

MONTAGUE SELECTBOARD MEETING

1 Avenue A, Turners Falls and VIA ZOOM

Monday, July 8, 2024 AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/87201177563>

Meeting ID: 872 0117 7563 Password: 922031 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

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

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting June 24, 2024 if available
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. 6:35 **Jon Dobosz, Parks and Recreation Director**
 - Execute construction contract with Mountainview Landscapes and Lawncare, Inc. For the Montague Center Playground Reconstruction Project. Contract sum of \$265,150.00 to be funded by PARC grant and Town Special Article appropriation.
5. 6:40 **Brian McHugh, Director of Community Development – Franklin County Housing and Redevelopment Authority**
 - Authorize Payment in the amount of \$51,850 to Clayton D. Davenport Trucking for work complete to date on the Hillcrest Neighborhood Playground Project
 - Two Change Orders for Hillcrest Neighborhood Park: CO#1 – No Cost Change Order – for additional excavation and sidewalk pavement area – offset by removing playground installation credit. CO#2 – Removal and Installation of new catch basin
 - Hillcrest Neighborhood Playground : Next steps and project management discussion
6. 6:50 **Ted Harvey, Franklin Regional Council of Governments**
 - Announce Broadband Equity Access & Development Challenge (internet census)

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7. 6:55

Personnel Board

- Appoint Abigail Moore as Extra Clerical/Election Worker for the Town Clerk's Office. 15-25 hours per week (as determined by election schedule), \$17.75/hour with start date of August 19, 2024 to approximately January 31, 2025.
- Appoint Andrew Skiff as Laborer/Operator for CWF, Grade B, Step 4, \$21.37/hour effective July 9, 2024
- Change Status for Adam Kleeburg from CWF Lead Operator (Grade E, Step 4 \$27.06/hour) to CWF Wastewater Technician, Grade D, Step 6 at \$26.35/hour effective July 9, 2024
- Promote Samuel Stevens from CWF Wastewater Technician (Grade D, Step 3, \$24.45/hour) to CWF Lead Operator, Grade E, Step 3 at \$26.41/hour effective July 9, 2024
- Parental Leave Request: Stephen Orloske is requesting to take 8 weeks of unpaid parental leave from 8/5 thru 9/27, 2024. Stephen would be responsible for paying his health insurance while he is on leave.
- Cell Phone Stipend, Chris Nolan-Zeller, \$5.77/week
- Execute Employment Contract with Samuel Urkiel, Department of Public Works Superintendent Grade H Step 6 (\$96,751). Contract through June 30, 2027.

8. 7:15

Follow-up Discussion on Cannabis Odor Complaints Flower Power Growers, Inc. - 180 Industrial Boulevard

- Review of complaints and response
- Protocols and expectations moving forward

9. 7:20

Town Administrators Business

- Strategy to Comply with Cannabis Control Commission equity requirement
- Updates on new Casella Trash Collection Contract effective 7/1/2024
- Planning for Strathmore Brownfields Grant Award Event 7/18 10AM at Great Falls Discovery Center. Next steps in project.
- Topics not anticipated within 48 hours of posting

Next Meeting:

- Selectboard, Monday, July 22, 2024 at 6:00 PM, via ZOOM

Montague Center Park Improvement Project
Town of Montague
AGREEMENT FOR SERVICES

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and **Mountain View Landscapes & Lawncare, Inc.**, with an address of **67 Old James St., Chicopee, MA 01020**, hereinafter referred to as "Contractor", effective as of the 8 day of July, 2024. 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 for Montague Center Playground project, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing July 8, 2024 through June 1, 2025.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$265,150.00**. 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.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

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 named insured and which include a thirty-day notice of cancellation to the Town. These certificates will be updated and submitted annually.

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, _____, 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.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
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

_____ Richard Kuklewicz

_____ Matt Lord

Printed Name and Title

_____ Chris Boutwell

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum



FRANKLIN COUNTY REGIONAL HOUSING &

REDEVELOPMENT AUTHORITY

241 Millers Falls Road • Turners Falls, MA 01376

Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE

Invoice # 2022.2023 - 1

Project: Hillcrest Park Construction(6C)

TOWN OF MONTAGUE FY22.23 CDBG

Contractor: CLAYTON D. DAVENPORT TRUCKING, INC.

130 Colrain Street, Greenfield, MA 01301

Date: June 26, 2024

Total Contract	267,658.00
Total Paid to Date:	-
Balance:	267,658.00
This Invoice:	51,850.00
Balance:	215,808.00

Work Items Complete: Mobilization and General Construction Services; Site Demolition, and Erosion and Sediment Control for the period up to June 28, 2024.

See attached invoice dated: June 26, 2024	FY22.23 MONT \$51,850.00
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I reviewed this invoice on 06/26/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$51,850.00**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard

PAYMENT APPLICATION

TO: Town of Montague
 1 Avenue A
 Turners Falls, MA 01376
 Attn: Clayton D Davenport Trucking Inc
 130 Colrain Street
 Greenfield, MA 01301
 Montague Hillcrest

PROJECT NAME AND LOCATION: Montague Neighborhood Park
 Montague Hillcrest park
 Gristwood Street

ARCHITECT: The Berkshire Design Group, Inc.
 4 Allen Place
 Northampton, MA 01060

APPLICATION # 1
 PERIOD THRU: 06/28/2024
 PROJECT #: _____
 DATE OF CONTRACT: 05/30/2024

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT		\$267,658.00
2. SUM OF ALL CHANGE ORDERS		\$0.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	\$267,658.00
4. TOTAL COMPLETED AND STORED	(Column G on Continuation Page)	\$54,579.00
5. RETAINAGE:		
a. 5.00% of Completed Work		\$2,729.00
b. 0.00% of Material Stored		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$2,729.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE		\$51,850.00
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$0.00
8. PAYMENT DUE		\$51,850.00
9. BALANCE TO COMPLETION	(Line 3 minus Line 6)	\$215,808.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Clayton D Davenport Trucking Inc
 By: *[Signature]* Date: 6/26/24
 State of: Massachusetts
 County of: Franklin

Subscribed and sworn to before me this 26 day of June, 2024
[Signature]
 Notary Public: Deborah R. Rodovich
 My Commission Expires: November 8, 2030

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$51,850.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____
 By: *[Signature]* Date: 6/27/2024



Payment Application containing Contractor's signature is attached.

PROJECT: Montague Neighborhood Park
 Montague Hillcrest park
 APPLICATION #: 1
 DATE OF APPLICATION: 06/24/2024
 PERIOD THRU: 06/28/2024
 PROJECT #:

A	B	C	D		E		F	G		H	I	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)		% COMP (G / C)	BALANCE TO COMPLETION (C-G)			RETAINAGE (if Variable)
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY \$ AMT										
01-1000	Mobilization and General \$22,000.00 PER LS	1.00 \$22,000.00	0.00	\$0.00	0.00	\$0.00	0.50	\$11,000.00	50.00%	0.50	\$11,000.00	
31-2000	Site Demolition Clearing and \$42,000.00 PER LS	1.00 \$42,000.00	0.00	\$0.00	0.00	\$0.00	1.00	\$42,000.00	100.00%	0.00	\$0.00	
31-2500	Erosion and Sediment Control \$3,158.00 PER LS	1.00 \$3,158.00	0.00	\$0.00	0.00	\$0.00	0.50	\$1,579.00	50.00%	0.50	\$1,579.00	
31-5001	Excavation Filling and Grading \$65,000.00 PER LS	1.00 \$65,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$65,000.00	
32-1216	Bituminous Concrete Pavement \$15,000.00 PER LS	1.00 \$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$15,000.00	
32-2000	Site Improvements \$24,500.00 PER LS	1.00 \$24,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$24,500.00	
32-9200	Seeding \$10,000.00 PER LS	1.00 \$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$10,000.00	
33*4100	Utilities \$72,000.00 PER LS	1.00 \$72,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$72,000.00	
33-1300	Cast In place Concrete \$14,000.00 PER LS	1.00 \$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	1.00	\$14,000.00	
TOTALS		\$267,658.00	\$0.00	\$54,579.00	\$0.00	\$0.00	\$54,579.00	20.39%	\$213,079.00			



Change Order # 001

Date: June 20th, 2024

Project #: Hillcrest Neighborhood Playground CDF22.23.MONT.00016

Subject: Change in Scope, Additional Excavation & Additional Paving

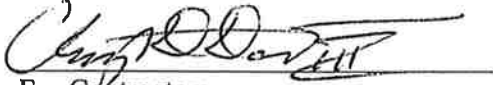
Town of Montague

Per onsite meeting between Clayton D. Davenport Trucking, Berkshire Design Group and the Franklin County Regional Housing Authority it was agreed that CDD Trucking would be adding additional work to the project and crediting the cost for the installation of playground structure. Clayton D. Davenport Trucking Inc. is requesting a change in the work in this Contract.

The Change in Work includes additional excavation depth in the playground area to meet the required thickness of rubberized surfacing and installing additional sidewalk pavement area (2,456 SF). The cost of the added work \$20,000.00 will be offset by removing contractor's responsibility to install playground structure.


The new Contract price including this change order will not change \$267,658.00. The Contract time will not be increased by any days.

Signatures below indicate agreement with the proposed adjustments:



For Contractor:
Clayton D. Davenport Trucking, Inc.
Clayton Davenport III

6/20/24
Date:



For Landscape Architect Engineer:
Berkshire Design Group, Inc.

6/24/2024
Date:

For Town of Montague:

Date:



Change Order # 02

Date: July 1, 2024

Project #: Hillcrest Neighborhood Playground CDF22.23.MONT.00016

Subject: Change Order #02 R&R Drain Structure

As requested Clayton D. Davenport is providing a cost proposal for change order 02. The Change Order Work includes removal of the existing catch basin and the installation of new structure as shown in drawing SK-03. The estimated Lump Sum cost for this work is \$16,455.00.

The new Contract price including this change order will be \$284,113.00. The Contract time will not be increased by any days.

Signatures below indicate agreement with the proposed adjustments:

A handwritten signature in black ink, appearing to read 'Clayton D. Davenport III', written over a horizontal line.

For Contractor:

Clayton D. Davenport Trucking, Inc.
Clayton Davenport III

A handwritten date '7/1/24' written in black ink above a horizontal line.

Date:

Greg Semel

For Landscape Architect Engineer:
Berkshire Design Group, Inc.

7/2/2024
Date:

For Town of Montague:

Date:

BDG NOTES:
July 2, 2024

1. Please provide shop drawings for review and approval prior to installation of the proposed leaching catch basin.

Bid Summary Totals Report

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	4,535	15.00	680
Burden:	1,953	15.00	293
Perm Matl:	1,275	15.00	191
Const Matl:	1,862	15.00	279
Sub:	0	0.00	0
Eq. Op. Exp:	2,041	15.00	306
Co. Equip:	2,286	15.00	343
Rented Eq.:	0	0.00	0
Overrides:	0		0
Total:	13,952	15.00	2,093

Selected Bond Table: B1

Previous Run

Summary: 07/01/2024 1:11 PM

Spread: 07/01/2024 1:12 PM

Summary run on Takeoff Quan and Adjusted to Bid Quan.

Standard Spreads

Indirect Spread: Total less Sub

Markup Spread: Markup %

Addon/Bond Spread: Total less Sub

Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	13,951	2,093	16,044
Indirect:	0	0	0
Addons:	0	0	0
Bond:	411		411
Total:	14,362	2,093	16,455

Key Indicators

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
2,092.67	/	6,487.42	=	32.26%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	13,951.14	=	0.00%
Direct Manhours	+	Indirect Manhours	=	Total Manhours
72.00	+	0.00	=	72.00

Cost Report

Clayton D. Davenport Trucking, 1
Inc.
2407087

Clayton Davenport

Page 1 of 2

Montague Hillcrest Playground CO#2

7/1/2024 1:40 PM

Biditem

10

Remove and Replace Drywell Drain Structure

Takeoff Qty: 1.000 EA

Client #: 210.02

Bid Qty: 1.000 EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	4,534.80	1,952.62	6,487.42	4,326.72	1,275.00	1,862.00	0.00	13,951.14
Total	4,534.80	1,952.62	6,487.42	4,326.72	1,275.00	1,862.00	0.00	13,951.14

	Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH
	72.0000	0.0139	72.0000	193.7658	62.9833	90.1031	0.0417

Activity: 10A Remove Exist Drain Structure (Unreviewed) Quantity: 1.00 Unit: EA

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	1,511.60	650.88	2,162.48	1,442.24	0.00	0.00	0.00	3,604.72
Total	1,511.60	650.88	2,162.48	1,442.24	0.00	0.00	0.00	3,604.72

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	3,604.7200	8.0000	0.1250	450.5900	1.0000	1.0000	1.0000	3,604.7200

	Manhours	Unit/MH	MH/Unit	\$/MH	Total Labor/MH	Base Labor/Unit
	24.0000	0.0417	24.0000	90.1033	1,511.6000	

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

Crew: EXBULK (Mod) EXCAVATION BULK Prod: US 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 3.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
8ECR235	VOLVO E235 Excavator	1.00	8.00	HR	102.28	100.00	102.28	818.24
8LCTK95	KUBOTA SVL95	1.00	8.00	HR	58.00	100.00	58.00	464.00
8TPU	PICK UP TRK	1.00	8.00	HR	20.00	100.00	20.00	160.00
GF	General Foreman	1.00	8.00	MH	60.00	100.00	86.03	688.21
LHW	Laborer Heavy Highway	1.00	8.00	MH	60.46	100.00	86.66	693.24
OP	Operator/Backhoe Loader	1.00	8.00	MH	68.49	100.00	97.63	781.03

Activity: 10B Furnish & Install Dry Well (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
U. Cost	3,023.20	1,301.74	4,324.94	2,884.48	1,275.00	1,862.00	0.00	10,346.42
Total	3,023.20	1,301.74	4,324.94	2,884.48	1,275.00	1,862.00	0.00	10,346.42

	Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift
	6,281.4200	16.0000	0.0625	392.5888	2.0000	0.5000	2.0000	5,173.2100

	Manhours	Unit/MH	MH/Unit	\$/MH	Total Labor/MH	Base Labor/Unit
	48.0000	0.0208	48.0000	90.1029	3,023.2000	

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

Crew: EXMISC (Mod) EXCAVATION MISC CREW Prod: CH 16 Eff: 100.00 Crew Hrs: 16.00 Labor Pcs: 3.00 Equipment Pcs: 2.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2AGA035	3/4" Crushed Trap Rock	1.00	25.00	TON	19.00	100.00	19.00	475.00
2EGFF001	Mirafi 140N NW 500sy/roll	1.00	1.00	RL	800.00	100.00	800.00	800.00
3DRYWELL	Drywell W/Frame Cover	1.00	1.00	EA	1,862.00	100.00	1,862.00	1,862.00
8ECR235	VOLVO E235 Excavator	1.00	16.00	HR	102.28	100.00	102.28	1,636.48
8LCTK95	□ KUBOTA SVL95	1.00	16.00	HR	58.00	100.00	58.00	928.00
8TPU	PICK UP TRK	1.00	16.00	HR	20.00	100.00	20.00	320.00
GF	General Foreman	1.00	16.00	MH	60.00	100.00	86.03	1,376.42
LHW	Laborer Heavy Highway	1.00	16.00	MH	60.46	100.00	86.65	1,386.47

OP	Operator/Backhoe Loader	1.00	16.00	MH	68.49	100.00	97.63	1,562.05
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Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	Total
Total	4,535	1,953	6,487	4,327	1,275	1,862	0	13,951

Job Notes

Estimate created on: 07/01/2024 by User#: 5 - Estimating 2

Source estimate used: H:\HEAVYBID\EST\ESTMAST

Calendars Used In Estimate

508

FIVE EIGHT HR DAYS

Let's get the Massachusetts Broadband Map right

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- 2** SELECT *Take a Speed Test* under the *Service Challenges* window in the bottom left corner of the screen to complete the speed test.
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Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Selectboard _____ Employee # _____

General Information:

Full name of employee: Abigail M. Moore Department: Town Clerk's Office

Title: Extra Clerical /Election Worker Effective date of change: Monday, August 19, 2024

New Hire:

Permanent: ___Y X___N If temporary, estimated length of service: 5 Months (January 31, 2025)

Hours per Week: 15-35 As determined by election schedule Union: No

Pay: Grade _____ Step _____ Wage Rate: \$17.75 (hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)

New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Notes:

Termination of Employment:

Resignation: _____ Retirement: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

_____ Other/Specify: _____ Termination Date: _____

Copies to:

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

Town of Montague Personnel Status Change Notice New Hires

Employee # _____

Board Authorizing Appointment: _____ Meeting Date: 7-8-24

Authorized Signature: _____

Board Authorizing Wages: _____ Meeting Date: 7-8-24

Authorized Signature: _____

General Information:

Full name of employee: Andrew Skiff _____ Department: CWF

Title: Laborer/Operator _____ Effective date of hire: 7/9/24

New Hire:

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

Hours per Week: 40 _____ Union: UE _____

Wages:

Union: UE _____

Wages: Grade B Step 4 Wage Rate: 21.37 (annual/ hourly)

Notes:

Copies to:

_____ Employee

_____ Treasurer

_____ Town Clerk

_____ Department

_____ Accountant

_____ Board of Selectmen

_____ Retirement Board

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 1905

General Information:

Full name of employee: <u>Adam Kleeberg</u>	Department: <u>CWF</u>
Title: <u>Lead Operator</u>	Effective date of change: <u>7/09/2024</u>

New Hire:

Permanent: ___Y___N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u>UE</u>
Old Pay: Grade <u>E</u> Step <u>4</u> Wage Rate: <u>\$27.06</u> (annual/ <u>hourly</u>)
New Pay: Grade <u>D</u> Step <u>6</u> Wage Rate: <u>\$26.35</u> (annual/ <u>hourly</u>)
Notes: <u>Stepping down to open wastewater Tech position</u>

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
Other:		
_____ Unpaid Leave of Absence	Termination Date: _____	
_____ Unpaid Sick Leave	Termination Date: _____	
_____ Other/Specify: _____	Termination Date: _____	

Copies to:

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

Town of Montague Personnel Status Change Notice

Authorized Signature: _____ Employee # 1556

General Information:

Full name of employee: <u>Samuel Stevens</u>	Department: <u>CWF</u>
Title: <u>Wastewater Technician</u>	Effective date of change: <u>7/09/2024</u>

New Hire:

Permanent: ___Y___N	If temporary, estimated length of service: _____
Hours per Week: _____	Union: _____
Pay Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: <u>UE</u>
Old Pay: Grade <u>D</u> Step <u>3</u> Wage Rate: <u>\$24.45</u> (annual/ <u>hourly</u>)
New Pay: Grade <u>E</u> Step <u>3</u> Wage Rate: <u>\$26.41</u> (annual/ <u>hourly</u>)
Notes: <u>Promotion to Lead Operator, grade SC license</u>

Termination of Employment:

Resignation: _____	Layoff: _____	Involuntary Termination: _____
Other:		
_____ Unpaid Leave of Absence	Termination Date: _____	
_____ Unpaid Sick Leave	Termination Date: _____	
_____ Other/Specify: _____	Termination Date: _____	

Copies to:

- | | | |
|-----------------|------------------|--------------------------|
| _____ Employee | _____ Department | _____ Board of Selectmen |
| _____ Treasurer | _____ Accountant | _____ Retirement Board |

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1902

General Information:

Full name of employee: Stephen Orloske Department: Libraries

Title: Library Assistant Effective date of change: 8/5/2024

New Hire:

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

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____

Old Pay: Grade _____ Step _____ Wage Rate: _____ (annual/hourly)

New Pay: Grade _____ Step _____ Wage Rate: _____ (annual/ hourly)

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

X Other/Specify: unpaid paternity leave Leave period: 8/5-9/27

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

CELL PHONE STIPEND AUTHORIZATION REQUEST

Application Date: July 8, 2024	
Employee Name: Christopher Nolan-Zeller	Department: Selectboard
Please estimate work time percentage spent "out of office" weekly/monthly. <div style="text-align: center;"> <u>10</u> % (weekly) <u>10</u> % (monthly) </div>	
<p>Prioritize those situations which are critical to your being reached while out of the office. It will be expected that cell phones are <u>on</u> while away from your office.</p> <p style="text-align: center;">In the event of emergencies or time-sensitive matters which occur after hours or on weekends, I anticipate being reachable by cell phone.</p>	
<p>Do you currently use a cell phone for work purposes? YES <u> X </u> NO _____</p> <p style="text-align: center;"><i>If yes, estimate how many minutes per month?</i> <u> 500 </u></p>	
<p><i>Reserved for use by Board of Selectmen:</i></p> <p>Approved by Selectmen: <input type="checkbox"/> Effective Date: _____</p> <p>Disapproved by Selectmen: <input type="checkbox"/> Voted: _____</p>	

**AGREEMENT BETWEEN
TOWN OF MONTAGUE
and
SAMUEL A URKIEL**

This Agreement, entered into this 8th day of July 2024, 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 SAMUEL A URKIEL, 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 Department of Public Works Superintendent of the Town of Montague.

WHEREAS, Employee is willing to undertake and perform the duties of said position of Department of Public Works Superintendent.

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 Department of Public Works Superintendent 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 Selectboard or Town Administrator may from time-to-time assign.

2. Term

- A. The terms of this agreement shall remain in effect from July 29, 2024 through June 30, 2027
- B. 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 6 of this Agreement.

3. Salary

- A. The Town agrees to pay the employee for his services a base salary in accordance with Grade H, Step 6 of the Town's Compensation Schedule (\$96,751 in FY2025). Employee shall also be entitled to annual step increases at the beginning of each subsequent fiscal year during 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.
- C. Employee shall be considered an exempt employee for purposes of the federal Fair Labor Standards Act ("FLSA")

4. Vacation, Sick Leave and Personal Leave

- A. Employee shall be entitled to three (3) 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 one (1) 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 Department of Public Works Superintendent to carry forward an additional week of vacation. Unused vacation may be exchanged for cash compensation upon the conclusion of Employee's 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.

5. 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.

6. Discipline and Termination

- A. The Selectboard may discipline or discharge Employee for cause during the term of this Agreement.
- B. Employee shall serve an initial Probationary Period of one (1) year, during which time Employee may be removed by the Selectboard, with or without cause.
- C. In the event Employee voluntarily resigns the 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, shall not apply.

- D. Termination for cause or resignation shall render this Agreement void for the remainder of its term.

7. Performance and Evaluation

- A. The Town Administrator 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 Town Administrator and Employee. The Town Administrator shall provide the Employee and Selectboard with a summary written statement of the finding. The Town Administrator shall provide an adequate opportunity for Employee to discuss his evaluation with the Town Administrator before the review is made part of Employee's personnel records.

8. Hours of Work

- A. Employee's work week shall ordinarily consist of forty (40) hours per week, beginning on Mondays and ending on Thursdays, including the hours required by mandatory attendance at Selectboard Meetings. The Department of Public Works Superintendent shall be expected to be present for work during the Town's regular business hours and further agree to devote that amount of time and energy which is necessary to faithfully perform the duties of the office.
- B. It is recognized that the Department of Public Works Superintendent must devote a substantial amount of time outside the normal office hours to business of the Town, including for the purpose of responding to emergencies, and to that end, the EMPLOYEE shall be allowed to take flex time off within the policy guidelines to be established by the Board, and when workload permits. Employee may use compensatory time to make reasonable adjustments to his work schedule at his discretion during said normal office hours at such time which will not adversely affect Town operations. The current guidelines provide for accumulation of comp time up to a maximum of 75 hours. Unused hours are not eligible for buy-back at the end of employment.

9. Automobile

- A. Employee has authorization to bring his town-issued work vehicle home after work. This is in recognition of his on-call status, which may require he respond to matters of town business outside his normal working hours.

As further clarification, it is understood that there may be instances during the normal workday when Employee may need to respond to a personal emergency that may reasonably require his use of the town-issued vehicle to allow for timely response. It is assumed that such an instance would likely result in local travel only, but that travel is in

no case to exceed a distance of twenty linear miles (“as the crow flies”) from the highway department office.

10. 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 Employee’s continued professional participation, growth and development, and for the good of the Town. These costs are to be included as part of the DPW budget, and shall be no less than five hundred dollars per year.

11. 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 their skills and abilities as a professional in Town government.

12. Plowing

- A. Employee may plow and treat roads subject to the stipulation that it is outside his normal work day and at a rate equal to a truck driver/laborer’s overtime rate.

13. Other Terms and Conditions of Employment

- B. 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.

14. 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 their 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 SAMUEL A URKIEL has set his hand and seal, as of the day and year first written above.

Selectboard

Richard J. Kuklewicz, Chair

Matthew Lord, Vice Chair

Christopher M. Boutwell, Sr., Clerk

DPW Superintendent



Samuel Urkiel

**Department of Public Works
SUPERINTENDENT**

DEFINITION

Position provides technical and managerial functions for the Public Works Department. Responsibilities include determining, scheduling, and assigning work and supervising staff and performing supervisory and managerial functions for the department, including responding to personnel issues, developing and administering annual budget and capital improvement programs, maintaining regulatory compliance, and preparing reports and maintaining records for the department.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations 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 the position.

- Supervision of the overall department, including the functions of all operations, including maintenance and repair of municipal roads, sidewalks, facilities, , bridges and culverts, stormwater drainage system, sewer collection system, , parks and grounds, landfills and recycling center, , tree maintenance, snow and ice removal, street sweeping, and roadside brush removal.
- Supervises staff, assigns and evaluates work, and responds to personnel inquiries, requests and complaints; receives and responds appropriately to grievances.
- Plans and administers the departmental budget and preparation of operating and capital budgets in coordination with municipal leadership and appropriate committees and boards.
- Oversees the writing and processing of bids by providing specifications; administers contracts and oversees work to ensure compliance with specification requirements.
- Plans and prioritizes workload and schedules personnel and other resources accordingly; ensures for the availability of the fleet and crew for response to unforeseen situations.
- Prepares for and responds to seasonal challenges including snow removal, snow and storm water, construction projects, and repair and maintenance of equipment and machinery.
- Represents the department to the public, municipal departments, boards, and committees, federal, state, and regional agencies and organizations; attends meetings involving capital projects or department operations.
- Ensures a safe, clean, and efficient workplace and a properly trained workforce.
- Responds to requests for service from the public and other town departments.
- Responsible for Departmental regulatory compliance and report submittals including but not limited to sewer collection system, landfill, and environmental permits for public works projects.
- Identifies, develops, and executes public works and municipal facilities related capital projects in conjunction with the town's Capital Improvement Plan.
- Advises and collaborates with CWF Superintendent and staff relative to sewer mainline maintenance, cleaning, and repair.
- Performs other related job duties as required.

SUPERVISION RECEIVED

Under administrative direction, the Superintendent works from policies, goals, and objectives; establishes short-range plans and objectives and departmental performance standards and assumes direct accountability for department results; consults with the supervisor only where clarification, interpretation, or exception to policy may be required or as requested by the supervisor. Subject to Selectboard approval where appropriate, the employee exercises control in the development of departmental policies, goals, objectives, and budgets and is expected to exercise whatever means are necessary to resolve conflict that cannot be addressed at the department level.

SUPERVISION EXERCISED

The Superintendent is accountable for the direction and success of programs accomplished
SU Employment Agreement July 2024

through others. The manager is responsible for analyzing program objectives, determining the various departmental work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective, and recommending new goals. The Superintendent typically formulates or recommends program goals and develops written plans for achieving short and long-range objectives and determines organizational structure, operating guidelines, and work operations.

JUDGMENT AND COMPLEXITY

Guidelines only provide limited guidance for performing the work, which may be in the form of administrative or organizational policies, general principles, legislation, or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new, or adapt existing, methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies for a major functional section of the organization. The employee accepts responsibility while exercising authority for planning, operating, and oversight.

NATURE AND PURPOSE OF CONTACTS

Relationships are constant with co-workers, the public, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view, or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance, or compliance. The employee may represent to the public a functional area of the organization on matters of procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

CONFIDENTIALITY

Employee has regular access at the departmental level to a wide variety of confidential information, including personnel records, medical records, lawsuits, and client records.

EDUCATION AND EXPERIENCE

Bachelor's degree in engineering, environmental science, business administration, or a related field, and 5 to 7 years of related experience; or any equivalent combination of related education, training, certification, and experience.

Valid driver's license.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: Comprehensive technical and practical knowledge of the materials, methods, and techniques relative to public works projects and issues. Knowledge of the laws, rules, and regulations relating to public works projects including but not limited to procurement, public contracting, environment, and safety. . Thorough knowledge of public works financing and administration. Knowledge of snow and ice control techniques and practices.

Abilities: Ability to plan, prioritize, assign and supervise the work of groups of employees

engaged in a variety of public works construction and maintenance operations. Ability to establish and maintain strong working relationships with town officials and departments, state/federal agencies, and the general public. Ability to communicate effectively in written and oral form. Ability to prepare and administer budgets, financial reports, and regulatory reports. Ability to read blueprints. Ability to continuously adapt to and use new office technology and programs common to the industry.

Skills: Effective communication skills, including public speaking and public relations; problem-solving skills; customer-service skills; financial management; supervisory and training skills.

WORK ENVIRONMENT

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt, or grease. Work may be continually performed outdoors, regardless of weather conditions. May be required to be on call for 24 hours or be under prolonged pressure during emergency situations.

PHYSICAL, MOTOR, AND VISUAL SKILLS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Skills

Work requires moderate and intermittent physical strength and effort daily, such as, lifting heavy objects (up to 50 lbs.), carrying the object(s), and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing, or walking for the full workday may also be involved. A great deal of physical effort must be exerted at this level.

Motor Skills

Duties involve assignments requiring application of hand-eye coordination with finger dexterity and motor coordination.

Visual Skills

Visual demands require routinely reading documents, blueprints, and plans. for general understanding and analytical purposes. Frequent computer use. Frequent driving and use of tools, equipment, and machinery. Need to visually assess conditions of facilities and equipment.

