE:</b>	Assistant Treasurer/Collector	<b>DATE:</b>	April 2021
<b>DEPARTMENT:</b>	Treasurer's/Collector's Office	<b>GRADE:</b>	D
<b>REPORTS TO:</b>	Treasurer/Collector	<b>FLSA:</b>	Non-Exempt

**Statement of Duties**

The purpose of this position is to assist in the management of all office functions for the Treasurer/Collector department, and to act on behalf of the Treasurer/Collector in his/her absence; performs all other related work as required.

Performs responsible duties of a professional nature, requiring independent judgment and initiative in assisting with the administration of the Treasurer/Collector department in accordance with state and local statutes and regulations, as well as department and town policies.

Position performs administrative, accounting, and customer service functions for the Treasurer's/Collector's Office. Responsibilities include administration of the Town's treasury and collection functions including issuing bills, collecting payments, preparing reports, and assisting in the daily activities of the department.

**Supervisory Responsibilities**

Provides direction and manages work assignments for staff of two employees. Manages and provides direction as needed with Deputy Collector services and tax collection software providers as needed. May support Treasurer/Collector with hiring and other personnel tasks.

**Supervision/Guidance Received**

With general direction, the employee plans and carries out the regular work in accordance with office standards, practices, and training, with responsibility for determining the relative sequence and timing of activities. Employee is expected to solve problems by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of 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 or other requirements; the methods used in arriving at the result are not usually reviewed in detail. Work is stable with seasonal surges that can be planned for in advance.

**Job Environment**

This position requires examining, analyzing and evaluating facts, and circumstances surrounding collection and treasury functions, and determining actions to be taken within the limits of law. Judgment is used in analyzing specific situations to determine appropriate actions. The employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in

## **TOWN MONTAGUE JOB DESCRIPTION**

decision-making. Employee plans and prioritizes work in response to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Errors can result in delay of service, legal repercussions, or monetary loss.

Position has constant contact with the public, attorneys, bank and real estate professionals, tax services, and other organizations to collect payments, issue refunds, respond to inquiries, give or receive information, respond to requests or complaints or provide explanation and assist in problem solving. Position has daily contact with other town departments to give or receive information and assistance. Contact usually occurs in person, in writing, 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.*

1. In the absence of the Treasurer/Collector, is authorized to pay any bill of all municipal departments and is continually aware of the Town's cash position.
2. Manages town Retirement duties including mailings, tax payments, and balancing of accounts.
3. For the Treasurer/Collector's office, leads in the preparation of new hire kits, manages the new hire process relative to Town offered insurances and related, ensures all paperwork for new hires is up to date and received back from the new employee in a timely manner. Assists Treasurer/Collector with insurance changes for employees and in the absence of the Treasurer/Collector serves as the voting party for the Town of Montague for all matters related to health and dental insurance at quarterly meetings.
4. Assists with banking relationships, reconciling bank accounts; prepares weekly warrant, including making state and federal tax payments, for review by the Treasurer/Collector.
5. Oversees the Town trash and barrel sticker inventory, including ordering stickers as needed, communicating with local businesses for sticker delivery. Travels to and collects weekly sticker sales money from businesses, reconciles to reports, and prepares funds for turnover to Town Accountant.
6. Assists the Treasurer/Collector with the collection of all taxes as set forth in the warrants received from the Assessors. Receives, processes, and deposits payments for real estate taxes, personal property taxes, motor vehicle bills, sewer bills and parking tickets; receives and processes payments from other town departments.



## **TOWN MONTAGUE JOB DESCRIPTION**

7. Posts all payments received, inputs and updates payments records and information as required, and generates reports as requested.
8. Manages the Municipal Lien Certificates ensuring they are prepared within state guidelines.
9. Posts abatements/exemptions and records and prepares any resulting refunds for processing at the Town Accountant's Office.
10. Processes and balances batch payments on the current and/or prior computer software computer programs to turn over to the Treasurer's cashbook.
11. Balances unpaid account balances to the Treasurer's records.
12. Prepares processes and mails real estate, personal property, excise and sewer bills; prepares and processes demand bills for real estate property, excise and sewer bills.
13. Sends delinquency notice letters to unpaid accounts; prepares tax title accounts.
14. Prepares annual reports for yearly audit.
15. Processes receivables for the Treasurer from all departments.
16. Assists the Treasurer/Collector in processing monthly health, dental, and life insurance bills for the town accountant and maintains insurance files on spreadsheet.
17. Responds to Town Hall telephone calls that have not been routed by the Town's voice mail system.

### **Recommended Minimal Qualifications**

#### **Education and Experience**

Bachelor's Degree in financial management, business, accounting or related field or a minimum of five years' responsible financial management experience, preferably in municipal government; or any equivalent combination of education and experience.

#### **Knowledge, Skills and Abilities**

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

- Massachusetts and local laws and regulations related to municipal finance, collections, and treasury functions

Skill in:

- Communication, customer service and organization skills

Assistant Treasurer/Collector

## TOWN MONTAGUE JOB DESCRIPTION

- Bookkeeping and mathematics
- Office procedures, equipment and software applications
- Supervising staff

And the ability to:

- Maintain accurate, detailed records
- Handle multiple tasks simultaneously, despite interruptions

### **Tools and Equipment Used**

The employee operates standard office equipment and technology (e.g., computer, telephone, copier, etc).

### **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.*

Employee is required to stand, sit, speak and listen to perform administrative duties.

Vision requirements include the ability to read routine documents for analysis and general understanding, and use a computer.

### **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;

*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:

	Date
Steven Ellis	
Town Administrator	

	Date
Personnel Board Chair	

Assistant Treasurer/Collector

# Town of Montague

## Personnel Status Change Notice

### New Hires

Employee # \_\_\_\_\_

Board Authorizing **Appointment:**     Selectboard     Meeting Date:   10/23/2023  

Authorized Signature: \_\_\_\_\_

Board Authorizing **Wages:**     Selectboard     Meeting Date:   10/23/2023  

Authorized Signature: \_\_\_\_\_

**General Information:**Full name of employee:     Aiden Bailey     Department:   DPW  Title:   Grounds   Effective date of hire:   TBD  **New Hire:**Permanent:   Y   X  N If temporary, estimated length of service:   May 30, 2024  Hours per Week:   40   Union:                     **Wages:**Union:                     Wages: Grade    Step            Wage Rate:   \$ 16.00 (annual/ hourly)  **Notes:**

Aiden is a student at Franklin Tech. He will work every other week.

**Copies to:**

_____ Employee	_____ Department	_____ Board of Selectmen
_____ Treasurer	_____ Accountant	_____ Retirement Board
_____ Town Clerk		

## **Overview of Intended Town/UEW MOA Items**

**October 19, 2023**

Summary of agreements currently in discussion. All terms are not final.

### **Truck Driver/Laborer in Training (Grade B)**

The Commonwealth recently changed state CDL driver training requirements. As a result, Town staff can no longer provide this training and unlicensed staff must now be routed through a licensed training program. Costs of training programs are commonly in the vicinity of \$3500. The requirement for this credential—which is a substantial value add to the Town—has presented an obstacle to its hiring of entry-level Truck/Driver/Laborers (TDL).

The Town proposes to create a Truck Driver/Laborer in Training (TDLT) position, which will function as a pass through to the regular TDL position. It will allow the DPW to hire an individual who does not yet possess a valid Class B (CDL) license, but who aspires to become a TDL. The candidate will serve for a period of six months before they are eligible to attend a CDL program at the Town's expense. The Town will pay the cost of the CDL training and examination, but only once. The Town will grant time off work to attend training if class and work times overlap. The employee will be responsible for providing their own meals, and transportation to and from class at their own expense.

The TDLT will earn a wage in accordance with scale Grade B until such time as they have attained the license, at which time they will transition immediately to Grade C. The Town may allow a TDLT to attend class prior to in order to address an emergency CDL staffing shortage and agrees to notify the union in advance of doing so. If the Truck Driver Laborer proves unable to attain a CDL within the specified one-year time limit, the Town will have the right to terminate the employee.

The Town and Union agree that the goal of this program is to meet staffing needs and the retention of staff who achieve a CDL through this program. Accordingly, the Town and the Union agree to review how this program is performing on an annual basis, to ensure it is meeting this interest. In the event the Town develops its own internal CDL program, this will become the default program moving forward and this agreement will be revised accordingly.

### **Lead Heavy Equipment Operator – Out of Grade Pay Plan**

The Town created a Lead Heavy Equipment Operator (LHEO) position in accordance with the FY23-25 CBA. As discussion of this position has evolved, the Town and the Union have concluded that – at least on a trial basis – the shared objectives of this position would be better exercised through out of grade pay granted to Heavy Equipment Operators (HEO) when they are assigned to operate heavy equipment and actively supervise a multi-person job site, to the extent that the Foreman or Superintendent is not assigned to actively supervise that job site.

Time in out-of-grade pay as as the LHEO would begin subsequent to a assignment to an eligible project, commencing when they start to active prepare for the on-site project at the DPW facility and during their time traveling to, working at, and returning from the job site. When working in this grade as LHEO, their responsibilities will expand and be formalized to include project planning, site and safety

management, and supervisory responsibilities required by the project. These are in addition to the existing HEO responsibilities and are the basis for the distinction in grade. Note that in the event there are multiple HEOs working on the same site at the same time, lead pay will be assigned on a rotating basis. The Town and the Union agree that this agreement will be reviewed one year after signing of the MOA to ensure it is functioning equitably and as intended.

#### **Custodial Services – Allowance for Private Contractor**

In spite of successive re-posting of the Town building custodian position, it has remained vacant for several months, presenting challenges to Town operations and staff. The Town and the Union agree that hiring of a private contractor is a reasonable short-term recourse in this situation, but also agree that the union position should be maintained in the intermediate- and longer-term. The Town intends to release a solicitation for custodial services and agrees that the contract signed should allow the Town to exit the service contract within 60 days such that an interested job seeker can be hired when one emerges.

In the event of any overlap between the hired employee and contracted service provider, the two would be expected to function in a complementary fashion, allowing the Town to get value from both sources of labor. This may include assignments to deep cleaning that time would not ordinarily afford the chance to be completed.

#### **DPW Clothing/Uniform Allowance**

The FY23-25 CBA makes allowance for UEW staff to receive a uniform allowance of \$700/ year, inclusive of a steel toe boot allowance. This acknowledges the substantive damage to clothing that may arise from work in the field, as well as the need for foot protection, specifically. Clean Water Facility staff switched to a town-funded uniform service and this contract allowed them to receive a reduced stipend of \$350. DPW mechanics also strongly prefer to utilize a uniform service and this change in the CBA would allow them access to this service, with a reduced stipend of \$350 which could be used only for the purchase of approved steel toe boots.

<< End >>



# 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: AL Cummings

Address of applicant: 9 K STREET TURNERS FALLS MA

Phone # of applicant: 413-863-8662

Name of organization: TRUSTEES OF THE WAR MEMORIAL COMMITTEE

Name of legally responsible person: AL Cummings

Location of assembly: Aubuchon Parking Lot

Date of assembly: 10/31/23

Time of assembly: Begin: 4pm End: 8:00

Number of expected participants: 40-60

If a procession/parade:

Route: FROM AUBUCHON PARKING LOT, DOWN AVE A TO THE DISCOVERY CTR PARKING LOT

Number of people expected to participate: 40-60

Number of vehicles expected to participate: 2 FIRE TRUCK & POLICE CAR

Subject of demonstration: Annual Ragshag Parade

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$2 Million Group.

\*\*\*\*\*Signatures:

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

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

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

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

# Preliminary FY25 Revenue Projections

October 19, 2023

Revenue Estimates for FY2025 <a href="#">TOC</a>	FY2023	FY2024	FY2025 Proposed
	Actual	Budget Estimates	Budget Estimates
<b><u>Tax Levy</u></b>			
Prior Year Limit	19,683,180	21,041,319	21,936,352
2.50%	492,080	526,033	548,409
New Growth	866,059	75,000	75,000
Debt Exclusion	1,182,556	1,205,071	1,207,634
Excess Capacity	(1,673,760)	(1,149,544)	(1,030,000)
Subtotal Tax Levy	20,550,115	21,697,879	22,737,395
Less Allowance for A&E	(96,117)	(101,000)	(200,000)
Net Levy	20,453,998	21,596,879	22,537,395
<b><u>State Aid</u></b>			Est
Unrestricted Aid	1,660,151	1,649,976	1,713,276
Veterans' Benefits	38,279	66,176	40,519
Exemptions V/B/SS/Eld	8,534	36,734	36,872
State Owned Land	330,057	257,893	366,681
Chapter 70 (Smith Vo-Tech)			
Public Libraries	22,120	18,651	25,647
less offset	(22,120)	(18,651)	(25,647)
Subtotal Cherry Sheet	2,037,021	2,010,779	2,157,348
Less State Charges	(94,155)	(95,793)	(110,000)
Net State Revenue	1,942,866	1,914,986	2,047,348
<b><u>Local Receipts</u></b>			
Motor Vehicle Excise	776,671	892,500	800,000
Other Excise		-	
Meals Tax	71,469	64,000	71,000
Penalties & Interest	137,566	143,000	137,000
PILOT	15,624	14,000	15,000
Charges for Trash Disposal	304,102	283,000	304,000
Rental - 50% of Kearsarge + other rei	84,728	86,235	70,769
Other Charges for Service	79,711	61,000	63,000
Building Permits	113,728	131,000	113,000
Licenses & Permits	61,310	49,000	57,500
Fines & Forfeits	10,654	16,000	10,000
Investment Income	31,330	1,500	1,500
FCTS reimb for SRO-shown below			
Miscellaneous Recurring	91,341	73,030	79,000
Misc. Non-Recurring	23,114		
Total Local Receipts For AA	1,801,348	1,814,265	1,721,769
Other Local Receipts			
FCTS SRO Reimb	96,862	77,500	77,000
GMRSD SRO Reimb	90,125	50,000	65,000
50% Kearsarge Lease	84,728	85,235	70,769
Grand Total Local Receipts	2,073,063	2,027,000	1,934,538

# Preliminary FY25 Revenue Projections

October 19, 2023

Revenue Estimates for FY2025 <a href="#">TOC</a>	FY2023	FY2024	FY2025
	Actual	Budget Estimates	Proposed Budget Estimates
<b><u>Available Funds</u></b>			
Existing Sp Art Balances		12,099	
Capital Stabilization		100,000	
CWF Capital Stabilization		-	
Cannabis Impact Stabilization		-	-
Transportation Infrastructure		7	-
Res for Excluded Debt			487
Overlay Surplus		250,000	
Receipts Res for Approp		53,250	53,250
Total Available Funds	-	415,356	53,737
<b><u>Free Cash</u></b>			
Individual Articles		2,180,701	300,000
Reduce Levy			
Total Free Cash	-	2,180,701	300,000
	-	-	-
Grand Total General Revenue	24,198,212	28,134,922	26,873,018
less available funds	24,198,212	25,538,865	26,519,281



## Projected Impact of Budgeted Excess Capacity On Town General Fund Budget & GMRSD Affordable Assessment

Note: Impact to Town represents available Taxation for Operating Budget after accounting for Wage, Solid Waste and estimated Health Insurance costs, with all other accounts level funded. Other non-personnel and non-Town cost increases will be apparent following budget submissions.

<b>Scenario 1</b>	<b>Use FY24 Budgeted Excess Capacity Figure</b>	<b>1,149,954</b>
	Impact to Town Budget (%)	3.8%
	Preliminary Working Budget Balance	247,962
	Impact to Affordable Assessment:	
	Current Affordable Assessment	11,809,191
	Amount of Increase	416,263
	FY25 Affordable Assessment	12,225,454
	% Increase	3.52%

<b>Scenario 2</b>	<b>Use FY24 Method to Integrate Unexpected New Growth</b>	<b>1,426,294</b>
	FY24 Budgeted Excess Capacity plus 75% FY24 New Growth	
	Impact to Town Budget (%)	2.5%
	Preliminary Working Budget Balance	105,436
	Impact to Affordable Assessment:	
	Current Affordable Assessment	11,809,191
	Amount of Increase	282,039
	FY25 Affordable Assessment	12,091,230
	% Increase	2.39%

<b>Scenario 3</b>	<b>Adjust to Allow Average Increase to AA</b>	<b>1,030,000</b>
	Impact to Town Budget (%)	4.35%
	Preliminary Working Budget Balance	309,749
	Impact to Affordable Assessment:	
	Current Affordable Assessment	11,809,191
	Amount of Increase	474,242
	FY25 Affordable Assessment	12,283,433
	% Increase	4.02%

## **STANDARD CONTRACT**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Johnson Asphalt Paving LLC**, with an address of **P.O. Box 981, Northfield, MA 01360**, hereinafter referred to as "Contractor", effective as of the **30<sup>th</sup>** day of **October**, **2023**. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with **Unity Park Parking Lot & Walkway** services, including the scope of services set forth;

**Unity Park - Crack Filling and Line Striping in Two Parking Lots Located at Unity Park in Turners Falls, MA. Also Includes Crack Filling on Bituminous Path Around Park Perimeter**

- 1) Clean cracks of weeds, etc.
- 2) Apply hot rubber/asphalt joint crack sealant.
- 3) Re-line all existing line striping and ADA spaces with ADA spaces stenciled with blue and white paint consistent with industry standards.
- 4) Apply crack seal along curb as above

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing **October 31**, **2023** through **November 30, 2023**.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 5,850.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims

arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.



**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

**General Liability**

	Bodily Injury Liability:
	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence;
	\$3,000,000 aggregate

**Automobile Liability**

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

**Workers' Compensation Insurance**

Coverage for all employees in accordance with Massachusetts General Laws

**Professional Liability Insurance**

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an "additional insured" and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and

enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

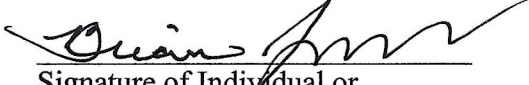
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Brian Johnson, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

81-1920739  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By: Brian Johnson  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Brian Johnson

Managing Member

Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

\_\_\_\_\_  
Town Accountant

(\$ \_\_\_\_\_)  
Contract Sum

530276/99999/0003